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

COMPLAINT NO........OF 20\_\_

IN THE MATTER OF:

Umashankar S.

S/o Sasikumar

7/619A, 'Sarayu', MLA Road

Nadakkavu P.O., Udayamperoor

Ernakulam - 682033

Email: .....................

Mobile: .........................

...COMPLAINANT

VERSUS

1) eBay India Private Limited

Head-Trust, 14th Floor

N. Block, R-Tech Park

Off. W.E. Highway Goregaon (E)

Mumbai - 400063

2) AAA Retail

Adeetya Vivekananda Society

Jodhpur Char Rasta, Jodhpur Gam Satellite

Customer Relation Officer

Ahmedabad - 380015

3) Apple India Private Limited

19th Floor, Concorde Towers

UB City, No.24, Vittal Mallya Road

Bangalore - 560001

...OPPOSITE PARTIES

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

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The Complainant is a resident of Ernakulam and is employed as a \_\_\_\_\_\_\_\_\_\_.

2. The Opposite Party No.1 is an e-commerce company facilitating online sale of goods, the Opposite Party No.2 is a seller on the eBay platform and the Opposite Party No.3 is the manufacturer of iPhone mobile phones.

TRANSACTION:

3. On 29.12.2016, the Complainant purchased one Apple iPhone 4 16GB Black colour mobile phone from the Opposite Party No.2 through eBay (Opposite Party No.1) by making payment of Rs.7,999/- vide Paisa Pay ID 44415945467. The said mobile phone came with a 6 month manufacturer's warranty from the Opposite Party No.3. Copies of invoice and warranty documents are annexed herewith as Annexure A.

NATURE OF COMPLAINT:

4. Within 1 month of purchase, the said mobile phone started malfunctioning and suddenly switched off, becoming completely unworkable despite being well within the warranty period.

RECTIFICATION:

5. The Complainant brought the issue to the notice of the Opposite Parties vide emails dated 09.02.2017. However, no satisfactory response was received from any of them.

6. The Opposite Party No.3's service centre stated that they cannot provide any support as the product was imported, while Opposite Party No.3 itself stated that no refund/replacement can be given without citing proper reasons, which amounts to deficient service.

7. The Complainant has also sent a legal notice to all the Opposite Parties on ......... calling upon them to either replace the defective phone or refund the amount paid, but received no satisfactory response.

CAUSE OF ACTION:

8. The defective product supplied by the Opposite Parties and their refusal to replace/refund the same despite being covered under warranty period is a deficiency in service as per Section 2(42) of the Consumer Protection Act, 2019.

EVIDENCE:

Copies of the following documents are annexed herewith:

1) Invoice/bill - Annexure A

2) Warranty documents - Annexure A

3) Emails to Opposite Parties - Annexure B

4) Replies received - Annexure C

5) Legal Notice - Annexure D

PECUNIARY JURISDICTION:

As the value of goods and claim is less than Rs.50 lakhs, this Hon'ble District Commission has pecuniary jurisdiction to try this matter.

LIMITATION:

The present complaint is being filed within the limitation period as per Section 69 of the Act.

COURT FEE:

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

PRAYER:

In view of the above, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

a) Direct the Opposite Parties to replace the defective iPhone 4 16GB with a new handset of the same or latest model;

b) Award Rs.1,00,000/- as compensation for mental agony, cost of proceedings etc;

c) Award any other just and equitable relief in the facts and circumstances of the case.

PLACE: ERNAKULAM

DATE:

Umashankar S.

VERIFICATION

Verified at Ernakulam on this \_\_\_ day of \_\_\_\_ 20\_\_ that the contents of the above complaint are true and correct to the best of my knowledge, information and belief. No part of it is false and nothing material has been concealed therefrom.

Umashankar S.