

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): Jigisha Shah, 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



Vaidya Marg, Phase-II, Azad Nagar, Goregaon, Mumbai, Maharashtra 400063

Phone: 08080992233

4. Amazon Seller Services Pvt. Ltd.

(Online marketplace through which the product was purchased)

8th Floor, Brigade Gateway, 26/1, Dr. Rajkumar Road, Bangalore – 560055,

Karnataka, India

Email: grievance-officer@amazon.in

Customer Care: 1800-3000-9009

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

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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)**
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**

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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 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. That the Opposite Parties are guilty of deficiency in service as defined under Section 2(11) of the Consumer Protection Act.
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(47) and 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 television as a primary source of entertainment, especially for senior citizens in the household. That the Complainants have been subjected to harassment, loss of utility, emotional distress and denial of basic consumer rights.
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.

LEGAL PROVISIONS INVOKED

- Section 2(6), 2(11), 2(47), 2(1)(r), 35, 38, and 39 of the Consumer Protection Act, 2019.
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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.
 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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ADDITIONAL REFERENCE TO SIMILAR JUDGEMENTS:

1. **M/s Samsung India Electronics Pvt. Ltd. vs Deepak Gahlot**, RP No. 1069 of 2019 (NCDRC): Persistent defects in a consumer electronic product entitles the buyer to replacement and compensation for harassment.
2. **LG Electronics India Pvt. Ltd. vs. Anil Kumar**, (2017 SCC OnLine NCDRC 1164): Where delay in service and lack of replacement of a defective television resulted in the Commission awarding compensation for mental agony and directing full refund.
3. **Whirlpool of India Ltd. vs. Rajesh Goyal**, (2019 SCC OnLine NCDRC 274): Emphasized manufacturer's duty to provide timely service during warranty and held them liable for deficiency even when the product was sold through another channel.

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4. **Reliance ResQ vs. Consumer (Multiple Cases):** NCDRC in several judgments has held service centers liable jointly with manufacturers when they fail to redress consumer grievances despite confirmed product faults.
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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 **similar model of equal or higher value** along with an **additional 4-year extended warranty** on the replaced unit, considering the severe inconvenience, loss of trust in the quality and service standards of the Opposite Parties, and to ensure peace of mind to the Complainant

In the event that:

The same model (Toshiba LED TV, Model # 65M550MP) is no longer available or costs more than the price of **Rs. 52,984.00** (paid amount of Rs. 49,397.68 + Rs. 3,351.32 No-Cost EMI discount + Rs. 236 processing fee), the Complainant seeks a replacement at the **current market price**, which may be **Rs. 57,999** (the original price before discounts),

or

If the same model is unavailable and the Complainant needs to purchase a similar model from another brand, the Complainant seeks a replacement of a **comparable television model of equal or higher value**, with an estimated price of around **Rs. 65,000** or the actual price of the replacement model.

2. **Compensation of ₹4,00,000** for mental agony, harassment, and inconvenience caused due to the deliberate delay, deficiency in service, and unfair trade practices of the Opposite Parties.
3. **Reimbursement of any incidental expenses** incurred in following up on the complaint, including travel, phone, documentation, and legal costs.
4. **Costs of this legal proceeding** to be borne by the Opposite Parties.

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5. **Any other relief** deemed just, fit, and proper by this Hon'ble Commission in the interest of justice and consumer protection.

REQUEST FOR A TIMELINE FOR RESOLUTION

The Complainants respectfully request that the Hon'ble Commission direct the Opposite Parties to resolve the complaint—whether by replacement, refund, or suitable redressal—within a time-bound period not exceeding **10 days** from the date of the order, in the interest of justice, to prevent further harassment and inconvenience.

A handwritten signature in black ink, appearing to read 'H. R. S. S.', is written in a cursive style.

AFFIDAVIT

**BEFORE THE HON'BLE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, MUMBAI**

IN THE MATTER OF:

Pratik Shah, Complainant

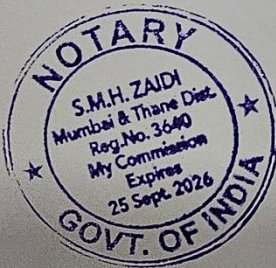
Versus

Hisense India Pvt. Ltd. & Others, Opposite Parties

AFFIDAVIT OF PRATIK SHAH

I, **Pratik Shah**, S/o Mahendra Shah, aged about 41 years, residing at G28, 2nd Floor, Sarvodaya Nagar, 1st Panjarapole Road, CPTank, Mumbai 400004, do hereby solemnly affirm and state as under:

1. That I am the Complainant in the above-mentioned case and am fully conversant with the facts and circumstances of the matter and am competent to swear this affidavit.
2. That the accompanying Consumer Complaint has been drafted by me or under my instructions, and the contents therein are true and correct to the best of my knowledge, belief, and understanding.
3. That the cause of action arose on **10 March 2025**, when I raised a complaint regarding a defective Toshiba television (Amazon Order ID: 403-9686796-6977111), and the Opposite Parties have failed to take appropriate corrective action despite multiple reminders, thereby causing deficiency in service and mental agony.
4. That I have not suppressed or concealed any material facts in this complaint and have provided a true and fair account of all events supported by documentary evidence.



Information Classification: GENERAL

5. That I am filing this Complaint seeking appropriate reliefs as mentioned, including replacement/refund, compensation for mental harassment, and reimbursement of follow-up expenses.

6. That the documents annexed along with the complaint are true and correct copies of their respective originals.

I solemnly affirm that the above statements are true and correct to the best of my knowledge and belief.

DEPONENT

Pratik Shah

Pratik Shah

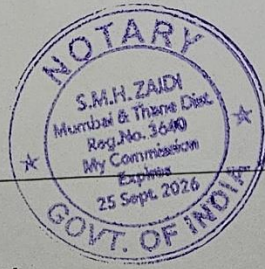
VERIFICATION

Verified at **Mumbai** on this 16 day of April 2025, that the contents of this affidavit are true and correct to my knowledge and belief, and nothing material has been concealed therefrom.

DEPONENT

Pratik Shah

Pratik Shah



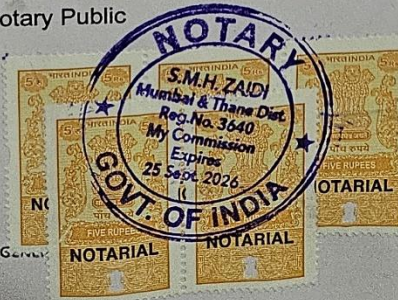
Notary Stamp & Seal

Signature of Notary Public

BEFORE ME

S.M.H. ZAIDI
S.M.H. ZAIDI
NOTARY
Government of India
Mumbai & Thane Dist

16 APR 2025



NOTED & REGISTERED
Sr. No. 1568... Page No. 64...
Book No. 14... Date 16 APR 2025