

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM**

**Dated this the 13<sup>th</sup> day of October, 2025**

**Filed on: 28. 06. 2024**

**PRESENT**

Shri. D.B. Binu  
Shri. V. Ramachandran  
Smt. Sreevidhia T.N

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

**CC.No. 769 of 2024**

**COMPLAINANT:**

Sudharsanan. C.R., S/o Raveendran, Chakkalaparambil House, Panambukad House, Number 1 UAT 41, Vallarpadam.P.O, Ernakulam, 682504.

**VS**

**OPPOSITE PARTIES:**

1. Godreg/Boyce Mfg. Co. Ltd, Pirojshahnagar, Vikhorli(w), Mumbai-400079.  
*(Adv. Ethica Legal, Lawyers & Notary, R. Padmaraj, Sajeewan. V.T, Deepak Mohan, Aswin Ashok.V & Anjali G Kutty, Advocates, Swapnil Enclave, 2<sup>nd</sup> Floor, Marine Drive, Cochin-31 for 1<sup>st</sup> OP)*
2. Pittapillil Agencies, Edappalli Toll, 33/693/694/695/696/697, Toll Junction, Edappalli.

**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 purchased a split air-conditioner, model "SAC GODREJ INV 1.0T 3S GIC12DINV3 RWQH", on 14.04.2018 from Opposite Party No.2 under Invoice No. EDDG-F1S1820. Opposite Party No.1 is the manufacturer, and the authorised service centre at Alappuzha. The product

carried, inter alia, a seven-year compressor warranty as represented at purchase.

In March 2024, the Complainant noticed diminished cooling. A service complaint was registered on 22.03.2024 with OP (Complaint No. 520107). A technician (Badusha) inspected the unit at the Complainant's residence, collected ₹300/- as service charge, and reported complete compressor failure, further stating that the compressor for this model was not available and that the company would revert telephonically. No follow-up occurred.

Upon escalation, the Complainant was informed by the service manager that, on payment of ₹15,000/-, a new A/C could be provided; otherwise, the compressor would not be replaced. The Complainant expressed an inability to pay and requested warranty service. Despite repeated reminders, including intimation to OP2, no repair or replacement was effected up to 04.06.2024 and thereafter, rendering the A/C non-functional during peak summer. The Complainant alleges inaction and seeks appropriate relief against OP1 (manufacturer) and OP2 (dealer).

## **2. NOTICE:**

Notices were issued to the Opposite Parties on 12.07.2024 and duly served—OP2 on 18.07.2024 and OP1 on 20.07.2024. Notwithstanding service, no written version was filed within the period prescribed under Section 38(2)(a) of the Consumer Protection Act, 2019. OP1 tendered a version only on 03.10.2024, and OP2 filed none. In these circumstances, the Opposite Parties were set ex parte, and the matter proceeded accordingly.

## **3. EVIDENCE:**

On the side of the complainant, a proof affidavit was filed. The following documents were produced and marked as **Exhibits A1 to A4**.

- **Ext.A1: Copy of GST Invoice dated 14.04.2018**
- **Ext.A2: Copy of Receipt**
- **Ext.A3: Copy of Product Details**
- **Ext.A4: Copy of Warranty Details**

#### **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?

Notices were issued to the Opposite Parties on 12.07.2024 and duly served—OP2 on 18.07.2024 and OP1 on 20.07.2024. Despite service, no written version was filed within the statutory period prescribed under Section 38(2)(a) of the Consumer Protection Act, 2019. OP1 tendered a version only on 03.10.2024, and OP2 filed none. Accordingly, the Opposite Parties were set ex parte, and the matter proceeded.

The Complainant produced four documents **Ext.A1 to Ext.A4** in support of the case. Their conscious failure to file a written version, despite due notice, warrants an adverse inference and, in the circumstances, operates as an admission of the averments. The Complainant's case thus stands unrebutted, and we find no reason to disbelieve his version. A similar view has been taken by the Hon'ble National Commission in **2017 (4) CPR 590 (NC)**.

The Commission has carefully heard the complainant and meticulously perused the pleadings, proof affidavit, and the entire evidentiary record. It is further noted that, despite being afforded sufficient opportunity, neither party has filed written argument notes. The matter is, therefore, taken up for decision on the basis of the documentary evidence available on record.

Point (i): **Maintainability.**

The Complainant is a consumer (Section 2(7), read with Sections 2(21) “goods” and 2(42) “service”). The grievance concerns post-sale warranty service and availability of spare parts—matters squarely within the Commission’s jurisdiction. The complaint filed on 28.06.2024 is within limitation, the cause of action having arisen in March 2024 and continuing thereafter. Held: Maintainable.

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

(a) On the unrebutted record, the seven-year compressor warranty (Ext.A4) was in force when the failure occurred; the technician’s own diagnosis confirms compressor failure. Yet the first Opposite Party neither replaced the compressor nor restored the unit to working condition, and even failed to ensure the availability of requisite spares. This conduct squarely amounts to “deficiency in service” within the meaning of Section 2(11) of the Consumer Protection Act, 2019—being a shortcoming in the manner of performance required by contract and law—and also evidences a product “defect” within Section 2(10) insofar as the compressor failed during the subsisting warranty. The obligation to honour the compressor warranty and provide after-sales support lies primarily on the manufacturer (Opposite Party No. 1); warranty replacement is the manufacturer’s duty, not that of the dealer. The materials show that the complainant’s grievance pertains to non-honouring of the manufacturer’s warranty and lack of spares; there is no cogent evidence that the dealer (Opposite Party No. 2) undertook or refused any after-sales obligation or engaged in an unfair trade practice. Accordingly, a deficiency is established against Opposite Party No. 1, while no deficiency is made out against Opposite Party No. 2.

(b) Conditional offer amounting to coercive upselling. The stance communicated—that a new A/C would be given only upon payment of ₹15,000/- and that compressor replacement is unavailable—is unjustified where warranty subsists. Conditioning warranty compliance upon an additional purchase/payment is an unfair trade practice under Section 2(47).

(c) Adverse inference due to ex parte default. Having failed to file a version within time despite service, the first Opposite Party allowed the Complainant's sworn version and exhibits to stand unrebutted; an adverse inference is drawn.

(d) Availability of spares—consumer dimension. While India presently lacks a codified “Right to Repair” statute, competition-law jurisprudence has recognised consumer harm where manufacturers restrict access to essential spares. See *Shri Shamsher Kataria v. Honda Siel Cars Ltd. & Ors.*, CCI Case No. 03/2011 (2014) (anti-competitive foreclosure of spares held impermissible). Though not determinative here, it underscores that withholding essential parts can be anti-consumer. In fact, OP's assertion of non-availability of compressor during the warranty period—without any bona fide alternate remedy—amounts to a deficiency and an unfair trade practice.

Section 2(41) defines a restrictive trade practice as a trade practice that manipulates price/conditions of delivery or affects the flow of supplies so as to impose unjustified costs or restrictions on consumers, and it includes tie-in sales—i.e., requiring a consumer to buy or avail one good/service as a condition for obtaining another. On the facts, the manufacturer's insistence/pressure that the consumer purchase an additional product as a precondition for supply/service/warranty amounts to a tie-in arrangement and therefore a restrictive trade practice under Section 2(41) of the Consumer Protection Act, 2019.

Held (ii): Answered in the Complainant's favour—deficiency in service and unfair trade practice proved against OP1 (manufacturer) liable (CPA 2019, Sections 2(36), 2(42) read contextually).

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

The compressor failed within the subsisting compressor-warranty period. The first Opposite Party neither repaired nor replaced the part and, instead, attempted to condition redress on additional payment. Non-availability of spares during warranty cannot defeat the consumer's contractual entitlement; the proper relief is specific performance of warranty obligations (repair/replacement) or, if impracticable, refund with appropriate interest to neutralise the consumer's loss of use.

The prolonged non-function during peak summer, despite repeated intimations, is a foreseeable and proximate consequence of the first Opposite Party's inaction. The Commission's directions, therefore, extend to consequential reliefs, discontinuance of unfair practice, completion of service, and compensation for loss of amenity and dignity as a consumer.

The first Opposite Party's failure to file a timely version and to cooperate necessitated avoidable litigation. Awarding costs compensates the complainant's outlay and discourages disregard of statutory timelines (**New India Assurance Co. Ltd. v. Hilli Multipurpose Cold Storage (P) Ltd.**, (2020) 5 SCC 757).

Insofar as Opposite Party No. 2 (dealer) is concerned, there is no material establishing a deficiency in service or unfair trade practice. Accordingly, the complaint against Opposite Party No. 2 stands dismissed. Opposite Party No. 2 is exonerated from all liability under this order; no relief or direction shall operate against Opposite Party No. 2, and no order as to costs

qua Opposite Party No. 2. Execution, if any, shall be confined to Opposite Party No. 1 alone.

On the uncontroverted record, the Commission finds a clear deficiency in service and unfair trade practice on the part of the first Opposite Party. Accordingly, Issues (i)–(iv) are answered in the complainant's favour. As a proximate consequence of the first Opposite Party's negligence and inaction, the complainant has suffered substantial inconvenience, mental distress, hardship, and financial loss.

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

I. The first Opposite Party shall replace the failed compressor and restore the A/C to full working condition, free of cost, within 30 (thirty) days of receipt of this order. The replaced compressor shall carry a warranty of 12 (twelve) months from the date of replacement.

If, for any reason, the first Opposite Party is not able to comply with clause (I) within the said 30 days, then within a further 15 (fifteen) days, the first Opposite Party shall, at the complainant's election, either:

(a) supply a new A/C of equivalent or superior specifications at no additional cost (including standard installation and removal of the old unit), and such replacement shall carry a minimum warranty of 12 (twelve) months from the date of installation; or

(b) refund the full invoice price as per **Ext.A1** (including GST and standard installation charges, if any), together with interest @ 9% p.a. from 28.06.2024 until realisation, against return of the defective unit.

II. The first Opposite Party shall pay **₹20,000/-** (Rupees Twenty Thousand only) to the complainant towards compensation for mental agony,

inconvenience, and financial loss resulting from the deficiency in service and unfair trade practices.

III. The first Opposite Party shall pay **₹5,000/-** (Rupees Five Thousand only) towards the costs of these proceedings.

IV. It is ordered that Opposite Party No. 2 is exonerated from all liability; the complaint as against it stands dismissed, and no relief or costs shall operate against it.

The first Opposite Party is liable for compliance with the above directions. All directions shall be complied with within an outer limit of 45 days from the date of receipt of this order. Failure to comply with the payment obligations under **Clauses I(b) and II** shall entail interest @ 9% p.a. from 28.06.2024 (date of filing) until full realisation.

**Pronounced in the Open Commission on this the 13<sup>th</sup> day of October, 2025.**

**Sd/-**  
**D.B. Binu, President**

**Sd/-**  
**Sreevidhia T.N, Member**  
Forwarded/By Order

Assistant Registrar

**APPENDIX**

**Complainant's Evidence:**

- Ext.A1: Copy of GST Invoice dated 14.04.2018
- Ext.A2: Copy of Receipt
- Ext.A3: Copy of Product Details
- Ext.A4: Copy of Warranty Details

**Opposite parties' Evidence:-**

Date of Despatch

By Hand::

By post::BR/