

**District Consumer Disputes Redressal Commission-I (North District)**

[Govt. of NCT of Delhi]

Ground Floor, Court Annexe -2 Building, Tis Hazari Court Complex, Delhi- 110054

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**Consumer Complaint No. 282/2024**

In the matter of

Sh.Doneshwar Arya

D-38, Kabir Basti Malka Ganj

Delhi-11007

...Complainant

Versus

Samsung India Electronics

Block-B, Sector-81, Noida

Uttar Pradesh

...Opposite party-1

Samsung Service Centre

B-3, Ist floor, Nimri Colony

Commercial Complex, Phase-4

Ashok Vihar, above ICICI bank

Opp Deepchand Bandhu Hospital

New Delhi-110052

...Opposite party-2

Croma

No.27, Bungalow Road block UA

Jawahar Nagar, Delhi-110007

...Opposite party-3

**ORDER**

**22/08/2025**

**Ms.Harpreet Kaur Charya, Member**

The present complaint has been filed by Sh. Doneshwar Arya, the complainant against M/s Samsung Electronics (Manufacturer), OP-1; Samsung Service Centre as OP-2 and Croma (Seller) as OP-3. Briefly stated the facts of the present complaint are that on 22/03/2024, Sh. Doneshwar Arya purchased a Samsung A35 mobile and model No.SM –A356E/DS from OP-3 vide invoice number SLA032359018046 for Rs.30,999/-

1. On the 3<sup>rd</sup> day of purchase a line started showing up on the LCD display of the mobile. The complainant assumed that the issue would rectify by itself but it worsened. On the 10<sup>th</sup> day of purchase the Complainant visited OP-3 for resolution. A complaint was duly registered vide complaint number 002821533.

2. He was advised to take his mobile to a Samsung service centre by himself on the pretext that it will take 4-5 days for the mobile to reach the Noida Service Centre, in case the handset was handed over to OP-3.
3. On the same day, the complainant along with his wife visited OP 2 Maa Vaishanvi EService Pvt.Ltd. for resolution of the issue where he met one, Mr. Lalit who updated the mobile software and the issue was temporarily resolved. The complainant requested the service centre to keep the complaint open for one more day and it was agreed to.
4. As the issue continued to persist, again on 03.04.2024 the wife of the Complainant took the phone to OP-2. It was informed that handset would be sent to Noida Service Centre for further inspection which will take four to five days
5. On 06.04.2024 the complainant received a call asking them to deposit the box, pin and cable. He was informed that there was manufacturing defect in the handset. The Complainant was also informed that the IMEI sticker was missing and upon submitting the said sticker, the certificate of DOA shall be issued. The Complainant visited OP-3 and after obtaining the same from OP-3 handed over to OP-2.
6. On 09.04.2024, Mr. Lalit called the Complainant to collect the DOA certificate. The Complainant was again asked to handover the IMEI sticker which is placed on the back side of the mobile. It was told that without the DOA certificate he could not proceed with replacement/exchange/fixing of the mobile. The Complainant has alleged that he requested the staff of OP-2 to match the phone details and box but of no heed. OP-2 was reluctant to handover the new handset as per the policy of OP-1. As per the policy if within 14 days of purchase, there is manufacturing defect in the mobile, then OP-1 shall replace it with a new mobile.
7. Despite several personal visits and complaints with the customer care and email the defective handset was not replaced. Rather the Complainant was made to wait for hours at the service centre. The handset in dispute along with all the accessories and box is lying with OP-2, the service centre. The Complainant was constrained to purchase a second handset for Rs.10,000/- due to acts/omission of OPs.
8. Hence the present complaint with the prayer for refund of the cost of the handset i.e. Rs.30,999/-, compensation on account of mental agony and harassment of Rs.3,00,000/- each from OP-1 and OP-3 and cost of the new handset of Rs.10,000/-.
9. The Complainant has annexed the tax invoice issued by OP-3 dated 22/03/2024 ; the terms and condition with respect to replacement; photographs of the box of the handset; service request dated 04/03/2023; email to [support.india@samsung.com](mailto:support.india@samsung.com)

on 05/04/2024; reply of the same dated 07/04/2024 by customer experience manager; emails dated 08/04/2024 to 21/04/2024; copy of the call records; email dated 05/04/2024 with the complaint.

