

**BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, SOUTH MUMBAI AT PAREL**

**Puravatha Bhavan, 1st Floor, General Nagesh Marg,
Near Mahatma Gandhi Hospital, Parel, Mumbai- 400 012**

Consumer Complaint No: 117/2019

Complaint Filed on: 21/05/2019

Final Order on: 07/08/2025

Mr. Nilesh Nenshi Gala,
Residing at Prospect Chambers Annex,
Office No.18, First Floor, Pitha street, Fort,
Mumbai.- 400 001.

.....Complainant

Versus

Reliance Retail Ltd.,
Reliance Digital, Ground Floor, Calcut House,
Street No. 8/10 Tamarind Lane, 2/8, Street,
4 Armaenian Street,
Fort, Mumbai – 400 002.

.....Opponent

**BEFORE: HON'BLE PRESIDENT MR.SADIKALI B. SAYYAD
HON'BLE MEMBER SMT. G. M. KAPSE**

ADVOCATE ON RECORD:

For Complainant: Adv. Saiyed Sahil Nagamiya/Adv. Manish N Gala
For Respondent: Adv. S. P. Chavan

J U D G M E N T
(Decided on 07/08/2025)

HON'BLE PRESIDENT MR.SADIKALI B. SAYYAD

1. Introduction

The complainant, Mr. Nilesh Nenshi Gala, has filed this complaint under Section 12 of the Consumer Protection Act, 1986, alleging deficiency in service on the part of the Opponent – Reliance Retail Ltd., in connection with the sale and post-sale handling of two split air conditioners purchased by him.

2. FACTS OF THE CASE

As stated in the complaint, the complainant had purchased two Bluestar Split Air Conditioners for a price of Rs. 35,000/- each, totaling Rs. 70,000/-, from the Reliance Digital Store at Mumbai on 27/09/2018. The complainant states that the products were delivered and installed, and were initially functioning well.

However, the complainant avers that in or around March 2019, one of the two air conditioners started showing signs of cooling issues and performance failure. The complainant, being within the 1-year comprehensive manufacturer warranty period, approached the Opponent (the seller) to resolve the issue.

It is the complainant's case that the Opponent failed to provide timely service or rectification. He alleges that he was repeatedly made to wait and that neither repair nor replacement of the faulty AC was arranged by the Opponent despite follow-ups.

The complainant has asserted that several service requests were made, and even after inspecting the product and acknowledging the fault, the Opponent and the manufacturer failed to take corrective steps. The complainant alleges that the manufacturer was prepared to replace the unit, but the Opponent failed to facilitate or complete the replacement.

The complainant further states that the Opponent attempted to delay or avoid fulfilling its obligations under warranty by misrepresenting facts and wrongfully

alleging that the complainant was making additional demands, such as keeping both the new and old unit. The complainant denies making such demands and contends that these are false and baseless allegations.

Aggrieved by the inaction and the harassment faced due to continuous follow-ups, and denial of proper service, the complainant has approached this Commission seeking replacement of the defective unit and compensation for mental agony, inconvenience, and litigation costs.

3. DEFENCE OF THE OPPONENT

The Opponent, Reliance Retail Ltd., filed its written version on 27/09/2012 (inadvertent dating), denying all allegations and raising several preliminary and substantive objections.

At the outset, the Opponent contended that the present complaint is not maintainable and that this Hon'ble Commission lacks jurisdiction to entertain the matter as the dispute is allegedly not a "consumer dispute" under the Act. It is further alleged that the complaint does not meet the definition of a "consumer" or "service" under Section 2 of the Consumer Protection Act, 1986.

On merits, the Opponent admitted that the complainant had purchased two Bluestar ACs from its store and that the products carried a 1-year comprehensive manufacturer warranty. The Opponent also admitted that one of the ACs developed a fault around March 2019 and that a service complaint was made by the complainant.

The Opponent claims that, upon receiving the complaint, it immediately forwarded the issue to the manufacturer, Bluestar, who agreed to replace the defective unit under warranty. The Opponent submits that the complainant was unreasonable in insisting upon retaining the defective unit in addition to receiving the new one, and therefore the replacement could not be completed.

The Opponent argues that as a retailer/reseller, it is not responsible for post-sale warranty service, which is handled solely by the manufacturer. It asserts that

there was no negligence or deficiency in service on its part and that it acted promptly and responsibly in forwarding the complaint.

It is further alleged that the complaint is frivolous, vexatious, and filed to harass the Opponent, and that the complainant has wrongfully dragged the Opponent into litigation without making the manufacturer a party. The Opponent prays for dismissal of the complaint with costs.

4. POINTS FOR DETERMINATION

Upon hearing the parties and perusing the documents on record, the following issues arise for consideration:

Sr.no.	Points	Findings
1	Whether the complaint is maintainable under the Consumer Protection Act, 1986?	Yes
2	Whether there has been deficiency in service on the part of the Opponent?	Yes
3	Whether the complainant is entitled to replacement of the defective unit and compensation?	Yes

FINDINGS AND REASONS

Point No. 1 – Whether the complaint is maintainable under the Consumer Protection Act, 1986?

The first objection raised by the Opponent is that the complaint is not maintainable before this Commission, as the dispute allegedly does not constitute a “consumer dispute” and falls outside the purview of the Consumer Protection Act, 1986.

