

**BEFORE THE BANGALORE URBAN II ADDITIONAL  
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,  
SHANTHINAGAR, BANGALORE - 560 027**

**DATED THIS THE 07<sup>th</sup> DAY OF AUGUST 2023**

**CONSUMER COMPLAINT NO.365/2022**

**PRESENT:**

**SRI B.DEVARAJU, B.A.L., LL.B., ... MEMBER-CUM- I/C-PRESIDENT  
SMT.V.ANURADHA, B.A., LL.B., ... MEMBER**

**COMPLAINANT/S:**

Deepak Vasudeva Rao,  
18/34, 4<sup>th</sup> Main Road,  
New 10<sup>th</sup> Main Road,  
Anjaneya Nagar, Banashankri 3<sup>rd</sup> Stage,  
Bangalore -560085.  
Karnataka.

(Complainant is In-person)

V/s

**OPPOSITE PARTY:**

Apple India Private Limited,  
Apple India Private Limited,  
UB City, 19<sup>th</sup> Floor,  
Concorde Tower C,  
Vittal Mallya Road,  
Bangalore - 560001.

(OP is rep by Adv.Sri.Praveen Prabhakar)

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Author **SMT.V.ANURADHA, MEMBER**

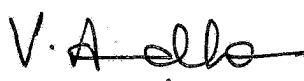
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**// JUDGMENT //**

1. This complaint has been filed by the complainant through E-Daakhil under Section 35 of the Consumer Protection Act, 2019 (hereinafter referred to as the Act) seeking direction against the opposite party to pay Rs.75,000/- for not making available the details of the technical based on the iPhone 11. To pay compensation of Rs.70,000/- for replacement of the existing iPhone 11, to pay Rs.30,000/- for mental agony and to pay Rs.25,000/- for cost of preparation and issue of the legal notice and the cost of litigation.
2. The case of the complainants in brief is as under;

The complainant has purchased an iPhone 11 in the month of January 2021 with the serial No.GV4CD4GVN73D manufactured in the month of March 2020 from Amazon website. At the time of purchase the phone was in good working condition and continued to be in good working condition till September 2022. In the month of September 2022 the complainant installed the new software release – IOS 16, that was available for installation on iPhone 11. Post installation of software the right side of the touch screen on the phone was not responding effectively to the touch. In the next few days the right side of the touch screen was completely unresponsive, and the complainant was unable to use the phone for any purpose. In this regard the complainant contacted Apple support and based on the instruction provided took a backup of the data and information on the phone and installed the upgraded software 16.0.2 on Apple support website categorically

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recognizes the touch screen issue caused to the iPhone 11 and provides IOS 16.0.2 as a bug fixer the issue. The IOS 16.0.2 was official released by Apple on 12.09.2022 and was immediately backed up with the release of IOS 16.0.2 on 22.09.2022, indicating that Apple was trying to rectify the variety of issues caused by the IOS 16. However, even after installation of IOS 16.0.2 the touch screen issue was not resolved. Thereafter, the complainant contacted the opposite party authorized service center on 05.10.2022. The personnel at the service center claimed that they were unaware of the issue caused by IOS-16 and offered to replace the touch screen as a trial and error process and then check whether it would work, at an approximate additional cost of Rs.20,000/-. The complainant chose not to submit the phone for repair at the additional cost at the service center.

3. Further the complainant trying to find solution on internet for the iPhone 11 touch screen issue, according to the Apple website the iPhone 11 display model replacement Programme where Apple has categorically admitted to the touch screen issue on iPhone 11 by stating Apple as determined that a small percentage of iPhone 11 displays may stop responding to touch due to an issue with the display module. Affected devices were manufactured between November 2019 and May 2020. Further the Apple has offered under the free service under the program for touch screen issue for up to 2 years from the date of retail sale of the unit. Wherefore, the complainant got issued legal notice on 02.11.2022, thereafter the opposite party executive contacted the complainant through mail dated 16.11.2022

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pretending to understand the issue and help and executive reverted the same reply of the that iPhone 11 not being eligible for the replacement/free service program and also stated that the service will be on the chargeable basis no reasons was provided as to why the complainant's phone does not qualify for the program and the details of the technical analysis behind the decision. Hence this complaint.

