

**BEFORE THE DISTRICT COMMISSION-II
AT VISAKHAPATNAM**

Date of Registration of the Complaint: 10.05.2022

Date of Final hearing: 12.05.2023

Date of Pronouncement: 07.06.2023

CONSUMER CASE No. 24 / 2022

In the Matter of:

1. The Consumer Rights Organization (CRO)/ Upbhokta Adhikar Sangtha, represented by its President of Andhra Pradesh State, Sri Dr. Vikas Pandey, S/o late Mohan Pandey, Hindu, aged 41 years, D.No.2-69, Rajeev Nagar, Visakhapatnam-530040.

(Through: Sri Palakurthi Srinivasa Apparao)

... Complainant

2. Jayanthi Venkata Ramana Murthy. D.No.20-12, Bharat Nagar, Prahaladapuram, Visakhapatnam-530027.

(Through: Sri Palakurthi Srinivasa Apparao)

... Defacto-Complainant

Versus:

LG Best Shop, represented by its Branch Manager/ Authorised Signatory, Shankarmatham (A unit of Sowndarya Marketing), D.No.49-24-71, Opposite Shankaramatam temple, Madhura Nagar, Visakhapatnam-530016.

(Through: Opposite Party is absent)

...Opposite party

CORAM:

Smt. G. Venkateswari, M.Sc. LLB., President. Smt. P. Vijaya Durga, B.Com, B.L., Women Member., Sri Karaka Ramana Babu, M.Com, M.B.A., LL.B., Member.

P r e s e n t:

1. Smt. G. Venkateswari, M. Sc, LLB.,
President
2. Smt. P. Vijaya Durga, B. Com, B.L.,
Women Member
3. Sri Karaka Ramana Babu, M. Com, M.B.A., LL.B.,
Member

JUDGEMENT

(As per Smt. P. Vijaya Durga, Honourable Women Member, on behalf of the Bench)

- I. The complainant filed the present complaint to direct the opposite parties:
- i. To refund the Cash back amount of Rs.3,000/- (Rupees three thousand only) with interest @24% p.a. from 03-07-2021 till realization;
 - ii. To pay for the compensation for mental harassment Rs.2,00,000/- (Rupees two lakhs only);
 - iii. To pay for the compensation for unfair trade Rs.2,00,000/- (Rupees two lakhs only);
 - iv. To pay for the costs of the complaint Rs.25,000/- (Rupees twenty five thousand only) and such other relief or reliefs.

P.V.Durga.

II. Facts of the complainant:

1. The complaint was filed on behalf of the defacto complainant. The defacto complainant is a resident of Visakhapatnam and the opposite party is L.G.Best Shop, Shankaramatam, (a unit of sowndarya marketing) Visakhapatnam.
2. On 03-07-2021, the defacto complainant visited and purchased two products one LG 7 kg Top load automatic washing machine for Rs. 22,000/- (Rupees twenty two thousand only) and the L.G double door refrigerator, 284 liter for Rs 52,020/- (Rupees fifty two thousand and twenty only) from opposite party i.e., LG Best Shop the total value of transaction is Rs. 52,020/- (Rupees fifty two thousand and twenty only).
3. The staff of the opposite party informed the defacto complainant about the cashback offer and after receiving cash back offer the total transaction should be 49,000/- (Rupees forty nine thousand only) instead of Rs.52,020/- (Rupees fifty two thousand and twenty only). The defacto complainant wants to purchase the refrigerator using credit card in a single transaction. But the opposite party staff advised him to take cashback offer of Rs. 3,000/- (Rupees three thousand only) on EMI scheme.
4. After receiving the cashback offer the total transaction value should be Rs. 49,000/- (Rupees forty nine thousand only) but Rs. 52,020/- (Rupees fifty two thousand and twenty only) has been deducted from the defacto complainant account. On 14-07-2021, the complainant received an email from the banker, HDFC credit cards that transaction was failed to converted into EMI scheme. Immediately the defacto complainant informed the opposite party about email for which he got an assurance from the opposite party that the defacto complainant will get cash back offer.
5. Then the defacto complainant verified with HDFC bank and received the same response stated in the email and the same was informed to the opposite party. The defacto complainant repeatedly asked for the cashback offer but the opposite party dodging the issue and he is not giving response to the defacto complainant. The defacto complainant checked the same with the manager of the show room and was told that EMI conversation was not work out as he got direct debit facility, as such EMI scheme was not possible. The opposite party maliciously offered cash back scheme thereby misleading the defacto complainant.
6. The opposite party failed to provide cash back offer and offered the defacto complainant a voucher which was against the defacto complainant choice. So defacto complainant lost his faith and refused to accept the voucher. Since then opposite party was not in contact with defacto complainant and also not communicating about the cash back offer. Therefore, the complainant approached the commission on behalf of the defacto complainant. Hence the complaint.

