

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this the 29th day of September, 2025

Filed on: 07. 09. 2024

PRESENT

Shri. D.B. Binu
Shri. V. Ramachandran
Smt. SreevidhiaT.N

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

CC.No. 1128 of 2024

COMPLAINANT:

Abraham Paul, Kottakudiyil House, Meckkadambu.P.O, Muvattupuzha-682316
(Adv. Tom Joseph, Court Road, Muvattupuzha-686661)

VS

OPPOSITE PARTIES:

1.M/s HP India Sales Pvt. Ltd, 24 Salapuria, Arena Hosur Main Road, Adugodi,
Banglore-560030. Rep by its Manager.

2. M/s Sysmantech, No.28/3318 A, Ground Floor, Muscat Tower, S.A. Road,
Kadavanthra, Kochi-682020. Rep by its Managing Director.

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 is a Biomedical Engineering student at Karunya Institute of Technology & Sciences, Coimbatore (Annexure-1). On 02.07.2022, he purchased an HP OMEN 16.1" Gaming Laptop (Model 16-b1350TX) from Opposite Party No. 2 for ₹1,14,000/- under a 1+4 years warranty. Within a month, the trackpad failed; a technician attended, but the defect recurred and persists (service record dated 14.12.2022). In June 2024, a keyboard malfunction

arose. After inspection by the authorised service centre of Opposite Party No. 1, the technician attributed the failure to a motherboard defect; a customer service report followed. Owing to the recurrent trackpad and motherboard issues, the laptop has become unusable, defeating the very purpose of acquiring a high-end device essential for the complainant's studies (Annexure-4 series—customer care communications).

The complainant emailed OP No. 1 detailing the persistent defects, but received no substantive redress or reply. He contends the repeated failures, despite service interventions, evidence an inherent manufacturing defect, constituting a deficiency in service and unfair trade practice. He seeks a refund of ₹1,14,000 with 12% p.a. interest from 02.07.2022 till realisation, ₹50,000 as compensation for deprivation of laptop use, and costs of the proceedings, jointly and severally from the opposite parties.

2. **NOTICE:**

Notices were issued to the Opposite Parties on 09.10.2024 and duly served on 15.10.2024. Despite service, the Opposite Parties neither entered an appearance nor filed their written versions within the statutory period prescribed under Section 38(2)(a) of the Consumer Protection Act, 2019 (30 days, extendable by a further 15 days). In view of the default, the Commission set the Opposite Parties ex parte.

3. **EVIDENCE:**

The complainant filed a proof affidavit and produced six documents in support of the complaint, which were marked as **Exhibits A1 to A6:**

Exhibit A1 – College Identity Card (Complainant): Photocopy of student ID issued by Karunya Institute of Technology & Sciences, Coimbatore, proving

status as a Biomedical Engineering student and the necessity of a laptop for academics.

- Exhibit A2** – Tax Invoice (02.07.2022): Invoice for HP OMEN 16.1" Gaming Laptop (Model 16-b1350TX) purchased from M/s Sysmantech, Kochi, for ₹1,14,000/-, evidencing purchase date, seller, model, and warranty.
- Exhibit A3** – Service Token (14.12.2022): Service record acknowledging trackpad complaint attended by authorised technician; shows defect manifestation within warranty period.
- Exhibit A4 (Series)** – Customer Care Communications: Email/SMS/WhatsApp threads with HP/Sysmantech regarding repeated defects and service calls, evidencing recurring issues and attempts at redress.
- Exhibit A5** – Customer Service Report (06.08.2024): Authorised service report attributing malfunction to motherboard/keyboard issues; supports inherent/mechanical defect beyond normal wear.
- Exhibit A6** – Email Complaint to OP No.1: Email sent by the complainant to HP India Sales Pvt. Ltd. detailing persistent defects; shows notice, grievance, and lack of effective response.

4. **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?

