

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM**  
**Dated this the 28<sup>th</sup> day of May, 2025**

**PRESENT**

Shri. D.B. Binu  
Shri. V. Ramachandran  
Smt. Sreevidhia T.N

**Filed on: 04/12/2023**

Hon'ble President  
Hon'ble Member  
Hon'ble Member

**CC.No. 927 of 2023**

**Complainant**

Augstine K.A, Kalathiparambil, Nettoor.Pin-682040.

**VS**

**OPPOSITE PARTIES:**

1. Water Purifier Eureka Forbes, Aquaguard Crest UV, B1/B2, 7-2, 7<sup>th</sup> Floor,  
Marathan Innova, Off: Ganpatrao, Kadam Marg, Lower Parel (West) Mumbai,  
Maharashtra-400013.  
*(Adv. Hemant Daswani, G.S. Kangavel, R-167(Basement, Greater Kailash-1,  
New Delhi-110048, Rep by Adv. Jinish Pauk..)*

2. Aquaguard Installation and Service, Purvanendu, 209, North Janatha Road,  
Palarivattom, Ernakulam, Pin-682025.

3. Nandilath G Mart, Global Electronics & Home Appliances Plaza, 65/329,  
Judges Avenue Junction, Judges Avenue Road, Kaloore, Kochi-682018.  
*(Adv. K.S.Arundas, Ambily Joshy, Anamika, Advocates, 35&36, 1<sup>st</sup> Floor,  
DD Oceano Mall, Near Taj Gate Way Hotel, Marine Drive, Ernakulam,  
Cochin-31.)*

**FINAL ORDER**

**D.B. Binu, President**

**1. A brief statement of facts of this complaint is as stated below:**

The complaint was filed under Section 35 of the Consumer Protection Act, 2019. The complainant, an aged and disabled painting worker, purchased a Eureka Forbes Aquaguard Crest UV water purifier from a home appliance retailer named G Mart, Nandilath, on 28.06.2023, for Rs. 10,200/-. The third

opposite party is the retail seller, while the first and second opposite parties are associated with the manufacturer and service provider, Eureka Forbes Ltd.

Following the purchase, a service technician from the company visited the complainant's residence for installation. However, he negligently cut the hose and connected it to the old knob without replacing it, resulting in the water purifier never functioning properly from the outset. Despite the complainant's repeated complaints, no effective service was rendered. A second service technician later opined that it was an "*anticopper complaint*" and advised that the issue be reported directly to the company. The complainant subsequently submitted a formal complaint to the company, but neither the pipe nor the knob was replaced, and the purifier remains non-functional.

Despite having submitted the purchase bill, the opposite parties failed to fulfil their service obligations. The complainant now seeks either replacement of the water purifier or a refund of Rs. 10,200/- with interest, along with Rs. 15,000/- compensation and costs incurred in pursuing the matter.

## **2). NOTICE:**

The Commission issued notices to the Opposite Parties on 05-01-2024. The third Opposite Party filed its version. The notices to the First and Second Opposite Parties were served on 20-01-2024 and 09-01-2024, respectively. The statutory period for filing the version has expired. Hence, the First and Second Opposite Parties were set ex parte on 04-03-2024.

## **3). THE VERSION OF THE THIRD OPPOSITE PARTY:**

The purifier was manufactured by the First Opposite Party, and all after-sales services, including installation and warranty obligations, are handled by the manufacturer's authorised service centres. Hence, they stated they are wrongly implicated in the complaint. The third opposite party a reputed home appliance dealer in Kerala, submits that it is only a seller of the water purifier purchased by the complainant on 28.06.2023. The opposite party contends that

the complainant has failed to make a valid claim under the Consumer Protection Act, 2019, and has not substantiated the allegations of unfair trade practice or deficiency in service. They assert that the product was sold after the complainant verified its quality, and a warranty card and user manual were duly provided at the time of purchase. The complaint is alleged to be false, frivolous, and filed with the intent to harass and extort unjustified compensation.

They further state that the malfunction reported relates to service personnel from the manufacturer, whose actions are beyond their control or knowledge. As there is no cause of action against them, the complaint should be dismissed with costs in the interest of justice.

4). **EVIDENCE:**

The complainant submitted a proof-affidavit along with one document. The document in the complaint is marked as Exhibit A1.

- Exhibit A1: GST INVOICE dated 28.06.2023.

5). **Points for Consideration:**

- i) Whether the complaint is maintainable or not?
- ii) Whether there is any deficiency in service or unfair trade practice by the opposite parties?
- iii) If so, whether the complainant is entitled to any relief?
- iv) Costs of the proceedings, if any?



#### 6). Summary of Written Arguments by the Third Opposite Party:

The third opposite party a home appliance dealer, contends that they sold the water purifier that the first opposite party manufactured on 28.06.2023 after the complainant verified its price and quality. They state that installation and after-sales service are the sole responsibility of the manufacturer and its authorised service centres, not the dealer. The complainant never contacted them after the sale, and they deny any knowledge of installation issues.

They argue that the complaint is baseless, contains false allegations, and is filed with ulterior motives. They also assert that the complaint is bad for non-joinder of necessary parties, particularly the technician who allegedly caused the issue. They claim the complainant suppressed the warranty card and terms of service and is trying to unjustly extract compensation.

The dealer denies any role in the alleged deficiency of service or unfair trade practice, emphasising that no cause of action lies against them. They request that the complaint be dismissed with costs, asserting that it is frivolous and intended to harass the dealer.

