

IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, ALAPPUZHA

Thursday the 25th day of August 2022.

Filed on 10-02-2022

Present

1. Sri S. Santhosh Kumar BSc., LL.B (President)
2. Smt. C.K. Lekamma, B.A.L., LLB (Member)

In

CC/No.33/2022

between



Complainant:-

Sri S. Mahendranadh
S/o Sivan A.B
Koimadom House
Muttavazhy Road
Pandanad.P.O
Chengannur-689506
(Adv. Shijoy John Mathew)

Opposite parties:-

1. Apple India Pvt. Ltd
19th Floor, Concorde Tower
UB City, No. 24
Vittal Mallya Road
Bangalore-560001
Rep by its M.D
(Adv. Sreedevi S)
2. Apple Authorized Service
Provider -i care, 5D
Erakkathil Building
Vijayapuram Ward XVII
Kottayam-Kumly Road
Kalathipady-686010
3. National Consumer Helpline
Department of Consumer
Affairs, Krishi Bhavan
New Delhi-110001
Rep by its Director

ORDER

SRI. S.SANTHOSH KUMAR (PRESIDENT)

Complaint filed u/s 35 of the Consumer Protection Act, 2019.

1. Material averments briefly discussed are as follows:-



Complainant is a 20 year old student currently studying BCA (Bachelor of Computer Applications) at Girideepam Institute of Advanced Learning and also pursuing his specialization in IBM as a Cyber Security Analyst. Complainant had bought a Laptop (Mac book Pro 16 inch 219 model) on 19/3/2021.

2. 1st opposite party is the manufacturer of the laptop. At the time of purchase it had a warranty of one year and it expires only on 14/3/2022. At the time of initial usages itself, the laptop had an issue where the user would get shock from the edges of the laptop. Complainant addressed this issue to the 2nd opposite party who is a registered service provider of the 1st opposite party. Though not initially informed, complainant was asked to buy an additional Apple Extension Cord worth Rs.1,900/- simply so that he would not get shock from daily use. This requirement was not mentioned in the user manual or the box or by the sellers at the time of selling it.

3. As the complainant is a student who needed an advanced laptop for his studies which is highly computer oriented he reluctantly bought the extension cord and continued using the laptop.

4. On 4/12/2021 the laptop started restarting on its own without any action from the side of the complainant. The complainant used to hear short circuit sounds from the laptop since the very start itself. Complainant researched about this problem online and found that this is a common issue with this laptop among its users. Complainant contacted the 1st opposite parties customer support who advised the complainant to trouble shoot the



laptop multiple times but to no avail. Complainant without wasting any time approached the 2nd opposite party and gave the faulty laptop to them for repair on 6/12/2021.

5. The customer relations of the 1st opposite party had assured the complainant that he would be allotted an alternate device for his college presentations while the product would be in repair. However on delivering the faulty product, he was not provided an alternate device.

6. On 13/12/2021 2nd opposite party called the complainant and told that through their product diagnostics, they could not find the real problem so they just replaced the mother board of the laptop twice. All they could confirm was that the product itself is faulty. 2nd opposite party went ahead and said that they had ordered for spare parts. On 15th December an executive by name Mr. Vijay from the 1st opposite party called to inform the complainant that the product is still in diagnostics and asked for more time. This call was again repeated on the 18/12/2021. 2nd opposite party on 22nd informed that the top case and the battery had to be removed on instructions from the 1st opposite party and that they were waiting for the parts to arrive.

7. On 31/12/2021 complainant approached the National Consumer Helpline and filed a complaint. The 1st opposite party on 6/1/2022 informed the complainant that there would only be an option of repair and not refund. On 6th January 1st opposite party customer relations executive called and



informed the complainant that he would be getting his refund for the product within 4 weeks.

8. Complainant had suffered several pain, mental agony and hardships due to the loss of enjoyment of the said laptop. There was constant denial of his rightful relief from the opposite parties. Complainant has also suffered financial losses as he deals in the stock market every day. Without an alternative device, the complainant's grievances were mocked down by the 1st opposite party and were asked to rely on other's help for his daily use. Hence the complaint is filed to direct the opposite parties to refund a sum of Rs.2,24,910/- along with interest and claiming Rs 1,50,000/- as compensation and Rs. 25,000/- as cost.

