

Date of Filing: 23.11.2023  
Date of Order: 20.02.2024

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION – I, HYDERABAD  
P r e s e n t

HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT  
HON'BLE MRS. D. MADHAVI LATHA, MEMBER

On this the Tuesday, the 20<sup>th</sup> day of February, 2024

C.C.No. 579/2023

Between:-

Sivareddypeta Durgananda Swamy,  
S/o Late Sri. S. Venkat Swamy,  
Aged about 75 years,  
R/o: H.No. 6-3-612/12, Anandnagar Colony,  
Khairatabad, Hyderabad- 500007  
Cell No. 9652599391.

....Complainant

AND

Officer In-charge,  
M/s Eureka Forbes Ltd,  
Regd Office, B1/ B2, 701,  
Marathon Innova, Off: Ganpatrao Kadam Marg,  
Lower Parel, Mumbai – 400013.

....Opposite Party

Counsel for the Complainant : Party-In-Person  
Counsel for the Opposite party : Ex-Parte

O R D E R

(By HON'BLE MRS. D. MADHAVI LATHA, MEMBER  
on behalf of the bench)

1. This complaint is filed by the complainant U/Sec.35 of Consumer Protection Act, 2019 requesting this Commission (i) to advice the Opposite Party to replace the new machine with old machine together with appropriate Compensation.
2. The complainant has been using water purifier from Eureka Forbes (gold Nova model) since more than 14 years. In December, 2022, the complainant was enquiring from the company about renewal of Annual maintenance, but the respondent company salesman recommended for going in for a new model with new technology. They told him about advantages like chip based technology, encased filter candle system, three staged filtering etc. It is further

averred that the complainant decided to opt for the model Aquaguard select classic based on the information given. It was installed on 21.12.2022, but the respondent company salesman did not inform him about the limitations or extra precautions required while using the new model in comparison to the Gold Nova model which he used for 14 years. It is further submitted that after 8 months use in the late evening of 28.08.2023 to the dismay of the complainant and his family, it stopped working. Next day, the complainant registered a complaint with the company on 29.08.2023. A technician came and gave a shocking news that the filters got jammed as they ran the capacity of 6000 Lts. It was amusing to hear what he said “6000 Liters consumption by just two individual (seniors) in 8 months? That too when it was being used to filter municipal water! Further, the technician said candles have to be replaced at complainant’s cost” even though the machine was within the warranty period of one year. It is further averred that the complainant could not take up the issue with the company further at that point of time as his daughter and her kids were here from USA on a short trip. Many relative and friends were visiting his residence to see his daughter and grand children who had come from USA after a long gap. On the evening of 29<sup>th</sup> day of August, they were forced to borrow drinking water from neighbours to serve the guests as bottled water could not be brought from the market due to heavy rains. The complainant had no other option than to agree to incur the expenditure and the technician did the needful charging of Rs. 1275/- (WO: 290823 – 34119063) on 30<sup>th</sup> August, 2023. It is further submitted that the complainant lodged a complaint with the company on 25.09.2023 by registered post about the model being sold without telling him about its limitations of 6000 litres or candles getting jammed which was never the case with the old model. He demanded that his old machine, which was more faithful, be restored to him and the money spent for the new one be returned as he was not satisfied with it. The company office receives the letter on 28<sup>th</sup> September but there was no response except automated emails and SMS. The complainant remained the respondent company by another registered letter dated 25.10.2023. The reminder also remained unanswered. It is submitted that nobody seems to have read the complainant’s letters at the Company’s Head office. In the week of

November, 2023, one technician, who is assigned routine performance complaints, called on phone and enquired about the problem with the machine. The complainant explained the issue in detail and requested him to pass on his grievance and demanded to some senior man, still there was no response, except automated messages asking for 'feed back' as if some service has been done. The complainant alleging deficiency of service/unfair trade practice on the part of the Opposite Parties and seeking the reliefs since the machine was sold without explaining the limitations and possible jamming of candles etc the company may be advised that the new machine may be taken back and the old machine reinstalled (which the salesman took away) and arrange for return of the money the complainant spent on the new machine and appropriate compensation for the great inconvenience and embarrassment, the complainant and his wife have undergone from 28<sup>th</sup> to 30<sup>th</sup> August, 2023 when many relatives and friends were visiting their home to see their grandchildren and they had no adequate filtered water at home. Hence this complaint.

3. Despite service of notice the opposite party failed appear and file written version. Hence Commission proceeds ex-parte against the opposite party.
4. Reiterating the contents of the complaint the complainant in person led his evidence filing affidavit and marked documents Ex. A1 to A6. Complaint submitted a memo to treat contents of the evidence as written / oral arguments.
5. Now the points for consideration are:
  1. Whether there is any deficiency in service or unfair trade practice on the part of the opposite party?
  2. Whether the complainant is entitled for the claim as prayed for?  
If so to what relief?

