

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

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Consumer Complaint No : 276 of 2021

Date of Institution : 29.04.2021

Date of Decision : 03.01.2025

Raman Sikka aged 70 years s/o Late
Sh.K.G.Sikka, R/o House No.1394, Sector 34-C, Chandigarh.

... .. Complainant

Versus

1. LG Electronics India Ltd. having its Regd. Office at 51, Udyog Vihar, Udyog Vihar Extension, Ecotech-II, Udvoy Vihar, Greater Noida, Uttar Pradesh-201306 through its Authorized Person/M.D/Authorized Signatory.

2. Juneja's Circuit Mall Pvt. Ltd., SCO 147-148, Sector 8-C, Chandigarh through its Authorized Person/M.D/Authorized Signatory.

3. LG Customer Care Support, C/o M/s LG Electronics India Ltd. having its Regd. Office at 51, Udyog Vihar, Udyog Vihar Extension, Ecotech-II, Udvoy Vihar, Greater Noida, Uttar Pradesh-201306 through its Authorized Person/M.D/Authorized Signatory.

Contact No.18003159999 & 18001809999

... .. Opposite Parties

BEFORE: MRS.SURJEET KAUR, PRESIDING MEMBER

MR.BRIJ MOHAN SHARMA, MEMBER

Argued by: Sh.Karun Kumar, Counsel for Complainant.

Sh.Arjun Grover, Counsel for OPs (through VC).

ORDER BY BRIJ MOHAN SHARMA, MEMBER

1] The complainant has filed the present complaint pleading that he purchased one brand new TV Set make LG LED on 20.11.2020 for a total sale consideration of Rs.54,500/-, under Diwali Offer on LG Home

Entertainment Scheme, from OP No.2. Copy of invoice and screen short of Diwali offer has been annexed with the complaint as Annexure C-1. The OP was offering a Diwali festival offer on purchase of LG TV set by giving 3 months Netflix Subscription along with other offers. After purchase of TV, the complainant asked the OP No.2 with regard to the Netflix offer, who assured that the same shall be received via registered e-mail of the complainant within one month of purchase. After one month, the complainant again enquired from OP No.2 about the Netflix offer to which the complainant was asked to call at the LG Customer Care. Thereafter the complainant made various calls on the toll free number of LG Customer Care and every time they assured that the free offer will be delivered shortly but the same was not provided. It is pleaded that the complainant repeatedly requested the OPs from time to time to provide the Netflix Subscription but to no avail. Alleging the aforesaid act amounts to deficiency in service and unfair trade practice on the part of OPs, the complainant has filed the present consumer complaint with a prayer to direct the OPs to refund the cost of TV Set i.e. Rs.54,500/- along with interest, compensation for mental agony & harassment and cost of litigation expenses.

2] The OPs in their written version, while admitting the factual matrix of the case, stated that they offered a Diwali Festival offer of free 3 months subscription on purchase of LG LED. It is stated that inadvertently though not deliberately the complainant was somehow left out from the list of purchasers to whom the code for 3 months free subscription of Netflix was supposed to be sent by the IT department of the OP company. It is stated that OPs are ready to give 1 year free Netflix subscription to the complainant instead of initial Diwali offer of 3 months. It is denied that the complainant is entitled for refund of entire price of product specially when the product is functioning perfectly without any defect. A prayer for dismissal of the complaint has been made.

3] Replication has also been filed by the complainant controverting the assertions of OPs as made in their written version.

4] Parties led evidence in support of their contention.

5] We have heard the learned counsels for the parties and have gone through the entire documents on record.

6] It is an admitted case of the parties that the complainant had purchased LG LED for a sum of Rs.54,500/- from OP No.2 under Diwali Festival Offer and OPs offered a Diwali festival offer of free 3 months subscription on purchase of LG LED but OPs failed to provide 3 months free subscription of Netflix to the complainant. The thorough perusal of documents placed on record, clearly shows that the OPs failed to provide 3 months free subscription of Netflix to the complainant as per their commitments/promises made to the complainant while selling the LG LED. The complainant has invested his hard-earned money to have some good happy time for his family. The act of the OPs for not providing 3 months free subscription of Netflix as per their commitment & promises, despite repeated requests of complainant, amounts to deficiency in service on their part.

7] In the light of above observations, we are of the considered view that the OPs are found deficient in giving proper service to the complainant and having indulged in unfair trade practice. Hence, the present

complaint of the complainant deserves to succeed against the OPs and the same is partly allowed qua them. The OPs are directed as under:-

i] to pay an amount of Rs.4000/- to the complainant as compensation for causing mental agony and harassment to him.

ii] to pay Rs.5000/- to the complainant as costs of litigation.

This order shall be complied with by the OPs within a period of 45 days from the date of receipt of its certified copy, failing which they shall make the payment of the amount mentioned at Sr.No.(i) above with interest @ 12% per annum from the date of this order till realization, apart from compliance of direction at Sr.No.(ii) above.

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

The Office is directed to send certified copy of this order to the parties, free of cost, as per Rules under The Consumer Protection Rules, 2020. After compliance file be consigned to record room.

Announced

03.01.2025

Sd/-

(SURJEET KAUR)

PRESIDING MEMBER

Sd/-

(BRIJ MOHAN SHARMA)

MEMBER

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