9. 1st opposite party filed a version mainly contenting as follows:-

The complaint is liable to be dismissed as it is frivolous. It is a futile attempt on the part of the complainant to make unlawful gains. Apple products sold in India by the 1st opposite party are known for their cutting edge technology and utmost customer satisfaction. Apple products undergo strict quality tests, to ensure that the said products maintain high standards, so that they do not fail to meet industry standards.

10. Complainant had purchased a Mac book Pro, 16 inch Laptop on 19/3/2021 from the online store of the 1st opposite party. On 6/12/2021 complainant approached the 2nd opposite party with the issues pertaining to laptop. On receipt of the device the AASP performed Visual Mechanical

Inspection (VMI) tests trouble shooting steps, and various other tests on the device and intimated to the complainant on 7/12/2021 that the Touch ID and Main Logic Board had to be replaced in order to resolve the issue and the said the service would be free of cost as the device was under warranty. 2nd opposite party also informed that some spare parts have been ordered from the ware house of the 1st opposite party and there would be some delay in procuring the same. Unfortunately the spare parts did not reach the store of the 2nd opposite party within time due to lack of man power caused by the ongoing pandemic.

11. On 31/12/2021 complainant raised a grievance with the 3rd opposite party which is an integrated grievance mechanism cell. 1st opposite party was informed about the grievance. Immediately upon the receipt of the device 1st opposite party initiated the refund process on 15/2/2022 and transferred the refund of Rs. 2,24,910/- via NEFT. Hence the claim of Rs. 1,50,000/- as compensation and cost of Rs. 25,000/- are baseless. Complaint is not maintainable since 1st opposite party has refunded the cost of the device on 15/2/2022. As per limitation liability clause in the Apple terms of warranty 1st opposite party cannot be held liable for financial loss, loss of reputation, loss of faith in the product, mental agony etc. by the consumer including loss of business and loss of opportunity. The present complaint is devoid of any merit and contradicts established principles of law. Hence it may be dismissed with cost. 2nd opposite party remained exparte.



12. On the above pleadings following points were raised for consideration:-

1. Whether there is any deficiency of service on the part of opposite parties as alleged?
2. Whether the complainant is entitled to realize an amount of Rs. 2, 24,910/- along with interest from the opposite parties as prayed for?
3. Whether the complainant is entitled to realize an amount of Rs. 1, 50,000/- as compensation from the opposite parties as prayed for?
4. Reliefs and costs?

13. Evidence in this case consists of the oral evidence of PW1 and Ext A1 to A8 from the side of the complainant. 1st opposite party has not adduced any evidence either oral or documentary.

14. Point No. 1 to 3:-

PW1 is the complainant in this case. He filed an affidavit in tune with the complaint and marked Ext A1 to A8.

15. As per Ext.A1 bill on 19/3/2021 PW1, complainant purchased Mac book Pro 16 inch 219 model laptop for Rs.2,24,910/- It was manufactured by the 1st opposite party M/s Apple India Pvt. Ltd. PW1 is studying for Bachelor of Computer Application (BCA) course and it was purchased for his study purpose. However according to him initial stages itself the laptop had an issue where the user would get shock from its edges. A complaint



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was made before the 2nd opposite party who is the authorized service centre and as per their request on 7/5/2021 as per Ext.A3 bill an Apple Power Adaptor Extension cable was purchased for Rs 1,700/-. However again certain complications arose with the lap top and on 6/12/2021 it was entrusted with the 2nd opposite party for repairs. Since the laptop was having certain issues 1st opposite party realized the same and on 18/2/2022 refunded the entire purchase value to the complainant. Now the allegation of PW1 is that due to the non working of the laptop he was not able to do his studies properly and he is entitled for compensation. It was also contended that he was doing share broking business and he could not to do the same due to the non functioning of the laptop. Hence the complaint is filed for realizing the value of the laptop along with interest and amount of Rs.1.5 lakh as compensation along with Rs. 25,000/- as cost. 1st opposite party filed a version contending that they are renowned manufacturer of laptops and it is supplied after thorough quality check. When it was noticed that the lap top is having some complaint they had taken steps to refund the price of the laptop and accordingly on 15/2/2022 the entire price of the laptop was returned. Hence there is no reason for awarding compensation and so the complaint is only to be dismissed. 2nd opposite party remained exparte. Complainant got examined as PW1 and marked Ext.A1 to A11. 1st opposite party did not adduce any evidence either oral or documentary.

