

District Consumer Disputes Redressal Commission-I (North District)

[Govt. of NCT of Delhi]

Ground Floor, Court Annexe -2 Building, Tis Hazari Court Complex, Delhi- 110054

Phone: 011-23969372; 011-23912675 Email: confo-nt-dl@nic.in

Consumer Complaint No.: 3/2021

In the matter of

Himanshu**S/o Govind Singh****C-10, DDA Flats,****Sarai Basti, Delhi-110035**

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Complainant

Vs

Lenovo India Pvt. Ltd.**(THROUGH ITS DIRECTOR)****Ferns Icon Level-2,****Doddenakund Village Marathhalli,****Outer Ring Road, Marathhalli,****Post Kr Puram Hobli City,****Banglore-560037 (Karnataka)**

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Opposite Party

ORDER/**28/11/2023****Ashwani Kumar Mehta, Member:**

1. The present complaint has been filed under Section 35 of the Consumer Protection Act, 2019. The brief details of facts, as alleged by the Complainant in the Complaint in hand, are that the Complainant has purchased a laptop from OP vide Tax Invoice No. FAC7XD2005862174 dated 23.01.2020 on payment of Rs.35,990/- only. On 30.9.2020 the laptop started showing faults and the Complainant filed the complaint

with the OP through email but the fault was not rectified. Thereafter, the Complainant sent the notice dated 09.12.2020 to the OP but the OP did not reply. The Complainant has also tried to find out their service centre at Inderlok but he could not trace out the location. With the result, Complainant's studies were affected and he also felt harassed & suffered with mental agony. Therefore, the Complainant has requested for refund of the payment made in purchase of the laptop with the compensation of Rs.1,00,000/- for mental agony, loss of studies and harassment. The Complainant has also filed copies of the Tax Invoice, email dated 30.09.2020 and tracking report and terms of warranty.

2. Accordingly, notice was issued to the OP and in response, the OP has filed its reply stating that all the averments made and contentions raised by the Complainant in the complaint are denied as being false and baseless. There is no deficiency in service as the authorised service centre has addressed the grievances of the Answering Opposite Party. The OP has further added that the complaint of the Complainant has been duly looked into when he logged a complaint with Technical Support Team of the Opposite Party with regard to the issues in the Laptop. A service request was logged on September 7th, 2020 wherein the Complainant had reported issues with regard to speaker. The communication had happened through chat, wherein the laptop of the Complainant was duly examined vide remote access technique by the service personnel of the Opposite Party and to address the grievance, the service personnel updated the drivers. It is further stated that since there was no response from the Complainant, a disclaimer was given and the chat was disconnected. The Complainant, on the same day again, had approached the Technical Support Team through Chat and the Laptop was again examined via remote access technique and the Complainant was advised to take data back up and then to install Operating System. It is further stated that the Complainant had reported issues with regard to noise coming from earphone and to completely address the grievances of the Complainant, the Complainant was advised to visit the authorised service centre as the issue could be with the earphones of the Complainant for which he was required to bring the machine to the service centre. However, the Complainant has not approached the service centre.

3. The OP has admitted that the Complainant had sent an email dated December 8th, 2020 and has also stated that if the Complainant had any genuine intention of visiting the service centre, he could have easily contacted the Technical Support Team to obtain the details of authorised service centre of the OP. There has been no call logged by the Complainant thereafter. The OP has contended that the complainant has failed to bring the machine for examination to the service centre and has approached this Hon'ble Commission without even bothering to bring the Laptop to the authorised Service Centre of the Opposite Party. The OP has further denied that the Complainant is in any manner entitled to the refund of Rs.35,990/- (Rupees Thirty-Five Thousand Nine Hundred Ninety Only) towards the cost of the Laptop and compensation to the tune of Rs.1,00,000/- (Rupees One Lakh Only).

4. The Complainant has also rebutted the reply filed by the OP stating that the purchased laptop was covered under on-site warranty as per clause 2 (on-site Service) of Part-3-Warranty service information under Dispute Resolution of Lenovo Limited Warranty that "Under Onsite Service, a service provider will either repair or exchange the product at your location. You must provide a suitable working area to allow disassembly and reassembly of the product. Some repairs may need to be completed at the service centre. If so, the service provider will take the product to the service centre at its expense". The case presented by the complainant in person, hence, written arguments were not sought but the OP has also filed the evidence and written arguments.

5. Accordingly, the complaint has been examined in view of the facts of the case and averments/documents/Evidence put forth by the complainant & OPs and it has been observed that the OP has admitted that the complainant repeatedly complained about faults in the laptop since September 2020 i.e. approximately after 8 months of purchase but the complainant has failed to bring the machine for examination to the service centre. In this context, we feel that the OP has not appreciated the fact that the

COVID epidemic was prevailing at that time and it should have acted as per the provisions of clause 2 (on-site Service) of Part-3-Warranty service information under Dispute Resolution of Lenovo Limited Warranty which provide that “Under Onsite Service, a service provider will either repair or exchange the product at buyer’s location. If some repairs may need to be completed at the service centre, the service provider should take the product to the service centre at its expense”. The OP has failed to perform according to these conditions which amounts to deficiency in service.

6. In view of the above observations, we are of the considered view that the complainant has suffered directly due to deficient service of the OP in terms of the deficiency defined in the Act which includes any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained in relation to any service and includes any act of negligence or omission or commission by such person which causes loss or injury to the consumer. Therefore, we feel appropriate to direct the OP (M/s Lenovo India Pvt. Ltd.) to pay Rs.35990/- (Rupees Thirty Five Thousand Nine Hundred Ninety only) within thirty (30) days from the date of receipt of this order, with interest at the rate of 9% p.a. from 05-01-2021 (date of filing of complaint) till the date of the payment. Besides, the OP is also directed to pay Rs.50,000/-(Rupees Fifty Thousand only) as compensation to the Complainant for the mental pain, agony and harassment, because he was a student at the relevant time & has suffered loss of studies being dependent upon online studies during the period of COVID epidemic. It is clarified that if the abovesaid amount is not paid by the OP to the Complainant within the period as directed above, the OP shall be liable to pay interest @12% per annum from the date of expiry of 30 days period.

7. The complainant shall return the Laptop in question, to the OP on receipt of the amount as ordered above.

7. Order be given dasti to the parties in accordance with rules. Order be also uploaded on the website. Thereafter, file be consigned to the record room.

ASHWANI KUMAR MEHTA

Member

DCDRC-1 (North)

HARPREET KAUR CHARYA

Member

DCDRC-1 (North)

DIVYA JYOTI JAIPURIAR

President

DCDRC-1 (North)