

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, MUMBAI

Consumer Complaint No. ____ of 2025

IN THE MATTER OF:

Pratik Shah — Complainant

Permanent Residential Address: G-28, 2nd Floor, Sarvodaya Nagar, 1st Panjarapole Road, C.P. Tank, Mumbai 400004

Delivery and Service Address (In-laws' residence): 614 Indraprastha 1D, Jitendra Road, Opp Ashoka Hospital, Raheja Township, Malad East, Mumbai 400097

Mobile: 9930203893 / 9969028110

Email: pratikshah83@gmail.com

Versus

Opposite Parties:

1. Hisense India Pvt. Ltd.

21st Floor, Windsor Grand, Plot No. 1C, Sector 126, Noida, Uttar Pradesh
201313

Phone: 1800 123 960 960

Email: tvindia@toshiba-visual.com / in.servicehead@hisense.com /
india@hisense.com

2. Toshiba India Pvt. Ltd.

5th Floor, Tower D, DLF Cyber Greens, DLF Cyber City, Gurgaon – 122002
Haryana, India

Phone: +91-124-499-6600

Email: contact@toshiba-india.com

(Note: Added with caveat – to determine exact liability given transfer of brand and manufacturing responsibilities to Hisense India Pvt. Ltd.)

3. Toshiba Authorized Service Center (Reliance ResQ – Synergy Electronics)

Shop No. 22 & 23, Building No. D-1, Satellite Garden, General Arun Kumar



MOST RESPECTFULLY SHOWETH:

That the Complainant purchased a new Toshiba LED Television, Model # 65M550MP, from Amazon (Order # 403-9686796-6977111) on **19 February 2025**, which was delivered and installed on **21 February 2025**. (Invoice Attached) (**Annexure 1**)

1. That within 15 days of purchase, the Complainant noticed serious display issues, including **flickering** and, at times, a completely **blank screen**. (Photo Attached, Video can be provided on request) (**Annexure 5**)
2. That the Complainant reported the issue to Toshiba Support on **10 March 2025 at 9:37 AM**, and **Complaint # 214554880** was registered with an assurance that the issue would be addressed within 48 hours. However, there was no follow-up or technician visit within the promised time. (Phone call log and emails attached) (**Annexure 5**)
3. That due to the inaction, the Complainant had to repeatedly follow up with Toshiba Support via phone calls and emails (email sent on **12 March 2025**). Finally, a technician visited, confirmed the issue, recorded a video as proof, and stated that a request for replacement would be raised as the display was found faulty. (Recording with Service Centre can be provided on request)
4. That despite multiple follow-ups via calls and emails, the Complainant was repeatedly given a standard response that the issue would be resolved within 48 hours. However, **no action was taken**. Subsequently, Toshiba's customer care number also became non-operational most of the time, as confirmed by a recorded message. (can be provided on request).
5. That Amazon, from whom the television was purchased, also attempted to contact **Hisense India Pvt. Ltd.** and **Toshiba India Pvt. Ltd.** for a resolution, but they too received **no response**. (Email follow-up from customer to Amazon attached) (**Annexure 4**)

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6. That as of today, nearly **a month has passed**, yet the Opposite Parties have neither replaced the defective television nor repaired it. The Complainant purchased the new television specifically to watch IPL on a larger screen and had already given away the old working television. Due to this unresolved issue, the household is left without a functioning television.
7. That the Complainant's household includes senior citizens whose primary source of entertainment is television, and due to the Opposite Parties' inaction, they have been deprived of this facility, causing immense distress.
8. That despite multiple emails, complaints on Toshiba's social media handles, and repeated technician visits (where videos were taken as per the company's request), **no action was taken**, demonstrating **gross deficiency in service** and **unfair trade practices**.
9. That although the service team acknowledged on multiple occasions that there was a display panel issue, the case was **abruptly closed by Toshiba on 8 April 2025** with the misleading conclusion that 'no issue was found'. The same day, the Complainant sent an **email requesting the reopening of the case**. Again, on **9 April**, another email was sent requesting the case be reopened, followed by a **third follow-up email on 14 April 2025**, seeking the status of the complaint. **No response was received** to any of these emails.
10. That on **10 April 2025**, the Complainant received a call from **Akash from Hisense Customer Care** (calling from number **0120-6938624**) who arranged a **conference call** with the Complainant and **Imtiyas**, the technician from the service centre. During the call, both parties acknowledged that there was a **lapse in taking the defect video**, and Akash assured that a **technician would visit again the next day** to take the video. However, this was completely unnecessary as the service team had already **visited thrice** and taken videos, and the **defect video had also been emailed** to them earlier. (call logs attached) **(Annexure 5)**
11. After the conference call ended, **Akash called again and informed** the Complainant that he had **initiated a replacement request**, and that **no further**

