

IN THE DELHI STATE CONSUMER DISPUTES
REDRESSAL COMMISSION

Date of Institution:29.03.2022

Date of Hearing:03.10.2024

Date of Decision:05.12.2024

FIRST APPEAL NO.-36/2022

IN THE MATTER OF

- 1. LG ELECTRONICS INDIA PVT. LTD.,**
A-24/6, MOHAN COOPERATIVES,
INDUSTRIAL ESTATE, MATHURA ROAD,
DELHI-110044.

- 2. M/S INFINITY RETAIL LTD.,**
80/9, KISAN GARH, NEAR RAHIM HOTEL,
VASANT KUNJ, NEW DELHI-110070.
ALSO AT:
E-150, SAKET, NEW DELHI-110017.

(Through: R.B. Associates)

...Appellants

VERSUS

MR. CHITRANJAN PANDEY,
HOUSE NO. 602-D/19, WARD NO. 3,
FLAT NO. B-3, URVASHI APARTMENTS,
MEHRAULI, NEW DELHI-110030.

(Through: Mr. Himanshu, Advocate)

...Respondent

CORAM:**HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)****HON'BLE MS. PINKI, MEMBER (JUDICIAL)**

Present: Mr. Sandeep Khatri along with Mr. Rajat Bhardwaj, counsel for the Appellant.

Respondent in person along with Mr. Himanshu, counsel for the Respondent.

PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL,**PRESIDENT****JUDGMENT**

1. The facts of case as per the District Commission record are as under:

"1. ...the Complainant had purchased an LG LED 109M TV on 16.07.2017 from M/s Infinity Retail Limited trading as Croma (hereinafter referred to as OP-1). The said product was having a service warranty for two years by way of Extended Warranty Card.

1.1 Due to some problems in the LG TV the Complainant sent the product to Service Centre i.e. M/s LG Electronics Pvt. Ltd. (OP-2). The Complainant has filed two Job Sheets dated 10.07.2018 and 22.07.2018 stating that the product in question is lying with OP-2. Complainant repeatedly visited the service centre and was informed that the TV had not been repaired. However, the Complainant received a letter dated 08.08.2018 from OP informing that the said TV stood repaired and was lying for delivery to the Complainant. It is informed that the letter sent by the OP was in response to the email dated 01.08.2018 sent by the Complainant. On visit to the Service Centre the Complainant was shocked to know that an important part of TV i.e. LCD Module TFT has been changed and a lower quality part worth Rs.17,000/- has been replaced with the original one. Complainant being unhappy with the inferior quality of the part asked the OPs to replace it with the original part or refund the amount paid for

purchasing the TV set. But OPs paid no heed to his request.

1.2 Thus aggrieved the Complainant approached this Commission with the prayer for direction to refund the amount of Rs.60,000/- spent for the purchase of said TV alongwith payment of interest and Rs.20,000/- as compensation towards mental agony, physical hardship and the cost of present complaint.”

2. The District Commission after taking into consideration the material available on record passed the order dated **08.04.2021**, whereby it held as under:

“5. Admittedly Complainant’s LG LED TV developed certain defects within the warranty period and the job sheets annexed with the complaint show that on 10.07.2018 and 22.07.2018 Complainant’s TV was received, attended to and repaired at this house. Dissatisfied with the repairs he had given the TV to the authorized service centre of LG Electronics. Mails exchanged between the parties on 01.08.2018 annexed at page-9 & 10 show that the Complainant was not satisfied with the services of OP. The main issue of contention between the parties is that the Complainant alleges that during repairs the LCD Module TFT was changed and an inferior quality part had been replaced with the original one. Whereas OP submits that the service centre of OP had duly apprised the Complainant that TFT Panel changed on 10.07.2018 is the original product of the company having same specification as of IPS Panel and there is no defect in the LED whatsoever.

6. The job sheet dated 10.07.2018 annexed at page No.15 of the complaint reflects that the LCD Module TFT unit price of which is Rs.17372/- was replaced free of cost as the product in question was under warranty. OP No.2 has not categorically /specifically denied that the LCD Module TFT was changed instead of IPS Panel; rather OP No.2 is claiming that the TFT panel changed is having the same specification as IPS panel. These pleadings are not supported by Expert Opinion by any of the parties

whether the replaced product was inferior, superior or of same specification as the original.

7.This Commission has no expertise to adjudicate whether IPS Panel or TFT Panel gives better picture quality or is better in any other way. But this Commission is of the opinion that OP No.2 before changing the Panel should have taken the consent of the Complainant or should have explained it to the Complainant that the part changed was from Company and was as good as previous one. Having thus failed to take the Complainant in confidence and satisfying him that the replaced product was as good as the original, we hold OPs to be deficient in service to that limited extent.

