BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, THANE

IN RE: COMPLAINT No..................of 20.....

IN THE MATTER OF:

Surender V. Gangwani

Age 46, Male

Occupation - Teacher

Shop No.189, Behind Maya Cut Piece, Main Bazaar, Ulhasnagar 421 002

Email: (complainant’s email), mobile number: (complainant’s mobile number)

................ COMPLAINANT

Vs.

1. Jasper Infotech Pvt.Ltd. (Snapdeal), 401, 4th floor, Corporate Arena, D.P.Piramal Road, Behind Mahindra Gardens, Goregaon West, Mumbai 400 062.

............. OPPOSITE PARTY 1

2. PANCHAM, proprietor, Raj-Laxmi Plot, S/NO.2-6-1, Plot no.3, Next to Kamal Polyplast Factory, Wadachiwadi-Autadewade Road, Wadachiwadi, Taluka Haveli, Pune 411 028.

............. OPPOSITE PARTY 2

3. Hewlett-Packard India Sales Pvt.Ltd., Commerz, International Business Park, Oberoi Garden City, Off Western Express Highway, Goregaon (East), Mumbai 400 063.

............. OPPOSITE PARTY 3

COMPLAINT UNDER SECTION 35 of the CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The complainant, Mr. Surender V. Gangwani, a resident of Ulhasnagar, Thane, is aggrieved by the defective product sold by the Opposite Parties, and their subsequent failure to rectify the defect or refund the amount paid for the goods in question.
2. The Opposite Parties are engaged in the business of online retailing (OP-1), manufacturing (OP-2), and the sale of electronic goods (OP-3).

TRANSACTION:

1. The complainant placed an order for an HP Office Jet 7612 printer via Snapdeal on the 27th February 2021, with a payment of Rs. 22,898 made through the complainant's credit card. Snapdeal confirmed this order shortly after the transaction. The product was subsequently delivered to the complainant's address on the 5th March 2021.
2. Shortly after the commencement of its use, on approximately the 10th March 2021, the complainant began experiencing issues with the product, including inconsistent print quality and frequent paper jams – problems uncharacteristic for a new device. In pursuit of assistance, the complainant contacted Snapdeal's customer support on the 12th March 2021. Unfortunately, the complainant's concerns were not adequately addressed.
3. Seeking clarity on the issues experienced, the complainant visited an HP authorized service center on the 15th March 2021. It was at this juncture that the product was diagnosed with a manufacturing defect, verifying the complainant's concerns regarding the product's functionality.

NATURE OF COMPLAINT:

1. Deficiency in service for not providing a working product or adequate after-sales service.

Unfair trade practice by selling a defective product and failing to address the buyer’s grievances.

Harassment faced by the complainant due to repeated, unsuccessful attempts to resolve the issue.

RECTIFICATION:

1. Upon the confirmation of the manufacturing defect by an HP authorized service center on the 15th March 2021, the complainant undertook immediate action to seek redressal for the recalcitrant issues plaguing the HP Office Jet 7612 printer. On the 16th March 2021, the complainant diligently contacted Snapdeal’s customer service, furnishing them with the diagnostic service report and explicitly requesting the provision of a corrective measure via repair under warranty, or alternately, a product replacement or refund.
2. Regrettably, this initial plea for ameliorative action was met with an indeterminate commitment to 'look into the matter,' without any ensuing substantive engagement or resolution forthcoming on the issue. Despite the lack of progress, the complainant persisted in their attempts to achieve resolution, submitting multiple follow-up inquiries to Snapdeal over the subsequent two weeks. These attempts were characterized by a paucity of progress or tangible action from Snapdeal’s side.
3. In a concerted effort to exhaust all possible avenues for resolution, the complainant extended their outreach to HP’s customer service on the 25th March 2021, seeking direct intervention from the product’s manufacturer. This effort, however, culminated in a directive to engage with Snapdeal for resolution, pursuant to their status as the vendor of the product.

CAUSE OF ACTION:

1. Arose when the complainant received a defective product on 27/02/2021 and was exacerbated by the Opposite Parties' failure to respond adequately to requests for the rectification of the defect or refund.

EVIDENCES:

1. Copy of the invoice for the purchase of HP Office Jet 7612 printer.

Service report from HP service center confirming the defect.

Email correspondence with Snapdeal, PANCHAM, and Hewlett-Packard regarding the issue.

TERRITORIAL JURISDICTION:

1. 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:

1. As the amount of consideration is below Rs 50 lakhs, this hon'ble commission has jurisdiction to entertain this complaint.

COURT FEE:  
14. The requisite court fee has been calculated and affixed as per the Schedule of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

PRAYER:

15. The complainant prays for:

1. A full refund of the amount paid, Rs. 22,898/-.

2. Compensation for the inconvenience and mental agony caused to the complainant.

3. Litigation costs.

4. Any other relief that the Hon’ble Commission deems fit in the circumstances of the case.

PLACE: Signature

DATED: (Today’s Date)

NAME OF THE COMPLAINANT

VERIFICATION:

I, Surender V. Gangwani, resident of Shop No.189, Behind Maya Cut Piece, Main Bazaar, Ulhasnagar 421 002, hereby declare that the information furnished above is true and correct to the best of my knowledge and belief. All the facts mentioned herein are accurate, and no information has been concealed or misrepresented.

(Signature of Complainant)

Name & signature of the complainant