

**IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL
COMMISSION**

Date of Institution: 25.07.2023

Date of Hearing: 29.10.2025

Date of Decision: 13.01.2026

FIRST APPEAL NO. 353/2023

IN THE MATTER OF

M/S GODREJ & BOYCE MFG. CO. LTD

HAVING ITS BRANCH OFFICE AT:

GODREJ BHAVAN

SHER SHAH SURI MARG

OKHLA, NEW DELHI-110065

MOB-9953763447

EMAIL:HARSHITM@GODREJ.COM

(Through: Md. Ashraf Hasnain, Advocate)

VERSUS

1. SAHIL GUPTA

S/O. SH. KULDEEP GUPTA

R/O. HOUSE NO-102,

WEST MUKHERJEE NAGAR

DELHI-110009

(Respondent in person)

2. M/S EZONE SERVICES

**(THROUGH ITS PRINCIPAL
OFFICER)**

3032, SHOP NO-1, QUAZI BABA

DARYAGANJ, DELHI-110048

(Through Mr. Mukesh Gahlot, Advocate)

.....Respondents

CORAM:

HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)
HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)

Present: Mr. Ashraf Hasnain, Counsel for the appellant alongwith Mr.
Hanit Mathur, AR of the appellant (Mobile: 9953763447)
None for the Respondent No. 1

Mr. Mukesh Gahlot, Counsel for the Respondent No. 2 (Enrl.
No. D/7112/2019, Mobile: 9711978868,
Email:advocate.mukeshgahlot@gmail.com

PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL,
PRESIDENT

JUDGMENT

1. The brief facts necessary for the adjudication of the present appeal as per the District Commission record are :

1. *"The present complainant has been filed under Section 12 of Consumer Protection Act 1986, (in short CP Act) against the Opposite Party (in short OP) alleging deficiency of services.*
2. *Briefly stated the facts of the case that complainant is a consumer as defined under section 2(d) of the Consumer Protection Act, 1986 as amended up to date, being aggrieved from deficiency of service of the Opposite parties, he has been compelled to seek the redressal of this Hon'ble Forum for his grievances.*
3. *That the complainant is a peace loving and law-abiding citizen of India, God fearing and he has full regard and respect to the law of the country and is a permanent resident of the above said address.*
4. *That Opposite party no. 1 is a well known consumer goods manufacturing company, having its registered office at*

mentioned above and Opposite party no.2 is a dealer of OP No.1.

- 5. That complainant purchased a Godrej Split Air Conditioner from Opposite party no.2 for a sales consideration of Rs.32,000/- (cost price Rs.25.000-and GST of Rs.7,000/- Total Rs.32,000/- later on complainant ha purchased an AMC plan for his split AC coverage till 28.05.2024 from Opposite party no.2 for Rs.5,900/- on 06.02.2020, it was informed to him that his AC is covered under complete warranty, believing the words and considering Godrej an old name in consumer goods in India he purchased this policy (the entire registration of the product was done by Opposite party no. 1 on the ph. 9911473568 of complainant, the necessary record for the same is with Opposite party no. 1 only).*
- 6. That in March 2022 when complainant switched on his AC it was not working, so he raised request for repairs vide service request no. D1303245719 on 13.03.2022, after lot of follow ups finally service was given to him by Opposite party no. 2, though AC was not working properly and showing errors codes on display after this service, but it was told that upon running the AC for days it will get resolved, to which complainant relied.*
- 7. That in between complainant's grandmother passed away copy of death certificate attached as annexure A and he was out of town for many days owing to the rituals, after returning still AC was not working, therefore he again raised a request vide request no. D1204261007 ON 12.04.2022, therefore by this time the AC was not working for more than a month.*
- 8. That thereafter Opposite party no. 2 had checked the AG 3-4 times, but they were never ever able to get it repaired and every time they leave on one excuse or other. Again on 22.04.2022 senior service executive of tranhct Po Opposite party no. 2 after checking AC informed complainant that now thereis some new issue relating to fitting of AC and now some new team will visit to sort the issue, it is very shocking*

that despite of visiting 4-5 times by now Opposite party no. 2 was not able to get the AC functioning. feeling no other option complainant even spoken to Mr. Vijay (service centre head) on his ph. no. at 9212463546/8920543714 and it was informed that he will get this rectified same day, this communication was done in morning on 22.04.2022 and after waiting till evening complainant again called Mr. Vinay, to which he replied that his executive will reach by 8:30 pm, though again wrong commitment was given and no one turned up.

