

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

ERNAKULAM

CONSUMER COMPLAINT NO. DC/555/CC/743/2024

SAJU P JOSEPH

PRESENT ADDRESS - Yuvakalatharang Road, Keerthi Nagar, Elamakkara P.O., Ernakulam 682
032ERNAKULAM,KERALA.

.....Complainant(s)

Versus

Polycab India Private Limited

PRESENT ADDRESS - Polycab House, 771, Mogul Lane, Mahim(W), Mumbai 400
016ERNAKULAM,KERALA.

.....Opposite Party(s)

BEFORE:

HON'BLE MR. RAMACHANDRAN .V , PRESIDING MEMBER

HON'BLE MRS. SREEVIDHIA T.N , MEMBER

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

NEMO

DATED: 18/02/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM

Dated this the 18th day of February 2026

Filed on: 22/06/2024

PRESENT

Shri.V.Ramachandran

Smt. Sreevidhia T.N

Member (President-in-charge)

Member

C.C. No.743/2024

Complainant

Saju P Joseph, S/o. Joseph, Proprietor, M/s Mama Marketing Agencies, Yuvakalatharang

Road, Keerthi Nagar, Elamakkara P.O., Ernakulam 682 032

(By Adv.Philip T.Varghese, T.D.Road, Ernakulam, Cochin-682 011)

Vs.

Opposite parties

1. M/s Polycab India Private Limited, Represented by its Managing Director Polycab House, 771, Mogul Lane, Mahim(W), Mumbai 400 016
2. Libra Industries, Represented by its Manager, 15/618 C1, Poovathumoottil Building, Kesavanpadi, Tripunithura 682 305.

FINAL ORDER

V.Ramachandran, Member

1) A brief statement of facts of this complaint is as stated below:

This consumer complaint is filed by Sri. Saju P Joseph, S/o. Joseph, Proprietor, M/s Mama Marketing Agencies, Yuvakalatharang Road, Keerthi Nagar, Elamakkara against M/s Polycab India Private Limited and others alleging deficiency of service and unfair trade practice from the side of the opposite parties. The complainant states that he has decided to instal solar panels for his office cum residence. For better and effective installation of the electric system, the complainant purchased Polycab Solar String Inverter PSIT IOKW with RMS bearing No. 1547A2218190008 4084836497 from the 2nd opposite party on 18.03.2022. The inverter was manufactured by the 1st opposite party and sold by the 2nd opposite party. The price of the Inverter was Rs. 84,450/-. The 2nd opposite party had issued invoice No.21-22/888 dated 18.03.2022 to the complainant for an amount of Rs. 1,18,708/-for invertor and its accessories and the complainant had paid the same. The

complainant purchased the inverter manufactured by the 1st opposite party relying on their representations that the inverters manufactured by the 1st opposite party is the most efficient and technologically advanced model available in the market. The inverter supplied by the opposite parties was under manufacturer's warranty for the period of five years for all defects in the product.

On 28.10.2022, the inverter became defective and stopped its functioning. The complainant lodged a complaint before the opposite parties. One of the technicians of the opposite parties inspected the inverter and informed the complainant that the inverter was in faulty condition and hence needed to be replaced. As per the instruction of the technician, the complainant replaced the inverter bearing Serial No 1547A21981200067 on 29.10.2022 on the finding that the inverter was defective.

However, the Inverter again became defective on 12.04.2024 and the complainant informed the opposite parties about the same. Though the technician of opposite parties who inspected the Invertor found it defective, the opposite parties refused to replace the same. The opposite parties attempted to attribute the fault to KSEB. On inspection, the complainant found that the invertor initially purchased by him bearing Serial No. 1547A221B190008 was manufactured in the year 2021 whereas the inverter replaced by the opposite party bearing Serial No 1547A219B120067 was manufactured in the year 2019. The complainant states that the opposite parties have replaced the defective Invertor with an old defective model while claiming that they had made replacement under warranty.

By replacing a defective inverter purchased by the complainant with an older and inferior inverter manufactured two years ago, the opposite parties have committed unfair trade practice. The invertor supplied by the opposite parties was a substandard and

obsolete model and it has become unusable.

The complainant brought his complaint to the attention of the opposite parties and sought for replacement of the defective model with a defect free new model. However, the opposite parties have refused to replace the defective Inverter. The opposite parties have taken up a contention in their email that another inverter purchased by the complainant from opposite parties themselves in March 2021 had not shown any signs of malfunction and thereby attempting to contend that the inverter was not defective.

The opposite parties have refused to replace the defective Inverter inspite of the same being covered by a replacement warranty. At the time of purchasing the inverter the complainant had a basic expectation that it would perform its fundamental purpose and durability and the opposite parties had also assured that the inverter would function for its natural lifespan. However, the inverter demonstrably proved that these promises are untrue.

As the Inverter had stopped functioning, complainant was unable to use power from the solar panels installed by him at a high cost. Complainant had to draw power from KSEB and the complainant thereby incurred additional expenses in the electricity bills due to the breakdown of the inverter. On account of their failure to do so, the complainant was not able to use power from the solar panels and had to depend on KSEB connection incurring unnecessary expense and costs. The complainant had to incur a KSEB bill of Rs.7,515/- for the month of May, 2024. Unless the Inverter is replaced by a defect free model, complainant will have to incur such additional expenses every month hence forth and the said expenses are to be reimbursed by the opposite parties to the complainant till the defective Inverter is replaced.

