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Court : Andhra Pradesh State Consumer Disputes Redressal Commission
SCDRC Hyderabad

Decided On : Aug-03-1998

Judge : S. Parvatha Rao, President, the Honourable Mr. K. Ranga Rao, Member
& the Honourable Dr. (Mrs.) Mamata Lakshmana, Member

Appeal No. : F.A. No. 401 of 1998

Appellant : M/S. Micronet Technologies

Respondent : M/S. Vagdevi Graphics and Others

Judgement :

S. Parvatha Rao, President:

1. The appellant before us was the 1st opposite party in O.P. No. 184/1996. He questions the order of the Visakhapatnam District Forum dated 16.5.1998 in O.P. No. 184/1996 allowing the said O.P. in part and directing the opposite parties 1 and 2 i.e., the appellant and the 2nd respondent in the appeal, to pay Rs. 1,04,000/- to the complainant i.e., the 1st respondent in the appeal, with interest @ 15% per annum from 2.8.1995 till the date of payment and also further sum of Rs. 1,000/- towards costs and Rs. 1,000/- towards compensation.

2. The complainant approached the District Forum for redress alleging that the appellant undertook to procure and instal a DTP unit consisting of a laser printer system and software to enable her to do independent printing business to eke out

her livelihood, she being a divorcee. According to her, the main unit for her printing purposes was the laser printer attached to the DTP unit which was recommended to her by the appellant, and from the beginning the printer was giving trouble.

3. The appellant in its counter took the stand that it only assisted the complainant and that there was no contract between it and the complainant. The appellant also stated that it was not dealing with the laser printers manufactured by the second opposite party and therefore it could not be made liable in any manner. The second opposite party remained ex parte after receiving notice. The third opposite party also filed a version/counter stating that there was no privity of contract between it and the complainant and that it was the appellant who approached it for supply of laser printer manufactured by the second opposite party.

4. The District Forum considered the material on record and held that Ex. A-3 showed that the quotation was given by the appellant and from Ex. A-6 it could be seen that the payment was also received by the appellant from State Bank of India, Visakhapatnam, which made the payment on behalf of the complainant under Ex. A-5. The District Forum also found that the warranty and specifications as per Exs. A-7 and A-8 were also furnished to the complainant and, in view of the overwhelming evidence, the appellant could not get away by saying that it had nothing to do with the transaction. The District Forum also relied on letter dated 13.12.1995 marked as document X which showed that the second opposite party informed its dealers that they would be required to provide refund at the customer purchase price and in turn claim refund from the next level dealer at his cost price as there were some manufacturing defects in the laser printers manufactured by it. In view of this clinching material the District Forum held that the opposite parties 1 and 2 were liable to repay a sum of Rs. 1,04,000/- to the complainant with interest @ 15% per annum from 2.8.1995 till the date of payment etc.

5. We have perused the documents and also Ex. A-3 dated 15.7.1995. Ex. A-3 was addressed by the appellant to the complainant. It stated inter alia as follows :

We are basically a group of young software professionals indulged in the service and support of computer systems and software solutions. In our this endeavour to our credit we have a clientele base of approx. 125 satisfied customers in various

business facets.

HCL Hewlett Packard Limited, Visakhapatnam Area Office has Seven Hardware and Two Software engineers and an Inhouse Test and Repair Centre to complement our marketing set-up. Besides the HCL HP arrangements we have with us two trained Hardware Engineers for maintaining the First Call maintenance support. As being the dealers for HCL +P we are enclosing our investment schedule, which we sincerely hope that will meet your requirements.

You are most welcome to contact us for any further clarifications that you might require during the evaluation process. (Emphasis supplied)

6. This falsifies the contention of the appellant that it was not the dealer of the second opposite party. This also establishes that the appellant had undertaken the service of providing the equipment to the complainant and also to instal the same and see that it functioned properly. Ex. A-II dated 2.8.1995 is installation report given by the appellant to the complainant and it establishes that the appellant installed certain equipments by that date. It was also mentioned therein that warranty was for one year. This establishes that the appellant was rendering service and also advising the complainant as regards the equipments to be installed.

7. That it was the appellant who supplied the laser printer manufactured by the opposite party is established by Ex. A-9 dated 11.9.1995 addressed by the appellant to the complainant. Therein the appellant referred to the request of the complainant for the latest printer and stated that the system was already despatched by its principals but it would take some more time for delivery. In Ex. A-14 dated 30.1.1996 the appellant admitted that the laser printer was supplied by it. Under Ex. A-12 letter dated 6.1.1996 the complainant informed the appellant that the laser printer was not functioning properly and that the same was brought to its notice on 28.9.1995 itself. In Ex. A-14, referred to above, the appellant stated that the laser printer did not have any manufacturing defects but it was found on initial inspection by its principals Service Engineers that due to humidity problems the printer was not giving satisfactory print-outs and then added as follows :

However, we are also in the process of evaluating the possibility of either replacement of the printer or the appropriate solution / remedy for the same. In this connection, if required we wish to carry your printer to our Principals position.

8. The complainant again addressed Ex. A- 13 letter dated 1.4.1996 to the appellant and sought replacement of the laser printer. As there was no response from the appellant the complainant also directly addressed a letter dated 28.11.1995 to the second opposite party/second respondent and thereafter issued Lawyers notice. What is interesting is that the particular model of the laser printer supplied to the complainant was found to be defective and instructions were issued by the second opposite party to withdraw the same. This is established by document X dated 13.12.1995 addressed by the second opposite party. It was stated therein as follows :

Please refer to the multiple failures that have been witnessed in the above printer (H.P. 5P/5MP) during the past few months....

xxx

xxx

xxx

xxx

However, there are a few of the customers who have requested for refunds prior to December 4th.... Through these chain of refunds, once you provide refund to your next tier at your sale price, you can submit your claim for refund to the undersigned at HP India. We will be glad to refund the amount to you at your transfer price.

9. This was addressed to a dealer in Madras and specified a list of customers who claimed refund; there was an admission in this communication that there were defects in the machine which was found to be unsuited to the Indian conditions. The appellant who described itself as formed by a group of young software professionals indulged in the service and support of computer systems and software solutions ought to have acquainted themselves with the quality of the printer in question in respect of which they were admittedly dealers, before recommending the same to the complainant and supplying it. This establishes that there was deficiency in service on the part of the appellant who had agreed to render all services necessary for enabling the complainant to set up computer printer for her sustenance by self-employment. We therefore do not find any

substance in the contention advanced by the Counsel for the appellant that no rendering of service was involved.

10. The learned Counsel for the appellant further contended that the laser printer in question was purchased by the complainant for commercial purpose. But the facts establish that she acquired the equipment for self-employment for earning her livelihood as she was a divorcee.

11. In the circumstances, we do not find any basis for interfering with the order of the District Forum.

12. In the result, the appeal is dismissed. No costs.

Appeal dismissed.

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