

**BEFORE THE III ADDITIONAL BANGALORE URBAN
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
BENGALURU - 560 027.**

DATED THIS THE 30TH DAY OF MARCH, 2024

CONSUMER COMPLAINT NO: 219/2023

PRESENT:

SRI.SHIVARAMA. K : PRESIDENT

SRI. CHADRASHEKAR.S.NOOLA : MEMBER

SMT.REKHA SAYANNAVAR : MEMBER

1. Sriniv. P. Alias,
Srinivas. P, S/o. Parameshwara. D
Aged about 32 years,
R/at No.1668/B, 2nd Cross,
Shivaramaiah Layout,
1st Stage, 3rd Block, HBR Layout,
Bengaluru-560043.
(Party-in-Person)

... COMPLAINANT

V/s

1. Croma Kalyan Nagar,
Kalyan Nagar, GF, 1st Floor, SS.Manor
Chikka Tayappa Kodandarama Reddy Layout,
Ring Road, Near Chelikere,
Bengaluru-560043.
2. LG Corporate Office,
Tower-D, IBC Knowledge Park,
9th Floor, 4/1, Bannerghatta Main Road,
Bhavani Nagar, S.G. Palya,
Bengaluru-5600029.
(Rep. by Rajesh, Advo.,)

... OPPOSITE PARTIES

//JUDGEMENT//



BY SMT. REKHA SAYANNAVAR, MEMBER

1. This complaint is being filed by the complainant under section 35 of the Consumer Protection Act 2019 to direct the opposite parties to replace the Refrigerator with the new one Or refund the amount paid and to pay a sum of Rs.80,000/- towards compensation and to grant such other reliefs to the complainant as this Commission deems fit in the interest of justice and equity.

2. The brief facts of the case are as follows:

The complainant submits that the opposite party No.1 is the Dealer & Retailer and opposite party No.2 is the Electronic Brand. The complainant on 02.10.2022 purchased LG Refrigerator, LG Washing Machine and Amazon Alexa Speaker in EMI for a sum of Rs.42,392/- from opposite party No.1. The same were delivered on the next day.

3. This being the fact, to the shock and surprise of the complainant, he noticed that the fruits and vegetables kept in the subject fridge were getting spoiled, formation of black fungus and bad smell is also coming from it. He immediately raised a complaint to opposite parties several times. The opposite party No.2 informed the complainant that they will assign a Technician to visit the complainant house. The Technician visited the house and fixed the issue but it was temporary in nature and the complainant started facing the same issue. The complainant kept on requesting the opposite party No.1 & 2 for several times, but of no use. There was no



development with regard to the issue with the defective refrigerator. But all his efforts went in vain. All these acts of the opposite parties caused mental agony and financial hardship as his wife was pregnant at that time. He left with no other alternatives to approach this commission for the redressal of his grievances under C.P. Act, 2019 for deficiency of services and un-fair trade practice of opposite parties. Hence, this complaint.

4. The notice of this complaint was duly served upon the opposite parties. The Manager of Opposite party No.1 and the counsel for opposite party No.2 had filed their respective detailed version partly, denied the averments made by the complainant and contended that there is no deficiency of service and unfair trade practice of the opposite parties as alleged by the complainant and prayed to dismiss the complaint with heavy cost.
5. The complainant (PW-1) had filed an affidavit in the form of his evidence in chief and marked EX-P1 to P5. Authorized signatory of opposite party No.2 (RW-1) filed an affidavit in the form of their evidence in chief.
6. The points that would arise for consideration are as under:
 - i) Whether the complainant has proved the deficiency in service and unfair trade practice on the part of the Opposite Parties?
 - ii) If so, to what relief the complainant is entitled for?
 - iii) What order?
7. Our findings on the aforesaid points are as follows:



Point No.1. In affirmative.

Point No.2: Partly in affirmative.

Point No.3: As per the final order for the following;

REASONS

- 8. POINT NO.1 & 2:-** To avoid the repetition of the facts, we have discussed both the points together. The complainant who had filed this complaint for the alleged deficiency of services and unfair trade practice of the opposite parties.
- 9.** It is the contention of the complainant that the opposite party No.1 is the Dealer & Retailer and opposite party No.2 is the Electronic Brand. The complainant on 02.10.2022 purchased LG Refrigerator, LG Washing Machine and Amazon Alexa Speaker in EMI for a sum of Rs.42,392/- from opposite party No.1. The same were delivered on the next day.
- 10.** This being the fact, the complainant noticed that the fruits and vegetables kept in the subject fridge were getting spoiled, formation of black fungus and bad smell is also coming from it. He immediately raised a complaint to opposite parties several times. Further, it is the contention of opposite party No.2 that whenever the complainant raised the request their Technician had visited the house of the complainant, they were attended and found that the said subject fridge was not using as per the user manual of the opposite party and the Technician had instructed the complainant to use the same as per the user manual. And further it is the contention of the opposite party No.1 they are just retailer of opposite party No.2. Liability lies



on the opposite party No.2 as warranty period of the said product is for a period of 12 months from the date of purchase.

