

Yamaha Music India Pvt Ltd vs Karanvir Singh on 22 November, 2024

STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
PUNJAB, CHANDIGARH.

First Appeal No.257 of 2024

Date of institution : 06.04.2024

Reserved on : 07.11.2024

Date of Decision : 22.11.2024

Yamaha Music India Private Limited, A Company incorporated under the provisions of erstwhile Companies Act, 1956 (as amended till date) having its Office at : P-401, JMD Megapolis, Sector - 48, Sohna Road, Gurgaon, Haryana - 122018 through its Authorized Representative Mr. Naval Kishor Rustagi

....Appellant/Opposite Party No.1

Versus

1. Karanvir Singh Son of Sukhdev Singh, R/o New Teacher Colony, Peera Wali Gali, Nawanshahr, at Present : C/o Tehsildar Office, Reader Office, District Shaheed Bhagat Singh Nagar

....Respondent No.1/Complainant

2. Sagar Enterprises, Available at : Plot No. 33-34, Preet Complex, Near Shoe Market, Ghanta Ghar, Ludhiana, Yamaha Company Sound Bar Service Center, Ludhiana, Phone - 0161 - 2740186

....Respondent No.2/OP No.2

First Appeal under Section 41 of the Consumer Protection Act, 2019 against the order dated 12.02.2024 passed by the District Consumer Disputes Redressal Commission, Shaheed Bhagat Singh Nagar, Nawanshahr.

Quorum:-

Hon'ble Mrs. Justice Daya Chaudhary, President
Ms. Simarjot Kaur, Member

Mr. Vishav Kant Garg, Member

1) Whether Reporters of the Newspapers may be allowed to see the Judgment? Yes/No

2) To be referred to the Reporters or not? Yes/No

3) Whether judgment should be reported in the Digest? Yes/No Present:-

For the appellant	:	Sh. Rohit Mittal, Advocate
For respondent No.1	:	Sh. Karanvir Singh, in person
For respondent No.2	:	None

VISHAV KANT GARG, MEMBER :

Appellant/Opposite Party No.1 i.e. Yamaha Music India Pvt. Ltd., has filed the present Appeal through its Authorized Representative to challenge the impugned order dated 12.02.2024 passed by the District Consumer Disputes Redressal Commission, Shaheed Bhagat Singh Nagar, Nawanshahar (in short, "the District Commission"), whereby the Complaint filed by the Respondent No.1/Complainant-Karanvir Singh had been allowed.

2. It would be apposite to mention here that hereinafter the parties will be referred, as were arrayed before the District Commission.

3. Briefly, the facts of the case as made out by the Respondent No.1/Complainant in the Complaint filed before the District Commission are that the Complainant had purchased music system, namely, 'Yamaha YAS-209 Soundbar' through online portal 'Amazon' on 22.12.2022 against consideration of Rs.32,990/-. One year warranty was provided by the Company on the same. As the product supplied by the Company was found to be cracked, therefore, he lodged the Complaint with the Customer Care of the Company, who replaced the same. After receiving the new piece, it was noticed after sometime that the said music system was not upto mark as time and again the problem had been persisted. He had lodged the Complaint on the Company portal but the OPs had failed to remove the defects. Even on approaching Service Centre of the Company at Ludhiana, they had failed to remove the defects and made false promises. It was alleged that the OPs had supplied the defective Soundbar and had failed to rectify the defects of the same inspite of repeated efforts. Due to said act of the OPs, the Complainant had suffered a lot physically, mentally as well as financially, therefore, the OPs were liable to refund the price of the Soundbar.

4. Stating the act of the opposite parties to be a case of 'deficiency in service' and 'unfair trade practice', it was prayed in the Complaint that the OPs be directed to refund the price of the Soundbar i.e. Rs.32,990/-, Rs.20,000/- as spent on transportation for visiting time and again to the Service Centre of the Company and Rs.30,000/- as compensation for suffering harassment and mental agony at the hands of the OPs.

5. Upon issuance of notice in the Complaint, despite service, none had appeared from the side of OP No.2, hence, the OP No.2 was proceeded against ex-parte vide order dated 09.11.2023.