4. Upon service of notice, the opposite party appeared through Counsel and filed version by stating that, complaint is liable to be dismissed as the same is frivolous and is based entirely on fictitious facts, unsubstantiated grounds. The opposite party engaged in business of selling and offering for sale and services for Apple branded products which, inter alia, includes iPhone, iPods and Mac books, through a network of independent resellers and service providers. The opposite party transact strictly on a "Principal to Principal" basis with the independent resellers and services, and consequently as no control over any of the liabilities and obligation. The Apple products sold in India through their dealers/re-sellers and known for their cutting edge technology and at most customer satisfaction. The Apple product undergo strict quality tests to ensure that the said products maintained high standard, so that they do not fail to meet industries standards.
5. The opposite party admits that the purchase of iPhone 11 on 22.01.2021 from Appario Retail Pvt Ltd., through Amazon Platform. The warranty of the said iPhone has been expired on 22.01.2022. On 04.10.2022 after 1 year 9 months of the

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usage of the iPhone and after 9 months of the expiry of warranty the complainant contacted Apple customer care support as complained that the right side of the touch screen of the iPhone is not responsive post installation of IOS 16 software. The AC team provided trouble shooting steps and requested the complainant to upgrade his iPhone to IOS 16.0.2 software and also instructed the complainant that after the update, if issues still persists, then the complainant to visit any of the Apple Authorized service providers and deposit the iPhone for physical diagnoses. On 6.10.2022 the complainant approached the opposite party service center and due to expiry of warranty period coated for repair as chargeable and the complainant requested to pay the service and to deposit the iPhone. However the complainant refused to deposit the iPhone for physical diagnosis and did not pay the diagnostics charges even though he was well aware of the fact that the iPhone is out of warranty. Thereafter the complainant again insisted the opposite party service authority as per iPhone 11 display module replacement program is eligible for free repair since the complainant is facing the same alleged issue.

6. Further the opposite party stated that, during December 2020 the opposite party found out that as small portion of iPhone 11 models manufactured during the period between November 2019 and May 2020 were having issues with display. Hence, the opposite party uploaded and official announcement of the replacement program on 04.12.2020 which mentioned clearly that the users of iPhone 11 who faces the said issue can check the eligibility of their iPhones

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to avail the free repair under the said program by entering the serial number of the iPhone and the consumers of those eligible models can approach any nearest AASP to avail free repair services. After enquiry found out that the complainant's iPhone was not eligible for free repairs as the serial number of the said iPhone was not in the list of the effected iPhone models manufactured in the said period.

7. The opposite party after receiving the legal notice from the complainant on 02.11.2022 the opposite party has sent a mail on 16.11.2022 to the complainant for the reason for the issue of not repair of the iPhone that after expiry of warranty period after 9 months the complainant approached the opposite party. Wherefore the complainant is not eligible any prayer sought in the complaint and hence prays for dismissal of the complaint.

8. The complainant filed affidavit evidence and relies on 7 documents marked as Ex.P1 to P7. The opposite party also filed affidavit evidence and relies on 4 documents and marked as Ex.R1 to R4. The complainant and opposite party files written arguments. Heard both side. We perused the records.

9. The following points do arise for our consideration;

1. Whether the complainant proves the deficiency of service on the part of the opposite party?
2. Whether the complainant is entitled to the reliefs claimed in the complaint?
3. What order?