The claim made by the complainant is to replace the defective inverter and to make it functional and the said claim has been ignored by the opposite parties without any justification on baseless and frivolous grounds and on untenable reasoning. The complainant had purchased the inverter from the opposite parties on the reasonable expectation and assurance made by the opposite parties that they will provide all repair and service of the inverter. The opposite parties are not justified in refusing to perform their duties raising baseless allegations. The opposite parties have committed unfair practice and gross deficiency in service by not replacing the inverter and making it functional and failing to refund the amount spent by the complainant to purchase the inverter from the opposite parties. The complainant had been put into irreparable injury and hardship and difficulty due to the inaction of the opposite parties in the matter.

On being informed about the repudiation of his claim, the complainant had submitted emails to the opposite party requesting for reconsideration of the matter and seeking for the replacement or refund of the defective inverter, but they have not been responded to in the proper manner. Therefore the complainant approached this Commission seeking for getting relief of Rs.84450/- along with other reliefs

2) Notice

Eventhough notice was sent to the opposite parties from this Commission they did not turn up or filed their version in time. Hence the opposite parties 1 and 2 are set as ex-parte.

3) Evidence

The complainant produced Exbt.A1 to A4. Being ex-parte, there is no evidence from the side of the opposite parties.

Exbt.A1 Tax invoice issued by the 1st opposite party to the complainant.

Exbt.A2	Letter (e-mail sent by the complainant to the opposite parties
Exbt.A3	Copy of Inverter Warranty issued by 1 st opposite party to the complainant.
Exbt.A4	Copy of the electricity bill paid by the complainant for the month of May 2024

4) The following are the points to be analysed to come into a fair inference of the case.

- (i) Whether the complainant has sustained to any sort of deficiency of service or unfair trade practice from the side of the opposite party?
- (ii) If so, whether the complainant is entitled to get any quantum of compensation from the side of the opposite party?
- (iii) Cost of the proceedings if any?

5) Point No.(i)

The case of the complainant is that for reducing high electricity costs, the complainant decided to install solar panels for his office-cum-residence. For this purpose, the complainant purchased a Polycab Solar String Inverter PSIT 10KW with RMS, bearing Serial No. 1547A22181900084084836497, from the 2nd Opposite Party on 18.03.2022. The inverter was manufactured by the 1st Opposite Party. As per Exbt.A1 Invoice No. 21-22/888 dated 18.03.2022, in which it can be seen that the complainant had paid an amount of Rs.1,18,708/- to the opposite parties for availing inverter and its accessories.

The Commission made a thorough probe into the complaint and evidences produced by the complainant and seem that the complainant purchased the inverter relying on the assurances from the Opposite Parties that their products are highly efficient and technologically advanced. The inverter was sold with a manufacturer's warranty for a

period of five years. On 28.10.2022, the inverter became defective and stopped its functioning. Hence the complainant immediately lodged a complaint with the Opposite Parties. One of the technicians inspected the inverter, found it to be defective, and replaced it with a unit bearing Serial No. 1547A21981200067 on 29.10.2022 which was under the warranty. Unfortunately, replaced inverter also became defective on 12.04.2024 and the complainant again informed the matter to the opposite party and requested to replace the defective inverter with new defect free model, but the opposite party refused it. The opposite parties have committed a gross deficiency in service and unfair trade practice by failing to replace the defective inverter as per the warranty. The complainant had purchased the inverter with a reasonable expectation of its durability and functionality, but the opposite parties have failed to fulfil their duties and assurances. The complainant could not use the inverter to utilize power from the solar panels and thereby had to avail electricity from KSEB at higher costs. The complainant could not use the solar panels due to the defective inverter. The opposite parties had not turned up to file their version in time. This shows their laxity in responding to a very serious complaint and the Commission evaluated the non-response of the opposite parties in time as reluctance resulting in the attitude of unfair trade practice and thereby resulting in deficiency of service.

Moreover, the defects occurred in the inverter of the solar panel is within the warranty period. In this circumstances point No. (1) is proved in favour of the complainant. The complainant had undergone deficiency of service and unfair trade practice from the side of the opposite party. Therefore, the following orders are issued.

- 1) The opposite parties shall refund an amount of Rs.84,450/- (Rupees Eighty four thousand four hundred and fifty only) to the complainant.

2) The opposite parties shall pay an amount of Rs.10,000/- (Rupees ten thousand only) as compensation to the complainant for the mental agony and hardships suffered by the complainant.

3) The opposite parties shall also pay an amount of Rs.10,000/-(Rupees ten thousand only) towards the cost of the proceedings to the complainant.

All the amounts shall be paid by the opposite party to the complainant within 45 days from the date of receipt of a copy of this order failing which amounts ordered above (1) and (2) shall attract interest 7.25 % from the date of issue of order till the date of realization.

Pronounced in the Open Commission this 18th day of February 2026.

Sd/-

V.Ramachandran,

Member

(President-in-charge)

Sd/-

**Sreevidhia.T.N,
Member**

Forwarded by Order

Assistant Registrar

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APPENDIX

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Complainant's evidence

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- Exbt.A1 Tax invoice issued by the 1st opposite party to the complainant.
- Exbt.A2 Letter (e-mail sent by the complainant to the opposite parties
- Exbt.A3 Copy of Inverter Warranty issued by 1st opposite party to the complainant.
- Exbt.A4 Copy of the electricity bill paid by the complainant for the month of May 2024

Date of dispatch

By Hand ::

By Post

Uk

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RAMACHANDRAN .V
PRESIDING MEMBER

.....
SREEVIDHIA T.N
MEMBER