- 9. That on 23/04/2022 felling aggrieved as summers were on peak, Complainant wrote whatsapp message to Mr. Vinay for his unprofessional behavior of giving wrong commitments (Chat Record of communication attached as Annexure B) and requested him to get the AC repaired as soon as possible later in afternoon this so-called new Team came and worked on AC, however again to a shock AC was not Working and they left with same condition and with same excuse of sending new engineer.*
- 10. That it clear from the behavior that as product is covered under AMC, Opposite party No. 2 knew that there is some major fault in AC and it require replacement, because of this Opposite party No. 2 were reluctant to do so as owing to AMC it had to be done free of cost, this is a very clear case of cheating, and such act is not at all acceptable.*
- 11. That later complainant hired some other professional company M/S "Tushar Enterprises" to get the AC repaired and incurred a total expense of 12,350/-, this company Recognized the fault in AC on the first visit.*
- 12. That complainant served legal notice dated 28.04.2022 to Opposite party for seeking his redressal, however Opposite party ignored the same and the legal notice is unanswered till date.*
- 13. That the complaint as a result of the Opposite parties false and misleading representations, promises, assurances, acts, etc., he suffered tremendous mental trauma, mental agony, harassment and inconvenience.*

14. That the Opposite parties had failed to act in accordance with its representations, assurances and promises to the complainant. Therefore, the Opposite party is guilty of deficiency of service and has rendered itself to be liable prosecuted, the complainant filed the complaint and sought the following reliefs:

- a. to Direct the Opposite parties to refund/pay to the complainant the current replacement cost of AC 43,900/- (Rupees Forty Three Thousand Nine Hundred only).*
- b. to Direct the Opposite party to pay to the complainant the repair value of 12,350/- (Rupees Twelve Thousand Three Hundred & Fifty only)*
- c. to Direct the Opposite parties to pay to the complainant a compensation of Rs. 200,000/- (Rupees Two Lakh only).*
- d. to Direct the Opposite parties to pay the litigation charges/expenses of Rs. 25,000/- (Rupees Twenty-Five thousand only).*
- e. The costs may also be awarded in favor of the complainant and against the Opposite parties.*

Any other or further relief, which this Hon'ble Forum may deem fit and proper in the facts and circumstances of this case, may also be granted in favour of the complainant and against the Opposite party.

18. Notice of the complaint was issued to OP's, upon which OP's not entered appearance despite service, OPs proceeded ex-parte vide order dated 17.05.2023.

2. The District Commission after taking into consideration the material available on record, passed the following order 08.06.2023:

19. We have heard the complaint and perused the record. We have also carefully gone through the records of the case.

20. Complainant filed his evidence by affidavit reiterating therein the averments made in the complaint. Complainant proved the copy of invoice/bill of Rs.32,000/- dated 28.05.2019 ExPw1/A, copy of AMC along with terms & conditions dated 06.02.2020 Ex Pw1/B, copy of death certificate of deceased Rajbala ExPw1/2, various complaints made to OP's/the service centre of Opposite party Ex PW1/1. Copy of repaired bill dated 24.04.2022 ExPw1/3. The complainant has also placed on record the copy of legal notice dated 28.04.2022 along with postal receipts sent to the OP's Ex.Pw1/4.

