

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION: NORTH-EAST
GOVT. OF NCT OF DELHI
D.C. OFFICE COMPLEX, BUNKAR VIHAR, NAND NAGRI, DELHI-93

Complaint Case No.287/23

In the matter of:

Mr. Mohd Danish,
S/o Sh. Afsar Ali,
R/o C-276, Gali No. 10, C-Block,
Near Bilal Masjid, Shri Ram Colony,
Rajeev Nagar, Khajoori Khas,
North East Delhi, Delhi 110094

Complainant

Versus

1. M/s Lenovo India Pvt. Ltd.,
Ferns Icon, Level, 2, Outer Ring Road,
Doddanekundi, Mahadevapura,
Bengaluru, Karnataka 560037

2. M/s Infinity Retail Limited,
Croma Store ,
No. 27, Block UA, Banglow Road,
Jawahar Nagar, Kamla Nagar,
New Delhi 110007

Opposite Parties

DATE OF INSTITUTION: 25.10.2023

JUDGMENT RESERVED ON: 02.09.2025

DATE OF ORDER : 16.10.2025

CORAM:

Surinder Kumar Sharma, President
Adarsh Nain, Member

ORDER

Surinder Kumar Sharma, President

The Complainant has filed the present complaint under Section 35 of the
Consumer Protection Act, 2019.



The case of the Complainant as revealed from the record is that on 13.10.2020, he purchased a Lenovo Idea-pad Slim 3 Laptop from the Opposite Party No. 2 for a sum of Rs. 44,089/-. The said laptop was having one year warranty. Complainant had also obtained AMC from the Opposite Party No. 1 for the period from 13.10.2020 to 12.10.2023. Complainant paid Rs. 1,499/- for AMC which covered free of cost on site repair facility. From the date of purchase the said laptop was not working properly and there were minor issues related to the display of the laptop. But after 02.03.2023, some major problems surfaced due to which Complainant could not do the work on the said laptop. On 05.07.2023, Complainant made a complaint on the grievance number of the Opposite Party No. 1 and a ticket bearing no. 2013042913 was generated. Thereafter, the technician of the Opposite Party No. 1 visited the place of the Complainant and on 20.07.2023 the display and other two parts were changed by the technician. His case is that he again started facing problem in the display of the laptop and Complainant again raised a ticket bearing no. 2013341032 on 24.07.2023. Again technician of the Opposite Party No. 1 visited the place of the Complainant and replaced some parts of the laptop, but the problem still persisted. On 23.09.2023, Complainant again raised a ticket bearing no. 2014447346 and again technician changed the main parts of the said laptop, but the laptop did not work properly. On 04.10.2023, Complainant sent an e-mail to the Opposite Party No. 1 and on 05.10.2023, he



made a written complaint through speed post but no reply was given by the Opposite Party No. 1. On 11.10.2023, again a technician of the Opposite Party No. 1 visited the place of the Complainant and took the RAM of the laptop for further inspection but Opposite Party No. 1 failed to resolve the issue of the laptop. On 12.10.2023, he sent an e-mail to know the status of his grievance and in reply Opposite Party No. 1 told that the internal team was still working. On 14.10.2023, Complainant again sent two e-mails to the Opposite Party No. 1 to know the status of the complaint but Opposite Party No. 1 did not give any reply. His case is that there was manufacturing defect in the laptop. Hence, there is deficiency of service on the part of the Opposite Parties. Complainant has prayed for Rs. 45,588/- i.e. the cost of the laptop including AMC. Complainant also prayed for Rs. 10,00,000/- towards mental harassment and Rs. 25,000/- towards litigation expenses.