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III. The commission served notice to opposite party but the opposite party was absent throughout the proceedings. The opposite party neither field counter nor any representation in this complaint hence treated nil.

IV. The complainant field evidence affidavit and got the documents marked as Ex A1 to A6. The complainant filed written arguments in support of his case. The complainant requested to treat written arguments as oral arguments.

V. Now the points would arise for determination in this case.

i. Is there any deficiency in service on the part of the opposite party?

ii. If so, is the complainant is entitled for any relief?

VI. **Law & Analysis:**

1. Deficiency Sec 2 (11) means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service.

Exhibits A-1 is an incorporation certificate. Ex A-2 is a letter dated 29-10-2021 from the defacto complainant to the complainant to settle the matter directly or to through court of law. Ex A-3 is tax invoice dated 03-07-2021 given by the opposite party for an amount of Rs. 52,020/- (Rupees fifty two thousand and twenty only). Ex A-4 is confirmation message of cashback offer from the opposite party at the time of purchase. Ex A-5 is an email from the banker for rejection of cashback offer. Ex A-6 is a credit card statement from HDFC.

2. Upon perusal of the record it is clear from Ex A-3 that the defacto complainant purchased 7 Kgs automatic LG washing machine for Rs. 22,000/- (Rupees twenty two thousand only) and LG 284 liters double door fridge for Rs. 30,000/- (Rupees thirty thousand only) for total transaction was Rs. 52,020/- (Rupees fifty two thousand and twenty only) from LG Best Shop Sankaramatam on 03-07-2021; Ex A-4 proves that they offered a cash back offer of Rs. 3,000/- (Rupees three thousand only) by which the payment on EMI basis. Ex A-5 proves that rejection cash back offer by the banker.

3. The opposite party has not filed his version in this complaint. It is deemed that he admitted the facts of the complainant further more exhibits proves the case of the complainant.

4. The defacto complainant believed that the cash back offer to be genuine and purchased the washing machine and double door fridge by using HDFC Credit card via EMI scheme. But the opposite party misled the defacto complainant with cash back offer subsequently they charged full amount for the purchase.

5. Even though the defacto complainant visited the store many times but the opposite party did not resolved the issue and at the same time there was no proper response and

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acted negligently toward defacto complainant. Due to which the defacto complainant suffered mental agony and harassment by the opposite party.

6. The commission opines that there is a deficiency in service coupled with unfair trade practice on the opposite party, as the opposite party misled the defacto complainant about the cashback offer with EMI. Further the opposite party did not settle the issue which amounts to deficiency of service. Hence the defacto complainant is entitled cash back offer amount with interest and compensation for mental harassment on account of deficiency in service by opposite party and cost of litigation.

VII. Result:

In the result, the complaint is allowed partly. The opposite party is directed to pay an amount of Rs. 3,000/- (Rupees three thousand only) along with interest @ 6% p.a. from the date of i.e., 03-07-2021 till the realization and also further directed to pay an amount of Rs. 5,000/- (Rupees five thousand only) on account of deficiency of service coupled with unfair trade practice towards compensation for causing sufferings to the complainant, apart from Rs. 5,000/- (Rupees five thousand only) awarded as costs. Time for compliance of this order is 45 days from the date of receipt of this order.

VIII. Applications pending, if any, stand disposed off in terms of the aforesaid judgement.

IX. A copy of this judgement be provided to all the parties free of cost as mandated by the Consumer protection Act 1986/2019. The judgement be uploaded forthwith on the website of the Commission for the perusal of the parties.

X. File be consigned to record room along with a copy of this judgement.

Dictated to the Stenographer, and transcribed by her, corrected and pronounced by us in the Open Commission, the 07th day of June, 2023.

Pronounced on: 07/06/2023

P.V. Durga
7.6.23
Smt. P Vijaya Durga
Women Member

Appendix of Evidence

For the Complainant:


| No | Date | Description of Documents | Remarks |
|--------|------------|--|----------------|
| Ex A-1 | ---- | Incorporation Certificate of the organization | Photostat Copy |
| Ex A-2 | 29.10.2021 | Letter from the defacto complainant to the complainant | Office Copy |
| Ex A-3 | 03.07.2021 | Tax Invoice given by the opposite party | Original |

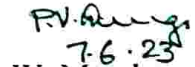
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|--------|------------|---|---------------------|
| Ex A-4 | 03.07.2021 | Confirmation message of cash back from opposite party at the time of purchase | Photostat Copy |
| Ex A-5 | 14.07.2021 | Cash-back rejection e-mail form the banker | Certified True Copy |
| Ex A-6 | 13.07.2021 | Credit Card Statement for the month of July 2021 | Certified True Copy |

For the Opposite Party: Nil


7/6/23
President


7/6/23
Member


7.6.23
W. Member