16. The fact that PW1 purchased the product for Rs.224,910/- on 19/3/2021 as per Ext.A1 bill is not in dispute. It is also an admitted case that



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as per Ext.A3 bill PW1 purchased an Apple Power Adaptor Extension cable since there was issue of shock for the laptop. The complaint is seen filed on 10/2/2022. As per Ext.A11 it is seen that the price of the laptop ie, Rs. 2,24,910/- was refunded to PW1 through his account in the HDFC Bank on 18/2/2022. Accordingly the learned counsel appearing for the complainant relinquished the 1st relief and it was endorsed in the complaint. Now the only question to be looked into is whether the complainant is entitled for compensation on account of the default of laptop. Admittedly as per Ext A6 it is seen that on 6/12/2021 PW1 entrusted the laptop with the 2nd opposite party who is the authorized service centre of 1st opposite party to rectify the defects. Though as per Ext A7 it was informed that on 7/1/2022 the product is ready for pick up according to PW1 it was not correct. However it has come out in evidence that through 2nd opposite party 1st opposite party realized that the laptop is having defects and so they decided to returned the bill amount and accordingly on 18/2/2022 the entire price of the laptop was refunded. According to learned counsel appearing for the complainant on 6/12/2021 the laptop was entrusted for repairs with the 2nd opposite party who is the authorized service centre and the refund was only on 18/2/2022. It was pointed out that for 73 days in between 6/12/2021 and 18/2/2022 PW1 was not having the laptop and so he is entitled for compensation since the studies were affected.

17. It is to be noted that as per Ext.A1 bill the price of the lap top is Rs. 2,24,910/-. According to PW1 as per the advice of the 2nd opposite party on



7/5/2021 he purchased a cable having 3 pin to avoid shock by paying Rs. 1,700/-. It was as per the request of the 2nd opposite party service centre. So it can be seen that besides spending huge amount of Rs. 2,24,910/- for purchasing the laptop PW1 had to spend Rs. 1,700/- more to avoid shock. If a person is purchasing product by spending such huge amount he is expecting best functioning from the product. Here in this case though the product was purchased on 19/3/2021 on 6/1/2022 it became defective. Admittedly as per Ext.A2 the product is having a warranty of 1 year which is upto 14/3/2022. It is true that on 18/2/2022 1st opposite party had refunded entire price to PW1. It is to be remembered that PW1 was studying for BCA and laptop was must to perform the studies. Though PW1 has got a case that he was doing share trading business there is no evidence on record to prove the same. To avoid shock PW1 had to purchase an extension code as per Ext.A3 bill for Rs. 1700/-. As rightly pointed out by the learned counsel appearing for the complainant since it was purchased to avoid the shock PW1 is entitled to refund the price of the same. For a period of 73 days from 6/12/2021 to 18/2/2022 PW1 was not having the services of the laptop which had affected his studies. In said circumstances PW1 is entitled for compensation and considering the entire circumstances we are of the opinion that he is entitled for compensation @ Rs.500/ per day for 73 days ie, from 6/12/2022 to 18/2/2022. These points are found accordingly

18. Point No. 4:-

In the result complaint is allowed in part

- a) Complainant is allowed to realize an amount of Rs.1,700/- being the price of Apple Power Adaptor Extension cable from the 1st opposite party.
- b) Complainant is allowed to realize an amount of Rs. 36,500/-(500 X 73 days) as compensation from the 1st opposite party.
- c) Complainant is allowed to realize an amount of Rs.2000/- as cost from the 1st opposite party.

Order shall be complied within 30 days from the date of the receipt of this order.

Dictated to the Confidential Assistant, transcribed by her corrected by me and pronounced in open Commission on this the 25th day of August, 2022.

Sd/- Sri S. Santhosh Kumar(President)

Sd/- Smt. C.K.Lekhamma(Member)

Appendix:-Evidence of the complainant:-

PW1	-	S. Mahendranath(Complainant)
Ext.A1	-	Tax Invoice
Ext.A2	-	Warranty details
Ext.A3	-	Tax Invoice /Bill dtd. 7/5/2021
Ext.A4	-	True copy of Online Thread citing
Ext.A5	-	Grievance Details
Ext.A6	-	Repair Acceptance form
Ext.A7	-	Repair Status
Ext.A8	-	Repair Status
Ext.A9	-	True copy of College Id card
Ext.A10	-	official mail confirming
Ext.A11	-	Bank Statment
<u>Evidence of the opposite parties:- Nil</u>		

///True Copy ///

To

Complainant/Oppo. party/S.F.



By Order

Assistant Registrar

Typed by:- Br/
Compared by:-

03/06/22