

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM, ERNAKULAM.

Dated this the 7th day of October 2008

Filed on 25/07/2007

PRESENT:

Shri. A. Rajesh,
Shri. Paul Gomez
Smt. C.K. Lekhamma,

President.
Member.
Member.

C.C. No.246/2008

Between

Koshy John,

: Complainant
(Party-in-person)

Vs

1. Hewlett-Packard India Pvt. Ltd,
HP Compaq Head Office,
24, Saipuria, Arena Building,
Hosur Main road, Adugodi,
Bangalore-560 030.
2. HP Service Centre,
Ground Floor, Colton house,
Bank road, Opp. St. Antony's Church,
Kaloor, Cochin-682 017.
(Laptop Servicing Division of:
Nortech house, Arackakadavu road,
Edappally, Ernakulam-680 024)

: Opposite parties
(Set ex-parte)



ORDER

A. Rajesh, President.

The brief facts giving rise to this complaint are as under:

On 5-4-2007 the complainant has purchased HP Pavilion DV 9295 EA model note book personal computer worth Rs. 7,600/- Dirhum equivalent to Rs. 96,000/- from Dubai. 1st opposite party is subsidiary of the manufacturer of the laptop in India and they are responsible for the sale and service of all

HP products in India. The 2nd opposite party is the local service centre of the 1st opposite party. In September 2007 the machine showed multiple problem viz. over heating, battery failing to charge, cracking of the display assembly and broken display hinge. Subsequently on several occasions the complainant contacted the manufacturer by e-mail. The defects could not be rectified in spite of instructions from them. As per the directions of the 1st opposite party on 18-2-2008 the 2nd opposite party accepted the gadget to cure the defects. On 20-3-2008 2nd opposite party returned the same saying that the defects had been rectified. It was noticed by the complainant, that the important components of the instrument were tampered with and the defects subsisting. Therefore the complainant was compelled to approach the 2nd opposite party on more than one occasions. Apart from the defects persisting further problem were occurred. Complainant repeatedly invited the attention of the 1st opposite party through e-mails to get his grievance redressed but his efforts were in vain. The complainant reasonably apprehended that the product suffers from manufacturing defects. Hence the complainant approaches this Forum seeking the following reliefs against the opposite parties.

- i. refund of price of the laptop with Rs. 35,000/- as damages or
- ii. to replace the lap top with 3 years international warranty.

2. Despite service of notice from this Forum opposite parties chose to remain absent during the proceedings and they were set ex-parte. Complainant who was examined as PW1 and Exts. A1 to A11 marked in evidence from his side. Complainant who appeared as party – in-person was heard in detail.

3. Points that arise for our determination.

- i. Whether the complainant is entitled for refund of the price of the computer or not?



3. Point No. i. According to the complainant Ext. A1 cash invoice would show that he has purchased the impugned laptop from Dubai manufactured by Hewlett-Packard k(HP) to the tune of 7600 Dirham equivalent to Rs. 96,000/-, HP has support presence for the product in India through the 1st opposite party. As per Ext. A2 'world wide limited warranty an technical support the machine is covered by warranty for one year. In September 2007 the system was not working properly for one or other reasons. But the instruction given by the customer care centre were not helpful and the defects could not be rectified. Ext. A3 seems is the e-mails sent by them dated 29-9-07, 15-1-08 and 6-2-08 respectively to that effect. Ext. A4 to A7 receipts would show that the opposite parties has received the machine under dispute for repairs respectively. On 18-4-2008. Therefore the complainant has caused Ext. A8 e-mail to the 1st opposite party informs him displeasure to the 1st opposite party and Ext. A9 is the reply e-mail. Ext. A120 e-mail was issued by 1st opposite party to complainant stating that they are prepared to replace the system board of the same configuration. The definite case of the complainant is that, since September 2007 the problem in his laptop still remains unsolved making it impossible for him to put the same to proper use.

The complaint related to the manufacturing defects of the lap top in question which was purchased from Dubai by the complainant. It appears that 1st opposite party is vicariously liable to indemnify the complainant and 2nd opposite party is the servicecentre of 1st opposite party. The complainant noticed several defects during the warranty period. The details of defects were as under.

