

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, FEROZEPUR.**

C.C. No.350 of 2020

Date of Institution: 11.09.2020

Date of Decision:20.02.2024

Surender Pal Singh @ Surinder Pal Singh, aged about 33 years son of Jagir Singh, resident of Bhagat Singh Colony, Ferozepur City, now residing at House No.97, Block-B Ganesh Enclave, Ferozepur City, Mobile No.99141-60663.

..... Complainant

Versus

1. Sony India Pvt. Ltd., Registered Office at A-18, Mohan Co-Operative Industrial Estate, Mathura Road, New Delhi-110044.
2. Sony India Pvt. Ltd. C/o TVS Supply Chain solution a Limited, situated at Village Chalaki, Morinda Sarhind Road, Tehsil Morinda District Ropar-140101, through its Authorized signatory.
3. Reliance Retail Limited, Mall of Amritsar, situated at Lower Ground Floor, LG030, MBM Farm, Sultanvind Road, Sub Urban, Main G.T.Road, Amritsar-143001 through its Authorized signatory.
4. Sony Service Centre, Near Raghunath Mandir adjoining Service Centre of Llyod Company, Baghi Road, Ferozepur City 152002, through its authorized signatory.

..... Opposite parties

Complaint under Section 35 of the
Consumer Protection Act, 2019 amended
upto date.

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PRESENT :

For the complainant : Sh. M.S.Goel Advocate
For opposite party Nos.1 & 2 : Sh.Rakesh Chawla Advocate
For opposite party Nos.3 & 4 : Exparte

QUORUM

Smt. Kiranjit Kaur Arora President.

Smt. Suman Khanna, Member,

ORDER

KIRANJIT KAUR ARORA PRESIDENT:-

Complainant has approached this Commission seeking directions to the opposite parties either to replace the home theatre in question with new one or to refund his amount of Rs.62,990/- alongwith interest, to pay Rs.20,000/- as compensation for mental agony, pain and harassment and Rs.11,000/- as litigation expenses.

2. Brief facts made out from the complaint are that opposite party No.1 is the manufacturer of Sony Home Theatre, whereas, opposite party No.2 is the authorized dealer cum service centre of opposite party No.1, similarly opposite party No.3 is the authorized showroom of both opposite party Nos.1 & 2, which is being run by the reliance retail limited, who is the seller of all the products of opposite party No.1 and sale the entire range of make Sony on profit basis and opposite party No.4 is the authorized service centre of opposite party Nos. 1 to 3. It has been pleaded that the complainant purchased a home theatre

from opposite party for a consideration of Rs.59,006/- vide invoice No.000445 dated 27.09.2019 with guarantee of one year. It has been pleaded that the complainant found some defect in the above said home theatre regarding the connectivity of Netflix. Complainant lodged a complaint to opposite party No.4, who checked the above said home theatre and found some defect in it, accordingly, the opposite parties have replaced the above said home theatre with a new one and provided a new home theatre bearing model No.BDVN9200W/DME12, colour black, vide delivery challan No.0014526968 dated 7.10.2019. Further it has been pleaded that from the very beginning, the complainant noticed some cracking sound at the time of on/off the system and thereafter, in the month of March 2020, the complainant found some problem in the connectivity in Youtube and lateron Youtube is stop working in the system and the complainant lodged a complaint immediately before the opposite party No.4 and accordingly one of the technician has visited the house of complainant and found that the defect in the videos in Youtube, but he was failed to provide any solution against this problem. Complainant also made a complaint through email on sonlyindia.care@ap.sony.com to opposite parties and the same was replied by the opposite parties on 17.3.2020. It has been further pleaded that on 17.3.2020, opposite party No.4 has taken the said defected home theatre to their service centre and assured the complainant that the grievance of the complainant would be redressed as soon as possible as they

have found some manufacturing defect in the said home theatre and as such they would replace the same with new one. Thereafter, on 23.3.2020 the complainant again sent an email to the opposite party against the said grievance and on 25.3.2020 reply was given by the opposite party that “ we regret to inform him that we are enable to comply with your request for replacement or refund. The act and conduct of the opposite parties amounts to deficiency in service and unfair trade practice, hence this complaint.

3. Upon notice opposite party Nos. 1 &.2 have appeared through their counsel and filed their joint written reply to the complaint raising certain preliminary objections interalia that as per record of the company, the complainant purchased one Sony Home Theatre (Black) having serial No.3315112 on 7.10.2019 for Rs.62,990/- after a detailed demonstration of the features and functions alongwith the detailed explanation of all the warranty terms and conditions of the aforesaid Home Theater This unit was offered to complainant as exchange against this previous unit (Model No.BDVN9200 Serial No.3314317) The opposite party provides a limited warranty of one year on its products from the time of its original purchase and the liability strictly lies in accordance with the terms and conditions of the warranty provided by it and cannot be held liable for the claim falling outside the scope of the warranty; that after purchasing the said home theatre, the complainant for the very first time approached the service centre on 17.3.2020 raising an issue of Youtube not

working. On inspection, it was observed that main board needs replacement for the smooth and better functioning of the home theatre, the said fact was very well conveyed to the complainant, but the complainant was not ready for repairs and wanted replacement. On 2.9.2020 the complainant approached the service centre raising an issue of Surround speaker not working and in order to resolve the issue resoldering was done by the service centre and issue pertaining to the home theatre was resolved. The home theatre was then delivered back to the complainant on 6.10.2020 in a proper working condition. On merits, the preliminary objections have been reiterated and the other allegations of the complaint have been denied.