Even otherwise there is no reason to disbelieve the affidavit filed on record by the complainant. The complainant depose that he has purchased the air conditioner in the name of Omkar Trading company, he is engage of Trading of Maize (Corn) in the name of company and doing this business for earning his livelihood by self employment.

In number of cases courts/Commission have held that where serious allegations are made against a notice and the allegations are not refuted and the allegations and the notice is simply ignored, a presumption may be drawn that the allegation made in the notice are true. (See Kalu Ram v/s Sita Ram 1980 RLR (note 44) and Metro Polis Travel V/s Sumit Kalra and others 98 (2002) DLT 573 (BT).

The present case is one where a presumption needs to be drawn in favors of the complainant that the contents of the notice/complaint are true.

21. In view of the testimony of complainant which has gone unrebutted, we are of the view that complainant has succeeding in proving that the services of OP No.-1 and 2 were deficient for selling a air conditioner to complainant which had manufacturing inherent defects. The Air Conditioner sold by OPs, which is mighty and rich organization is having inherent manufacturing defect but OP No.1 did not refund cost price of air conditioner to the consumer who was not at all satisfied with the performance of the air conditioner. Such traders and manufacturers have to be dealt with heavy hand, as they

forget that fight between poor consumer and rich and mighty traders and manufacturers is a fight between David and Goliath and a poor consumer who has been wronged by them is forced to approach the legal Forum for redressal of his grievances. It is a case of unfair trade practice and deficiency in service where the OP's are supplying defective product and did not provides service as per AMC and also refused to return the amount received. The OP's had failed to perform it part of the obligation within stipulated time, and was guilty of deficiency in service to the complainant.

22. The complainant besides suffering financial loss, also underwent mental agony and physical harassment.

23. We accordingly hold OP No.-1 and OP-2 guilty of deficiency of service and unfair trade practice and direct OP No.-1 to refund Rs.32,000/-(Rupees Thirty Two Thousand Only) cost price of the product to the complainant with interest @ 9% p.a. from the date of lodging of complaint with opposite party and direct to OP-2 to refund AMC charges a total sum of Rs.5,900/- and Rs.12,350/- of repaired bill of air conditioner. We also award compensation of Rs.50,000/- (Rupees Fifty Thousand Only) for mental agony and harassment and litigation expenses of Rs.10,000/- (Rupees Ten Thousand Only), to be paid within 4 weeks from the date of receipt of order, failing which OP-1 and OP-2 will be liable to pay interest @15% interest p.a. till realization.

To take back the air conditioner after making the aforesaid payment.

A copy of this order be provided/sent to all parties free of cost. The order be uploaded on the website of this Commission.

File be consigned to record room along with a copy of the order."

3. Aggrieved by the aforesaid decision of the District Commission, the Appellant has preferred the present Appeal contending that Bill issued by the local vendor named "Tushar Enterprises" is fabricated. It is further submitted that no job card was issued by Tushar Enterprise and there is nothing mentioned about the service in the invoice and Rs. 4,700/- charged for gas is also on the higher side. Secondly, it is submitted that senior technicians visited the Respondent No.1 multiple times and replaced the cooling coil, PCB and charged the gas and ensured the unit was functioning well, however the Respondent No.1 refused to accept the unit. Thirdly, it is submitted that the Appellant did not charge any amount during AMC period as per the terms and conditions and there is no manufacturing defect in the unit as the AC unit was purchased in the year 2019 whereas the first complaint was made in March 2022 i.e. after 4 years. Pressing the aforesaid submissions the Appellant has prayed that the present Appeal be allowed.
4. The Respondent No.1 has filed its reply and has stated therein that emphasizing the "Principle of Party to the Proceeding", the established legal doctrine stipulates that only a party adversely affected by a consumer forum's ruling is entitled to lodge an appeal. It is submitted that this principle safeguards fairness and procedural integrity by restricting appeal rights solely to those directly impacted by the decision. It is further submitted that Godrej Consumer Products and Godrej & Boyce are distinct legal entities, an order issued against one entity cannot be contested by the other. Secondly, it is submitted that the Appellant was aware of a significant fault in the AC, likely necessitating its replacement, which they sought to avoid due to the AMC's obligation

for free repairs. Pressing the aforesaid submissions the Respondent has prayed that the present appeal be dismissed with heavy costs.