I. As per Ext. A4 Service Centre Call Report

- a. LCD shaking
- b. battery not charging



c. system over heating

d. Power off

Laptop was returned by 2nd opposite party on 20-3-08

II. As per Ext. A5 Material Acceptance Report dated 26-3-2007.

a. Over heating

b. Which restraining volume up and mute keys blinking (while machine as over heated)

c. Left side bush missing LCD

d. Battery back up to be checked.

Lap top returned on 17-4-2008

III. As per Ext. A6 material acceptance report dated 18-4-2008

a. Over heating when re-starting present

b. lcr key not working

c. LCD bush missing

iv. As per Ext. A7 servicecentre call report dated 18-4-2008.

a. Over heating when restarting prt. Scr

b. Scr key not working

c. LCD bush missing.

Lap top returned on 8-5-2008.



iv. As per Ext. A7 servicecentre call report dated 18-4-2008, the following are the defects.

- a. Over heating when restarting prt. Scr
- b. Scr key not working
- c. LCD bush missing.

Lap top was returned on 8-5-2008.

Moreover in Ext. A3 e-mail dated 29-9-2007 1st opposite party has admitted that, " the note book shutting down and the system performance is poor."

Further in Ext. A10 e-mail dated 7-1-2008 1st opposite party stated that "With respect to the complaint given in the site, you have given your laptop to hp service centre on 26-03-2008 and we have replaced the system board, since we found the problem again, and on the second time we requested for the system board again we have collected the laptop on 18/04/2008, second time the problem was solved and collected back by you, since it concerns the mismatch of the original configuration, it was best of effort basis, we have replaced the system board as it is out of country purchase.

We request you return the laptop to our service centre again, we can request the system board of the same configuration, which is now available."

We have given our thoughtful consideration to the complaint before us Having regard to the nature and extend of the defects noted above and admissions of 1st opposite party in Ext. A7 and A10 e-mails we are of the opinion that the laptop under dispute suffers from manufacturing defects and opposite parties are legally bound with to replace the machine or to refund the consideration.



5. Point No. ii. Considering the facts and circumstances of the case we are not ordering any compensation. Nevertheless opposite parties have committed deficiency in service towards the complainant and the complainant was running from pillar to post to get his grievance redressed. It was the adamant attitude of the opposite parties which compelled the complainant to knock the doors of this Forum. Hence they are liable to pay cost to the complainant.

6. Hence we partly allow the complainant and pass the following order.

i. 1st opposite party shall replace the laptop in question with a new piece of the same price and configuration with one year fresh warranty and on that event complainant shall return the lap top under dispute to 1st opposite party simultaneously or in the alternative 1st opposite party shall refund Rs. 96,000/- being the price of the laptop with 9% interest p.a. from the date of complaint till realization to the complainant and on that case also complainant shall return the lap top in question to 1st opposite party.

ii. Opposite parties are jointly and severally liable to pay litigation cost of Rs. 1,000/- to the complainant. This order shall be complied with in a period of one month from the date of receipt of copy of the order.

Pronounced in the open Forum on this the 7th day of October 2008.



Sd/-

A. Rajesh, President.

Sd/-

Paul Gomez, Member.

Sd/-

C.K. Lekhamma, Member.

Forwarded/By Order.

[Signature]
25.10.08

Senior Superintendent.

Appendix

Complainant's exhibits :

Ext. A1	:	copy of cash sales
A2	:	Copy of warranty and technical support
A3	:	copy of e-mail dt. 29-9-07
A4	:	copy of service centre call report
A5	:	copy of Material Acceptance Receipt
A6	:	" " dt. 18-14-2008
A7	:	copy of servicecentre call report
A8	:	copy of e-mail dt. 9-8-08
A9	:	copy of e-mail dt. 9-8-08
A10	:	-do-
A11	:	-do-

Opposite party's exhibits : Nil

Deposition:

PW1 : Koshy John



Date of Despatch of copy of this order:

By Post:

By Hand: