

Shukla Sood Vs. M/S. L.G. Electronics Private Limited and Others

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Court : Himachal Pradesh State Consumer Disputes Redressal Commission
SCDRC Shimla

Decided On : Apr-23-2014

Judge : (Retd.) Surjit Singh, President & the Honourable Mrs. Prem Chauhan, Member

Appeal No. : First Appeal No. 331 of 2013

Appellant : Shukla Sood

Respondent : M/S. L.G. Electronics Private Limited and Others

Judgement :

Justice (Retd.) Surjit Singh, President (Oral)

1. Appellant is aggrieved by the order dated 19.09.2013, of learned District Consumer Disputes Redressal Forum, Shimla, whereby her complaint, under Section 12 of the Consumer Protection Act, 1986, which she filed against the respondents, has been dismissed, on the ground that the same is barred by limitation.

2. Appellant purchased a music system from respondent No.2 for a sum of `18,490/-, on 19.04.2006. According to her, the system was defective and she reported this fact to respondent No.2, who advised her to seek repair from the authorised service provider. Appellant alleged that she could not approach the Service Station for 2-3 years, because of her being a lady and finally, when she

approached respondent No.3, who is the authorised service provider, the said respondent retained the music system at his place for about six months and then wrote to her, through letter dated 10.12.2009 that the system could not be repaired and offered to pay her money, equivalent to 35% of the sale price, after depreciation at the rate of 65%. Appellant then filed a complaint, under Section 12 of the Consumer Protection Act, 1986, seeking a direction for the refund of price of music system, with interest at the rate of 18% per annum, from the date of purchase, besides seeking compensation of `1.00 lac and litigation expenses.

3. Learned District Forum, has dismissed the complaint, with the finding that the same is barred by time.

4. A bare reading of the contents of complaint, particularly its para-2, shows that the complainant wanted the music system to be replaced, by a new one, because of its defective working which was noticed within three months of its purchase. Respondent No.2, however, told her that the system could be repaired. Appellant did not approach the Service Station, which is located at New Shimla, till the year 2009 and when she approached respondent No.3, she was told that the system was dead and required replacement. She was offered depreciated value of the system at the rate of 35%.

5. Complaint was filed by the appellant on 04.09.2010. Music system was purchased by her on 19.04.2006. According to the appellant, she noticed that this was defective, within three months of its purchase and approached respondent No.2, from whom it was purchased, to replace it. Respondent No.2 allegedly informed her that defect in the system could be repaired. She did not seek repair of the system, until December, 2008, as is made out from Annexure C-4, letter written to her by respondent No.3, informing that the system could not be repaired. That means, for a period of more than two years, she slept over the matter, even after being informed by respondent No.2 that defect in music system could be removed.

6. Appellants grievance is not that there was any warranty period, or that within warranty period, system was pointed out to be un-repairable by respondent No.3. Her plea is that the system was defective from the very beginning and required

replacement. She purchased the system in April, 2006 and filed the complaint in September, 2010, or say about four and a half years after the purchase of the system. Thus, the complaint, when filed, was hopelessly barred by time. Therefore, the appeal is dismissed.

7. A copy of this order be sent to each of the parties, free of cost, as per Rules.

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