10. Notice of the present complaint was issued to OPs thereafter written statement was filed on behalf of OP-1. Despite service none appeared on behalf of OP-2 neither any written statement was filed on their behalf hence OP-2 was proceeded ex-parte vide order dated 15/07/2024. OP-3 failed to file reply within statutory period as prescribed under the provisions of Consumer Protection Act, 2019, hence their right to file written statement was closed on 15/07/2024.
11. Written statement was filed on behalf OP-1 raising several preliminary objections such as there is no deficiency since services as alleged by the Complainant.; the allegations made are vague baseless and malafide; the Complainant has suppressed material facts etc.
12. It has been submitted that OP-1 is a company duly incorporated under the provisions of the Companies Act, 1956 and having its registered office at 6<sup>th</sup> floor, DLF Centre, Sansad Marg, New Delhi-110001. The OP-1 is a globally renowned manufacturer of various types of electronic and household items i.e. mobiles, LED, TV, washing machines, refrigerator etc. which are globally acclaimed for its class and quality. It is submitted that the products manufactured by the OP-1 pass through stringent quality checks and test trials before the actual start of the commercial production.
13. OP-1 is well supported by the service centre having excellent setup for after sales servicing of its products which are manned by qualified and experienced personnel only such as that of OP-1. It is submitted that the customers of all the products manufactured by the OP-1 are provided services through a large network of authorized service centre.
14. Purchase of Samsung A35 mobile bearing serial no –RZCX317RH9F0; model No.SM –A356E/DS from OP-3 vide invoice number SLA032359018046 for Rs.30,999/- on 22.03.2024 is admitted.
15. It has been submitted that the said product carries a warranty for a period of one year. If there will be any issue/problem with the said product then OP-1 shall repair the same free of cost within the warranty period of the said product. However, in the case of damaged product or if the terms and conditions of the warranty policy is violated then the warranty policy shall be void and the product shall be repaired on chargeable basis, paid by the Complainant.
16. The Complainant approached OP-3 for the first time with “Display issue” wherein he was asked to visit the Service centre of the OP-1. Upon arrival on 03.04.2024 the technician on behalf of OP-1 inspected the said product and found that there

was fault in the LCD of the said product. Thereafter, Dead On Arrival (DOA) was offered to the Complainant.

17. On 10.04.2024, the DOA letter was issued by OP-1 for the concerns raised by the Complainant to which the Complainant agreed and the issue raised by the Complainant was closed. He was asked to submit the entire box with accessories of the product in dispute to OP-2 in order to receive the DOA certificate already issued by OP-1 but it was observed that the Complainant failed to communicate with OPs for the collection of the DOA certificate which was issued by the OP-1 on 10.09.2024(sic).
18. The Complainant was thereafter offered the DOA certificate but the Complainant refused to the said offer. The Complainant was adamant not to resolve the issue by collecting DOA certificate even after the OP-1 allowed him to collect it without the IMEI sticker on the box which he submitted to the OP-2.
19. Requisite services were given by OP-1 as per satisfaction of the Complainant but the Complainant out of pure greed wants a refund and compensation. The relief sought by the Complainant in the present complaint are beyond the agreed terms and conditions of warranty and also outside the ambit of the act.
20. It is submitted that the Complainant has sought replacement/ refund of the said product with interest alongwith compensation and cost of litigation which was clearly beyond the expressed terms and conditions of warranty.
21. It is denied that the Complainant is entitled to any relief as claimed the present complaint be dismissed being devoid of merits with cost.
22. Rejoinder to the written statement was filed by the Complainant retreating the contents of the complaint and denying those of the written statement.
23. The Complainant has got himself examined. He has repeated the contents of the complaint and has got exhibited the Aadhaar Card as **Ex.CW-1/1**, invoice dated 22.03.2024 for purchase of mobile from Croma as **Ex.CW-1/2**, policies of company for replacement of product downloaded from internet as **Ex.CW-1/3**, photographs of the box of mobile phone as **Ex.CW-1/4**, jobsheet of the OPs as **EX.CW-1/5**, emails send to OPs and their replied as **Ex.CW-1/6**, (**Colly**), details of phone calls made by the Complainant to OP as **Ex.CW-1/7(colly)**.
24. OP-1 has got examined Sh. Sandeep Sahijwani, authorised representative on their behalf. He has reaffirmed the submission made in the written statement. He has also relied upon the copy of warranty policy and same is exhibited as **Ex. OPW1-A**; copy of the DOA certificate issued dated 09/04/2024 as **Ex. OPW1-B** and the copy of the image of the entire mobile box alongwith the accessories with missing IMEI sticker as **Ex. OPW1-C**.

