

IN THE CONSUMER DISPUTES REDRESSAL COMMISSION, ALAPPUZHA

Friday the 26th day of September 2025.

Filed on 08.08.2024

Present

1. Smt.P.R.Sholy, B.A.L, LLB (President in Charge)
2. Smt C.K.Lekhamma . B.A. LLB (Member)

In

DC/554/CC No.358/2024

between



<u>Complainant:-</u>	<u>Opposite parties:-</u>
Smt.Vani S Prasad W/o Jayasankar Sankaran Namboothiri Neelamana Malhar Kunnam P.O., Alappuzha (Adv.Azhar Ahammed)	<p>1.Apple India Pvt.Ltd. Repd.by Manager 19th floor, Concorde Tower C UB city, No.24, Vittal Mallya Road, Bangalore-560001 (Adv.Sreedevi S)</p> <p>2.Ample Technologies Pvt.Ltd. Rep.by Manager 1st floor, Erakkathil Building Vadavathoor, Vijayapuram Kottayam-686010 (Adv.P.Jayabal Menon & I.B Suseel)</p> <p>3.Raviz Digital Hub Rep. by Proprietor HAK Arcade, Puthiyidam Kayamkulam-690502 (Exparte)</p>

ORDER

SMT. C.K. LEKHAMMA (MEMBER)

Complaint filed u/s 35 of the Consumer Protection Act, 2019.

Brief facts of the complainant's case are that:

The complainant is an Ayurveda doctor. On 24.11.2023, she purchased an iPhone 13 (128 GB), Serial No. XQ44K49GH9, IMEI No. 356417997412685, manufactured by Apple India Pvt. Ltd. (1st opposite party), from the retail shop of the 3rd opposite party;

by paying a sum of ₹53,499/-. A one-year warranty was provided by the 1st opposite party.

Within six months, the battery performance had drastically reduced. Even without using the phone, the battery was draining. Additionally, the phone began to overheat just a few minutes after use. On 22.05.2024, the phone suddenly turned off despite showing a 50% charge. Upon physical inspection, the battery was found to be bulging, and the phone felt heavier than usual.

On 24.05.2024, the complainant entrusted the product to the 2nd opposite party's service centre in Kottayam. The device was submitted due to weak battery performance and a bulging battery. After inspection, the service centre confirmed the bulging battery and observed that the screen had detached from the body as a result. The complainant was requested to leave the phone for service, and the estimated time for battery replacement was one week. Accordingly, she entrusted the device at the Thiruvalla store, where some urgent contacts were transferred to her old phone.

On 29.05.2024, the complainant again addressed the issue by email, requesting repair under warranty. However, there was no favourable response from the 1st and 2nd opposite parties. On 06.06.2024, she received an email with Ticket No. SEBKT6B1046DMX, containing a quotation of ₹50,906/- for service charges. The diagnostic details also stated the device was ineligible for warranty.

The complainant submits that she has been unable to use the phone due to weak performance and the bulging battery, which also poses a risk to her and her family, including the danger of explosion. Having invested ₹53,499/-, she has been deprived of the basic privilege of owning a functional phone. She has also missed treatment updates, causing significant professional and personal hardship. A complaint was lodged with the National Consumer Helpline, but the opposite party denied free service, and the complaint was closed. Thereafter, she approached this Commission seeking the following reliefs:

1. To direct the opposite parties to refund the price of the iPhone, i.e. ₹53,499/- along with interest.

2. To direct the opposite parties to pay compensation for deficiency in service and the costs of the proceedings.

2. Version of the 1st opposite party:-

The complaint is not maintainable in law or on the facts. The 1st opposite party is engaged in the business of selling and servicing Apple-branded products, which include iPhones, iPads and Mac Books, through independent resellers and service providers. All transactions are on a principal-to-principal basis, and the 1st opposite party has no control over the liabilities or obligations of these independent resellers or service providers.

Apple products undergo strict quality tests to ensure they meet high industry standards. On 25.05.2024, the complainant approached the 2nd opposite party with the complaint of a bulged battery. A job sheet was issued to the complainant on the same day. On inspection, opposite party No.2 found the display detached due to the bulged battery, and also a dent and a crack on the bottom enclosure. This, according to opposite party No.1, amounts to accidental and cosmetic damage, not covered under Apple's one-year limited warranty. Further, the battery is a consumable part and does not fall under warranty coverage.