8.Therefore in view of the facts and circumstances discussed above, this Commission directs OPs jointly and severally to refund the depreciated value of TV i.e. Rs.50,000/- alongwith Rs.8000/- towards mental agony and litigation cost to the Complainant within 45 days of receipt of copy this order. Failing which OPs jointly and severally become liable to pay interest @ 8% p.a. on the amount of Rs.50,000/- from the date of filing of the complaint till realization.”

3. The Appellants/Opposite Parties have challenged the aforesaid impugned order on the ground that the District Commission has failed to consider the fact that the issue pertaining to the LED TV of the Respondent was duly resolved by the Authorised Service Centre by replacing the panel of LED TV and the TFT Panel which was replaced by the Appellants has same specifications as of the IPS display panel which was originally provided by the manufacturer. The Appellants further submitted that there is no deficiency of service on the part of the Appellants. Pressing the aforesaid contention, the Appellant prayed for setting aside the impugned order passed by the District Commission.
4. The Respondent, on the other hand, filed reply to the present appeal wherein, he denied all the allegations of the Appellant and submitted that there is no

- error in the impugned order as the entire material available on record was properly scrutinized before passing the said order.
5. We have perused the material available on record and heard the counsel who appeared on behalf of the Appellants and Respondent.
 6. The ***main question*** for consideration before us is ***whether the District Commission has erred in holding the deficiency of service on the part of the Appellants.***
 7. From the perusal of record, we find that it is admitted fact that the Respondent had purchased a 4K LG LED TV 109 cm on 16.07.2017 from the Appellant no. 2, however due to the complaints in the LED display of the product, the product was sent to the authorised service centre of the Appellant vide job sheet dated 10.07.2018 and again on 22.07.2018. Further, the IPS LED display of the aforementioned product was replaced by the Appellant no. 1 with TFT Panel without any cost as the product was under the warranty period. However, on inspection, the Respondent found that the Display Panel which was installed in the LED TV was cheaper and inferior in quality and the complaint regarding the same was raised by the Respondent before the Appellants but was of no avail.
 8. Now the question for our consideration is that ***whether the TFT Panel which was installed by the Appellants in exchange of the IPS Panel (Originally installed in the LED TV) was at par or has the similar specifications and viewing quality as the original one.***
 9. On perusal of record, we find that no expert opinion or report has been filed by the Appellants before the District Commission as well as before this Commission in order to show that both the TFT Panel and the IPS Panel have the similar specifications which does not impact the display quality of the LED TV.

10. Be that as it may, however, it is clear before us that the Appellants have changed the IPS Display Panel with a TFT Display Panel which was not satisfactory for the Respondent as he complained about the display quality. Also, in our considered view, the Appellants have exhibited a clear case of deficiency in service by replacing the IPS display of the LED TV with an inferior-quality TFT display without the prior consent of the Respondent. Since, an IPS display is recognized for its superior color accuracy, wider viewing angles, and better visual performance, all of which contribute to the premium viewing experience for which the Respondent initially invested in the product in question. By replacing it with a TFT display, which is known for its limited viewing angles, lower color fidelity, and diminished overall quality, the Appellants have compromised the intrinsic value and performance of the LED TV.
11. Furthermore, the unauthorized action of replacing the display constitutes unfair trade practice and negligence on the part of the Appellants as the Respondent was neither consulted nor provided with details about the change, depriving him of the opportunity to make an informed decision. Additionally, this act not only diminishes the functional quality of the product but also breaches the terms of service expected from an authorized service provider. Such deficiency in service violates the principles of consumer protection, as it fails to maintain transparency, quality assurance, and accountability, leaving the Respondent dissatisfied and with a product of reduced value.
12. In view of the forgoing, we are in agreement with the reasons given by the District Commission and fail to find any cause or reason to reverse the findings of the District Commission. ***Consequently, we uphold the order dated 08.04.2021 passed by the District Consumer Disputes Redressal***

Commission-II, Udyog Sadan, C-22 & 23, Qutub Institutional Area, New Delhi-110016.

13. ***Consequently, the present Appeal stands dismissed with no order as to costs.***
14. Application(s) pending, if any, stands disposed of in terms of the aforesaid Judgment.
15. The judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.
16. File be consigned to record room along with a copy of this Judgment.

**(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT**

**(PINKI)
MEMBER (JUDICIAL)**

Pronounced On:
05.12.2024

LR-AJ