

Date of filing: 26.08.2022
Date of Disposal: 29.11.2023

**BEFORE THE III ADDITIONAL BANGALORE URBAN
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
BENGALURU – 560 027.**

DATED THIS THE 29TH DAY OF NOVEMBER, 2023

CONSUMER COMPLAINT NO. 172/2022

PRESENT:

SRI.SHIVARAMA. K : PRESIDENT
SRI.CHANDRASHEKAR.S.NOOLA : MEMBER
SMT.REKHA SAYANNAVAR : MEMBER

Sri. E. Venkataramana,
S/o Sundara Rao,
Aged about 51 years,
Working as self employed
R/at 401, Brio Lake Breeze Apartment
3rd Main, Coffee Board Layout,
Hebbal Kempapura,
Bengaluru-560024.
(Party-in-Person)

... COMPLAINANT

V/s

1. LG Electronics India Pvt Ltd.,
REgd Office a-24/6, Mohan
Cooperative Industrial Estate,
Mathura Road, New Delhi-110044.

.... OPPOSITE PARTY NO.1

2. LG Electronics India Pvt Ltd.,
Branch Manager & Branch Office, 3
TKN Mansion, K.H. Road,
Double Road Opp. KSRTC Head Office,
Shanthinagar,
Bengaluru-560027. Karnataka
Authorised Signatory

... OPPOSITE PARTY No.2

(Rep. by Rajesh. A, Advocate for OP.1 & 2)

3. Girias Investment (P) Ltd.,
Sahakara Nagar No. 1040/374/105,
Kodigehalli Gate, Sahakara Nagar,
Bengaluru-560092. Karnataka
Authorised Signatory

... OPPOSITE PARTY No.3

(Ex-parte)

4. Girias Investment (P) Ltd.,
Head Office & REgd.Office 47,
3rd Floor, 15th Cross, Malleshwaram,
Bengaluru-560003. Karnataka.
Authorised Signatory

... OPPOSITE PARTY No.4

...OPPOSITE PARTIES

//JUDGEMENT//

BY SMT. REKHA SAYANNAVAR, MEMBER

1. This complaint is being filed by the complainant U/Sec. 35 of the Consumer Protection Act, 2019. The complainant request this Commission to direct the opposite parties to refund the price of the Dish Washer of Rs.56,000/- with interest at the rate of 24% per annum from 31.12.2020 till realization and to pay Rs.2,00,000/- for deficiency of service and Rs.5,00,000/- for mental agony and Rs.25,000/- towards cost of the litigation and to grant such other reliefs to the complainant as this Commission deems fit in the interest of justice and equity.
2. **The brief facts of the case are as follows:** The complainant is the party in person who submits that he had filed this complaint for deficiency of service and unfair trade practice of opposite parties. Opposite party No.1 & 2 are manufacturers and sellers



of LG Dish Washers and other Home appliances, opposite party No.3 & 4 are the sellers of Dish Washers and other home appliances.

3. Further, the complainant submits that he had purchased LG Dish Washer bearing model No.DFB424FP for a sum of Rs.56,000/- on 31.12.2020 from opposite party No.4. The same was delivered and installed on 04.01.2021. Within a span of short time the subject machine started giving the trouble. The complainant made the complaint to the customer care and they attended, they opened the machine and figured out a problem in mother board of the machine and asked the complainant to contact the Manager. Thereafter, the complainant approached one and other representatives of the opposite parties but of no use. On 22.02.2021 the complainant called the Area Manager, he assured the complainant for refund after the approval from the Head Office. But there is no further response from the opposite parties. The complainant was constrained to issue a legal notice dated 24.03.2021. The said legal notice was duly served upon the opposite parties but, they did not reply to the same. The complainant made several personal contact and over the telephonic conversation and also requested for the replacement or refund of the same but, he did not receive any constructive reply. Thereafter, till filing of this complaint, there is no response from the opposite parties. It is in these circumstances the complainant as a last resort approached this commission for the redressal of his grievances under C.P. Act,

2019 for deficiency of service and unfair trade practice of opposite parties. Hence, this complaint.

4. The notice of the complaint was duly served upon opposite party No. 1 to 3. On perusal of the order sheet it appears that the case is posted for steps against opposite party No.4 since 13.10.2022 but the complainant failed to take the steps against the opposite party No.4. Counsel for opposite party No.1 & 2 filed vakalath. Version from the side of opposite party No.1 & 2 is taken as not filed on 13.10.2022. Opposite party No.3 placed Ex-parte.
5. The complainant (PW-1) file affidavit in the form of his evidence in chief and marked EX-P1 to P8.
6. Heard the complainant.
7. The points that would arise for consideration are as under:
 - i) Whether the complainant has proved the deficiency in service and unfair trade practice on the part of the Opposite Parties?
 - ii) If so, to what relief the complainant is entitled for?
 - iii) What order?
8. Our findings on the aforesaid points are as follows:
 - Point No.1:** In affirmative
 - Point No.2:** Partly in affirmative.
 - Point No.3:** As per the final order for the following;

REASONS

9. **POINT NO.1 & 2:-** To avoid the repetition of the facts of the complaint we have discussed both the points together. The complainant had filed this complaint for the alleged deficiency of services and unfair trade practice of the opposite parties.