We find no substance in this objection. The complainant has clearly established that he purchased two Bluestar Split Air Conditioners for personal domestic use from the Opponent’s store for consideration. This fact is admitted by the Opponent. The transaction between the complainant and the Opponent,

therefore, satisfies all the elements of the definition of "consumer" under Section 2(1) (d) of the Act. Further, the Opponent, as a reseller or retailer of goods, clearly falls within the definition of "service provider," and the act of selling a product with an accompanying warranty constitutes a "service" as defined under Section 2(1) (o) of the Act.

Moreover, the allegation made by the complainant is that the Opponent failed to fulfill its obligations in facilitating after-sale warranty support, particularly the replacement of a defective product. Such a grievance is squarely covered under the definition of a "consumer dispute" as defined under Section 2(1) (e) of the Act. The Act provides remedies for defective goods and deficiency in services, including post-sale conduct. Therefore, the issue raised by the complainant is very much maintainable under the Consumer Protection Act.

Hence, the objection as to jurisdiction and maintainability is rejected.

Point No. 2 – Whether there has been deficiency in service on the part of the Opponent?

The central issue in the complaint revolves around the Opponent's failure to ensure the timely replacement of one of the two air conditioners which was admittedly defective and under manufacturer's warranty.

It is an admitted position from both sides that the complainant purchased two air conditioners from the Opponent and that one of them developed a cooling issue within a few months, i.e., in March 2019. The product was well within the warranty period of one year, and the complainant immediately brought the defect to the notice of the Opponent. The Opponent, in its written version, has accepted that upon receiving the complaint, it informed the manufacturer, Bluestar, and that the manufacturer had agreed to replace the defective product. Thus, the defect and the decision for replacement are not in dispute.

Despite this, the replacement was never executed. The Opponent attempts to shift the blame entirely on the complainant, alleging that he was making unreasonable demands by insisting on keeping the old unit in addition to receiving the replacement. However, this Commission finds that this contention

is unsupported by any documentary evidence. The Opponent has not produced a single communication — email, letter, or service record — where such a demand was made by the complainant. On the other hand, the complainant has submitted service requests and follow-up correspondence showing his attempts to obtain the replacement.

Under consumer law, when a defective product is sold with a warranty, the retailer shares a duty with the manufacturer to ensure that the consumer receives redressal. The retailer cannot wash its hands off by merely forwarding the complaint to the manufacturer and doing nothing thereafter. In *Spring Meadows Hospital v. Harjot Ahluwalia* [(1998) 4 SCC 39], the Hon'ble Supreme Court observed that when a consumer suffers due to defective goods or services, responsibility may lie with all parties involved in the supply chain, including the seller.

Here, the Opponent failed to follow up adequately with the manufacturer and ensure the execution of replacement — despite admitting that the manufacturer was ready to replace the unit in April 2019. The replacement never occurred. The delay of several months and ultimate inaction constitutes gross negligence and a clear case of deficiency in service under Section 2(1) (g) of the Act. This amounts to a failure in discharging a legal duty expected from a responsible retailer dealing with consumer durables.

Moreover, the Opponent, being a prominent retail chain, is expected to uphold a standard of professional conduct in dealing with customers. Instead, by making baseless allegations against the complainant and refusing to take accountability, it has aggravated the consumer's grievance and exposed him to unnecessary mental harassment.

Accordingly, we hold that the Opponent is guilty of deficiency in service and has also engaged in an unfair trade practice by failing to replace the product within a reasonable time despite accepting the defect and the warranty claim.

Point No. 3 – Whether the complainant is entitled to the reliefs sought, including replacement and compensation?

Having established that the complainant is a consumer, and that there was deficiency in service on the part of the Opponent, the next question is whether the complainant is entitled to the reliefs sought.

We find that the complainant is fully entitled to the replacement of the defective air conditioner, especially when the defect arose during the warranty period and was acknowledged by the manufacturer. The inordinate delay in replacing the unit and the lack of any justifiable reason for the same entitles the complainant to relief.

Further, we are of the view that the complainant has endured mental agony, inconvenience, and harassment due to the Opponent's unprofessional conduct and inaction. A consumer, after spending a substantial amount of money, is entitled not only to a defect-free product but also to prompt after-sale service during the warranty period. The failure to provide this constitutes a breach of consumer trust.

The complainant is therefore entitled to the following:

- Replacement of the defective Bluestar Split AC with a new unit of equivalent specifications;
- Compensation of Rs. 10,000/- for mental agony and harassment caused by continuous follow-ups and unfulfilled commitments;
- Cost of litigation assessed at Rs. 5,000/-.

In the event of non-compliance within the prescribed period, the awarded sum shall carry interest @ 9% per annum from the date of this order till actual realization.

FINAL ORDER

In light of the above discussion and findings, we pass the following order:

1. The Consumer complaint No. 117/2019 is partly allowed.

2. The Opponent, Reliance Retail Ltd., is directed to replace the defective Bluestar AC unit with a new unit of equivalent model/specifications within 30 days from the date of this order.
3. The Opponent shall pay the complainant a sum of Rs. 10,000/- (Rupees Ten Thousand only) towards compensation for mental agony and harassment.
4. The Opponent shall also pay Rs. 5,000/- (Rupees Five Thousand only) as cost of litigation.
5. Failure to comply with this order within 30 days will attract interest @ 9% per annum on the total awarded amount from the date of this order till full payment.
6. Free copy of this order be provided to both parties.

Dictated & Pronounced on this the 07th day of August, 2025.

Sd/-

(SMT. G. M. KAPSE)

MEMBER

DISTRICT CONSUMER DISPUTE REDRESSAL COMMISSION,

South Mumbai, at Parel

Sd/-

(MR. SADIKALI B. SAYYAD)

PRESIDENT