**6. Point No.1:**

- 6.1. The case of complainant that against the opposite party company- Eureka Forbes that sold them a new water purifier without disclosing its limitations. The new machine malfunctioned after 8 months, with the technician attributing it to filter jamming, which occurred well within the warranty period. Despite complaints, the company has not addressed the issue satisfactorily, leading to

inconvenience and financial loss for the complainant. The complainant seeks the return of his old machine, reimbursement for the new one, and compensation for the ordeal endured.

- 6.2. However, the complainant supported his allegation through documentary evidence i.e. exhibits A-1 to A-6 it is evident that the complainant purchased an Aqua guard select classic+ on December 14, 2022 Ex. A1, and it was installed on December 21, 2022. However, the machine stopped working on August 28, 2023, led the complainant to file a complaint on August 29, 2023 (CM-290823-15118069). The respondent company expressed regret and assigned a technician, who attended to the issue on August 30, 2023 (Ex. A5, A6). The main allegation of the complainant is the technician informed the complainant that the filters had jammed due to exceeding the capacity of 6000 liters, a limitation not disclosed at the time of purchase. Despite the complainant's efforts to address the issue with the company, including lodging a complaint on September 25, 2023, and sending reminders on October 25, 2023, there was no satisfactory resolution (Ex. A2 & A3). The respondent company only provided automated responses, failing to address the complainant's grievance adequately under warranty. It is also the allegation of the complainant that despite raising question about the undisclosed limitations of the water purifier, the opposite party company offered a 50% concession on replacement costs but failed to resolve the issue adequately. Due to family obligations and lack of options, the complainant incurred charges for after-sales service with in the warranty period. The opposite party company's failure to address the complainant's difficulties having sought feedback from the complainant have charged for after sale services within the warranty period and to promote their business opposite party have been sold the new model without telling him about its limitations of 6000 litres or candles getting jammed, eventually amounts to both deficiency in service and resorted to unfair trade practice. Consequently, the complainant approached the Commission seeking redress, as stated in the prayer above.
- 6.3. We have perused the material evidence placed on record and the failure of the opposite party company to appear and rebut the

contentions of the complaint despite service of notice from the Commission the actions of the opposite party company, especially considering the complainant's status as senior citizens, we are of the considered opinion that the opposite party sold the new water purifier without disclosing critical limitations, leading to inconvenience and financial loss for the complainant is adoption of deficiency in service and unfair trade practice. However, the complainant is using the product, therefore, the opposite party is directed to refund the amount of Aqua guard select classic+ purchased on December 14, 2022 U/ Ex. A1 after deducting 10% from the cost of product (Rs. 11,999/- -10%) i.e. Rs.10,799/- and the complainant is directed to handover the said Aqua guard select classic+ to the opposite party immediately on receiving the said amount form the opposite party. further opposite party is directed to pay compensation Rs. 3,000/- (Rupees Three Thousand Only) for the inconvenience and financial loss suffered by the complainant and to pay the costs of the litigation of Rs.2,000/- (Rupees Two Thousand Only). Point is answered accordingly.

**7. Point No.2:**

In the result, the complaint is allowed in part and the opposite party is directed to refund an amount of Rs. 10,799/- (Rupees Ten Thousand Seven Hundred and Ninety Nine Only) the complainant and the complainant is directed to handover the said Aqua Guard Select Classic+ to the opposite party immediately on receiving the said amount from the opposite party. Further opposite party is directed to pay compensation Rs. 3,000/- (Rupees Three Thousand Only) and to pay the costs of the litigation of Rs.2,000/- (Rupees Two Thousand Only). The opposite party company is directed to improve its practices of sales service to prevent similar issues in future with the instructions that, it will provide redressal to the complainant and serve as a reminder to companies to uphold ethical practices and to provide transparent information to the consumers.

Time for compliance:

This order be complied with by the opposite party, within 45 days from the date of receipt of the order, failing which the amount of Rs. 10,799/- shall carry interest @6% per annum from the date of default till the date of realization.

Dictated to steno, transcribed and typed by him, pronounced by us on this the 20<sup>th</sup> day of February, 2024.

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE

WITNESS EXAMINED FOR THE COMPLAINANT:

(PW1) Sivareddypeta Durgananda Swamy.

WITNESS EXAMINED FOR THE OPPOSITE PARTY

Nil.

EXHIBITS FILED ON BEHALF OF THE COMPLAINANT:

- Ex.A1 Copy of invoice dated 15.12.2022.
- Ex.A2 Copy of complainant's letter to the respondent dated 25.09.2023.
- Ex.A3 Copy of complainant's letter to the respondent dated 25.10.2023.
- Ex.A4 Copy of complainant's letter to the respondent on various dates.
- Ex.A5 Copy of email received from respondent dated 29.08.2023.
- Ex.A6 Copy of email received from respondent dated 30.08.2023.

EXHIBITS FILED ON BEHALF OF THE OPPOSITE PARTY

Nil.

MEMBER

PRESIDENT

PSK  
READ BY:-  
COMPARED BY :-