

Date of registration: 04.11.2022
Date of order: 26.06.2023

BEFORE THE DISTRICT CONSUMERS DISPUTES REDRESSAL
COMMISSION-I, VISAKHAPATNAM : AP

PRESENT: Smt.Dr.Gudla Tanuja, B.Com., M.A (HRSA), LL.M., Ph.D(Law),
President

Smt. Rahimunnisa Begum, M.Com, LL.M, M.HRM (Ph.D).,
Woman Member

Monday, the 26th day of June, 2023

Consumer Complaint No: 353/2022

Between:

Dr.Vikas Pandey, National Secretary and In-charge (Organisation & Complaint)
rep., The Consumer Rights Organization (CRO)/Upbhokta Adhikar Sangthan.
... Complainant

Vasanthi Durai, W/o M.Ayyadurai, Hindu, aged 54 years, R/at Door No.3-278,
Road No.6, Jabili Hills, Aganampudi, Visakhapatnam-530053.
... Defacto-Complainant

and

1. Kent RO Systems Ltd., Distributor represents by its authorizing signatory
situated at Door No.28-16-18/1, Suryabagh, Visakhapatnam.
2. Kent RO Systems Ltd., represents by its authorizing signatory, E-6, 7 & 8,
Sector-59, Noida, UP-201309.
... Opposite Parties

This case came up for final hearing on 08.06.2023 in the presence of
Sri D.Jeeva Ratnam, Advocate for Complainant and Opposite Parties appeared
in person and having stood over till this date, the Commission delivered the
following:

: O R D E R :

(Per Smt.Dr.Gudla Tanuja, President on behalf of the Bench)

1. The Complaint filed under Sec.35 of Consumer Protection Act praying
this Commission to direct the Opposite Parties to refund the price of Water
Purifier i.e. Rs.7,150/- with interest @ 24% p.a. and the defacto-Complainant
shall return the Water Purifier to Opposite Parties 1 & 2 on receipt of price
within a week in addition to compensation of Rs.1,00,000/- for causing mental
agony and Rs.25,000/- towards costs of litigation with the following averments.
2. The defacto-Complainant purchased the Kent Ultra Water purifier having
Sl.No.KR1904011375 vide Invoice No.4201/KT/21-22 from Opposite Party
paying an amount of Rs.7,150/- having one year warranty and got it installed
on 01.03.2022. At the time of purchase 1st Opposite Party has promised that
the Water level quality percentage is more than 67% but after installation it is

G. Tanuja

highly disappointed as the taste of the purified water is very poor quality. The taste is also very bad. Upon receipt of Complaint, Opposite Party deputed atleast 4 technician visited one after the other who opined that the purifier do not work as well as it does not suit for the Senior Citizens because the in-let water is of very high TDS, in the range of 500 to 750. As the complaint of defacto-Complainant was not redressed by Opposite party, he approached the Complainant organization to resolve the matter with the Opposite Parties. The Complainant organization enquired with the Opposite Party and requested to resolve the matter but in vain. Hence approached this Commission seeking redress.

3. The Opposite Parties resisted the claim of the Complainant by filing Counter inter alia contending that the Kent RO Systems Ltd is a Public Limited company incorporated under the Companies Act engaged in the business of manufacturing, selling of RO Water purifiers etc. The Company has good repudiation with the business circles throughout the Country. The Opposite Parties denied the allegations that the products of the Opposite Parties suffered from any manufacturing defect as alleged in the Complaint and the Opposite Parties are not guilty of deficiency of service as alleged. The Complainant out of his own volition offered to purchase Water Purifier which is not fitted with RO membrane as such the Purifier is not capable to change the taste of water. However, after receipt of complaint at the customer care the Opposite Parties deputed their Technicians to rectify the defects of the Purifier. The Service personnel after examining the product reported to the company that it does not suit for the Senior Citizens because the in-let water is very high TDS with a range of 500-750. However, the grievance of the defacto-Complainant is that the Purifier is not capable to change the taste of water which is purely due to non-equipped with RO membrane which cannot termed as deficiency or defective. However as a goodwill gesture, the Opposite parties offered to redress the grievance of the defacto-Complainant and settle the issue amicably by refund of the purchased amount of product or upgradation of product on payment of differential price. But the defacto-Complainant has not accepted the offer and approached this Commission hastily without genuine cause hence prayed for dismissal.

4. During the course of enquiry the authorized representative of Complainant filed Evidence Affidavit and got marked Exs.A1 to A6. On behalf of Opposite Parties one Mr.GVRK Raju, Area Service Manager of Opposite Parties

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filed Evidence Affidavit and got marked Exs.B1 & B2. Both parties filed their respective Written Arguments reiterating their versions. Heard both the parties.

5. Now the points that would arise for consideration are as follows:

- 1) Whether there is any deficiency of service on part of the Opposite Parties?
- 2) Whether the Complainant is entitled for the reliefs claimed in the Complainant?
- 3) To what relief?

