

**CONSUMER DISPUTES REDRESSAL COMMISSION
KARANTHUR PO,KOZHICODE**

**Complaint Case No. CC/107/2021
(Date of Filing : 20 Jul 2021)**

1. ARUN KUMAR . P.S

PADIPPURAVEED,CB ROAD,NEAR COLLECTOR'S
BUNGALOW,WESTHILL P.O,KOZHICODE-673005

.....Complainant(s)

Versus

1. HP INDIA PVT LTD

REP.BY ITS AUTHORISED PERSON HP INC.,2F,TOWER
D&E,BUILDING NO.2,DLF,CYBER GREEN ,DLF CYBER
CITY,PHASE -3,GURGAON,HARYANA-122002

.....Opp.Party(s)

BEFORE:

**HON'BLE MR. P.C .PAULACHEN , M.Com, LLB PRESIDENT
HON'BLE MR. V. BALAKRISHNAN ,M TECH ,MBA ,LLB, FIE Member
HON'BLE MRS. PRIYA . S , BAL, LLB, MBA (HRM) MEMBER**

PRESENT:

Dated : 13 Dec 2023

Final Order / Judgement

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,KOZHICODE

PRESENT: Sri. P.C. PAULACHEN, M.Com, LLB: PRESIDENT

Smt. PRIYA.S, BAL, LLB, MBA (HRM) : MEMBER

Sri.V. BALAKRISHNAN, M Tech, MBA, LL.B, FIE: MEMBER

Wednesday 13th day of December 2023

CC.107/2021

Complainant

Arun Kumar.P.S,

Padippuraveed,

CB Road,

Near Collector's bungalow,

West Hill Post, Kozhikode – 673 005.

Opposite Party

H.P India Pvt Ltd,

Rep. by its authorised person,
HP Inc,
2F, Tower D&E, Building No.2,
DLF, Cyber green, DLF Cyber city,
Phase-3, Gurgaon,
Haryana – 122002.
(By Adv. Noushad Kallada)

ORDER

By Sri. P.C. PAULACHEN – PRESIDENT

This is a complaint filed under Section 35 of the Consumer Protection Act, 2019.

2. The case of the complainant, in brief, is as follows:

The complainant, who is working as an engineer, wanted to purchase a new laptop for doing his office work. After his search, he found 2018 HP laptop model name HP Pav x360 Convert 14-cd0056TX Serial No. 8CG836D3W7laptop manufactured by the opposite party for Rs. 94,752/-displayed and listed in the website run by the opposite party. The complainant purchased the above laptop with basic warranty of one year from the date of purchase and an additional warranty for 2 years paying Rs. 94,752/-. The laptop was delivered to him on 21/11/2018. But it was not functioning as per the assurance given by the opposite party, from the beginning itself. There were so many issues relating to heating, display and key board of the laptop and the same were duly informed to the opposite party. The service engineer of the opposite party upon inspection found that there were technical problems for the above mentioned parts and replaced the same. All these replacements were done within one year of the purchase.

3. After curing the above defects, the laptop started to show a message 'to replace the battery'. The fully charged battery occasionally gets discharged when the lap top is shut down. The complaint was reported to the opposite party whereupon their service engineer, after inspection, was not able to identify the issue and suggested to replace the battery. It was informed that the battery is not covered under the additional 2 years warranty. However, they offered 10% discount on battery. It is due to the manufacturing defect that each and every important part of the laptop was replaced within a short period. His repeated requests to send an experienced service manager to attend the issues had fallen in to deaf ears. The opposite party had made him believe that all parts and accessories would be covered in the additional 2 years onsite warranty. Denying the claim for battery is unjust. The complainant had been put to severe mental agony and monetary loss due to the deficiency of service and unfair trade practice indulged by the opposite party. The

complainant purchased the laptop for his daily office work and his work was adversely affected by the deficient service of the opposite party. On 17/3/2021 the complainant issued a lawyer notice to the opposite party to replace the laptop with a new one or to refund the purchase price and to pay a sum of Rs. 1,50,000/- as compensation. But the opposite party neither sent any reply nor did they act as demanded. Hence the complaint.

4. Vakalath was filed for the opposite party on 15/5/2023. But the version was not filed within the time stipulated by the statute. Hence the opposite party was set ex-parte on 4/8/2023. Thereafter on 10/08/2023 written version was filed on behalf of the opposite party.