Photographs taken by opposite party No.2 showed the detached display and the dent. Since cosmetic and accidental damage is excluded from warranty, the device was declared non-repairable under warranty. The complainant was offered an out-of-warranty replacement for ₹50,906/-.

The complainant, however, insisted on free service, which was not permissible. Opposite party No.1 contends that the complaint has been filed with mala fide intent to extort money, and is liable to be dismissed.

3. Version of the 2nd opposite party:-

The complainant submitted her iPhone 13 on 24.05.2024, citing weak battery performance and a battery bulge. Within six months of purchase, she had experienced heating and draining issues. Inspection confirmed the bulging battery and detached display. On 25.05.2024, a Repair Acceptance Form was generated.



On 26.06.2024, the complainant was sent a quotation of ₹50,906/- under Ticket No. SEBKT6B104DMX. On 23.07.2024, a service report stated that the phone failed visual inspection and was ineligible for warranty service. Opposite party No.2 suggested replacement of the device as per Apple guidelines.

Opposite party No.2 contends that all actions were in line with company requirements, and therefore, no deficiency in service can be attributed. The relief sought is ill-motivated and without basis.

4. Points that arise for consideration

1. Whether the complainant is entitled to a refund of the price of the product in question?
2. Whether the opposite parties committed deficiency in service?
3. Reliefs and costs?

5. The complainant was examined as Pw1, and documents were marked as Exts. A1 to A3. Ext. A4 was marked subject to objection. The Expert Commissioner was examined as Pw2, and the report was marked as Ext. C1. Opposite party No.1 adduced documentary evidence, and Exts.B1 & B2 were marked. Opposite party No.2 did not adduce evidence. Despite the receipt of notice 3rd opposite party remained absent on 30.08.2024 and proceeded against exparte. Notes of argument were filed by the complainant and opposite party No.1. Both parties were heard.

6. Point Nos. 1&2

Ext. A1 is the invoice, dated. 24.11.2023 of the disputed iPhone. As per Ext. A1, the complainant paid Rs. 53499/- as the price of the product. Ext. A2 is the report of diagnosis and the estimate for repair expenses of the phone issued by iCare. It seems that the estimated amount for the repair cost is Rs 50,906/-. Ext. A3 is an image of the name board of the complainant, which indicates that she is an Ayurveda Medical Practitioner, mentioning her qualifications and consulting time.

Admittedly, the disputed mobile phone was damaged due to a battery bulge. It is not in dispute that the said issue occurred within six months after purchasing the same. The learned counsel for the complainant argued that the defect occurred within the warranty period since the 1st opposite party, the manufacturer of the iPhone, provides a one-year

warranty. The subject mobile phone was submitted to the 2nd opposite party, the authorised service centre of the 1st opposite party, for repair. But the 2nd opposite party demanded the repairing expenses and issued an Ext. A2. According to the Ext.A2 report, their proposed resolution is that the gadget needs to be replaced. The counsel for the 1st opposite party argued that as per the inspection report, Ext. A2, cosmetic damage was found, and it is clearly mentioned in their version that there is a dent and crack on the bottom left enclosure, the warranty doesn't cover cosmetic and accidental damage. The battery performance on any electronic device depends on how they are used and charged properly. The battery is a consumable part in the iPhone, so it is not covered under the one-year warranty provided by the 1st opposite party. Further pointed out the relevant portion of the warranty conditions:

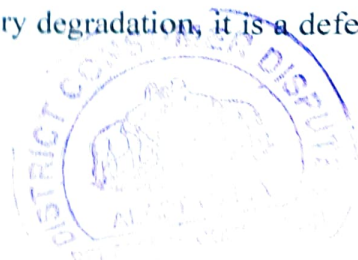
"This warranty does not apply: (a) to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship; (b) to cosmetic damage, including but not limited to scratches, dents and broken plastic on ports unless failure has occurred due to a defect in materials or workmanship;

(d) to damage caused by accident, abuse, misuse, fire, liquid contact, earthquake or other external cause;

The counsel for the complainant pointed out that the 1st opposite party relies on their warranty clause which states that:

" This warranty does not apply to consumable parts, such as batteries or protective coatings that are designed to diminish over time, unless failure has occurred due to a defect in materials or workmanship ".

