



Date of registration : 20.02.2021  
Date of order : 21.11.2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
NO.1, VISAKHAPATNAM : AP

PRESENT: Smt.Dr.Gudla Tanuja, B.Com., M.A.(HRSA), LL.M., Ph.D(Law)  
President

Sri Varri Krishna Murthy, M.A., M.B.A., A.I.I.I.,  
(Associateship in Insurance Institute of India)  
Member

Ms.Rahimunnisa Begum, M.Com., LL.M., M.HRM (Ph.D)  
Woman Member

Tuesday, 21<sup>st</sup> November, 2023

Consumer Complaint No.67/2021

Between:

Dalli Archana, D/o late Appala Raju, Hindu, aged 34 years, residing at  
D.No 52-1-15, Old Resapuvanipalem, Visakhapatnam-530013  
... Complainant

And:

1. Panasonic India Private Limited, rep. by its Managing Director, Head  
Office, 12<sup>th</sup> Floor, Ambience Towers, N.H-8, Ambience Island, DLF, Phase-  
3, Sector-24, Gurugram, Haryana-122002.

2. Panasonic India Private Ltd., represented by its Service Manager,  
D.No.39-10-5, 1<sup>st</sup> Floor, VNR Tower, beside Karvy Building, Opposite  
Water Tank, Labbipeta, Vijayawada-520008

3. Tirumala Music Private Limited (TML), D.No.46-15-43, beside Manoj  
Textiles, 48 Bus Stop, Dondaparthi, Visakhapatnam-530005

4. Sri Sai Ganesh Enterprises, represented by its Authorised Signatory,  
D.No.49-35-12, Kanaka Mahalakshmi, Co-operative Bank Backside lane,  
Akkayyapalem, Visakhapatnam-530016.

... Opposite parties

Counsel for the complainant : Smt. S.M. Kakshayani  
Counsel for the 1<sup>st</sup> Opposite Party : Sri Gnanl Vivek Karra &  
Sri Latika Deo

2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Opposite parties called absent.

Date of Hearing : 07.11.2023

ORDER

(As Per Sri, V. Krishna Murthy, Member on behalf of the bench)

1. The present Complaint is filed to direct the Opposite Parties to (a) replace the LED TV of the same model with a brand new one or refund Rs.20,501/- towards the cost of the TV with interest @ 24% per annum from the date of its purchase i.e., 20.01.2020 till realization (b) Pay

Rs.1,00,000/- towards compensation for mental agony (c) Pay Rs.1,00,000/- towards compensation for deficiency in service. (d) Pay costs of Rs.10,000/- (e) Such other relief or reliefs as the Honourable Forum may deem fit and proper in the circumstances of the case.

2. The complainant submits that she is a practising advocate. Purchased a Panasonic Smart LED TH 32 FS600D Television from the 3<sup>rd</sup> Opposite Party for a sum of Rs.20,501/- vide Tax Invoice No.ZVZ-S-511104. Warranty for the TV is one year. The Television worked for two months and thereafter, the complainant found that there was an increase and decrease of the volume of the Television. Due to the Covid-19 pandemic, the complainant could not lodge a complainant to the Opposite Parties owing to lock down. When the complainant still persists, she lodged a complainant No.R040720854483. On 05.07.2020 the opposite parties have attended the complainant of the T.V. The complainant was told if the problem reoccurs, mother board is to be replaced. Two days after the complaint was attended the said T.V stopped functioning. The complainant's efforts to contact the Opposite Parties were futile. On receipt of a lawyer's notice dated 03.12.2020 from the complainant demanding for replacement of the T.V with a new one. The Opposite Parties sent a Service Engineer on 05.12.2020 to attend the repairs. The service engineer attended the complaint and detected that "Low Audio" and "Main PCB Problem" and that he would recommend the Opposite Parties for approval to replace the T.V with a new one. But till date no one attended the complaint and that the complainant had to spend without a T.V till the date of the complainant. Hence, the complaint by the complainant.

3. On the contrary the 1<sup>st</sup> Opposite Party denies all the allegations of the complainant except that the subject TV was bought by the complainant from the Opposite Parties for Rs.20,501/-. The service engineer attended the complaint of T.V on raising a complaint by the complainant. The service engineer found an issue with the software who updated the software and resolved the sound problem and made the T.V in a perfect condition. The same was confirmed by the complainant. Again on 05.12.2020 after a gap of five months from the date of the 1<sup>st</sup>





complaint another complaint was raised by the complainant and when tried to attend the problem the complainant did not allow the service engineer to attend. Hence, the demand of the complainant to replace the LED TV is devoid of merits.

4. 2<sup>nd</sup>, 3<sup>rd</sup> and 4<sup>th</sup> Opposite Parties did not choose to contest the matter.