11. On perusal of the order sheet dt. 20.11.2023, the counsel for op No.2 filed a memo stating that the complainant did not permit their Technician to verify the product on one and other reason. Both the parties have consented to verify the product by the Technician of the op No.2 before this commission. Further, on perusal of order sheet dated 27.11.2023 the counsel for op No.2 had filed a memo stating that their Technician visited and inspected the subject Refrigerator. On the basis of the visit the counsel for op No.2 submitted in the said memo that condition of the Refrigerator in question? is in normal and it is in working condition. The complainant failed to file objection to the said memo, the same is also recorded in the order sheet dt. 20.01.2024 that the objection to memo dt. 27.11.2023 from the side of complainant is taken as not filed.

12. On perusal of E-mail communication & WhatsApp communication which is produced and marked as EX-P1, P2 and P3 it discloses that the Six Technicians of the op No.2 had visited the place of the complainant and addressed an issue but the complainant expressed his dissatisfaction towards the said service. Further, on perusal of all the Exhibits marked by the complainant discloses that since from the purchase of the subject product, the complainant kept on making the request for the service of subject product for one and other reasons like Spoiling of the food, bad smell and formation of black fungus made the complainant to suffer mentally and



financially as he had brought it on EMI basis and also most concern matter for the complainant was that his wife was pregnant at that time and he failed to provide healthy and nutritious food to his expecting wife. The very purpose of purchase of the subject Refrigerator could not survived. It caused emotions of the complainant. Therefore, we feel the act of ops amounts to deficiency of service as enumerated U/Sec. 2 (11) and unfair trade practice as enumerated U/Sec. 2 (47) of CP. Act 2019. Hence we direct the op No.2 to refund the amount of subject Refrigerator of Rs.18,190/- with interest at the rate of 9% per annum from the date of its purchase on 02.10.2022 till realization as the complainant is making the EMI payments towards the purchase of the said subject refrigerator. Further the complainant is directed to return the subject refrigerator to op No.2. In addition the op No.1 & 2 jointly and severally directed to pay the compensation of Rs.10,000/- towards mental agony and financial hardship of Rs.5,000/- towards litigation expenses. Hence we answer Point No. in Affirmative and Point No.2 Partly in Affirmative.

- 13. POINT NO.3:** In the result, for the foregoing reasons, we proceed to pass the following;

ORDER

The complaint is allowed in part.

The opposite party No.2 is directed to refund the amount of subject Refrigerator of Rs.18,190/- with interest at the rate of 9% per annum from the date of its purchase on 02.10.2022 till realization as the complainant is



making the EMI payments towards the purchase of the said subject refrigerator. Further the complainant is directed to return the subject refrigerator to opposite party No.2.

In addition the op No.1 & 2 jointly and severally directed to pay the compensation of Rs.10,000/- towards mental agony and financial hardship of Rs.5,000/- towards litigation expenses.

Opposite parties shall comply the order within 45 days from the date of order. In case they fail to comply, the above said amount of Rs.15,000/- carries interest @ 9% per annum. from the date of order till realization.

Applications pending, if any, stands disposed of in terms of the aforesaid judgment.

Supply free copy of this order to both the parties.

(Dictated to the Stenographer, typed by her, the transcript corrected, revised and then pronounced in the open commission on 30th day of March 2024).


30/03/2024.
(REKHA SAYANNAVAR)
MEMBER


30/3
(CHADRASHEKAR.S.NOOLA)
MEMBER


30/03/2024
(SHIVARAMA. K)
PRESIDENT

//ANNEXURE//

Witness examined for the complainant's side:

The complainant (PW-1) files his evidence as Affidavit in chief.

Documents marked for the complainant's side:

1. Copy of Quotation. EX-P1
2. Copy of Brochure. EX-P2
3. Copy of on-line payments dt.15.07.2023, 24.07.2022) EX-P3
4. Copy of bank statement & receipt. EX-P4
5. Copy of mail correspondence. EX-P5
6. Copy of legal notice dt. 17.11.2022. EX-P6

Witness examined for the opposite party side:

The opposite party (RW-1) files his evidence as Affidavit in chief.

Documents marked for the opposite party side:

1. Copy of basic quotation. EX-R1
2. Copy of Whatsapp conversations. EX-R2
3. Copy of revised quotation (3 in numbers). EX-R3
4. Copy of Whatsapp conversations dt.15.07.2022. EX-R4
5. Copy of 3D design (4 in number) (2nos). EX-R5
6. Copy of E-mail. EX-R6
7. Screenshot of Whatsapp. EX-R7
8. Copy of 2D,3D & 2D drawings. EX-R8
9. Copy of follow up e-mail. EX-R9
10. Copy of final quotation. EX-R10
11. Copy of screenshot of Whatsapp conversation. EX-R11
12. Copy of legal notice, reply notice. EX-R12

 30/03/2024.
 
 30/03/2024
(REKHA SAYANNAVAR) (CHADRASHEKAR.S.NOOLA) (SHIVARAMA. K)
MEMBER MEMBER PRESIDENT