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10. Our findings on the above points are as under;

- i) **POINT NO.1 & 2:** In the Negative;
- ii) **POINT NO.3:** As per the final order;

**REASONS**

11. **POINTS NO.1 & 2:-** The complainant and opposite party have reiterated the facts stated in the complaint. It is the admitted fact the complainant had purchased said iPhone-11 in the month of January 2021 bearing serial No.GV4CD4GVN73D manufactured in the month of March 2020 from Amazon website by paying Rs.58,999/- as per Ex.P2. Thereafter, said phone was in good working condition and continued to be in good working condition till September 2022 i.e., 1 year 9 months. After the complainant installed the new software release IOS 16 that was available for installation on iPhone-11, post installation of the software the right side of the touch screen was not responding effectively to the touch as per document marked as Ex.P4. Later, the complainant brought to the notice of the opposite party regarding the issue occurred after installation of IOS 16. The opposite party advised the complainant to approach the nearest service center and diagnose the defect in the iPhone-11. Due to expiry of warranty period the service center personnel asked the complainant for chargeable diagnosis for which the complainant not agreed. Thereafter, the iPhone-11 display model replacement program for touch issue scheme was intimated to the complainant by the opposite party and the same was by applying the serial number of the iPhone verified by the opposite party but the complainant iPhone serial number

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not comes under the scheme, hence the complainant was not entitled for this program.

12. The opposite party further contends in Ex.R3 that the Apple one (1) year limited warranty and the complainant is not ready for deposit of his iPhone on chargeable basis to detect the defect in the iPhone due to lapse of warranty period the opposite party could not able to give the free service to the complainant and as per Ex.R4 the iPhone-11 display module replacement program for touch issues. The complainant's iPhone 11 is not eligible under the program due to one of the following reasons;

- "It is not in the affected serial number range. Our record shows that your device has already as part of this program".
- "Our record shows your device is no longer eligible for a free service under this program".

13. Wherefore, due to the above terms and conditions the complainant's iPhone-11 is not eligible for free service and replacement of the touch screen. Thereby, the complainant has failed to prove the deficiency of service on the part of the opposite party. Hence, we are of the opinion that complainant is not entitled for any reliefs sought or compensation. Hence, we answer the above point No.1 and 2 in the negative.

14. **POINT NO.3:** In view of the discussion referred above, the complaint requires to be dismissed. We proceed to pass the following:-

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Date of filing: 12.12.2022  
Date of Disposal: 07.08.2023


**ORDER**


The complaint is dismissed.

Supply free copy of this order to the parties.

Return spare copies of the pleading and evidence to the complainants.

(Dictated to the Steno, typed by her, transcript corrected, revised and then pronounced by the open Commission on **07<sup>th</sup> DAY OF AUGUST 2023**).

  
(V.ANURADHA) 7/8/2023  
MEMBER

  
(B.DEVARAJU) 7/8/23  
MEMBER-CUM-I/C PRESIDENT

**//ANNEXURE//**

**Witness examined for the complainant's side:**


Mr.Deepak Vasudeva, who being the complainant has filed his affidavit.

**List of documents filed by the complainant:**

1. Ex.P1: Certificate under Section 65 B,
2. Ex.P2: Copy of the Invoice dated 22.01.2021,
3. Ex.P3: Copy of the credit card statement,
4. Ex.P4: Copy of the about IOS 16 updates from page No.8 to 14,
5. Ex.P5: Copy of the iPhone 11 display module replacement program for touch issue,
6. Ex.P6: Copy of the IOS 16 touch screen problems,
7. Ex.P7: Copy of the legal notice.


**Witness examined on behalf of the Opposite Party:**


Mr.Sandeep Karmakar, who being the Contracts Manager has filed his affidavit.

  
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**List of documents filed by the Opposite Party:**

1. Ex.R1: Copy of the letter of Authorization,
2. Ex.R2: Certificate under Section 65 B,
3. Ex.R3: Copy of the warranty,
4. Ex.R4: Copy of the iPhone 11 display module replacement program for touch issues.

  
(V.ANURADHA) 7/8/2023  
MEMBER

  
(B.DEVARAJU) 7/8/23  
MEMBER-CUM-I/C PRESIDENT