

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

CHANDIGARH DISTRICT COMMISSION

CONSUMER COMPLAINT NO. DC/AB1/44/CC/160/2021

Kanika

PRESENT ADDRESS - D/o Sh. Pawan Kumar, R/o H.No. 1383, Sector 20-B,
Chandigarh.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Infinit Retails Ltd CROMA

PRESENT ADDRESS - SCO No. 1094-95 Sector 22-C,
Chandigarh.CHANDIGARH,CHANDIGARH.

Hewlett Packard Global soft Pvt. Ltd, EC2 Campus, HP Avenue, Survey No. 39 (PART), Electronic
City Phase II, Hosur Road Bangalore 560100 India. P.C 560100 Bangalore Karnataka through its
M.D.

PRESENT ADDRESS - 2nd address Hewlett Packard Global soft Pvt. Ltd, 24, Salarpuria Arena
Adugodi Hosur Road, Bangalore, Karnataka through its Managing Director.
560017.CHANDIGARH,CHANDIGARH.

Sysnet Global Technologies Pvt. Ltd.

PRESENT ADDRESS - Address SCO 146-147, 2nd Floor, sector 34 Chandigarh 160034, Punjab
through its Partner/Managing Director.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

AMRINDER SINGH SIDHU , PRESIDENT

BRIJ MOHAN SHARMA , MEMBER

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 06/01/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/160/2021
------------------------	---	-------------

ARGUED BY: Sh.Rajesh K. Sharma, Counsel for complainant

Sh.Devinder Singh, Representative of OP-1

Sh. Tapish Gupta, Counsel for OP-2

OP-3 ex-parte

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1. Complainant has filed the present consumer complaint pleading that on 2.10.2020, she visited OP-1 and purchased a new HP laptop vide bill (Annexure C-1) and paid total consideration of 40,448/- and same carried warranty of three years. After 8-10 days, complainant faced problems of slow working and regarding window and web browsers in the said laptop for which she approached OP-1, upon which it sent the same to OP-3 and the problems were resolved. However, on 19.12.2020, complainant again approached OP-1 as she faced same problems and the screen of the laptop was showing black. The laptop was again sent to OP-3 but the problems could not be resolved by its technician and it was advised to change the motherboard. Complainant again approached OP-1 but it could not give any satisfactory reply that the laptop would work satisfactorily or not after change of motherboard and OP-3 told her that the request to head office for change of laptop had been declined by OP-2. Complainant repeatedly requested OPs to resolve the problems and even

served legal notice (Annexure C-3) but to no avail. As per complainant, she had purchased the laptop in question with specific configuration for her MBA study purpose as due to COVID 19 studies were going online, but the act and conduct of OPs caused her to suffer loss of study besides mental agony, harassment etc. Alleging the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OPs, complainant has filed the instant consumer complaint seeking replacement of the laptop in question or refund of the price thereof alongwith interest, compensation and litigation expenses.

2. In its written version, OP-1 admitted that the complainant had purchased the laptop in question from it on 2.10.2020 and that it carried warranty of 12 months from the date of purchase. It is averred that OP-1 is merely involved in the demonstration, guidance and support to the customers through its hired employees and it cannot in any manner be held responsible for any defects in the manufacturing since manufacturing and related defects, that may occur, is the direct responsibility of the manufacturer i.e. OP-2. It is stated that the complainant reported for the first time on 19.12.2020 with some problem in the laptop, which was forwarded to OP-2. Thereafter, OP-2 reported that the motherboard of the laptop was required to be replaced, but the same was denied by the complainant. It is maintained that the decision of replacement and/or refund is solely of the manufacturer. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair

trade practice on its part, OP-1 prayed for dismissal of the consumer complaint.

