

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/237/2023**

AMRIT PAL SINGH

PRESENT ADDRESS - 91, SECTOR 16-A, CHANDIGARH CHANDIGARH, CHANDIGARH.

.....Complainant(s)

Versus

RELIANCE RETAIL LIMITED

PRESENT ADDRESS - PLOT NO 178 - 178 A INDUSTRIAL AND BUISNESS

PARK CHANDIGARH, CHANDIGARH.

SAMSUNG INDIA ELECTRONICS PVT LTD

PRESENT ADDRESS - 20TH TO 24TH FLOOR, TWO HORIZONE CENTER GOLF COURSE

ROAD DLF PHASE 5 SECTOR 43 GURGAON CHANDIGARH, CHANDIGARH.

.....Opposite Party(s)

BEFORE:

AMRINDER SINGH SIDHU , PRESIDENT

BRIJ MOHAN SHARMA , MEMBER

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 30/10/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/237/2023
Date of Institution	:	22/04/2023
Date of Decision	:	30/10/2025

Amrit Pal Singh s/o Surinder Singh r/o House No.91, Sector

16-A, Chandigarh.

Pin Code 160015.

... Complainant

V E R S U S

1. Reliance Retail Limited, Plot No.178, & 178-A, Industrial and Business Park, Chandigarh through its Manager.
2. Samsung India Electronics Pvt. Ltd., 20th to 24th Floor, Two Horizon Centre, Golf Course Road, DLF Phase 5, Sector 43, Gurugram, Haryana. Pin code – 122202 through its Managing Director.

.... Opposite Parties

BEFORE: **SHRI AMRINDER SINGH SIDHU** **PRESIDENT**

SHRI B.M. SHARMA **MEMBER**

ARGUED BY: Sh.Vivek Arora, Counsel for complainant

 None for OP-1 (defence already struck off)

 Sh.Devinder Kumar, Counsel for OP-2

PER B.M. SHARMA, MEMBER

1. The complainant has filed the present consumer complaint pleading that on persuasion of employee of OP-1, he purchased a Samsung 60 UHD Smart LED TV with Wall Mount alongwith boat 2.1 Ch Aavante Bar 1803 Black vide bill dated 17.10.2021 (Annexure P-1) for a sum of 85,970/- having guarantee of two years. On 1.3.2023, complainant approached OP-1 with the problem of having lines on the display panel of the aforesaid LED and he was given to understand that the panel is in warranty and would be replaced/delivered within a week. However, surprisingly it took 18 days and even the new panel was having the same problem and the service team took it back. Thereafter the complainant sent emails to the OPs requesting therein to replace his Smart LED TV wholly with a new one but they failed to do so and thereby caused harassment to him and his family. The complainant sent a legal notice to the OPs on 26.3.2023 (Annexure P-4) alongwith photos of the fault/defective display, but to no avail. Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OPs, complainant has filed the instant consumer complaint.

2. Since OP-1 failed to file written version within stipulated period granted by this Commission, as provided under Section 38 of Consumer Protection Act, 2019 mandated by Hon'ble Supreme Court of India in case titled *New India Assurance Co. Ltd. Vs. Hilli Multipurpose Cold Storage Pvt. Ltd., AIR 2016 SC 86* and *M/s Daddy's Builders Pvt. Ltd. & Anr Vs. Manisha Bhargava & Anr., II (2021) SLT 201*, its defence was struck off

vide order dated 5.9.2023.

3. In its version, OP-2 took preliminary objections of maintainability, cause of action, locus standi etc. On merits, admitted that the complainant approached it regarding the unit in question and reported line on display problem and it was found that the panel of the unit is faulty and needs replacement. The engineer told the same to the complainant and

requested to get the unit repaired but the complainant was not ready for repair and straightaway demanded replacement/refund of the unit.

The

answering OP offered amicable solution to the complainant by way of refund coupons equal to the value of the product and requested him to get the same accepted, but he demanded compensation alongwith refund. As per conditions of warranty, replacement of the product or refund is expressly excluded and warranty covers only repair or replacement of any part thereof which needs replacement or repair for any reason of defective workmanship or defective components. The remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP-2 prayed for dismissal of the consumer complaint.

4. Contesting parties led evidence in support of their case.

5. We have heard the learned Counsels for the complainant and OP-2 and have gone through the documents on record, including written arguments.

6. It is evident from the invoice (Annexure P-1) and delivery receipt (Annexure P-2) that the complainant had purchased a Samsung Smart LED TV, Samsung Wall Mount and boat 2.1 Ch Aavante Bar from OP-1 for 85,970/-.

7. Admittedly, during the warranty period, some defect occurred in the aforesaid LED TV for which the complainant approached the company (OP-2) on 1.3.2023 and the engineer of the company offered replacement of the panel and repair of the LED, but the same was denied by the complainant.

8. No doubt, the defence of OP-2 is that complainant has failed to prove the allegations/averments made by him with regard to any imperfection or defect in the instant case by way of expert opinion, but, it is proved from the record that vide email dated 8.4.2023 (Annexure P-3) OP-2 itself had admitted there was some defect in the product and further it had agreed to provide the refund. The relevant portion of email is reproduced below for ready reference:-

“As per your complaint and subsequent discussion we had in regards to your product, you have highlighted that you were facing transparent V bar on panel issue in the product. We would like to inform you that, there was delay in repairing your unit, so we are providing you refund of Rs.74990/- invoice value in the form of coupon which can be redeem any of the authorized Samsung dealer.”

9. Not only this, vide its reply dated 24.4.2023 (Annexure R-2) to the legal notice of the complainant dated 25.3.2023, OP-2 had again mentioned as under :-

“As it is, in order to resolve the highlighted issues mentioned in the notice, we have offered an amicable solution to your client but the same was not accepted by your client. If your client is ready for the above mentioned offer, then please revert to this letter within 7 days of receipt.”

Thus, when OP-2/manufacture itself had offered to refund the invoice price i.e. 74,990/- in the form of coupons to the complainant, that itself is sufficient to prove that there was some major defect in the product and there is no further need for any expert evidence by the complainant.

10. Pertinently, the offer of OP-2 was rejected by the complainant vide his email dated 9.4.2023 by stating that he did not require a coupon and also informed that the total amount involved is 79,980/- including wall mount. In such circumstances, OP-2 should have immediately acted swiftly and with a view to end the impasse refunded the said amount, but it failed to do so and remained adamant to only provide the coupons, as is also evident from its reply (Annexure R-2) to the legal notice. Hence, it stands proved on record that by not refunding the aforementioned amount to the complainant, OP-2 indulged in deficiency in service and unfair trade practice and, therefore, the present consumer complaint deserves to succeed against it.

11. In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and OP-2 is directed as under :-

(i) to refund the invoice amount of 79,980/- to the

complainant alongwith interest @ 9% per annum w.e.f. 8.4.2023 till the date of its actual realization. The complainant shall, however, return the aforementioned LED in question including the TV wall mount to OP-2 at its risk and cost.

- (ii) to also pay 10,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

12. This order be complied with by OP-2 within 60 days from the date of receipt of its certified copy.

13. Since no deficiency in service or unfair trade practice has been proved against OP-1, the consumer complaint against it stands dismissed with no order as to costs.

14. The pending application(s), if any, stands disposed of accordingly.

15. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

30/10/2025

[AMRINDER SINGH SIDHU]

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PRESIDENT

[B.M. SHARMA]

MEMBER

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AMRINDER SINGH SIDHU
PRESIDENT

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BRIJ MOHAN SHARMA
MEMBER