2. The Opposite Party No. 1 contested the case and filed its written statement. It is stated that the allegations made by the Complainant are false. It is submitted that as per the terms of warranty, the laptop is only required to be repaired and in case the repair is not possible then the laptop can be replaced. It is stated that on 15.07.2023 after the Complainant raised the first complaint, the authorized service centre of the Opposite Party visited the place of the Complainant to address the grievance of the Complainant. The defective parts were replaced and the Complainant was satisfied. Again when the

Complainant has raised issue with the authorized service centre of the Opposite Party regarding display flickering, the authorized centre on 20.07.2023 visited the place of the Complainant to address the grievance and the parts replacement of LCD and LCD cover were resolved. It is stated that thereafter again when the ticket was raised by the Complainant the technician team of the Opposite Party informed that the battery was out of warranty. Complainant made a complaint with the authorized service centre on 23.09.2023 for blank screen of his laptop. The authorized service centre visited the place of the Complainant but the issue was not resolved and the grievance of the Complainant was kept on hold. Thereafter, the service engineer visited the Complainant and resolved the issue. Motherboard replacement was also done on 27.09.2023. Again on 10.10.2023 on the complaint of the Complainant the service engineer of the Opposite Party visited the place of the Complainant to address the grievance, there the service engineer collected the RAM and checked in at the service centre. The Complainant did not agree for taking the RAM to the service centre and the issue could not be resolved. It is stated that the Opposite Party has rectified all the defects whenever the Complainant has reported the same free of cost. It is prayed that the complaint may be dismissed.

[Signature]

[Signature]

Despite service of notice, none has appeared on behalf of the Opposite Party No. 2 to contest the case. Therefore, the right to file the written statement on behalf of the Opposite Party No. 2 was closed vide order dated 20.05.2024.

4. The Complainant filed rejoinder to the written statement of Opposite Party No. 1, wherein, the Complainant has denied the pleas raised by the Opposite Party No. 1 and has reiterated the assertion made in the complaint.
5. To support his case, the Complainant has filed his affidavit, wherein, he has supported his case as mentioned in the complaint.
6. In order to prove their case Opposite Party No. 1 has filed affidavit of Maitrayee Sanyal, wherein the averments made in the written statement of Opposite Party No. 1 have been supported.
7. We have heard the Ld. Counsels for the Complainant and Opposite Party No. 1. We have also perused the file and written arguments filed by the Complainant and Opposite Party No. 1. The case of the Complainant is that he has purchased one laptop which is manufactured by the Opposite Party No. 1. He has purchased the said laptop on 13.10.2020 for a sum of Rs. 44,089/-. The laptop was having warranty of one year and the Complainant purchased extended warranty from the Opposite Party for the period from 13.10.2020 to 12.10.2023 by paying additional amount of Rs. 1,499/- to the Opposite Party. The warranty covered free of cost repair facility and on site repair service. The case of the Complainant is that from the very beginning, the laptop was giving

problems and the Complainant was not able to work upon the said laptop. The case of the Opposite Party No. 1 is that whenever the Complainant made a complaint, his complaint was resolved by replacement of parts and by doing other service repair.

8. The case of the Complainant is that the laptop is having manufacturing defect.

The burden to prove that there is a manufacturing defect in the product lies upon the Complainant. In the present case, it is admitted fact that after the purchase of the laptop there was problems several times in the functioning of the laptop. Admittedly, the Opposite Party has replaced parts of the laptop various times. In our considered opinion, when a new product goes out of order several times within warranty period, itself is sufficient to show that there is some manufacturing defect in the product.

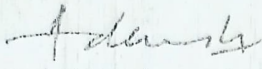
9. In view of the above discussion, the complaint is allowed. Keeping in view, the Complainant has used the laptop in question for more than two years without any problem, so Opposite Party No. 1 is directed to pay an amount of Rs. 25,000/- to the Complainant along with interest @ 9 % p.a. from the date of filing the complaint till recovery. The Opposite Party^{No. 1} is also directed to pay an amount of Rs. 10,000/- towards mental harassment and Rs. 10,000/- towards litigation expenses to the Complainant along with interest @ 9 % p.a. from the date of this order till recovery.

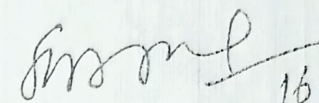


Order announced on 16.10.2025.

Copy of this order be given to the parties free of cost

File be consigned to Record Room.


(Adarsh Nain) 16.10.25
(Member)


(Surinder Kumar Sharma) 16.10.25
(President)



CERTIFIED TRUE COPY
28/10/2025
READER
Distt. Commission (N.E.)

