

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/395/2020
Date of Institution	:	17/09/2020
Date of Decision	:	14/11/2023

Gurbax Rai son of Harbans Lal, R/o H.No.347, Sector 40-A, Chandigarh.

... Complainant

V E R S U S

1. Daikin Air-conditioning India Pvt. Ltd., 12th Floor, Building No.9, Tower-A, DLF Cyber City, DLF, Phase-III, Gurgaon-12002, Haryana (India) through its Managing Director (Regd. Office: 210, 1st Floor, Okhla Industrial Area, Phase-3, Delhi-110020.
2. Daikin Air-conditioning India Pvt. Ltd., No.181/46, 5th Floor, Industrial Area, Phase-I, Near Palladium Tower, Chandigarh-160002 through its Managing Director.
3. Daikin Air-conditioning India Pvt. Ltd., i.e., Ashoka Enterprises, Shop No.4-5, Nayagaon, District SAS Nagar, Mohali (Punjab) through its Authorized Dealer.

... Opposite Parties

CORAM : **PAWANJIT SINGH** **PRESIDENT**
 SURJEET KAUR **MEMBER**
 SURESH KUMAR SARDANA **MEMBER**

ARGUED BY : None for Complainant.
 : Sh.Nikhil Sharma, Advocate proxy for Sh.Aseem Gupta, Advocate for
 : OP No.1 & 2.
 : OP No.3 ex-parte.

Per Suresh Kumar Sardana, Member

1. Averments are that the complainant had purchased a Split AC and Stabilizer on 27.05.2018 from OP No.3 for Rs.39,000/-. It is also stated that the AC in question was purchased from OP No.3 by selling the old AC for Rs.5000/- by the complainant (Annexure C-1). Thereafter, few months from the purchase of the AC in question, it stopped generating cooling in the room as required by it and then in this regard, the complainant informed the authorized service centre i.e., Sant Enterprises and they sent some persons from their shop to fix the problem occurred in the AC, but they were unable to uproot the problem properly in the AC, but despite the dissatisfaction of the complainant, problem of not generating cooling in his AC was not properly solved by the mechanic (Annexure C-2 to C-5). The OPs had sold the defective AC to the complainant, which was not proper working since the purchase of the same and this is clear cut case of deficiency of service on the part of the OPs. Hence, is the present consumer complaint.

2. OP No.1 & 2 contested the consumer complaint, filed their reply and stated that the complainant registered a complaint with the OP No.1 & 2 with the issues that the said AC unit is not giving proper cooling. After checking the said AC unit thoroughly, it was found that the said AC unit was working perfectly fine according to the standard parameters and there is no defect in the said AC unit. OP No.1 & 2 provided only warranty of the products and replacement of the defective part of the product if any and subject to terms and conditions of the product of warranty card. It is further stated that the basic meaning of the word warranty means the repair or the change of damaged product if within warranty. The OP No.1 & 2 provides only warranty of its product not guarantee so it is categorically proved that no question arise for replacement of entire AC unit in this case. On these lines, the case is sought to be defended by OP No.1 & 2.
3. Notice of the complaint was sent to OP No.3 seeking its version of the case. However, nobody appeared on behalf of OP No.3 despite following proper procedure, therefore it was proceeded ex-parte on 30.12.2020.
4. Rejoinder was filed and averments made in the consumer complaint were reiterated.
5. Parties led evidence by way of affidavits and documents.
6. We have heard the learned counsel for the OPs and gone through the record of the case.
7. On perusal of complaint, it is gathered that the main grievance of the complainant is that the OPs have failed to repair the AC unit installed by them at the place of complainant, as the same was not giving effective cooling.
8. On perusal of the various service reports adduced by the complainant from Annexure C-2 to C-5, it is clearly established that the AC unit in question was not giving effective cooling. On perusal of Annexure C-7, the room temperature which could be maintained by the AC is mentioned as 24.5°C, where in the AC is supposed to maintain the temperature as low as 18°C to 20°C. Nowhere the OPs have endorsed any statement that they have shown the complainant that the AC unit in question, have maintained the temperature as low as 18°C to 20°C.
9. Moreover, on perusal of the said annexure, it is also observed that the said AC was having problem relating to the gas which is not expected out of a good AC around a period of one year of the purchase of AC. The complainant spent his hard-earned money for his & his family comfort and not for inviting the problem. By not able to repair the AC to the satisfaction of complainant, the OPs are deficient in providing service, it is implied that the said AC was having inherent manufacturing defect and the same is either required to be replaced or its cost of purchase is required to be refunded after deduction of reasonable depreciation. As the said AC has developed snag around a period of one year, hence, we are of the view that 15% of the purchase price of AC, shall be reasonable to be deducted towards depreciation.
10. Significantly, OP No.3 did not appear to contest the claim of the complainant and preferred to proceed against ex-parte. This act of the OP No.3 draws an adverse inference against it. The non-appearance of the OP No.3 shows that it has nothing to say in its defence against the allegations made by the complainant. Therefore, the assertions of the complainant go unrebutted and uncontroverted.
11. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OPs are directed as under :-
 - i. to refund an amount of ₹28,050/- (₹33000-15% of purchase price towards depreciation charges) to the complainant alongwith interest @ 9% per annum from the date of filing of this complaint till realization. The complainant shall, however, return the AC in question to the OPs.
 - ii. to pay an amount of ₹7000/- to the complainant as compensation for causing mental agony and harassment to him.
 - iii. to pay ₹7000/- to the complainant as costs of litigation.
12. This order be complied with by the OPs within 45 days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) above.
13. Pending miscellaneous application, if any, also stands disposed of.
14. Certified copies of this order be sent to the parties free of charge. The file be consigned.

14/11/2023

Sd/-
[Pawanjit Singh]

Ls

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

[Suresh Kumar Sardana]

Member