

**Date of Filing: 15.03.2022**  
**Date of Order: 11.08.2023**

**BEFORE THE BANGALORE I ADDITIONAL DISTRICT**  
**CONSUMER DISPUTES REDRESSAL COMMISSION**  
**SHANTHINAGAR BANGALORE - 27.**

**CONSUMER COMPLAINT NO. 71/2022**

**DATED ON THIS THE 11<sup>TH</sup> AUGUST 2023**

**PRESENT**

**Sri.B. Narayanappa, M.A., LL.B. - PRESIDENT**  
**Smt.Jyothi N, B.A, LL.B. L.L.M. MEMBER**  
**Smt.Sharavathi S.M, B.A, LL.B., MEMBER**

**COMPLAINANT :**

Allwyn Cyrus R,  
38, 9<sup>th</sup> Main,  
Adityanagar,  
Bengaluru Rural-560097

Party in Person

**V/s**

**OPPOSITE PARTY/S:**

Dell Technologies,  
Divyashree, Greens Domlur,  
Inner Ring Road,  
Bengaluru Urban-560071

Adv: Sri.Nayana Udayashankar

<b>Nature of complaint</b>	<b>Deficiency in service</b>
<b>Date of filing of complaint</b>	<b>15.03.2022</b>
<b>Date of Issue of Notice</b>	<b>24.03.2022</b>
<b>Date of Order</b>	<b>11.08.2023</b>
<b>Duration of Proceeding</b>	<b>01 Year 04 Months 28 Days</b>

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*11/8/2023*

**ORDERS PASSED BY SMT.JYOTHI N MEMBER**

1. This is the complainant filed by the complainant against the Opposite party (herein referred to as OP) under section 35 of the Consumer Protection Act, 2019 for the deficiency of service and prays, to direct the OP to replace the laptop or compensate the money for the entire loss and grant such other reliefs as this commission deems fit to grant under the fact and circumstances of this case.

**2. The brief facts are that:-**

The complainant purchased a dell laptop from Reliance Digital, Sahakarnagar, Bengaluru below are the complainant details furnished

**Complaint History:**

22-24-06-19-Enquiry with dell representative station at Reliance Digital, Sahakarnagar

24-6-19 clearly deceived that back to school/college offer for extended warranty is not available after purchase of the device.

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24-6-19 Raised concerns with dell support team under the service request for issues on the product which remains unsolved till date.

28-09-20 complainant registered with NCH post which recd. multiple calls from escalation team for understanding the issue.

28-05-2021 after multiple attempts and regular requests through NCH, finally advanced resolution team contacted.

31-08-2021 Diagnosis and OS re-installation was done on-site by Dell employee and allowed observation to report further issues.

15-08-2021 issue reported back for rectification and there no further response later understood that this was done just to close the complainant filed with NCH. Hence, this complaint.

**3.** After registration of this complaint, notice was ordered to be issued to OP. In response to the notice OPs appeared through his counsel and filed version contending that the complaint is not maintainable

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either on facts or in law and therefore, the complaint is liable to be dismissed.

4. The OP has always acted in accordance with the terms and conditions of warranty and resolved the issues of the complainant accordingly on each and every occasion. That it is pertinent to note that terms and conditions of warranty, if there are any issues with the product during the validity of the warranty, it is obligatory upon the customer to contact the OP and no third party including a dealer has any authority whatsoever to provide the same on behalf of OP with respect to a product, the OP through its engineers performs a remote diagnosis or troubleshoots the system with the assistance of the customer to diagnosis and isolate the cause behind the issue. Only in cases when it is diagnosed that there are hardware issues with the product, an onsite service is scheduled or the customer is requested to visit the nearest service center and the offending part/hardware is repaired and /or replaced to resolve the issue complained of. In case the issue cannot be resolved by replacing the offending/faulty part, the OP considers replacing the

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entire unit subject to the condition and period of usage of the laptop of the customer.

5. The complainant had purchased a Dell Inspiron 5482 laptop (hereinafter "system") bearing service tag number HJ1V5P2 from retailer Reliance Digital store on 24.06.2019. On 24.07.2019, the complainant first contacted the technical support team of the OP and enquired about the "Back to College" offer the complainant had to register the same on the website of the OP within 7 days of purchase, which the complainant had failed to do. However, the complainant was offered the troubleshooting services with respect to the system as per the terms and conditions of the warranty given with the system. The complainant again demanded that the "Back to College" offer be provide. The complainant was politely informed by the representative of the OP that the offer cannot be made available as the system was not registered within 7 days of purchase and nearly 2 years had passed since the system was purchased. After multiple attempts of trying to contact the complainant went in vain, the issue was internally closed by the OP.

