

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

SOUTH WEST

CONSUMER COMPLAINT NO. DC/84/CC/15/448

PANKAJ KUMAR

PRESENT ADDRESS - R/O 490 FARIDPURI, WEST PATEL NAGAR NEW DELHI-110008 SOUTH WEST, DELHI.

.....Complainant(s)

Versus

SAMSUNG INDIA ELECTRONICS PVT LTD

PRESENT ADDRESS - 2nd 3rd & 4th FLOOR C, VIPUL TECH SQUARE GOLF COURSE ROAD SECTOR-43 GURGAON -122002 HARYANA SOUTH WEST, DELHI.

.....Opposite Party(s)

BEFORE:

HON'BLE MR. SURESH KUMAR GUPTA , PRESIDENT

HON'BLE MS. HARSHALI KAUR , MEMBER

FOR THE COMPLAINANT:

NONE.

DATED: 17/10/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VII DISTRICT - SOUTH-WEST

GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI

FLOOR, PANDIT DEEP CHAND SHARMA SAHKAR BHAWAN

FIRST

SECTOR-20,

DWARKA, NEW DELHI-110077

Case No.CC/448/2015

Date of Institution: - 10.08.2015

Order Reserved on: - 06.05.2025

Date of Order: - 17.10.2025

IN THE MATTER OF:

Sh. Pankaj Kumar @ Pankaj Manohar @ Pankaj Gairola

S/o Sh. Manohari Prasad,

R/o 490, Faridpuri, West Patel Nagar,

New Delhi – 110008.

.....Complainant

Versus

1. M/s Samsung India Electronics Pvt. Ltd.

Through its Managing Director,

Head Office at:

2nd & 3rd Floor, Tower-C, Vipul Tech Square,

Gold Course Road, Sector-43,

Gurgaon – 122002, Haryana.

2. M/s David Sales & Solutions

Through its authorised signatory,

C-126, Shop No. 14,

Naraina Industrial Area, Phase-I,

New Delhi – 110028.

3. M/s Paladin Systems Private Ltd.

Through its Managing Director,

Collection Point No.1:

27/5, Ashok Nagar, New Delhi – 110018.

Collection Point No. 2:

Shop No. 4A/4B, 1st Floor,

Ajedra Place, Prem Nagar,

New Delhi – 110007.

New Address :

**O/o Shop No.2, 1st Floor, MC Complex 2,
Noida, Gautam Budh Nagar, UP.**

.....Opposite Parties

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ORDER

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DR. HARSHALI KAUR, MEMBER
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1. Briefly stated, the facts of the complaint are that the Complainant purchased one S-4 Mini 9192 Mobile phone having IMEI No. 357963053727432 from OP-2, manufactured by OP-1 on 04.11.2013. He paid the consideration amount of Rs. 21,500/- for the phone and also purchased the Protection Plan/Insurance Plan on the recommendation of OP-2 for 2 years from OP-3 and paid Rs. 2,150/- for the same. The Complainant has annexed copies of the invoice issued for the payments made by the Complainant for his mobile as **Annexure-C/1**.
2. The Complainant states that OP-2 & 3 assured him that, in the event of any defect or damage to the mobile phone, it would be covered for 2 years under the Protection Plan. OP-3 would provide free pick-up and delivery from the Complainant's residence or workplace, and also provide a standby set to use during the repair period. **Annexure-C/1 & C/2** are copies of the retail invoice and Protection Plan Enrollment form annexed with the complaint.
3. In February 2015, the Complainant's phone screen got damaged, for which he complained to OP-3. A service representative collected his defective mobile phone on 26.02.2015, but did not provide him with a replacement phone. He was, however, told that either his repaired phone would be delivered in working condition to him within 24 hours or a standby phone would be provided. **Annexure-C/3** is a copy of the job sheet no. 7346, which was generated for the repair of his mobile by a service

representative of OP-3.

