

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, AMRITSAR.

Consumer Complaint No. 47 of 2021

Date of Institution: 29.1.2021

Date of Decision:9.12.2025

Dr. Karan Grewal S/o Sh. Janmeet Singh Grewal, R/o 16, Doctor's
Avenue, Circular Road, Amritsar

Complainant

Versus

1. Home Centre, 77 Town Centre, Building No.3, West Wing, Opp.
Old Airport Road, Yemlur, Bangalore 560037 through its
Chairman/Managing Director/Principle Officer
2. Home Centre, Trillium Mall , Circular Road, Amritsar through its
Chairman/Managing Director/Principle Officer

Opposite Parties

Complaint under section 35 & 38 of the
Consumer Protection Act, 2019

Result : Complaint Allowed

Counsel for the parties :

For the Complainant : Sh. Deepinder Singh, Advocate

For the Opposite Parties No.1 & 2 : Ms. Shikha Kharbanda, Advocate

Coram

Mr. Jagdishwar Kumar Chopra, President

Ms. Mandeep Kaur, Member

ORDER:-

Mr. Jagdishwar Kumar Chopra, President : Order of this Commission will dispose of the present complaint filed by the complainant under section 35 & 38 of the Consumer Protection Act, 2019.

Brief facts and pleadings

1. Brief facts of the case of the complaint are that complainant purchased one Cup Board/Almirah from opposite party No.2 vide Invoice No. 0056674 dated 21.7.2020 for Rs. 117900/- being manufactured/marketed by opposite party No.1 copy of bill is Ex.C-2. The said cupboard/Almirah was received by the complainant from the opposite party in packed condition on 8.9.2020 and was kept for installation by the carpenters of the opposite party and the carpenters of the opposite party came on 18.9.2020 from Mohali but the doors of the cupboard/Almirah were not correct and needs replacement as stated by the carpenters from the opposite party and they didn't install the same but rather made scratches all over the cupboard/Almirah during the entire process of trying to fix the cupboard/Almirah. The said carpenters left their job in between with the excuse that new set of doors would be brought to fix the said cupboard/Almirah and again on 2.10.2020 new set of carpenters came to fix the said cupboard/Almirah but they can't even fix the same properly and left the job in between. It is pertinent to mention here that the said cupboard/Almirah is lying useless till date. The complainant made several requests to the opposite parties to set right or

replace the same. The opposite party No.2 in a candid tone admitted that the said cupboard/Almirah needs replacement from opposite party No.1 and will try the same but the opposite parties till the filing of the present complaint has done nothing to replace the said cupboard/Almirah. The complainant has made several emails, copy of same is Ex.C-3 (Colly). It is worth to mention here that the said cupboard/Almirah is a dummy piece of an wooden item and there has been a lot of communications with the opposite parties to replace the same but to no avail. The complainant got issued legal notice to the opposite parties but to no effect. The aforesaid act of the opposite parties amounts to deficiency in service which has caused has lot of harassment, mental pain and agony to the complainant . Hence, this complaint seeking following reliefs:-

- i) Opposite parties be directed to replace it with new cupboard/Almirah of the same make and model or upgraded model of the same make and get it fixed properly or in the alternative to refund the amount of Rs. 117900/- along with interest @ 12% p.a . from the date of payment till realization ;
- ii) Opposite parties may also be directed to award compensation of Rs.2,00,000/- to the complainant for causing mental harassment.
- iii) Opposite parties be directed to pay adequate litigation expenses to the complainant.
- iv) Any other relief to which the complainant is found entitled be also awarded to the complainant.

2. Upon notice, opposite parties No.1 & appeared and filed written version in which it was submitted that customer Karan Grewal purchased a Paris Wardrobe on 21.7.2020 from Amritsar Store after selecting it

from online options and confirmed for the order. The opposite party billed it on MPOS in the store, the complainant was having some construction work at home due to which he requested for delivery on 8.9.2020, therefore the same was delivered on 8.9.2020. Thereafter on 19.9.2020 the Carpenter (Mr.Dhoni) visited the home of the complainant for installation from Mohali team as per the availability of the customer. After visiting the place the product was opened and installation was done. However, it was noticed by the carpenter that same doors of both the sides were delivered to the complainant . Thereafter on 28.9.2020 correct doors were received at store along with new LED placed in wardrobe. On 1.10.2020 on the confirmation of the complainant carpenter (Rajesh) from Mohali visited the complainant and installed the correct door. The carpenter was accompanied by CSR from the store . After installation of the correct doors, the complainant checked the functioning of the doors. On his satisfaction and approval the carpenter left the house of the complainant. The photographs of the wardrobe after final installation is affixed and perusal of the photograph it can be seen that the installation was complete all the defects were cured to the satisfaction of the complainant. Thereafter on 2.10.2020 customer called the opposite party for refund on the ground that he is not satisfied with the product and the same is shaking and unstable. The complainant was informed that if there is any manufacturing defects, he can approach the customer service team

for rectification. It is submitted that complainant is not entitled for the refund of the payment made towards purchase of the product and refund is made only in case there is manufacturing defect. In the present case there was no manufacturing defect, only same side doors were delivered to the complainant. Later on correct doors were delivered and installed by the company. The complainant has failed to demonstrate any deficiency in service nor have attributed any fault imperfection shortcoming or inadequacy in the quality. While submitting that there is no deficiency in service and while denying and controverting other allegations, dismissal of complaint was prayed.

Evidence of the parties and Arguments

3. Alongwith the complaint, complainant has filed his affidavit Ex.C-1, copy of Invoice Ex.C-2, copy of emails Ex.C-3 (colly), copy of legal notice Ex.C-4.

4. On the other hand opposite parties alongwith written version have filed short affidavit of Ms. Navneet Kaur, copy of letter of authorization Annexure A (colly), photograph after installation of wardrobe Annexure B, Emails exchanged between the parties Annexure C.

5. We have heard the Ld. Counsel for the parties and have carefully gone through the record on the file. Ld.counsel for the complainant suffered a statement that he does not want to file written arguments and the contents of complaint alongwith exhibited documents be read as part

of written arguments. Whereas Ld.counsel for the opposite parties No.1 & 2 stated at bar that he does not want to file written arguments and the contents of written version alongwith exhibited documents be read as part of written arguments.

Findings

6. From the appreciation of the facts and circumstances of the case so far as purchase of Cupboard/Almirah is concerned the same is admitted which is quite clear from Ex.C-3. Then Ex.C-3 are the emails which were made to the opposite parties from time to time by the complainant with the opposite parties. There is mail pertaining to defect in the product of Oct. 2, 2020, then on Oct. 6,2020, Oct. 7,2020, Oct. 15,2020 where the complainant highlighted the fact that product is not running well for the purpose he has spent such a huge amount. Since it is admitted fact that complainant has purchased the Cupboard and it I also admitted that opposite parties initially changed the doors which were not compatible to the Cupboard and thereafter correct doors were delivered and after installation of the correct doors, the complainant checked the functioning of the doors and was fully satisfied.

7. This Commission has given thoughtful consideration to the facts of the present case and before going to the merits of the case perusal of the file shows that the opposite parties along with written version have filed short affidavit of Ms. Navneet Kaur , Manager which has also not been

exhibited on record, as such no evidentiary value can be attached to this affidavit which is not exhibited on record or even not supported the written version. Reliance in this connection has been placed upon ***Tarlok Singh Vs. Punjab State Electricity Board & Others 2004(1) CLT 127 of the Hon'ble Punjab State Commission, Chandigarh*** wherein it has been held that *allegation mentioned in the complaint not stated in the affidavit and then those not verified to the knowledge of the complainant-Verification held not proper and affidavit cannot be considered to be supporting the complaint.* Moreover it is settled principle of law that in case, two plausible views were available, under given set of facts, the court shall be obliged to the view which was favourable to the consumer. Reference in this regard can be had to ***"Kulwinder Singh Versus LIC of India " 2007(1) CLT 303 (Punjab) wherein it has been held that "where two views are possible, the one, which favour the consumer should be taken"***. So the act of the opposite parties in supplying defective product which the complainant has purchased after spending such a huge amount of Rs . 1,17,900/- on 21.7.2020 but could not use the same and remained in litigation since Jan. 2021, as such the opposite parties are liable to make good the loss by replacing the same with new one of same make and model or upgrade model after charging the difference from the complainant.

8. In view of the above discussion, we allow the complaint and the

opposite parties are directed to replace the Cupboard/Almirah with new one of same make and model or upgrade model after charging the difference from the complainant. Since the complainant has suffered for the last five years after spending such a huge amount and opposite parties indulged the complainant in unwanted litigation which the complainant has filed after hiring the services of an Advocate, as such opposite parties are liable to pay compensation of Rs. 10000/- and litigation expenses of Rs . 3000/- to the complainant. Compliance of this order be made within 45 days from the date of receipt of copy of this order ; failing which complainant shall be entitled to get the order executed through the indulgence of this commission. Copies of the orders be furnished to the parties free of costs. File is ordered to be consigned to the record room. Case could not be disposed of within the stipulated period due to heavy pendency of the cases in this commission.

Announced in Open Commission

(Jagdishwar Kumar Chopra)
President

Dated: 9.12.2025

(Mandeep Kaur)
Member

Present : Sh. Deepinder Singh Adv.counsel for the complainant

Ms. Shikha Kharbanda Adv.counsel for opposite parties No.1 & 2

Vide our separate detailed order of even date, instant complaint has been Allowed as per terms of the detailed order. File be consigned to the record room.

9.12.2025

(Jagdishwar Kumar Chopra)
President

(Mandeep Kaur)
Member