We have also noticed that Notices were issued by the Commission to **the First and Second Opposite Parties**, but they did not file their version. Hence, **the First and Second Opposite Parties** set ex parte. The complainant had produced one document marked as Exbt.A-1. However, **the First and Second Opposite Parties** did not make any attempt to appear in the case and participate in the above proceedings before this commission or set aside the ex parte order passed against them. It was further stated that this illegal, arbitrary and unjustified act of **the First and Second Opposite Parties** amounted to a deficiency in service, indulgence in unfair trade practice, and caused mental agony and hardship to the complainant.

The **First and Second Opposite Parties'** conscious failure to file their written version in spite of having received the Commission's notice to that effect

amounts to an admission of the allegations levelled against them. Here, the case of the complainant stands unchallenged by **the First and Second Opposite Parties**. We have no reason to disbelieve the words of the complainant. **The Hon'ble National Commission held a similar stance in its order dated 2017 (4) CPR page 590 (NC).**

We have meticulously considered the detailed submissions made by the complainant and the third opposite party and thoroughly reviewed the entire record of evidence, including the argument notes presented.

**i). Maintainability:**

The complainant, having purchased the water purifier for personal domestic use and suffered subsequent non-performance of the product, clearly falls under the definition of "consumer" as per Section 2(7) of the Consumer Protection Act, 2019(**Exhibit A1**). Hence, the complaint is maintainable.

**ii). Deficiency in Service and Unfair Trade Practice:**

It is evident that the water purifier never functioned post-installation due to negligent service. The second opposite party's failure to properly install the unit and rectify the issue even after complaints constitutes a clear **deficiency in service** as per Section 2(11) of the Act.

Despite formal notice and sufficient opportunity, the first and second opposite party failed to appear or respond, amounting to a **deemed admission** of the allegations.

- Failure to provide after-sales service for a defective water purifier constitutes a deficiency in service under the Consumer Protection Act.
- The act of the service technician in installing the unit using faulty or inappropriate components indicates gross negligence.

- The subsequent inaction, even after a formal complaint and production of the invoice, indicates not only neglect but wilful default.
- The complainant, being a senior and physically challenged individual, was subjected to unnecessary hardship, which entitles him to compensatory relief.

### iii). Liability of the First Opposite Party:

Being the **manufacturer and warrantor**, the first opposite party is vicariously liable for the deficient service rendered through its authorised agents second opposite party. Failure to ensure the proper installation and functioning of the product or address the grievances amounts to a **deficiency in service**.

### Liability of the Second Opposite Party:

The second opposite party, being the **service provider**, directly performed the defective installation and failed to rectify it despite complaints. Therefore, the second opposite party is **primarily liable** for negligence.

### Exemption of Liability for the Third Opposite Party:

The third opposite party is a **retailer** who sold the product along with all necessary documentation and warranty details. There is no evidence to show that the defect existed at the point of sale or that the seller misrepresented the product. Hence, the seller (Third Opposite Party) is **not liable** for the manufacturers or installer's service lapses.

### iv) Relief and Compensation:

In *Ghaziabad Development Authority v. Balbir Singh*, (2004) 5 SCC 65, the **Hon'ble Supreme Court** held that compensation awarded to consumers should not be limited to actual financial loss but must also encompass mental



agony, harassment, and emotional distress caused by the deficiency in service. The Court further observed that such compensation must be proportionate to the nature and extent of the deficiency as well as the suffering endured by the consumer, thereby reinforcing the responsibility of service providers to redress grievances effectively.

In the present case, considering the mental agony, financial loss, and inconvenience suffered by the complainant, he is entitled to appropriate compensation.

We determine that issue numbers (I) to (IV) are resolved in the complainants' favour due to the significant service deficiency on the part of the first and second Opposite Parties. Consequently, the complainant has endured considerable inconvenience, mental distress, hardships, and financial losses as a result of the negligence of the first and second Opposite Parties.

In view of the above facts and circumstances of the case, we are of the opinion that the first and second Opposite Parties are liable to compensate the complainant.

**Hence, the prayer is partly allowed as follows:**

- I). The First and Second Opposite Parties shall replace the defective water purifier with a new one of the same model and specifications within 30 days from the date of this Order. If replacement is not feasible, the First and Second Opposite Parties shall refund ₹10,200/- (Rupees Ten Thousand Two Hundred Only) to the complainant, as per **Exhibit A1**.
- II) The First and Second Opposite Parties shall pay ₹5,000/- (Rupees Five Thousand Only) to the complainant as compensation for mental agony, financial loss, and inconvenience. This amount is awarded for the deficiency in service

and unfair trade practices, as well as the physical hardship endured by the complainant.

III). The First and Second Opposite Parties shall pay ₹5,000/- (Rupees Five Thousand Only) to the complainant towards the cost of proceedings.

IV). The First and Second Opposite Parties shall have the liberty to take back the water purifier in question from the complainant within 30 days of complying with the above direction.

The First and Second Opposite Parties are jointly and severally liable for compliance with the above directions. These Orders shall be complied with within 45 days from the date of receipt of this Order. Failure to comply with the monetary directions under Clauses I and II shall attract interest at the rate of 9% per annum, calculated from the date of filing the complaint (04.12.2023) until the date of full realisation of the payment.

**Pronounced in the Open Commission this the 28<sup>th</sup> day of May, 2025.**

**D.B. Binu, President**

**V. Ramachandran, Member**

**Sreevidhya T.N, Member**

#### **APPENDIX**

**Complainant's Evidence:**

Ext.A1 - GST Invoice dtd. 28-6-2023

**Opposite Parties' Evidence: NIL**

Date of Despatch

By Hand::

By post::

BR/