6. OP No.1 (Appellant) had appeared and filed its written statement. It was pleaded that on the Complaint of the Complainant, the Soundbar was replaced with the new one on 28.12.2022 to the complete satisfaction of the Complainant. It was further pleaded that in the replaced Soundbar, the

Complainant had not pointed out any defect with the OP No.1 for long time. However, on 29.07.2023, the Complainant had raised some issues, which were resolved and vide message dated 12.08.2023, the Complainant was informed to collect his product. The Complainant had approached the Service Centre of OP No.1, where before giving delivery, said music system was checked by the Complainant himself in front of Service Engineer and being satisfied with the performance of the same, he had taken the delivery of the same. Thereafter, no the complaint was lodged with the OPs. The Complainant after sometime had filed the Consumer Complaint with the District Commission without informing the OPs about any defect occurred in the Soundbar, which the OPs were ready to repair under 'Warranty Terms' of the product. The Complainant had unnecessarily claimed the refund of the price of the Soundbar and filed the Complaint to gain unlawful gain. Refund of the price of the product is against the terms of warranty. The OPs were still ready to check the product and to redress the problem, if any, in the product under warranty period. The Complainant had lowered down the reputation of the OPs in the market by alleging baseless allegations with malafide intention. There was no deficiency in service and unfair trade practice on the part of the OPs. It was prayed that the Complaint being devoid of any merit, be dismissed.

7. After considering the contents of the Complaint and the reply thereof filed by the OP No.1 as well as on hearing the oral arguments raised on behalf of both the sides, the Complaint filed by the Complainant was allowed by the District Commission vide order dated 12.02.2024. The relevant portion of said order as mentioned in Para-7 is reproduced as under:

"7. In view of our above discussion, we allow the complaint of the complainant and OPs No.1 and 2 are directed to pay the price of the sound bar in question i.e. Rs.32,990/- or to replace the sound bar with new one within 15 days from receipt of copy of this order. The complainant is also entitled for Rs.5,000/- as compensation for mental harassment and Rs.2,000/- as costs of litigation."

8. The aforesaid order dated 12.02.2024 passed by the District Commission has been challenged by the Appellant/Opposite Party No.1 by way of filing the present Appeal by raising a number of arguments.

9. Mr. Rohit Mittal, Advocate, learned Counsel for the Appellant has submitted that the impugned order has been passed without properly appreciating the evidence on record and applying application of mind, based on conjectures and surmises, contrary to the settled law that under warranty terms, the Appellant/OP No.1 was only liable to repair/replace the defective part, if any. The same was ignored by the District Commission while deciding the Complaint that on 29.07.2023, when the Complainant had raised some issues in the Soundbar, his grievance has been redressed by the Service Centre before giving the delivery on 12.08.2023. Moreover, the said Soundbar was checked by the Complainant and after showing full satisfaction regarding the performance of the same, he took the delivery. Thereafter, no problem was pointed out in the Soundbar after 12.08.2023 whereas the Complainant had straightway filed the Consumer Complaint before the District Commission with baseless allegations. The submission made in Para 10 of the written reply cannot be considered as admission of defect in the Soundbar and the stand of the Appellant that they are still ready to examine the Soundbar and repair if any problem exist. It was done as a

goodwill gesture and being the customer oriented organization, they always try to resolve the grievance of its customer. The impugned order is against the settled principle of law, therefore, the same be set-aside and the Appeal be allowed.

10. On the other hand, Mr. Karanvir Singh, Respondent, in person has argued that there were sound issues in the Soundbar so he had lodged the Complaint with Customer Care Centre of the Appellant/OP No.1. On asking, he had produced the Soundbar before the Service Center at Ludhiana but they had failed to rectify the problem in the same and had evaded to resolve the issue on one pretext or the other. He had produced the Soundbar before the District Commission to pin-point the problem but no Technician from the Company end had appeared. This was the attitude of the Company officials from the beginning till end and the problem in the Sound System still exist. The conduct of the Company was non-cooperative. The said Music System had also been presented before this Commission on 08.10.2024 and audio played in the same via Bluetooth in the presence of Bench Members as well as Engineers of the Company i.e. Mr. Anshuman Vaish, Deputy Manager (Service) and Sh. Abhishek Tyagi, Product Specialist (AV) and all the parties consented that there were sound issues like crackling of sound from the Subwoofer. It was also observed that sound clarity was not accurate. It was argued that it was clear that from above demonstration that the Soundbar was not upto the mark, which was a case of manufacturing defect, therefore, the Complainant was fully entitled for refund of the price of the Soundbar alongwith compensation and litigation charges. The District Commission had rightly concluded the act of the Appellant/OPs as a 'deficiency in service' and 'unfair trade practice'. It was prayed that the order of the District Commission be upheld and the Appeal be dismissed.

11. We have heard the arguments of learned Counsel for the parties and have also carefully perused the impugned order passed by the District Commission, written arguments submitted by the parties and all relevant documents available on the file.

12. Undisputedly the Complainant had purchased the Soundbar of the Appellant Company, namely, Yamaha, Model YAS-209 at the cost of Rs.32,990/-. The grouse of the Complainant was that the sound clarity of the said Soundbar was not accurate. In spite of approaching the Service Centre of the Appellant at Ludhiana, they were unable to rectify the defects in the same and had given lame excuses to justify the quality of the product.

13. On the other hand, the stand of the OPs was that the Complainant only one time had approached them with the problem in the Soundbar and the same had duly been rectified and the Complainant had collected the product after checking the quality of the same from the Service Centre of the Appellant to his full satisfaction. Thereafter, no Complaint/grievance had been shared with them and stated that if there was any issue in the product, they are still ready to repair the said defect as the product was under warranty. Under warranty terms, they were/are only liable to repair/replace the defective part.

14. No doubt that the Complainant had purchased the Soundbar of the Appellant, which as per the submission of the Respondent No.1/Complainant, it was not upto mark as there were sound issues in the same. The Complainant had approached the Service Centre of the Appellant once for repair

and collected the same from there. The stand of the Complainant was that the same had not been repaired satisfactorily whereas the stand of the Appellant is that the Complainant had collected the same after checking the quality of the same with full satisfaction.

15. During the course of arguments before this Commission, to ascertain the fact whether there was any mechanical defect in the Soundbar or whether the same can be rectified or not, the Complainant was directed to bring the Soundbar before this Commission and the Appellant was also directed to bring the Company Expert, working in the same field alongwith new Soundbar of same model. Presentation of both the Sound Systems was done through multiple sessions for thorough analysis of the Sound System. Similar audio content had been played on both the systems for checking the sound quality and it was found that audio level of the Soundbar in question was alright but issue involving the sound of the subwoofer was observed during presentation.

16. The Appellant had stated during arguments that the said issue of quality of the sound of the Subwoofer was not pointed out by the Complainant in his Complaint. They had only stated that the said problem had earlier not been informed to them and the same is new one. However, they stated that they are ready to repair/replace the Subwoofer of the Soundbar as the System is in warranty. To this proposal of the Appellant, the Complainant did not agree and stated that full amount of the Soundbar be refunded to him because the said problem existed from the initial stage and the said product had not worked properly. The Soundbar is known for its quality sound and if the same is not upto mark, what is the purpose to purchase the same by incurring huge amount.

17. From the above, it is clear that during presentation it is noticed that there is some issue in the Subwoofer of the Soundbar and sound of the same had been crackling. Engineer of the Appellant had also admitted defect in the Subwoofer.

18. Now the issue is as to whether as per the 'Warranty Terms', the Appellant is under obligation to repair/replace the defective part or its liability can be fixed upto the refund of the total price of the Soundbar.

19. To this, we have examined the 'Warranty Card' (Ex.C-6) of the product. The words mentioned in the photocopy of the Warranty Card on record, is in very small font (difficult to read), however, we have tried to read the same with the support of 'Magnifying Lens' and reproduced some of the relevant conditions mentioned in the same, which are as under:-

"Yamaha Music India provides warranty coverage for product originally sold by Yamaha Music India Authorized Dealers located in India. In the unlikely event of product requiring repair, please contact the nearest Yamaha Music India Authorized Service Center....

8. The warranty does not cover customer installation and connecting the product to equipment not approved by Yamaha. 9 (i). 12 months limited warranty for electronic products. The terms and conditions of this warranty shall be contained exclusively in this document and no other representation of terms and conditions or provisions

either written or otherwise regardless of the origin of the same shall be accepted as either adding to or subtracting from these terms and conditions. Note :- In case of manufacturing defects company will be the sole decision maker whether the warranty is valid for the product or not."