5. Documents as per available record.

During the course of inquiry, Exhibits A1 to A6 and Exs.B1 and B2 are filed for the complainant and the Opposite Parties respectively. The Opposite Parties filed their Written Version and both the parties filed their Evidence Affidavits and Written Arguments. Heard the Oral arguments of the Counsels of the complainant and the Opposite Parties. Perused all the documents brought on record.

Law and Analysis.

6. Points for Determination

- (i) Whether any deficiency of service is found on the part of the Opposite Parties?
- (ii) If so to what extent relief/reliefs are payable to the complainant by the Opposite Parties?

7. Point No.1:

The case of the complainant is that she purchased the said television on 20.01.2020 from the 3<sup>rd</sup> Opposite Party (Ex.A1) which the 1<sup>st</sup> opposite parties do not dispute. The product has 1 year warranty from the date of purchase (Ex.A2). On 04.07.2020 the complainant raised a complaint with regard to the problem of the subject TV (Ex.B1). The opposite party attended the complaint and rectified the problem to the satisfaction of the complainant for which the complainant signed and agreed that "Software done and the set made O.K" (Ex.B1). Later, the product stopped working and the complainant's contention is that after receiving the legal notice sent to the Opposite Parties dated 03.12.2020 (Ex.A4). (However, there is no proof of evidence that the complainant had sent the said legal notice (Ex.A4) nor there is any acknowledgement brought on record). On receipt of a complaint from the complainant,

second time the opposite parties have again gone to the premises of the complainant to rectify the product/attend the complaint on 05.12.2020 (Ex.A3), but the complainant did not allow their service engineer to inspect the product.

8. On meticulous observation of the material filed brought on record by both the parties. Ex.A3, Ex.B2 filed by the complainant and the opposite parties respectively differ with each other though the complaint date was the same i.e., 05.12.2020 and the defect detected by the service engineer as per Ex.A3 is "Main ACB Problem" whereas, the defect detected is "Sound Issue and blue tooth problem". Whereas, as per para 7 (iii) of the Written Version, para 5 of Evidence Affidavit and para 3 of the written statement of the opposite parties submitted that the complainant did not allow the service engineer to inspect the product though they were willing to attend to replace the speaker of the product and instead demands only replacement of the product. However, as per Ex.B2 the opposite party has attended the problem and prepared the job sheet whereas, their contents as mentioned above is contradictory to their own statement. In view of the above evident facts, the citations mentioned in the Written version and the citations filed vide opposite parties' Memo on 07.11.2023 could not be considered by the Commission. Hence, the Opposite Parties fall under deficiency of service and unfair trade practice as per Section-2(11) and (47) respectively.

9. Point No.2:

Basing on the above, the complaint is allowed in part directing the opposite parties 1 to 4 to pay the cost of the TV i.e., Rs.20,501/- (Rupees twenty thousand five hundred one only) to the complainant together with interest @ 6% p.a from 20.01.2020 till the date of realisation and further directed to pay Rs.20,000/- (Rupees twenty thousands only) towards compensation besides costs of Rs.5,000/- (Rupees five thousand only). Time for compliance is one month from the date of receipt of this order. The Complainant is directed to return the defective television to the opposite parties on compliance of order.





### 10. Result:

The complaint is allowed in part directing the opposite parties-1 to 4 to pay the cost of the TV i.e., Rs.20,501/- (Rupees twenty thousand five hundred one only) to the complainant together with Interest @ 6% p.a from 20.01.2020 till the date of realisation and further directed to pay Rs.20,000/- (Rupees twenty thousands only) towards compensation besides costs of Rs.5,000/- (Rupees five thousand only).

Time for compliance is one month from the date of receipt of this order.

The Complainant is directed to return the defective television to the opposite parties on compliance of order.

Dictated to the Shorthand Writer, transcribed by her, corrected and pronounced by us in the open Forum on this the 21<sup>st</sup> November, 2023.

*Rahimunnisa Begum*  
Woman Member

*Glanitja*  
President

*[Signature]*  
Member

### APPENDIX OF EVIDENCE

#### Exhibits Marked for the Complainant:

Doc.No.	Date	Description	Remarks
Ex.A1	20.01.2020	Tax Invoice issued by 3 <sup>rd</sup> Opposite party.	Original
Ex.A2	--	Certificate of Warranty	Original
Ex.A3	05.12.2020	Job Sheet	True copy
Ex.A4	03.12.2020	Registered Lawyer's Notice	Office copy
Ex.A5	05.12.2020	Letter issued by Service Manager	True copy
Ex.A6	16.12.2020	Reply Lawyer's Notice	Original

#### Exhibits Marked for the Opposite Parties:

Ex.B1	04.07.2020	Job Sheet	Attested copy
Ex.B2	05.12.2020	Job Sheet	Attested copy

*Rahimunnisa Begum*  
Woman Member

*Glanitja*  
President

*[Signature]*  
Member