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visit was required. He assured that the issue would be resolved by the next day. **However, since that call, there has been no further follow-up, confirmation, or resolution** from Hisense/Toshiba. (call logs attached) **(Annexure 5)**

12. The Complainant **attempted to call back** on the same number used by Akash, but it now **says the number is invalid.** The Complainant also tried contacting **Imtiyas** to obtain Akash's updated number, but **he never reverted and stopped answering calls** from the Complainant. (call logs attached) **(Annexure 5)**

13. That the Complainant also filed a formal grievance with the National Consumer Helpline (NCH) on 31 March 2025. Despite this escalation, no resolution or communication was provided by the Opposite Parties. **(Annexure 6)**

14. As of the date of filing this complaint, **the Complainant is still in possession of the same defective television, is unable to use it,** and has received **no updates, resolution, or replacement** from Hisense/Toshiba. The Complainant has been subjected to mental harassment and extreme inconvenience for a prolonged period without accountability or remedy from the Opposite Parties.

GROUND'S OF COMPLAINT:

1. **Deficiency in Service:** The Opposite Parties failed to provide the necessary repair or replacement for the defective television, leading to a prolonged period of inconvenience and frustration for the Complainant.
2. **Unfair Trade Practices:** The actions of the Opposite Parties in acknowledging the issue and then closing the case without any resolution amount to unfair trade practices as per Section 2(1)(r) of the Consumer Protection Act, 2019.
3. **Breach of Warranty:** The television was under warranty, and the defective nature of the display panel was clearly acknowledged, but the Opposite Parties did not honor the warranty terms by replacing the television or repairing it.
4. **Mental Agony and Distress:** The inaction and lack of resolution caused significant mental anguish, particularly given the Complainant's reliance on the

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television as a primary source of entertainment, especially for senior citizens in the household.

5. **Delay in Service and Misrepresentation:** Despite the Opposite Parties acknowledging the fault in the television, the matter was closed under the misleading conclusion of “no issue found,” indicating an attempt to avoid responsibility.

LEGAL PROVISIONS:

1. **Section 2(1)(r) of the Consumer Protection Act, 2019** – Deficiency in service: The Opposite Parties’ failure to repair or replace the defective television despite acknowledgment of the issue constitutes deficiency in service.
2. **Section 2(1)(o) of the Consumer Protection Act, 2019** – Unfair trade practices: The Opposite Parties have been found guilty of unfair trade practices by failing to address the issues promptly and in a manner that meets the standards of quality and service expected from a consumer product manufacturer and service provider.
3. **Section 35 of the Consumer Protection Act, 2019** – Remedy for defective goods: The Complainant is entitled to a remedy under this section for the defective television under warranty and the failure of the Opposite Parties to resolve the issue within a reasonable time frame.
4. **Section 24A of the Consumer Protection Act, 2019** – Jurisdiction: The complaint can be filed in the jurisdiction where the defective product was purchased or where the service issue occurred, in this case, Mumbai.

JURISDICTION:

1. **That the Complainant resides in Mumbai**, and the product was delivered and installed in the jurisdiction of Mumbai, which gives this Hon’ble Commission jurisdiction to adjudicate this matter under Section 24A of the Consumer Protection Act, 2019.

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2. **That the Opposite Parties conduct business and provide services in Mumbai**, including the Toshiba Authorized Service Center located in Goregaon, Mumbai, further affirming the jurisdiction of this Hon'ble Commission.
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RELIEF CLAIMED:

In light of the above facts and circumstances, the Complainant prays for the following reliefs:

1. **Immediate replacement of the defective television** with a new and functional unit of the same model or a **full refund of Rs. 57,999**. (Invoice Attached)
 2. **Compensation of Rs. 4,00,000** for **mental agony, harassment, and inconvenience** caused due to the delay and deficiency in service.
 3. **Reimbursement of Rs. 5000** towards any **incidental costs** incurred in following up on the complaint.
 4. Any other relief deemed **just and proper** by this Hon'ble Commission.
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