5. **Summary of Written Argument Of the Complainant:**

The complaint arises from recurring defects in the HP Omen laptop supplied by the Opposite Parties. The Complainant is a Biomedical Engineering student, and continuous laptop access is essential for academics (proved by College ID, (**Exb. A1**)). Purchase of the device for ₹1,14,000/- on 02.07.2022 with

warranty is evidenced by the tax invoice (**Exb. A2**). The Opposite Parties have been set ex parte.

The touchpad defect manifested within months of purchase, as recorded in the service token dated 14.12.2022 (**Exb. A3**), establishing early failure during the warranty period.

Persistent malfunctions continued: on 27.07.2024, 28.07.2024, 30.07.2024 and 31.07.2024, the Complainant raised complaints regarding the keyboard, touchpad and audio (hearing) issues, and in the email dated 31.07.2024, the first Opposite Party admitted non-availability of the spare part for rectification (communications, **Exb. A4 series**).

The laptop was entrusted to the authorised service centre on 31.07.2024 for keyboard and touchpad rectification and was returned only on 06.08.2024, reflecting prolonged downtime without effective cure (customer service/job report, **Exb. A5**).

Despite formal notice, the Complainant's detailed email to Opposite Party No. 1 seeking rectification remained unanswered, demonstrating failure to redress grievances (email complaint, **Exb. A6**).

The repeated, unresolved failures despite service interventions (**Exb. A3–A5**) and admitted spare-part unavailability (**Exb. A4**) cumulatively indicate an inherent manufacturing defect, constituting a deficiency in service and unfair trade practice.

In these circumstances, the Complainant prays that the complaint be allowed, with directions for refund of the price with interest, compensation for loss of use, and costs, jointly and severally from the Opposite Parties.

We note that notices were issued to the Opposite Parties by this Commission; however, they failed to file their written version within the statutory period. Consequently, the Opposite Parties were set ex parte. The Complainant produced five documents, **Exhibits A1 to A5**, in support of the case. The Opposite Parties neither appeared nor took any steps to participate in the proceedings or to seek the setting aside of the ex parte order.

On these facts, the Complainant's case remains unchallenged on record. The Opposite Parties' deliberate failure to file a written version, despite due service of notice, justifies drawing an adverse inference and fortifies the Complainant's unrebutted assertions regarding deficiency in service and unfair trade practice, as well as the mental agony and hardship suffered. In similar circumstances, the Hon'ble National Commission has affirmed that non-filing of the written version and non-participation permit the commission to proceed ex parte and decide on the available material (see 2017 (4) CPR 590 (NC)).

We have meticulously considered the complainant's detailed submissions and thoroughly reviewed the entire evidentiary record, including the argument notes. It is also noted that the Opposite Parties neither participated in the proceedings nor submitted any argument notes.

Issue (i): **Maintainability.**

The complainant is a "consumer" u/s 2(7) of the CPA 2019; the laptop is "goods," and the warranty-backed after-sales support constitutes "service." Defect u/s 2(10) and deficiency u/s 2(11) are pleaded and supported by records. Proceedings before District Commissions are affidavit-based u/s 38; nothing in the record ousts jurisdiction. Hence, the complaint is maintainable.

Issue (ii): **Deficiency in Service / Unfair Trade Practice.**

Failure to render promised after-sales service and supply essential spares amounts to “deficiency,” and compensation may extend to harassment and mental agony.

Recurrent/latent manufacturing defects in high-value goods justify replacement/refund and compensation. Non-filing of the written version within 30+15 days warrants adverse inference and bars belated defence (Hilli, Const. Bench).

The defects surfaced within months (A3) and persisted despite intervention (A5). The communications (A4) note, inter alia, non-availability of spares—an admission that the service ecosystem could not rectify the defect within a reasonable time. For a student-user, prolonged deprivation defeats the very purpose of purchase and is, per se, unreasonable. The authorised report (A5) pointing to motherboard/keyboard malfunction corroborates an inherent/mechanical fault, not mere wear-and-tear. The unrefuted email demand (A6) and the OPs’ silence/inaction constitute a failure of grievance redressal.

