**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT ERNAKULAM**

IN RE: COMPLAINT No………………of 20……

IN THE MATTER OF:

Mrs. Swetha Tensigh, D/o. V.K. Tensingh

20 B, O2 Zone, Vikaswani, Kakkanad, Kochi 682030

……………. COMPLAINANT

Vs.

1. Nandilath Authorised Samsung Reseller

Edappally, Kochi

2. Samsung India Electronics Pvt Ltd

20th to 24th Floor, Two Horizon Centre, Golf Course Road, DLF Phase 5, Sector 43, Gurugram, Haryana 122202

…………. OPPOSITE PARTIES

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

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The complainant is a resident of 20 B, O2 Zone, Vikaswani, Kakkanad, Kochi 682030 and is a [Occupation].

2. The 1st opposite party is an authorised reseller of Samsung products, and the 2nd opposite party is the manufacturer of Samsung products in India.

TRANSACTION:

3. The complainant had purchased a Samsung Washing Machine Model WW80J5410GS/TL from the 1st opposite party in Edappally, Kochi, at a discounted rate of INR 36,440/- during the festival promotions on [Date]. The MRP of the product was over Rs. 45,000/-. A copy of the invoice is annexed herewith as Annexure-1.

4. The product was delivered on the next day, and the 2nd opposite party sent their representative to unbox, install, and provide a demo of the same 2 days later.

NATURE OF COMPLAINT:

5. While installing the machine, the complainant had brought to the notice of the technician that the rubber gasket at the opening of the front load machine had a crack patch. The authorised representative stated that it does not matter as it would never interfere with the functioning of the machine.

6. However, after 7 months from the date of purchase, the machine started leaking water from the front door. The complainant had contacted the 2nd opposite party and registered a complaint.

7. The 2nd opposite party informed that Rs. 3,000/-, would be charged for replacing the gasket. Upon checking the warranty card, the complainant realised that there is no warranty for the rubber gasket.

8. The opposite parties' local team was making up amounts for gasket replacement. When the complainant reinstated that this machine was less than a year old, and the warranty is still valid, they brought down the service rate to Rs. 2,000/-.

9. When the local technician visited the complainant's house to check the issue, he concluded that there was no mention that the gasket cannot be replaced under warranty. The water leakage was increasing in large quantities in each wash cycle.

10. The matter was again informed to the opposite parties, but there was no response. The machine showed no signs of improvement. A technician came and reported that the problems occurred due to an uneven floor, and a stand will rectify the issue, which the complainant did not agree to as the machine was placed at the same spot since 2018 without any issues.

RECTIFICATION:

11. Despite repeated requests to replace the machine, the opposite parties turned down the complainant's request. It took 7 months of efforts to convince the opposite parties of the issue.

12. The opposite parties replaced the rubber gasket for Rs.3,000/- within the warranty period but did not replace the machine despite several requests.

13. The complainant had issued a legal notice dated [Date] to the opposite parties regarding this issue, but no satisfactory response was received. A copy of the legal notice is annexed herewith as Annexure-2.

CAUSE OF ACTION:

14. The cause of action arose on [Dates] when the opposite parties failed to rectify the defects or replace the defective washing machine despite repeated requests and issuance of legal notice.

EVIDENCES:

15. The complainant will rely on the following documents:

a) Invoice copy (Annexure-1)

b) Copy of legal notice (Annexure-2)

c) [Add any other documents/witnesses as may be necessary].

TERRITORIAL JURISDICTION:

16. The cause of action having arisen within the territorial limits of this Commission, it has the necessary territorial jurisdiction to try this complaint.

PECUNIARY JURISDICTION:

17. As the total amount involved is less than Rs.50 lakhs, this complaint is being filed before this Hon'ble District Commission.

LIMITATION:

18. The present complaint is being filed within the prescribed limitation period under Section 69 of the Act.

COURT FEE:

19. As per Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, no court fee is applicable.

PRAYER:

It is, therefore, most respectfully prayed that:

i) The opposite parties be directed to replace the defective washing machine with a new one of the same/equivalent model;

ii) Alternatively, the opposite parties be directed to refund the entire amount of Rs.36,440/- paid for the machine;

iii) Rs 6,000 as compensation for mental agony suffered;

iv) Any other relief(s) deemed fit and proper in the facts and circumstances of the case may also be granted.

PLACE: [City]

DATED: [Date]

[Signature]

Swetha Tensigh

**VERIFICATION**

I, Swetha Tensigh, D/o. V.K. Tensingh, and resident of 20 B, O2 Zone, Vikaswani, Kakkanad, Kochi 682030, hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Verified at [City] on this [Date].

[Signature]

Swetha Tensigh