4. The Complainant alleges that OP-3 neither provided him with a standby phone nor returned his repaired mobile phone within the promised timeframe. On inquiry, OP-3 sought an additional 2-3 days but failed to fulfil their promise even after the time had lapsed.
5. The Complainant wrote several e-mails regarding his grievance from 18.03.2015 to 14.05.2015 to no avail (**Annexure-C/4**). He thus issued a legal notice dated 01.06.2015 (**Annexure-C/5**) to the OPs, but did not receive any reply, nor did the OPs take any action to resolve his grievances.
6. Aggrieved at this deficiency in service on the part of OPs, the Complainant filed the present complaint under section 12 of the Consumer Protection Act, 1986 before this Forum praying return of mobile phone after repair or a new mobile phone set of same model or upgraded model as replacement or reimbursement of cost of his mobile phone i.e. Rs.21,500/-, Rs.15,000/- towards legal expenses and Rs.1,00,000/- towards compensation for mental agony and harassment suffered by him.
7. Notice was issued to the OPs who failed to appear before the Forum. Consequently, when the Complainant provided adequate proof of service regarding OP-3, OP-3 was proceeded ex-parte, as per order dated 29.10.2015. Similarly, OP-2 did not file a reply and ceased to appear before the Forum, resulting in OP-2 being proceeded against ex-parte, as per the order dated 01.06.2016. The Complainant filed an application to delete OP-1 from the array of the parties, which was allowed vide order dated 01.06.2016.
8. The Complainant thus filed ex-parte evidence and written arguments reiterating the averments as made in the complaint. We have heard the Ld. Counsel for OP-1 as neither the Complainant nor OP-2 & 3 appeared to address oral final arguments despite several opportunities, and felt it prudent to reserve the complaint for orders owing to its long pendency.
9. We have gone through the facts and circumstances of the present complaint and

carefully perused the documents placed on record by the contesting parties.

10. We find that the Complainant purchased a mobile phone on 04.11.2013 from OP-2 Shop, manufactured by OP-1, and paid a sum of Rs. 21,500/- to OP-2. He also purchased a Protection Plan, valid for 2 years from OP-3, on the same day, paying Rs. 2,150/- for the same (**Annexure-C/1 & C/2**). The Complainant was assured that, during the validity of the Protection Plan for his phone, if his phone became defective, OP-3 would make door-step pick-up and delivery and also provide a back-up mobile set to the Complainant until OP-3 repaired his phone.
11. The Complainant's case is that, in February 2015, after using the phone for at least 1 year and 3 months, the screen of his phone became damaged. He lodged a complaint with OP-3, who collected his phone and issued a job sheet for the repair on 26.02.2015 (Annexure-C/3), but neither gave him a standby phone nor returned his repaired phone until the filing of this complaint.
12. OP-1 has been deleted from the array of parties, and OP-2 & 3 are ex-parte.
13. In our view, even though OP-2, the seller from whom the Complainant purchased the phone in 2013, is ex-parte, it is clear that the Complainant used the phone without any complaint for at least 1 year and 3 months. Hence, no deficiency in service can be attributed to OP-2, the seller of the mobile, as the Complainant did not find any issues with the phone for a substantial period of time. The Complainant deleted OP-1 vide an application; hence, no liability can be levied on OP-1 & 2 in this case, and we, therefore, absolve OP-1 & 2 from any deficiency in service found in the present case.
14. Coming to OP-3, whose Protection Plan, the Complainant purchased on 04.11.2013 vide Enrollment Form No. 8315 (**Annexure-C/2**) paying the consideration amount of Rs. 2,150/-, we feel, we have no reason to disbelieve the Complainant's averments qua OP-3 in light of his unrebutted testimony, which he has substantiated with cogent documentary evidence at page no. 16 & 17 of the complaint (**Annexure-C/2 & C/3**).
15. The Complainant has also annexed copies of e-mails dated 18.03.2015, detailing his

grievance about not being provided with a standby device, as clearly mentioned on the enrolment form in STEP-3 of "Claim Process and How it works?" He has also stated that it had been collected (**Annexure-C/4, Page No. 18 of the complaint**).

16. These documents sufficiently clarify that OP-3 failed to deliver satisfactory service, resulting in a deficiency in service. The Complainant's suffering, including mental agony and harassment, warrants compensation.

17. In light of the discussion above, we allow the complaint only qua OP-3 and hold them guilty of deficiency in service. We thus direct OP-3 to pay the Complainant a sum of **Rs. 20,000/-** towards compensation for the mental agony and harassment caused, and **Rs. 5,000/-** for litigation costs.

- Order be complied with within three months from receipt of a copy of this order, failing which the decretal amount of **Rs.20,000/-** shall be paid with interest @ 6 % from the date of the order until realisation.
- Copy of the order be given/sent to the parties as per rule.
- The file be consigned to Record Room.
- Announced in the open Court on **17.10.2025**.

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SURESH KUMAR GUPTA
PRESIDENT

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HARSHALI KAUR
MEMBER