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6. It was again explained to the complainant that the OP will not be able to provide free of cost extended warranty/ "Back to College" offer. However as a one-time goodwill gesture, in the interest of customer satisfaction, even though the system was out of warranty, the OP offered him parts servicing at a discounted rate along with a complete waiver on the onsite technician charges. The OP again with the same demands as mentioned in the above and as a onetime goodwill gesture, in the interest of customer satisfaction, even though the system was out of warranty, the above said offer of parts servicing at a discounted rate along with a complete waiver on the onsite technician charges was re-iterated and the complainant was requested to respond to it by 30.08.2021. As per diagnostics performed technician confirmed following parts required a replacement Wi-Fi card Wi-Fi antenna and LCD top cover. The complainant was informed about the same and, since the system was out of warranty, the OP as a one-time goodwill gesture in the interest of customer satisfaction without any admission to any allegations of deficiency of service or unfair trade practice, offered him a

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quotation with the maximum discount the OP was able to process along with a waiver on the service charges once again. The complainant's acceptance, a quotation was sent to him on 08.09.2021 but customer did not make a payments and did not respond to the OP. the OP also gave the complainant another option have the repairs complete at any nearest Dell authorized service center. For all these reasons the OP prays to dismiss the complaint.

7. The complainant has filed his affidavit by way of examination in chief, the same was taken as PW-1 and got marked Ex.P-1 to Ex.P-5. On the other hand OP No.1 filed affidavit by way of examination in chief, the same was taken as RW-1 and got marked Ex.R-1 to R-3. Heard the arguments of OP and filed written arguments.

8. The point that would arise for our consideration are as under:-

1. ***Whether the complainant proves that the alleged deficiency in service on the part of the OP and thereby the complainant is entitled to the reliefs as sought?***
2. ***What order?***

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9. Our finding on the aforesaid points are as follows:

***Point No.1: In the Negative.***

***Point No.2: As per final order  
for the following***

**::REASONS::**

10. **Point No.1:-** On perusal of pleading of both the parties. The complainant has purchased dell Inspiron 5482 laptop from OP on 24.06.2019 on 24.07.2019 the complainant first contacted the technical support team of the OP and enquired about the "Back to College" offer and also reported on issue with internet connectivity on said laptop, therefore OP had sent technical support representative to the complainant and later complainant was informed by the technical team representative of the OP that to avail of the "Back to College" offer the complainant has to register the said on the website of the OP within 7 days of purchase. The complainant offered the trouble shooting service of the item as per the terms and condition of the warranty and more over complainant contacted technical support team of the OP on 09.03.2021 by which date warranty period has expired

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and further more complainant to avail of the "Back to College" offer complainant would have registered in the same website of the OP within 7 days of purchase but complainant have not registered the same well within time and fail to do so. Though complainant was informed the representative of OP that the offer cannot be made avail as not registered within 7 days of purchase and moreover 2 years has been past. Since, the Dell Laptop was purchased and also OP intimated the complainant to address any other concern except the avail said offer. Which was not within time, but complainant declined. OP has also made attempts to contact the complainant but complainant did not respond to the OP. Hence, the issue was internally closed by OP.

**11.** Again on 07.05.2021 OP interacted with the complainant as a complaint was received related to battery backup, Wi-Fi connectivity, and heating and above mentioned "Back to College" offer. However, OP has explained to the complainant that OP is not able to provide free of cost and extended warranty/"Back to College" offer as a good will gesture and also one-time

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offer and in interest of customer satisfaction even the item was out of warranty the OP has offered part of servicing at the discount rate along with complete waiver onsite on technical charges, but sought for a time to decide on or before 21.05.2021. However, the complainant never responded to that offer but later on 06.06.2021 complainant contacted the OP with the same above mentioned demands, OP offered as the good will gesture and consumer satisfaction offer. The complainant to service the laptop in the discount rate along with complete waiver onsite technical charges and also given time on the requested the same by 30.08.2021.

**12.** On 25.08.2022 the complainant contacted the OP and requested for engineer to diagnose the issue with the system. The complainant onsite technician visited the site performed and confirmed following parts require a replacement. Wi-Fi- card, Wi-Fi antenna, and LCD top cover. Since the system was out of warranty the OP as a one-time good will gesture in the interest of customer satisfaction without any admission to any alleged of deficiency of service or unfair trade practice

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complainant with the maximum discount by OP and also waiver on the service charges once again but complainant did not make any payments and did not respond to OP the OP also gave another option to repair the Dell Laptop with any nearest Dell authorized service center were the service charges will be waived off and discount rate will be issued to the part replaced but due to reasons known to the complainant. Complainant did not avail any of the offers made by the OP. In case of **GM Gupta V. Colston Bath and Spa Pvt. and others, Delhi State commission FA 523/2017**. Therefore the demands of the complainant in the present case for replacement or compensation are liable to be rejected. In the present case, the OP have provided the support services as per warranty and even beyond it; however the complainant has refused to avail the same and instead raised unwarranted demands for replacement/refund, along with the compensation. The above judgments is applicable to the case in hand complainant has not come before the commission with clean hands. Hence, the complainant has failed to prove alleged deficiency

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of service on part of OP. Hence, we answer **Point No.1** is **Negative**.

**13. Point No.2:-** For the aforesaid reasons, We proceed to pass the following:

**:: ORDER ::**


- 1. The complaint of the complainant is hereby dismissed. No order as to cost.**
- 2. Furnish the copy of order to both parties at free of cost.**

*(Dictated to the Stenographer transcribed, typed by her, corrected by us and then pronounced in Open Commission on this the 11<sup>th</sup> day of AUGUST 2023)*

  
(SRI.B NARAYANAPPA)  
PRESIDENT

11.8.2023

  
(SMT.JYOTHI.N)  
MEMBER

  
(SMT.SHARAVATHI.S.M)  
MEMBER