BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT SONEPAT

IN RE: COMPLAINT No..................of 2023

IN THE MATTER OF:

Rakesh

13, Eden Garden Rd,

Ramkoti, King Koti,

Hyderabad,

Telangana 500001

….COMPLAINANT

Vs.

Keysons India, LG India

64/66, Rahmat Gulshan Colony,

Gachibowli, Hyderabad, Telangana 500032

and

LG Authorized Service Centre

3, DLF Cyber City,

Gurugram, Haryana 122002

…..OPPOSITE PARTIES

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. I, Rakesh, the complainant, purchased an LG refrigerator Model No. GL-S322SPZY from Keysons India, OP No. 1, vide invoice no. BSRR/21-22/1030 dated 01.08.2021 for Rs. 30,000.
2. The refrigerator was well within the 1 year warranty period assured at the time of purchase.
3. LG India, OP No. 2, is the manufacturer of the refrigerator model purchased by me. LG Authorized Service Centre, Chandigarh is the authorized service provider in my area, OP No. 3.
4. Despite being under warranty, the refrigerator started malfunctioning with poor cooling since 21.03.2022, just 7 months after purchase. This amounts to a manufacturing defect covered under warranty.
5. I complained multiple times to Keysons India and also got the unit inspected by LG service centre, but the problem was never adequately resolved.
6. The service centre merely did a temporary fix and returned it to me on 14.05.2022. However, the cooling issues persisted indicating a manufacturing defect.
7. Due to the negligence of the Opposite Parties despite the product being under warranty, I have suffered immense mental harassment, financial loss and difficulty in arranging temporary cooling appliances.
8. The Opposite Parties have failed to repair, replace or refund the cost of the defective refrigerator thereby indulging in unfair trade practice and deficiency in service.

Evidences:

1. Purchase invoice no. BSRR/21-22/1030 dated 01.08.2021 of LG refrigerator from Keysons India
2. Warranty certificate for refrigerator
3. All communication records with Keysons India and LG service centre regarding the defect
4. Service report dated 14.05.2022 showing temporary fix done
5. Bills for temporary appliances purchased due to non-functioning refrigerator

TERRITORIAL JURISDICTION: The complainant resides within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION

The total consideration amount paid in purchasing the insurance policy is less than Rs. 50 lakhs. hence this hon'ble commissin has jurisdiction to entertain this complaint.

LIMITATION: That the present complaint is being filed within the period of 2 years prescribed under section 69 of the Act, 2019.

COURT FEE: Requisite Court fee as contemplated is paid on this Complaint.

PRAYER

In light of the facts and circumstances stated above, I humbly request this Hon'ble Commission:

a) To direct Keysons India, LG India and LG Authorized Service Centre to jointly and severally either replace the defective LG refrigerator (Model no. GL-S322SPZY) with a new unit or refund the purchase price of Rs. 30,000 along with interest.

b) To award compensation to the tune of Rs. 50,000 towards the mental harassment, suffering, financial loss and cost of arranging alternate temporary appliances caused due to the manufacturing defect despite being under warranty.

c) Pass any other relief deemed appropriate to meet the ends of justice.

PLACE:

DATED:

VERIFICATION

I (name of complainant), resident of (residential address) 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.

Name & signature of the complainant