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

**IN RE: COMPLAINT NO. 119/2024**

**IN THE MATTER OF:**

Rishi Kumar and Abhay Kumar

Aged 32 and 38; Male  
S/o Late Sh. Ram Ji Lal  
Residing at 3/475 and 3/399 Khichri Pur,  
Delhi-110091  
 .....................................................................Complainant(s)

**Versus**

M/s Videocon Industries Ltd.  
12th Floor, Videocon Tower,  
E1 Block, Jhandewalan,  
New Delhi-110055  
 .....................................................................Opp. Party

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

**RESPECTFULLY SHOWETH:**

1. That the Complainants herein, Mr. Rishi Kumar and Mr. Abhay Kumar, sons of Late Sh. Ram Ji Lal, residing at 3/475 and 3/399 Khichri Pur, Delhi-110091. The Opposite Party herein, M/s Videocon Industries Ltd., is a company, registered under the Companies Act, engaged in the manufacturing and sale of electronic products, with its office situated at 12th Floor, Videocon Tower, E1 Block, Jhandewalan, New Delhi-110055.
2. That Complainant No.2, Mr. Abhay Kumar, purchased a Videocon LED TV, model No. VMH-32 HH02CKH, from M/s Navrang Audio Video Private Limited on 09.10.2016 for a sum of Rs. 15,500/- under an exchange scheme with a 5-year extendable warranty up to 08.10.2021. The delivery was made on the same day and the receipt **AB78799** of the purchase has been attached as Annexure A.
3. The period of warranty thus began from October 2016 to October 2021 and the opposite party provided a extended warranty on the payment of 5000 Rs. The warranty Card with reference 8989787 has been attached below as Annexure B.
4. That on 08.09.2019, the said TV suddenly malfunctioned and Complainant No.2 registered a telephonic complaint with the customer care of Videocon Industries Ltd. A service engineer visited on 10.09.2019, inspecting the TV and charging Rs. 500/- as visiting fees. He informed the complainant that the display screen and Logic Board part of the TV required replacement.
5. That despite multiple communications via email and telephone with the Opposite Party and its representatives, the issue has not been resolved. Complainant No.2 was later informed telephonically that the part was no longer being manufactured and hence a new TV would be provided from a warehouse in Ghaziabad. The Complainants were asked to deposit Rs. 4,400/- for the same. Upon agreeing to this, they were later informed to deposit an additional amount of Rs. 2,300/- for an HD TV from a Delhi warehouse.
6. That till date, the issue remains unresolved and the Complainants have neither received a replacement TV nor any refund, causing them significant inconvenience and mental agony.

**CAUSE OF ACTION:**

1. That the Complainants, relying on the Opposite Party's commitment to repair or replace the malfunctioning TV under warranty, have faced severe deficiency in service and false assurances. The Complainants seek redressal for the financial loss and mental agony faced due to the Opposite Party's failure to honour the warranty terms.

**EVIDENCE:**

1. The Complainants attach herewith copies of the purchase invoice, warranty card, correspondence with the Opposite Party including emails and phone call records, and receipts of payment made to the service engineer and for the additional amount for the replacement TV.

**JURISDICTION:**

1. The Hon’ble District Consumer Disputes Redressal Commission has territorial jurisdiction to adjudicate the present dispute as the Complainants reside in Delhi, and the Opposite Party operates its business in New Delhi. The consideration is within the pecuniary limits prescribed under the Consumer Protection Act, 2019.

**LIMITATION:**

1. The cause of action arose when the TV malfunctioned and subsequent failed attempts to resolve the issue occurred from September 2019 to the present. The matter falls within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.

**COURT FEE:**

1. The Complainants are complying with the Court Fees mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
2. **PRAYER:**

That the Complainants seek the following reliefs from this Hon’ble Commission:-

A. Direct the Opposite Party to refund the cost of the LED TV amounting to Rs. 15,500/-;

B. Direct the payment of compensation for mental agony and litigation expenses, the quantum of which will be determined during the proceedings; and

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

PLACE: [Location]  
DATED: [Date] SIGNATURE OF THE COMPLAINANT

**VERIFICATION:-**

I, [Name of the Complainant], S/o [Father's Name], residing at [Address], do hereby solemnly affirm and declare that the facts stated above in paras 1 to [last para number] are true to the best of my knowledge and based on the records maintained by me, which I believe to be true.

Verified at [Location], on this [Date] day of [Month, Year].

**ANNEXURE OF EVIDENCE**

[List the documents being submitted as evidence]