10. Opposite party No.1 & 2 are the Manufacturers and Sellers of LG Dish Washers and other Home appliances. Opposite party No.3 & 4 are the only sellers of the Dish Washers and other Home appliances. The complainant submits that he had purchased LG Dish Washer bearing model No.DFB424FP for a sum of Rs.56,000/- on 31.12.2020 from opposite party No.4. The same was delivered and installed on 04.01.2021. Within a span of short time the machine started giving the trouble. The complainant made the complaint to the customer care and they attended, they opened the machine and figured out a problem in mother board of the machine and asked the complainant to contact the Manager. To substantiate his bill the complainant had produced and marked EX-P1 to P8. EX-P1 i.e. purchase bill of the subject machine dated 31.12.2020 for a sum of Rs.56,000/- from opposite party No.4. EX-P2 the statement of his credit card. Further, to support his claim this claim the complainant had produced the EX-P3 i.e. phone call list, EX-P6 i.e. transcription of conversation and EX-P7 the transcription of the audio recording.
11. On perusal of EX-P5 i.e. the Guarantee card of the subject machine, the product falls under the warranty period. As per Sl.No.6 “ ***In case of repairs or replacement of any parts of the Unit, warranty will thereafter continue and remain in force only for the unexpired period of the warranty. Replacement of parts would be purely at the discretion of LGEIL alone. In case the replacement of the entire unit is being made, (subject to the sole discretion of LGEIL). The same model shall be replaced and in***

the event such model has been discontinued, it shall be replaced with the model of price equivalent at the time of purchase”.

On perusal of EX-P6 conversation in page No.31 and in EX-P7 & 8 it appears that the Manager of opposite party company has assured getting replacement of the product. Hence, all these acts of the opposite parties shows the negligence of their service and caused mental agony and financial hardship to the complainant. It amounts to deficiency of services and unfair trade practice of the opposite parties as enumerated U/Sec. 2 (11) and U/sec. 2 (47) of CP Act, 2019 respectively. By considering all the documentary evidence we are at the opinion that the complainant is entitled for the refund of the cost of subject Dish Washer of Rs.56,000/- with interest at the rate of 9% per annum from the date of its purchase on 31.12.2020 till realization. In addition the complainant is also entitled for the compensation of Rs.10,000/- towards mental agony and Rs.5,000/- towards cost of the litigation from opposite parties. Further, the complainant is directed to return the subject machine to the opposite parties. Hence, we answer Point No.1 in affirmative and Point No.2 partly in affirmative.

12. **POINT NO.3:** In the result, for the foregoing reasons, we proceed to pass the following;

ORDER

The complaint is allowed in part.

The opposite parties are jointly and severally directed to the refund the cost of subject Dish Washer of Rs.56,000/- with interest at the rate of 9% per annum from the date of



its purchase on 31.12.2020 till realization. In addition further to pay the compensation of Rs.10,000/- towards mental agony and Rs.5,000/- towards cost of the litigation to the complainant.

Further, the complainant is directed to return the subject machine to the opposite parties.

Opposite parties shall comply the order within 45 days. If it fails to comply within the above said period, the amount of Rs.15,000/- carries interest @ of 9% per annum from the date of order till realization.

Applications pending, if any, stands disposed of in terms of the aforesaid judgment.

Supply free copy of this order to both the parties.

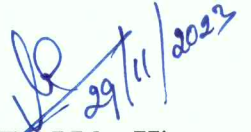
(Dictated to the Stenographer, typed by her, the transcript corrected, revised and then pronounced in the open commission on **29th day of November 2023**).


29/11/2023.

(REKHA SAYANNAVAR)
MEMBER


29/11/2023

(CHANDRASHEKAR.S.NOOLA)
MEMBER


29/11/2023

(SHIVARAMA. K)
PRESIDENT

//ANNEXURE//

Witness examined for the complainant's side:

Complainant's (PW-1) Affidavit as evidence in chief.

Documents marked for the complainant's side:

1. Copy of purchase bill dt. 31.12.2020. EX.P1
2. Notarized copy of credit card statement. EX-P2
3. Notarized copy of phone call list & text messages. EX-P3
4. Notarized copy of legal notice dt. 24.3.2021 with postal track. EX-P4
5. Notarized copy of Guarantee card. EX-P5
6. Notarized copies of transcription of conversation b/n LG Customer care and complainant. EX-P6
7. 2 nos. CD – transcription of audio recording vide EX-P6. EX-P7
8. CD containing the video showing service attendance and documents collected by opposite party. EX-P8

Witness examined for the opposite party side:

-Nil-

Documents marked for the opposite party side

-Nil-

 29/11/2022
(REKHA SAYANNAVAR)
MEMBER

 29/11/2022
(CHANDRASHEKAR.S.NOOLA)
MEMBER

 29/11/2022
(SHIVARAMA. K)
PRESIDENT