5. The points that arise for determination in this complaint are;

(1). Whether there was any deficiency of service on the part of the opposite party, as alleged?

(2). Reliefs and costs

6. The complainant was examined as PW1 and Exts A1 to A5 were marked.

7. **Point No 1:** The complainant has approached this Commission alleging unfair trade practice and deficiency of service on the part of the opposite party. The grievance of the complainant is that the HP laptop purchased by him paying Rs. 94,752/- is having manufacturing defect and the opposite party neglected to properly address his concerns over the laptop. The prayer is for replacement of the laptop with a brand new one or in the alternative, refund of purchase price of Rs. 94,752/-. In addition to the above, compensation to the tune of Rs. 1,50,000/- is also claimed for the loss and damages sustained by him.

8. PW1 has filed proof affidavit in terms of the averments in the complaint and in support of the claim. Ext A1 is the invoice dated 15/10/2018, Ext A2 is the e-mail dated 8/11/2018 showing the warranty details, Ext A3 is the copy of the lawyer notice dated 17/3/2021, Ext A4 is the postal receipt and Ext A5 is the track consignment copy. PW1 was not cross examined and his evidence stands unchallenged.

9. The main payer of the complainant is for replacement of the laptop with a brand new one or in the alternative, refund of the purchase price. The allegation is that the laptop is having manufacturing defect. But on a careful consideration and scrutiny of the evidence in hand, it is seen that there is absolutely nothing to show that the laptop is having any inherent manufacturing defect. Apart from a vague averment made in the complaint and repeated in the proof affidavit, the complainant has no specific allegation as to any manufacturing defect. The complainant failed to place on record any technical/ expert report to support his allegation that the laptop in question has any manufacturing defect. Not even a single document has been placed on record in support of the contention. In the absence of any such evidence, the prayer for replacement of the laptop with a new one or return of the purchase price is not allowable.

10. However, the allegations in the complaint and the evidence tendered by PW1 with regard to the history of repairs of the laptop clearly shows that he was put to severe mental agony and hardship due to the frequent failure of the laptop and he was often deprived of the facility of using the device, which he purchased for his office work. It is in evidence that immediately after the purchase, the device started to give several problems to the complainant relating to heating, display and key board and the parts were replaced. The battery also started to give problems to the complainant. The request of the complainant to send an experienced service engineer to attend the issue was not attended to by the opposite party, despite multiple reminders. No purchaser of a new laptop expects this

sought of mental agony and inconvenience. There was deficiency of service on the part of the opposite party. The complainant deserves to be compensated adequately, even though he is not entitled to get a brand new laptop or refund of the purchase price. Considering the entire facts and circumstances, we are of the view that a sum of Rs. 25,000/- will be reasonable compensation in this case.

11. **Point No.2 :-** In the light of the finding on the above point, the complaint is disposed of as follows;

a) CC.107/2021 is allowed in part.

b) The opposite party is hereby directed to pay a sum of Rs. 25,000/- (Rupees twenty five thousand only) as compensation to the complainant.

c) The payment as afore stated shall be made within 30 days of the receipt of copy of this order, failing which, the amount of Rs. 25,000/- shall carry an interest of 6% per annum from the date of this order till actual payment.

d) No order as to costs.

Pronounced in open Commission on this, the 13th day of December, 2023.

Date of Filing: 20/7/2021

Sd/-	Sd/-
MEMBER	MEMBER
PRESIDENT	

APPENDIX

Exhibits for the Complainant :

Ext A1 - Invoice dated 15/10/2018,

Ext A2 - E-mail dated 8/11/2018 showing the warranty details,

Ext A3 - Copy of the lawyer notice dated 17/3/2021,

Ext A4 - Postal receipt

Ext A5 - Track consignment copy.

Exhibits for the Opposite Party.

Nil

Witnesses for the Complainant

PW1 - Arun Kumar.P.S (Complainant)

Witnesses for the opposite party.

Nil

Sd/-	Sd/-	Sd/-
MEMBER	PRESIDENT	MEMBER

True Copy,

Sd/-

Registrar. Assistant

**[HON'BLE MR. P.C .PAULACHEN , M.Com, LLB]
PRESIDENT**

**[HON'BLE MR. V. BALAKRISHNAN ,M TECH ,MBA ,LLB, FIE]
Member**

**[HON'BLE MRS. PRIYA . S , BAL, LLB, MBA (HRM)]
MEMBER**