On this unchallenged record, we hold there is a deficiency in service by both OPs: by OP No. 1 (manufacturer, warranty obligor and service-network principal) and OP No. 2 (seller and first point of after-sales interface). The cumulative facts also disclose an unfair trade practice in representing warranty-backed reliability while failing to provide effective rectification within a reasonable time.

Issues (iii) & (iv): **Entitlement to Reliefs and Costs .**

Given the inherent and recurring defects, as well as the prolonged downtime despite warranty support, the most appropriate relief is a refund

against the return of the laptop, along with compensation for loss of use and mental anguish. As the Opposite Parties were duly served yet failed to file a written version within the statutory period and remained ex parte, costs follow the event. Liability is joint and several, and compliance shall be made within the period stipulated in the operative portion. In the event of default, the sums shall carry interest as provided in the order.

On the uncontroverted material, persistent product defects and failure to render effective after-sales support are made out, constituting a deficiency in service and elements of unfair trade practice under the Consumer Protection Act, 2019. The complainant has suffered inconvenience, mental distress, academic disruption, and attendant financial loss as a direct consequence of the Opposite Parties' negligence. Accordingly, Issues (i)-(iv) are answered in the complainant's favour, and the Opposite Parties are jointly and severally liable to compensate the complainant as under.

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

I. Opposite Parties 1 and 2 shall refund **₹1,14,000/-** (Rupees One Lakh Fourteen Thousand only) to the complainant against and contemporaneously with the return of the HP OMEN 16.1" Laptop (Model 16-b1350TX) with charger/accessories, within 45 (forty-five) days from the date of receipt of this order.

II. Opposite Parties 1 and 2 shall pay **₹20,000/-** (Rupees Twenty Thousand only) to the complainant as compensation for mental agony, financial loss, and inconvenience, awarded for the established deficiency in service and unfair trade practice.

III. Opposite Parties 1 and 2 shall pay ₹5,000/- (Rupees Five Thousand only) towards the costs of these proceedings.

IV. The device shall be handed over simultaneously with the refund under Clause I. The Opposite Parties shall coordinate collection from the complainant's address or at an authorised service centre upon 72 hours' prior notice. They shall also provide reasonable assistance for data backup/transfer before taking delivery.

The Opposite Parties are jointly and severally liable to comply with the above directions. The orders shall be executed within 45 days from the date of receipt of this order. In default of compliance with **Clauses I and II** within the aforesaid period, the amounts payable there under shall carry interest at 9% (nine per cent) per annum from 07.09.2024 (date of filing) until realisation.

Pronounced in the Open Commission on this the 29th day of September, 2025.

Sd/- D.B. Binu, President
Sd/- Shri. V. Ramachandran, Member
Sd/-Sreevidhia T.N, Member
 Forwarded/By Order

Assistant Registrar

APPENDIX

Complainant's Evidence:

- Exhibit A1** – College Identity Card (Complainant): Photocopy of student ID issued by Karunya Institute of Technology & Sciences, Coimbatore, proving status as a Biomedical Engineering student and the necessity of a laptop for academics.
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Exhibit A4 (Series) – Customer Care Communications: Email/SMS/WhatsApp threads with HP/Sysmantech regarding repeated defects and service calls, evidencing recurring issues and attempts at redress.

Exhibit A5 – Customer Service Report (06.08.2024): Authorised service report attributing malfunction to motherboard/keyboard issues; supports inherent/mechanical defect beyond normal wear.

Exhibit A6 – Email Complaint to OP No.1: Email sent by the complainant to HP India Sales Pvt. Ltd. detailing persistent defects; shows notice, grievance, and lack of effective response.

Opposite party's Evidence:-

Date of Despatch

By Hand::

By post::BR/