20. The stand of the Appellant is that they had not violated any of above terms of warranty, rather, admitted that the product is within warranty, therefore, it is clear that the liability of the Appellant is that 'to resort the grievance of the Complainant under warranty terms'. The Complainant had only demanded the refund of the price of the product (Soundbar).

20. We have seen the difference between the terms 'warranty' and 'guarantee'. 'Warranty and Guarantee' both are promises given to the customers that a product or service will perform on arising problem. However, Warranty is a written promise that cover defects in materials whereas the Guarantee can be either in written or oral. In the present case, the Appellant had provided the 'Warranty' to the Complainant, therefore, they are liable to sort out the grievance of the Complainant under the said terms.

21. Under the above said warranty terms, the Appellant had admitted that they had provided the 12 months warranty on electronic products and the present Soundbar is within the warranty period. Hon'ble Supreme Court while fixing the liability under warranty terms held in "Maruti Udyog Ltd. Versus Susheel Kumar Gabgotra & Anr." II (2006) CPJ 3 that in the case of manufacturing defect, the obligation of respondents under warranty is only to repair or replace any part found to be defective. Also held in case "Bharathi Knitting Co. v. DHL Worldwide Express Courier Division of Airfreight Ltd.", AIR 1996 SC 2508 while upholding the decision of the Hon'ble National Commission that the terms of warranty were binding on the parties and that the liability undertaken in contract between the parties should be limited to extent undertaken. The Hon'ble National Commission also in "Premier Automobiles Ltd. Vs. Santosh Kumar Awadhiya", (1993) III CPJ 410 (NC) has held that the manufacturer cannot be held liable for the claims falling outside the scope of the warranty. Resultantly, the liability of the Appellant strictly lies in accordance with the terms and conditions of the warranty granted to the buyers by it and it cannot be held liable for the claims falling outside the scope of respective warranty. Therefore, it is clear that under warranty terms the liability of the Appellant is only upto the repair/replacement of the defective part. If with the replacement of any part of the product, the said product functions properly, then the Company can repair/replace the same.

22. The Appellant had already proposed to repair the defective part of the Soundbar. Moreover, the Complainant is using the Soundbar since 28.12.2022, therefore, the observation of the District Commission, ignoring the proposal of the Company to repair the product under warranty, is wrong and illegal. Passing of the direction to replace the Soundbar or refund the price of the same, is against the terms of warranty. Therefore, in our view the said direction of the District Commission needs modification.

23. Thus, keeping in view the aforesaid observations and the aforesaid judgments of the Hon'ble Apex Court & Hon'ble National Commission, we find force in the argument raised by the Counsel for

the Appellant that its liability is only upto the repair/replacement of the defective part of the product. Therefore, we deem it appropriate to modify the impugned order dated 12.02.2024 passed by the District Commission. Accordingly, the present Appeal is partly allowed and the impugned order dated 12.02.2024 is modified to the extent that the Appellant is directed to repair/replace the defective part of the Soundbar/Subwoofer, within 15 days and to handover the same to the Complainant after his full satisfaction, against proper receipt. As the defect in the Music System (Subwoofer) is substantiated, therefore, the other reliefs granted by the District Commission are upheld. Respondent No.1/Complainant is directed to approach the Service Center of the Appellant for repairing the Soundbar/Subwoofer alongwith copy of the said order within a period of 15 days from the receipt of copy of the order and the Appellants are directed to comply with the above directions. The Appellants are also directed to pay the amount awarded by the District Commission to the Respondent No.1/Complainant within 45 days from the passing of the order.

24. Since the main case has been disposed off, so all the pending Miscellaneous Applications, if any, are accordingly disposed off.

25. The Appellant had deposited a sum of Rs.20,000/- at the time of filing of the Appeal. Said amount, along with interest which has accrued thereon, if any, shall be remitted by the Registry to the District Commission forthwith. The concerned party may approach the District Commission for the release of the same and the District Commission may pass appropriate order in this regard in accordance with law, after the expiry of the period of 45 days.

26. The Appeal could not be decided within the statutory period due to heavy pendency of Court Cases.

(JUSTICE DAYA CHAUDHARY) PRESIDENT (SIMARJOT KAUR) MEMBER (VISHAV KANT GARG) MEMBER November 22, 2024.

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