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Asha Electronics Premises Vs. M. Venugopal

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Court : Andhra Pradesh State Consumer Disputes Redressal Commission SCDRC Hyderabad

Decided On : Mar-07-1994

Judge : A. Venkatarami Reddy, President &Amp; the Honourable Mrs. J. Ananda Lakshmi, Member

Appeal No. : C.D.A. No. 360 of 1993

Appellant : Asha Electronics Premises

Respondent : M. Venugopal

Judgement :

A. Venkatarami Reddy, President:

The Opposite Party in C.D. No. 47 of 1993 is the appellant. According to the complainant, he purchased a TV from the opposite party on 9.8.1991. On 10.5.1992 the TV became dim, without any proper light and notable to see the picture properly. Therefore, the complainant went all the way from Cuddapah to Hyderabad and requested the opposite party, who promised to replace the picture tube by sending the same to the manufacturer. This was on 1.6.1992. He was informed that unless the bills and other papers are produced the manufacturer would not replace the TV and that it would take about 20 days and asked the complainant to send the receipts. Inspite of sending of the receipts the TV was not replaced, and ultimately the person, that is, Excise Circle Inspector Mr.

Ramachandraiah though whom, the receipts were sent came back and informed the complainant that the opposite party refused to replace. Inspite of letters thereafter written by the complainant, the picture tube was not replaced. As according to the complainant, he purchased the TV on 9.8.91 and it became defective on 10.5.1992 and he returned the TV on 1.6.1992, and that therefore it is within the warranty period. He, therefore, claimed a sum of Rs. 1115/- towards picture tube and other expenses of Rs. 1050/- in all 2165/-. A counter was filed by the opposite party stating that they have not sold any TV or tubes to the complainant. The document filed along with the complaint is an estimate/quotation and it was printed on the top of the document it is not a sale receipt. It, therefore, took the plea that the complainant made several requests for replacement of the Black and White Tube and he was informed by the manufacturer, who refused to replace the tube and therefore, the opposite party is not liable. After filing of the counter, the opposite party remained *ex-parte.* In the circumstances mentioned in the complaint, and in view of the receipts filed by him, the District Forum directed the opposite party to refund Rs. 1115/- being the cost of the picture tube and costs of Rs. 250/-. In these circumstances as the opposite party did not adduce any material before the District Forum, it allowed the complaint. In the grounds it was mentioned that the opposite party submitted a reply counter on 7.5.1993 and sent the same by registered post acknowledgement due and the same was acknowledged by the District Forum on 10.5.1993, and that, therefore, the District Forum ought to have considered the contents of the counter. In the absence of any material filed by the opposite party before the District Forum, along with the counter to show that the complainant did not purchase the TV, the District Forum rightly ordered the complaint. We do not see any reason to interfere with the order of the District Forum. The appeal is dismissed. No costs.

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