5. Respondent No.2 has submitted that it is only a proforma party and no relief has been sought against Respondent No.2 in the present appeal.
6. We have perused the material available on record and heard the counsels for the parties.
7. The *only question* that falls for our consideration is *whether the District Commission erred in carving out deficiency of service on the part of the Appellant.*
8. It is the main contention of the Respondent that the AC unit had an inherent defect and the Appellant could not identify the fault even after multiple visits, and therefore, the Appellant is deficient in service.
9. A perusal of the job cards dated 13.03.2022, 28.04.2022, 22.08.2022, 30.08.2022 & 03.02.2023 (*annexed as annexure D alongwith the Appeal*) reflects that Respondent made complaint in respect of AC vide service order no. 245719 on 13.03.2022. On 14.03.2022 expert technician visited the premises of Respondent, but Respondent was not at home and the technician returned back. On 19.03.2022 as per complainant's appointment, technician visited and wet service was done and also display issue was fixed. Again, against service order no. 261007 registered on 12.04.2022, service technician visited twice as per Respondent appointment but found house locked. Hence, service request was cancelled after informing Respondent.
10. It is further clear from the record that on 28.04.2022 against service order no. 267349, a senior technician went and replaced the cooling coil and PCB, as well as charged the gas in the air conditioning unit to test its performance. He identified that the unit was functioning properly but the Respondent refused to accept it.

11. Similarly, Against service order no. 211169, on 23.08.2022 a senior technician visited and found that PCB was defunct. On next day, 24.08.2022 PCB was replaced with full satisfaction of Respondent as is evident from the signatures of the Respondent in said job card.
12. Furthermore, against service order no. 212933, on 31.08.2022 a senior technician visited and found that sensor has some problem which was replaced on 05.09.2022, and another service was done against order no. 228442, on 03.02.2023 whereby a senior technician visited and service was done.
13. Here, it is to be noted that though the Respondent has alleged an inherent/manufacturing defect in the unit, it is to be noted that the AC unit was purchased in the year 2020 whereas the first complaint was made in March 2022 i.e. after around two and a half years. Furthermore, it is an established position of law that manufacturing defect has to be proved by way of expert evidence. However, the Respondent has not placed on record any expert opinion to show that the AC unit suffered an inherent manufacturing defect.
14. At this juncture, it is further pertinent to mention that any electronic product may suffer a defect however, every defect cannot be termed as a manufacturing defect. What is to be gleaned from the aforesaid discussion is that an electronic article may suffer a defect and in such circumstances, the liability of the seller/manufacturer/service provider is limited to the extent of repairing the product. In order to establish deficiency of service, the manufacturer or seller must act repugnant to the interest of the consumer viz. not acceding to the request for repair. On the other hand, if the service provider readily shows up for repairing the product as and when demanded by the consumer, no deficiency can be attributed to the conduct of the service provider. Adverting to the

facts of the instant case, it is clear from the record that the AC unit was repaired as and when required by the Appellant and therefore, no deficiency can be carved out on the part of the Appellant. As regards to the question of manufacturing defect, we opine that sufficient material should be placed before any adjudicatory body to show that an article suffered from manufacturing defect. Every defect, on the face of it, cannot be termed to be a manufacturing defect, until proven to the contrary by concrete evidence.

15. *Consequently, the present Appeal stands allowed and the order dated 08.06.2023 passed by the District Consumer Disputes Redressal Commission-VI, M Block, IP Estate is set aside.*
16. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.
17. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.
18. File be consigned to record room along with a copy of this Judgment.

(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT

(BIMLA KUMARI)
MEMBER (FEMALE)

Pronounced On:
13.01.2026

L.R.-G.P.K