**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT MOGA**

**IN RE: COMPLAINT NO. \_/20**

**IN THE MATTER OF:**

Rajinder Kumar,

Engineer, aged 41 years,

S/o Desh Raj,

H. No. 1551, Street No. 2,

Basti Alipur, Amritsar Road,

Moga, Punjab, …Complainant(s)

Versus

1. Supreme Infosys,

5A, New Sodhi Nagar, Moga,

Punjab

1. M/s Hawlett Packard Global Soft Private Ltd.,

EC2 Campus, HP Avenue, Survey No. 39 (PART),

Electronic City, Phase II,

Hosur Road, Bangalore-560100 …Opposite Parties

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

**RESPECTFULLY SHOWETH:-**

1. That the Complainant herein, Rajinder Kumar, S/o Desh Raj, aged about 41 years old, is an engineer residing in House No. 1551, Street No. 2, Basti Alipur, Amritsar Road, Moga. The 1st Opposite Party herein, Supreme Infosys, is situated in 5A, New Sodhi Nagar, Moga, and is engaged in the sale of laptops. The 2nd OP herein, M/s Hawlett Packard Global Soft Private Ltd. is a company registered under the Companies Act, with its office in EC2 Campus, HP Avenue, Survey No. 39 (PART), Electronic City, Phase II, Hosur Road Bangalore-560100, and is engaged in the sale and manufacture of laptops and other related accessories and devices.
2. That the Complainant herein bought a laptop manufactured by the 2nd OP from the 1st Op on 31.5.2022 vide invoice number XXXX for a consideration of 37,500 Rs. The laptop has the following specifications- 1059, R3 3250, 4GB WIN10, Customised with SSD 256 GB CND1014X4K. Along with the purchase, the Complainant was given a guarantee card with a two-year validity. The said purchase was made by the Complainant by paying the consideration amount via his debit card.
3. That soon after the purchase of the laptop, the Complainant faced several issues with it. The laptop kept heating up unnecessarily and was also getting hung on a regular basis. To add to the misery of the Complainant, the laptop also faced storage related issues by not storing valuable data of the Complainant. In addition to all this, the laptop also started generating electric shock.
4. That since the laptop faced storage issues by not saving project-related documents of the Complainant’s children and by emanating electric shock which was felt by the Complainant’s son, the Complainant took his laptop to the 1st OP for checking and identifying the defects on two occasions- in June and July of 2022.
5. That the 1st OP, on both occasions, informed the Complainant that the same was only due to software issues which could be rectified by software settings. However, despite the 1st OP having undertaken purported software settings, the problem persisted, which made the Complainant approach the showroom of the 2nd OP.
6. That the 2nd OP did not undertake to rectify the issues there, on some excuse or the other, thereby causing mental agony to the Complainant and his children.
7. **CAUSE OF ACTION**: That the Cause of Action arose when the Complainant bought the defective laptop on 31-5-2022. Further, there has been a deficiency of service post the purchase of the laptop, which is a separate and additional Cause of Action.
8. **EVIDENCE**: That the Complainant attaches herewith the invoice, the guarantee card and acknowledgement from the 1st OP of having received the Complainant’s laptop for checking its defects.
9. **JURISDICTION:** The Hon’ble District Consumer Disputes Redressal Commission at Moga has pecuniary as well as territorial jurisdiction to conduct an inquiry and adjudicate the present dispute. Since the Complainant is residing in Moga, the said commission has the territorial jurisdiction to hear the case. Further, the consideration is within the pecuniary established under Section 34 of the Consumer Protection Act, 2019.
10. **LIMITATION PERIOD:** That the Cause of Action arose when the Complainant bought the defective laptop on 31-5-2022. Further, there has been a deficiency of service post the purchase of the laptop in July 2022, which has renewed the limitation period. Thus, the cause of action is within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
11. **COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
12. **PRAYER:** The Complainant seeks the following reliefs from this Hon’ble Commission:

A. Direct the Opposite Parties to, jointly and severally, replace the laptop purchased by the Complainant; and

B. Direct the Opposite Parties to, jointly and severally, pay compensation to the tune of 50,000 Rs. for the mental agony suffered by the Complainant; and

C. Grant any other relief that the Hon’ble Commission deems fit.

PLACE: Moga, Punjab  
DATED: SIGNATURE OF THE COMPLAINANT

**VERIFICATION:**

I, Rajinder Kumar, S/o Desh Raj, is residing in House No. 1551, Street No. 2, Basti Alipur, Amritsar Road, Moga, do hereby solemnly affirm and declare that the facts stated above in paras 1 to 12 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of \_\_\_

**ANNEXURE OF EVIDENCE**