6. Perused the record. It is evident from Ex.A4, Invoice, the defacto-Complainant purchased Kent Ultra model KR1904011375 vide Invoice No.4201/KT/21-22 dated 28.2.2022 by paying a sum of Rs.7,150/- inclusive of all taxes. Ex.A5 is the Warranty card which proves that the product has warranty of one year against manufacturing defects. The grievance of the defacto-Complainant that after installation it was observed that the taste of water is very poor quality and it does not suit for Senior Citizens as the in-let water is of very high TDS, in the range of 500 to 750. The Service Personnel of the Opposite Parties visited the premises to rectify the defects but in vain. Hence the defacto-Complainant addressed mails to the Opposite Party covered under Ex.A6 for refund of the amount by taking the machine. Despite of that, the Opposite parties failed to respond as such the defacto-Complainant approached the Complainant organization by giving authorization covered under Ex.A3 and filed the present complaint seeking redress.

7. The Opposite Parties represented by the Area Manager in person, appealed to this Commission that there is no deficiency of service on part of the Opposite Parties and as and when the Complaint was received to the Company through Complaint cell they have deputed the technicians which is categorically admitted by the defacto-Complainant. The Technicians observed that the product is not suffering from any manufacturing defect. As the grievance of the Complainant is that the taste of water is very poor and not suitable for Senior Citizens like the defacto-Complainant and because the in-let of water is of very high TDS in the range of 500-750 which cannot be attributed to the Opposite Parties as the defacto-Complainant opted to purchase a Water Purifier which is not fitted with RO membrane as such the Purifier is not capable to change the taste of water. The defacto-Complainant being a purchaser has to choose the product of his choice before purchasing and the principles of Caveat-Emptor, clearly applies to the facts of the case and there is

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no deficiency of service on part of Opposite Parties and hence prayed for dismissal of the Complaint.

8. The admitted facts emerged out of the aforesaid contentions of the parties are that the defacto-Complainant purchased the Kent RO Water Purifier from the Opposite Parties by paying valuable consideration. As the product was not functioning to the satisfaction of the buyer, he lodged complaint through Complaint cell. The Opposite Parties also deputed technicians to redress the grievance on every occasion during the warranty period. But they could not satisfy the defacto-Complainant. According to the Complainant, the product suffers from manufacturing defect. The consequences of defects as per the Complainant is taste of water is of poor quality and it is does not suit for Senior Citizens. For which the Opposite Parties contended that as the Water Purifier is not fitted with RO membrane as such the Purifier is not capable to change the taste of water. Either the Complainant or defacto-Complainant has not placed on record any expert opinion to substantiate their claim that the product suffering manufacturing defect, in the absence of which we have no other option except to accept the contention of the Opposite Parties that due to non-fitting of RO membrane to the Purifier the taste of the water is not changing which cannot be termed as manufacturing defect. Until and unless the Complainant establishes before the Commission that the product suffers manufacturing defect they are not entitled to the reliefs claimed in the Complaint.

9. With the above observations we hold that the product is not suffering with manufacturing defect consequently the services of the Opposite Party are not deficient in nature. Before parting with the subject matter, we observe that the Opposite Party pleaded in the Written version as well as the Evidence Affidavit that they are prepared to refund the purchase price if the defacto Complainant is not satisfied with the product and also prepared to upgrade the product on payment of differential amount. In fact the same offer was made to the Complainant vide letter dated 01.12.2022 and the same was sent through registered post as is evident from the postal receipt enclosed to the Written version. The Complainant has not availed the opportunity and continued the proceedings. Needless to say that the object behind enactment in the C.P.Act is to render services to the poor and needy consumers. This Opposite Party fairly conceded to refund the amount at the initial stage of litigation. We are not inclined to award compensation or interest over the purchase price and direct the defacto-Complainant to return the product to the Opposite parties

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forthwith either to receive the purchase price excluding taxes or to take new product of his choice by paying differential price.

We answered the points accordingly.

10. In the result the Complaint is allowed in part, directing the Opposite Parties to refund the purchase price of Water Purifier i.e. Rs.7,150/- (Rupees Seven thousand one hundred and fifty) to the defacto-Complainant within 7(Seven) days after returning the product or if the defacto-Complainant chooses to upgrade the product, the Opposite Parties shall consider the request and provide upgraded Water Purifier by accepting the differential amount. Further the Opposite Parties are directed to pay Rs.2,500/- (Rupees Two thousand five hundred) as costs of litigation.

Dictated to the Shorthand Writer, transcribed by him, corrected and pronounced by us in the open Commission on this the 26th day of June, 2023.

Woman Member

President

APPENDIX OF EVIDENCE

Exhibits Marked for the Complainant:

Doc.No.	Date	Description	Remarks
Ex.A1	--	Incorporation Certificate of the organization, True translation along with Trade License	Photostat copy
Ex.A2	--	Aadhar Card of Complainant	Photostat copy
Ex.A3	07.07.2022	Authorization letter from the defacto-Complainant to the Complainant	Original
Ex.A4	28.02.2022	Tax Invoice Kent Purifier Model KR1904011375 from OP No.1 for Rs.7150/- vide Invoice No.4201/KT/21-22	Original
Ex.A5	28.02.2022	Kent Purifier Warranty card	Original
Ex.A6	18.09.2022	Email communication between defacto-Complainant and Opposite party	Printout

Exhibits Marked for the Opposite Parties:

Doc.No.	Date	Description	Remarks
Ex.B1	03.12.2022	Authorisation letter	Attested copy
Ex.B2	--	Kent Ultra specifications	Attested copy

Woman Member

President