25. We have heard the arguments by the Ld. Counsel for the complainant and Ld. Counsel for OP. the Complainant has alleged that the product manufactured by OP-1 was defective and they refused to refund the cost of the handset on flimsy ground of absence of IMEI sticker on the handset.
26. We have perused the material placed on record. It is seen that the date of purchase of the handset is 22/03/2024; the Complainant first visited OP-2, the authorised service centre of OP-1 on 03/04/2024 which is within 13 days from the date of purchase. The jobsheet of even date bears the defect description as ‘Software update(handset with bill box and cable)’ and repaired description as ‘S/W DONE SET OK’.
27. The complainant in support of his claim that as per policy, OP-1 should have replaced the defective mobile/handset, has placed on record the official policy published on the Samsung India website. In case a Mobile, Tablet, or Wearable product is not working, the consumer is required to visit an authorized Samsung Service Centre with the product, original box, and all in-box accessories within 14 days from the date of activation. The complainant has complied with these conditions by submitting the device, box, and accessories and by approaching the service center within the stipulated period.
28. As per clause 20 of the warranty terms and conditions stipulates that the warranty shall be null and void in case the original serial number of the product is removed/altered or obliterated from the product. At the same time if we look at the copy of the box and the copy of the screen filed by the OP; the IMEI numbers correspondence to the box and display of the handset are same.
29. It is also seen that nowhere in the warranty terms and conditions it has been mentioned that the purchaser has to paste the sticker on the rear side of the handset. There is no directions with respect to the same. It is not the case of OP that the Complainant has removed the IMEI sticker which, was there on the handset in dispute.
30. Section 2(47) of the Consumer Protection Act, 2019, defines unfair trade practice.  
(viii): *refusing, after selling goods or rendering services, to take back or withdraw defective goods or to withdraw or discontinue deficient services and to refund the consideration thereof, if paid, within the period stipulated in the bill or cash memo or receipt or in the absence of such stipulation within a period of thirty days.*
31. In the present case, OP-1 has not only failed to withdraw the defective good within the stipulated period as assured on their website i.e. 14 days but also time frame prescribed in section 2(47) of Consumer Protection Act, 2019. OP-1 has placed nothing on record to show that the Complainant was later on informed to collect

the DOA certificate without IMEI sticker, hence OP-1 has failed to substantiate that it is the Complainant who did not come to collect the DOA certificate.

32. In absence any policy/official guideline mandating the consumer to affix the IMEI sticker on the device/handset, the demand for production of the IMEI sticker affixed on the rear of the handset, despite the complainant having submitted the original box sticker, invoice, and having verified the IMEI through the device itself is arbitrary.
33. Since, OP-2 is the Authorised service centre of OP-1, we hold both OP\_1 & OP-2 jointly and severally liable for deficiency in service and unfair trade practice. OP-1 shall be at liberty to recover 50% of this awarded amount from OP-2.
34. Therefore, in the facts and circumstances of the present complaint and in the interest of justice we direct OP-1 as follows:
- a) to refund Rs.30,999/- being the cost of defective handset.
  - b) Compensation of Rs.25,000/- on account of mental agony and harassment inclusive of litigation expenses.
  - c) The order be complied within 30 days from the date of receipt. In case of non-compliance, OP-1 shall be liable to pay interest @9% on (a+b) from the date of order till realisation.

Office is directed to supply the copy of this order to the parties as per rules. Order be also uploaded on the website. Thereafter, file be consigned to the record room.

(Harpreet Kaur Charya)  
Member

(Ashwani Kumar Mehta)  
Member

(Divya Jyoti Jaipuria)  
President