4. Opposite party Nos.3 & 4 were proceeded against exparte vide order dated 20.07.2021 and 23.08.2021 of this Commission.

5. Learned counsel for the complainant tendered into evidence Ex.C-1 to Ex.C-6 and closed evidence on behalf of the complainant. On the other hand, the learned counsel for the opposite party Nos. 1 and 2 has closed evidence on behalf of opposite party after tendering into evidence Ex. OP1 & 2/1 to Ex. OP1 & 2/4.

6. Written arguments not filed by the respective parties.

7. We have carefully examined all the documents/evidence produced on record for its contained statutory merit and have also judiciously considered

and perused the arguments duly put forth by the learned counsels for the parties.

8. From the overall circumstances as enumerated in respective pleadings of the parties, it reveals that the complainant purchased a home theatre from opposite party for a consideration of Rs.59,006/- vide invoice No.000445 dated 27.09.2019 with guarantee of one year. To prove this fact, the complainant has placed on record copy of receipt as Ex.C-3 The learned counsel for the complainant has contended that the complainant found some defect in the above said home theatre regarding the connectivity of Netflix. Thereafter complainant lodged a complaint with opposite party No.4, who checked the above said home theatre and found some defect in it, accordingly, the opposite parties have replaced the above said home theatre with a new one and provided a new home theatre bearing model No.BDVN9200W/DME12, colour black, vide delivery challan No.0014526968 dated 7.10.2019 of Rs.62,990/-, copy of Delivery challan placed on file as Ex.C-2. The learned counsel for the complainant has further contended that from the very beginning, the complainant noticed some cracking sound at the time of working of on/off system and thereafter, in the month of March 2020, the complainant found some problem in the connectivity in Youtube and later on Youtube is stop working. Thereafter the complainant lodged a complaint immediately before the opposite party No.4 and accordingly one of the technician has visited the house of complainant and found that the defect in the videos in Youtube, but he was

failed to provide any solution against this problem. Complainant also made a complaint through email on sonlyindia.care@ap.sony.com to opposite parties and the same was replied by the opposite parties on 17.3.2020. On 17.3.2020, opposite party No.4 has taken the said defective home theatre to their service centre and assured the complainant that the grievance of the complainant would be redressed as soon as possible. Thereafter on 25.03.2020 the opposite parties sent a mail regarding the product that service engineer observed that main board needs to be replaced for the satisfactory working off the product. Thus the complainant was harassed by the opposite parties again and again due to the defective product. So there is unfair trade practice and deficiency in service on the part of opposite parties.

9. The learned counsel for the opposite party Nos. 1 & 2 has argued that the complainant had purchased one Sony Home Theatre (Black) having serial No.3315112 on 7.10.2019 for Rs.62,990/- after a detailed demonstration of the features and functions alongwith the detailed explanation of all the warranty terms and conditions of the aforesaid Home Theater. This unit was offered to complainant as exchange against this previous unit (Model No.BDVN9200 Serial No.3314317) The opposite party provides a limited warranty of one year on its products from the time of its original purchase and the liability strictly lies in accordance with the terms and conditions of the warranty provided by it and cannot be held liable for the claim falling outside

the scope of the warranty. Thereafter, on 25.03.2020 the opposite parties sent a email upon inspection of the product by our service engineer it was observed that main board needs to be replaced for the satisfactory working off the product. After purchasing the said home theatre, the complainant approached the service centre on 17.3.2020 raising an issue of Youtube not working. On inspection, it was observed that main board needs replacement for the smooth and better functioning of the home theatre, the said fact was very well conveyed to the complainant, but the complainant was not ready for repairs and wanted replacement. On 2.9.2020 the complainant approached the service centre raising an issue of Surround speaker not working and in order to resolve the issue resoldering was done by the service centre and issue pertaining to the home theatre was resolved. The home theatre was then delivered back to the complainant on 6.10.2020 in a proper working condition. So there is no deficiency in service or unfair trade practice on the part of the opposite parties.

10. The Commission has observed that it is the admitted fact that complainant had purchased the home theater from the opposite parties for Rs.62990/- as exchange against previous unit. It is also admitted fact that time and again there was problem in functioning of the product within six months from the purchase. The bone of contention between the parties is that the opposite parties redress the grievance of the complainant by repairing the product but neither ready to refund the amount nor ready to replace the same.

As per the warranty document, which is Ex.OP1&2/3 shows that the product in question was within the warranty period, which was purchased on 7.10.2019 and started giving problem in the month of March 2020. We came to the conclusion that the defect occurred within warranty period. However, repair of the product never denied by opposite parties as the defects in the alleged product took place during the period of warranty, even then the opposite parties did not redress the genuine grievance of the complainant. So for satisfying the complainant, ends of justice warrants that opposite parties should be directed to replace the product in question, so that the complainant may enjoy the facilities of purchased product.

11. In view of what has been discussed above, the present complaint is partly allowed and the opposite party Nos. 1 & 2 are directed to replace the product of the complainant with new one. The said opposite parties are also directed to pay Rs.5000/- as consolidated compensation for mental agony, pain and harassment as well as litigation expenses. This order is directed to be complied with within a period of forty five days from the date of receipt of copy of order. Complaint against opposite party Nos.3 & 4 stands dismissed. Complaint could not be decided within the stipulated period due to heavy pendency of cases and due to incomplete quorum .A copy of this order be

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communicated to be parties concerned free of costs. File be consigned to the record.

Announced
20.02.2024

(Suman Khanna)
Member

(Kiranjit Kaur Arora)
President