3. In its separate written version, OP-2 did not dispute the purchase of laptop in question by complainant from OP-1 on 2.10.2020. It is admitted that the complainant approached OP-1 on 26.12.2020 with the laptop in question who handed over to same to OP-3 and the service team offered to resolve the issue by replacing the system board, but the representatives of OP-1 denied for repair and insisted on replacement despite explaining that any replacement or refund of the costs of the laptop is neither permissible nor feasible as per the terms of warranty. It is maintained that laptop is a sophisticated and sensitive electronic equipment comprising various minute electronic components and functionality of the same is dependent on various factors and in the absence of an expert report, complainant has miserably failed to prove the alleged manufacturing defect in the product. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP-2 prayed for dismissal of the consumer complaint.

4. Notice sent to OP-3 was received back with the remarks 'refusal' and when none put in appearance on its behalf before this Commission, it was proceeded against ex-parte vide order dated 7.3.2022.

5. In separate replications, complainant controverted the stand of the contesting OPs and reiterated her own.

6. Contesting parties led evidence in support of their case.

7. We have heard learned counsels for the complainant & OP-2 as well as representative of OP-1 and have gone through the documents on record, including written arguments.

8. Admittedly, complainant had purchased the laptop in question from OP-1 vide bill dated 2.10.2020 (Annexure C-1) for 40,488/-. It is also admitted case of the parties that during the warranty period, the said laptop developed some defects for which the same was handed over to the OPs by the complainant on 19.12.2020, as is also evident from the Goods Acknowledgement Note (GAN) and Service call Report (Annexure C-2). It is further admitted case of the parties that upon inspection, it was found that the motherboard of the laptop had become defective and needed to be replaced.

9. The defence of the OPs is mainly twofold i.e. they were ready to replace the motherboard of the laptop in question but the complainant refused to the same and secondly that the complainant has failed to prove manufacturing defect in the laptop in question by way of some expert report and, therefore, the consumer complaint deserves to be dismissed.

10. However, we do not find any merit in the defence of the OPs. Firstly, OPs have failed to place on record any cogent documentary evidence in the shape of some job sheet, correspondence, email/SMS/WhatsApp message etc. to substantiate their plea that they were

ready to replace the motherboard and the complainant refused to the same.

The OPs, being service providers and custodian of the record, are bound to corroborate their allegations with some cogent evidence, but they failed to do so for the reasons best known to them, for which adverse inference needs to be drawn against them. Thus, mere bald averments of the OPs in their defence, sans any cogent documentary evidence in support of the same, cannot be believed.

11. So far as the other defence of the OPs that the complainant has not led any expert evidence to prove manufacturing defect in the laptop in question is concerned, it is apposite to mention here that motherboard is the main component in a laptop and the mere fact that the same was required to be changed just after a period of around 2½ months from the date of purchase, itself is sufficient to prove that there was inherent defect in the laptop and the complainant rightly requested for its replacement or refund of the amount. Hence, the act of the OPs in neither replacing the laptop in question nor refunding the amount thereof, despite same being under warranty period, certainly amounts to deficiency in service and unfair trade practice on their part and the present consumer complaint deserves to succeed. However, since a lot of time has already gone by, it would not be prudent to direct the OPs to replace the laptop in question and the ends of justice would be served if the OPs are directed to refund the invoice amount alongwith interest and compensation etc.

12. In view of the above discussion, the present consumer complaint

succeeds, the same is accordingly partly allowed and the OPs are directed as under :-

- (i) to refund the invoice price of the laptop in question i.e. 40,488/- to the complainant alongwith interest @9% per annum w.e.f. the date of institution of the present consumer complaint i.e. 17.6.2021 till the date of actual realization. Complainant shall, however, return the laptop in question to OPs at their risk and cost.
- (ii) to also pay 10,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

13. This order be complied with by the OPs within 60 days from the date of receipt of its certified copy.

14. The pending application(s), if any, stands disposed of accordingly.

15. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

06/01/2026

[AMRINDER SINGH SIDHU]

hg

PRESIDENT

[B.M. SHARMA]

MEMBER

.....
AMRINDER SINGH SIDHU
PRESIDENT

.....
BRIJ MOHAN SHARMA
MEMBER