

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II,

U.T. CHANDIGARH

Consumer Complaint No : 633 of 2022
Date of Institution : 24.08.2022
Date of Decision : 10.08.2023

Arvind Kumar aged 68 years s/o late Sh.Mehar Chand, resident of #1607, ESIC Society, Sector 51-B,
Chandigarh 160047

.....Complainant

Versus

- 1] CEO& MD, Eureka Forbes, B-1/B-2, 701, 7th Floor, Marathon Innova, Ganpat Rao Kadam Marg,
Lower Parel, Mumabi-400013, ceo@eurekaforbes.co.in.
- 2] CRM Supervisor, Forbes Pro (Eastern Zone), Eureka Forbes Ltd., Baduria (West Bengal). (**Given up
vide order dated 13.12.2022**)
- 3] Eureka Forbes Ltd., SCO No.14, First Floor, Madya Marg, Sector 7-C, Chandigarh -160019.
- 4] Eureka Forbes Ltd., #3023/1, Sector 45-D, Chandigarh -160047. (**Given up vide order dated
13.12.2022**)

..... Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA

MEMBER

Argued by:- Complainant in person.

OP Nos.1 & 3 exparte.

PER B. M. SHARMA, MEMBER

In a nutshell, the complainant purchased Maintenance Contract for his Classic Eureka Forbes Water Purifier for three years i.e. from 03.09.2021 to 02.09.2024 vide invoice dated 0.09.2022 for Rs.5175/-. Initially, the water purifier started giving problem of 'start or 'on' button which was set right by Mr.Rajiv, the Service Technician after repeated repairs. Subsequently, the new problem had developed viz. the water purifier was not on Switched On mode still the water was coming out of its outflow pipe drop by drop non-stop. The OPs despite repeated repairs have failed to rectify the said problem. On 02.05.2022, the daughter of the complainant found that the pipe connecting the water tap to the water purifier had burst from the middle and the water was flowing upward like a powerful fountain, hitting the roof, and thereafter falling everywhere in the kitchen, on the exhaust chimney etc. damaging the paint on the roof and the walls and electrical gadgets. The Service Engineer changed the damaged pipe of the system on 04.05.2022 but on the very next day i.e. 05.05.2022, the water was again coming out of the outflow pipe without the water purifier having been switched "on". Finally, the complainant served the notice dated 12.05.2022 upon the OPs and in response to which he received a call on 13.05.2022 asking him whether he had any problem with his water purifier but he told her to reply the legal notice. Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of the OPs, the complainant has filed the instant complaint.

2] Despite due service, OPs No.1 & 3 failed to put in appearance and as a result thereof they were ordered to be proceeded against exparte vide order dated 06.04.2023.

3] The complainant led evidence by way of affidavit and documents.

4] We have heard the Id.Counsel for the complainant and thoroughly perused entire evidence & documents on record.

5] It is well proved on record from Annexure C-1 that the complainant made payment of Rs.5175/- to OPs – Eureka Forbes Limited against Maintenance Contract in respect of his Water Purifier (Classic 36) which was effective from 3.9.2021 to 2.9.2024. The grouse of the complainant is that the problem reported to the OPs in respect of the water purifier was not set right by the OPs despite it being under Maintenance contract. The complainant proved that he reported the problems in the purifier to OPs followed by legal notice sent vide Ann.C-8, but nothing was done by them. It is also stated that due to leakage problem in the Eureka Forbes, the Chimney in the Kitchen was also damaged causing further loss. In our opinion, the non-providing of assured services of complete repair of the purifier by the OPs No.1 & 3 despite receipt of Maintenance Contract, is unfair on their part and amounts to deficiency in service.

6] Further, the OPs No.1 & 3 despite being duly served, failed to appear or come forward to contradict the allegations set out in the present complaint, which has raised a reasonable presumption that the Opposite Parties No.1 & 3 have failed to render due service to the complainant and have nothing to contradict meaning thereby that the OPs No.1 & 3 have duly admitted the claim of the complainant. Therefore, the deficiency in service and unfair trade practice on the part of the OPs No.1 & 3 is clearly made out, which certainly has caused harassment loss to the complainant.

7] From the above discussion and findings, we are of the opinion that the deficiency in service and unfair trade practice has been proved on the part of the OPs No.1 & 3 (Kitchen World). Therefore, the present complaint is allowed with direction to the Opposite Parties No.1 & 3 to refund the AMC Invoice amount of

Rs.5175/- to the complainant and a lumpsum amount of Rs.10,000/- to the complainant as compensation for deficient services and indulging in unfair trade practice, which includes litigation cost as well.

This order shall be complied with by the OP No.1 & 3 within a period of 45 days from the date of receipt of copy of this order, failing which they shall be liable to pay additional cost of Rs.5,000/- apart from the above relief.

Certified copy of this order be sent to the parties, free of charge. After compliance, file be consigned to record room.

Announced

10.08.2023

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER