

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VI
(NEW DELHI), 'M' BLOCK, 1STFLOOR, VIKAS BHAWAN,
I.P.ESTATE, NEW DELHI-110002**

Case No. CC/162/2024

IN THE MATTER OF:

Prasouk Jain

F-4, Sector-40,
Gautam Budh Nagar,
Uttar Pradesh-201301

...Complainant

Versus

Samsung India Electronics Pvt. Ltd.,

Having its registered office at:
6th Floor, DLF Centre, SansadMarg,
New Delhi-110001

Also at:

Samsung Data Systems India Pvt. Ltd.,
25 & 28, Khata Khatauni No. 77,
Village Gujarpur, Pargana-Dankaur, UdyogVihar,
Ecotech-11, G.B. Nagar, Greater Noida,
Uttarpradesh-201306

...Opposite Party

Quorum:

**Ms. PoonamChaudhry, President
Mr. Shekhar Chandra, Member**

Date of Institution: 08/05/2024

Date of Order on: 11/02/2026

ORDER

SHEKHAR CHANDRA, MEMBER

1. The present complaint has been filed under section 35 of Consumer Protection Act, 2019 (in short CP Act) against Opposite Party (in short OP) alleging deficiency of service.
2. The facts in brief as set out in the complaint are that the Complainant placed an order for a Television of OP for personal use vide Order No. 1073272361 after coming across the same through an advertisement on the OP's official website. The advertisement displayed that along with a purchase of a Colour Television set of 65" at a discounted price, a complimentary Bezel and a complimentary Samsung Galaxy A03 smart phone would be provided. The advertisement also offered cash back along with EMI option for payment.
3. The complainant states that the attractive feature of this advertisement was the complimentary bezel with key feature of it making the television resemble a frame.
4. The actual price of the 65" television was INR 2,22,900/- (Rupees Two Lakh and Twenty-two Thousand and Nine Hundred Only) and the OP was offering a discount of INR 95,000/- (Rupees Ninety-Five

Thousand Only). The Complainant made a discounted payment for the 65" television along with the complimentary bezel and availed the offer of cashback and EMI.

5. An invoice dated 26.09.2022 of INR 1,27,990/- (Rupees One Lakhs Twenty-Seven Thousand Nine Hundred and Ninety only) after discount was generated by the OP for the purchase and consequence payment made by the Complainant. The complainant further states that the bezel forms an essential part of the entire experience of the product. The Complainant specially preferred to purchase the said Television amounting to INR 1,27,990/- valuing the bezel offered with the purchase. The bezel has a significant impact on the look of the television including but not limited to its colour, texture and finish especially in the present matter wherein the television was a frame television and the entire purpose of it is to resemble a frame. The aforementioned purpose of the Product gets totally defeated in the event of the Additional Product not being fixed on the television and the television does not give an illusion of a frame, as is the case in the present scenario. The photographs of the Bezel, the Colour Television Set of 65" and the Bezel installed along with the Colour Television Set of 65" are placed on record by the complainant.

6. On 26.09.2022, after the completing the transaction and waiting for the cashback offer, the Complainant was shocked to discover that no cashback was made by the OP in complete violation of the advertisement on the website. Upon a more careful perusal of the order details, the Complainant was again shocked to discover that the order details did not display the complimentary bezel with the television.
7. It is submitted that the very same day i.e., on 26.09.2022, the Complainant contacted the OP and raised the dispute of not giving the benefit of the cashback offer, delayed delivery of the TV and the shipment not showing the free bezel and the complimentary Samsung Galaxy A03 smart phone along with the purchased product. However, the customer care was not helpful and only stated that they regret to inform the Complainant that he is not eligible for cashback and ignored the other queries raised about the complimentary smart phone and Bezel. The Complainant further inquired as to the reason for not being eligible for the cash back whereas the advertisement and the website stated the cashback, complimentary Samsung Galaxy A03 smart phone and free bezel.
8. The OP via email dated 02.10.2022 responded in part to the dispute raised by the Complainant by completely ignoring one part and

replying in superficial manner quoting the terms and conditions instead of actual explanations or reasons for the other.

9. The Complainant replied to the email dated 02.10.2022 from the OP stating that none of the questions raised by the Complainant have been answered. Further the Complainant requested the OP to answer each numbered question in the trail email. The Complainant also informed the OP that the Complainant's card is not a corporate card and was eligible as per the page that opened when the Complainant tried to apply the offer. Further the Complainant also made known that he has neither had a failed transaction and nor did he use or avail any other offer during the time of the said transaction/purchase.
10. The Complainant, as alleged, received a superficial reason via email dated 03.10.2022 from the OP for not giving benefits of the cashback offer i.e., "*as we checked the details, the offer was not applied while purchasing the order.*" The Complainant responded to the email dated 03.10.2022 and requested the OP to provide information on the remaining disputes raised by the Complainant i.e., the delivery of the TV ordered and the shipment not showing free bezel.
11. On 06.10.2022, the Colour Television Set of 65" ordered by the Complainant and the complimentary Samsung Galaxy A03 smart

phone was delivered. However, to the Complainant's utter disappointment, the Additional Product (Bezel), which was supposed to be delivered complimentary with the Product, was not delivered. It is submitted that the Complainant would have placed a separate order for the Additional Product if the OP had not marketed it alongside the Product, as it was essential for using the television and the unique selling point. Moreover, the complimentary Additional Product was also a factor in the Complainant's decision to purchase the Product from the OP.

12. On 08.10.2023, the OP via email responded to only one dispute raised by the Complainant stating that the television had been delivered on the 06.08.2022. The Complainant once again made an inquiry via email dated 08.10.2022, about the Additional Product i.e., the free Bezel. The OP addressed for the first time the dispute raised by the Complainant regarding the free bezel via email dated 09.10.2022, in a very mechanical and without explanation i.e., "*...as per the terms the product should have been added to the cart at the time of placing the order. As we have checked the order details you haven't added the same product along with your order. Hence, we are unable to fulfil your request.*"

13. The Complainant, in further communications, via emails dated 09.10.2022 and 10.09.2022, tried to reason and explain that the said reason for non-delivery is frivolous at the face of it as if a product is complimentary, it comes along with the purchased product and the customer can never be expected to add it to the cart over and above the actual product.
14. The OP via email dated 10.10.2022, continued to reply with a word for word same reply to further emails of the Complainant, i.e., copying word for word from the reply/email dated 09.10.2022 sent by the OP. The email communication between the OP and the Complainant has also been placed on record.
15. It is submitted by the complainant that on the website of the OP-1 when any customer chooses a television with the same feature and offer of free of cost bezel, the free bezel gets automatically added in the cart without making any selection. Also the portal does not show any option to remove this free of cost bezel from the cart while only keeping the television. Hence, the stand of OP stating that the Complainant did not add the additional product i.e. bezel is absolutely baseless and misleading. It is further submitted that without prejudice to the aforementioned, in the circumstance where the Complainant did not add the Additional Product to the cart while

placing the order, such a minor discrepancy resulting in refusal to provide the Additional Product as advertised on the OP's website does not resonate with the ethos of fair-trade practices. If a product is complimentary, it comes along with the purchased product and the customer can never be expected to add it to the cart over and above the actual product. It is submitted that the OP, under the garb of a minor discrepancy is eloping its accountability to fulfill the promise made in the concerned advertisement herein and hence it amounts to deficiency of service and unfair trade practices.

16. The Complainant needed to install the Product and was unable to do so due to the lack of availability of the Additional Product. Despite several inquiries, the OP did not provide the Additional Product or a satisfactory resolution. The Complainant after getting frustrated for the lack of clarity and response from OP, issued a Legal Notice dated 29.11.2022 that was sent by the Complainant to the OP via Speed Post and Email dated 30.11.2022, addressing the concerns and complaints mentioned in the present Complaint, but again, the OP failed to reply and thus, no relief was granted.
17. On 19.12.2022, as a result of the OP's refusal to provide the Additional Product, the Complainant having left with no other option, was constrained to place an order for the Additional Product from

Anand Electronics, Kalkaji (a store authorized to sell Samsung products) for a total amount of INR 7,500/- (Rupees Seventy-Five Thousand only) and hence the Complainant has endured great inconvenience and hardships. The complainant submits that the owner of the said store informed the complainant that if he bought the Television from the said store, he would have provided the free Bezel to the Complainant. It has further caused the Complainant numerous financial and mental problems. The Complainant submits that he has been put through a lot of mental stress and harassment due to the undue conduct and unresponsive behaviour of the OP. The Complainant sought to purchase a television and have bezel attached to it for his personal comfort and chose the company of the OP due to the so called high value attached to it. However, the Complainant has been harassed by the OP from day one, by first charging more than the actual amount, not applying the discount, not providing the cash back, delayed delivery of the television, not supplying the bezel, and thereafter, not responding to the notice sent by the Complainant has resulted in immense harassment and mental agony by the OP. The OP are liable to give compensation for the mental agony undergone by the Complainant. That courts and consumer commissions have on several different occasions granted compensation to the Complainant

for the deficiency in service and unfair trade practice. It is contended that due to the harassment caused to the Complainant and the delay caused in providing the television and the non-provision of the bezel, the OPs are liable to pay an interest over and above the prayed amount for deficiency in service.

18. Since the OPs failed to no respond, even till date, the Complainant is constrained to file the present Complaint. Thus, the present complaint with the following prayers:

- (i) Direct the OP to make payment to the Complainant to the tune of INR 7,500/- (Rupees Seven Thousand and Five Hundred Only) as reimbursement for the Bezel with compounded interest @ 18% p.a. from the date of purchase i.e., 19.12.2022 till realization;
- (ii) Direct the OP to make a payment of INR 50,000/- as compensation on account of mental agony and harassment faced by the Complainant owing to deficiency of services and unfair trade practices of the OP;
- (iii) Direct the OP to make of an amount of INR 50,000/- as costs of litigation incurred by the Complainant; and

- (iv) Pass any other or further relief in favour of the Complainant and against the OP, including costs as deemed fit, just and proper in the facts and circumstances of the case.
19. On receipt of notice, OP put in appearance through counsel. Written statement was filed with an application for condonation of delay. Delay was condoned subject to payment of Rs. 2,000/- as cost and written statement was taken on record vide order of this Commission dated 08.10.2024.
20. Parties have led their respective evidence; pleadings are complete. Arguments heard.
21. The main contention of the complainant is that in the advertisement it was clear that the bezel would be given complimentary with purchase of a 65" Colour Television for which the complainant paid Rs. 1,27,990/-. Since the OP failed to honour its commitment and did not deliver the bezel at the time of delivery of TV though it advertised, therefore, liable for claim made by the complainant.
22. It is further argued by the complainant that the bezel is an integral component of the television as the product is marketed as a slim, frame-like television designed to blend with home décor and function

as a photo frame, displaying images via phone or USB-features that rely on the presence of the bezel. Without it, the television loses its USP of being a frame for which the complainant had paid an excessive amount as compared to the other television available in the market.

23. The complainant strongly opposes the contention raised by the OP in the written statement that the bezel had to be added separately to the car; this contention is baseless as no such option existed on the OP's website and the OP misrepresented the terms to evade its obligation.
24. The complainant further argues that the redemption process for the free bezel states that *'Bezel to get added to cart automatically at zero value, once customer adds Frame TV Device to the cart'* is itself contrary to the stand of OP qua mandatory requirement of adding the bezel to the cart.
25. On the contrary, the argument of the OP is that the complainant failed to add the promotional bezel to the cart at the time of placing the order. The OP further argues that as per the terms and conditions of the *'Bundle Offer'*, the value of the bezel is automatically set to zero when it is added to the cart alongside an eligible television device,

thereby enabling the customer to avail themselves of the said offer upon completion of transaction.

26. From the contentions of the OP it is absolutely clear and an admission of the OP that the OP charged additionally for bezel but it was not delivered. To deprive the complainant of the benefit of the '*Bundle offer*' of the OP, a highly technical objection of terms and conditions of scheme is being raised, which in our view, amounts to deficiency in service and unfair trade practice.
27. Since the OP did not deliver the bezel as per its commitment and the complainant was forced to purchase the bezel from open market, this Commission is of the view that the OP is liable to compensate the complainant by paying the cost of bezel. Thus, it is directed that the OP shall pay the cost of bezel i.e. Rs. 7,500/- with interest @ 7% per annum from the date of purchase of television i.e. 19.12.2022 till realization. Further, it is directed that the OP shall pay Rs. 50,000/- as compensation and Rs. 50,000/- as litigation expenses to the complainant within four weeks from the date of receipt of this order. In case the amount as awarded above is not paid within the time stipulated above, the OP shall be liable to pay interest at increased rate of 9% per annum.

28. With the aforesaid directions, the complaint case is disposed of. A copy of the order be sent to the parties free of cost under registered/speed post. The order be also uploaded on the website of this Commission, promptly.

File be consigned to the record room with a copy of order.

[Poonam Chaudhry]
President

[Shekhar Chandra]
Member