Further, argued that the said clause clearly provides an exception that the consumable parts, like batteries, are covered if the failure is due to a manufacturing defect. In this case, the battery swelled abnormally, and the failure occurred within 6 months, the display was detached from the enclosure. It is discussed in the notes of arguments by the complainant that this is not normal battery degradation, it is a defect in

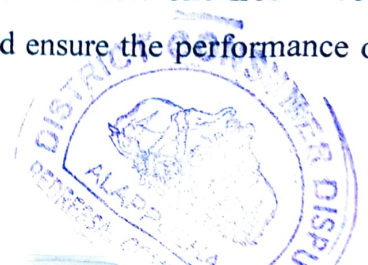


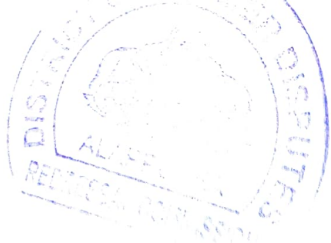
material or workmanship. Therefore, the exclusion clause is applicable in this case and hence the opposite party cannot deny warranty coverage.

Ext. C1 is the report of an Expert Commissioner, he is a qualified and experienced mobile phone technician who was examined as Pw2. Inspection was conducted in the presence of the complainant and the representative of the 2nd opposite party. During cross-examination of Pw2, who deposed that "battery യ്ക്ക് manufacturing defect ഉണ്ടെങ്കിൽ ആദ്യ ഉപയോഗത്തിൽ തന്നെ അറിയില്ലേ (Q) ഇല്ല, (A) പിന്നെ എപ്പോൾ അറിയാൻ സാധിക്കും (Q) ഫോൺ ഉപയോഗിച്ച് കുറച്ച് നാൾ കഴിഞ്ഞേ അറിയൂ (A) ടി കംപ്ലൈന്റ് ഉണ്ടെങ്കിൽ ചാർജ്ജ് നിൽക്കില്ല. ഫോൺ പരിശോധിച്ചപ്പോൾ dent ഉള്ളതിനാൽ screen detached ആയിരുന്നു എന്നു പറയുന്നു (Q) ശരിയല്ല, battery bulging കാരണം ആണ് screen detached ആയത് (A) ബാറ്ററിയിൽ ഉണ്ടായ തകരാർ manufacturing defect മൂലം ആണെന്ന് റിപ്പോർട്ട് ചെയ്തത് എന്തടിസ്ഥാനത്തിൽ ആണ് (Q) battery bulge ആകുന്നു എങ്കിൽ ഒന്നെങ്കിൽ mother board ൽ shot ഉണ്ടാവണം അല്ല എങ്കിൽ battery യുടെ manufacturing defect ആകും കാരണം (A) IAT method ഉപയോഗിച്ച് battery health diagnosis നടത്തി". Further, deposed in re-examination that "എന്താണ് battery health diagnosis (Q) അത് Iphone ന്റെ battery check ചെയ്യുന്നതിന് മാത്രം ഉപയോഗിക്കുന്ന method ആണ്. അത് battery disconnect ചെയ്ത് JCID tool ൽ connect ചെയ്ത് അതിൽ battery health ഉം percentage ഉം മനസ്സിലാക്കാൻ കഴിയും. അങ്ങനെ പരിശോധിച്ചപ്പോൾ battery health weak ആയിരുന്നു". On a perusal of Ext. C1 report, it is revealed that the battery of the mobile phone bulged and was seen sticking out of the screen. It is reported that when the voltage of the battery was checked, it was found that the same is defective and the mobile phone is working when it is connected to another power supply. There is no physical damage found inside the gadget, and the dent found on the phone is not affecting battery performance, voltage or a board short. Further, it was reported that after examining the size and extent of the dent, it was determined that the dent did not cause any damage to the internal part of the gadget. Hence, it can be said that the dent found on the phone is not at all affecting the battery. Furthermore, the defect found on the phone is not caused by the mishandling or misuse of the same. Therefore, the opinion of Pw2 is

that the battery of the subject product suffers from manufacturing defects. According to the commissioner, if the phone is working properly replacement of the battery is necessary. It is pertinent to note that the testimony of Pw2 and Ext.C1 proved that the defect of the gadget is due to the manufacturing defect of the battery. Moreover, the technician of the opposite parties, who conducted the inspection and prepared the report, abstained from entering the witness box, which would give rise to an inference adverse to the opposite parties.

It is pertinent to note that the learned counsel for the complainant pointed out that the party cannot deny warranty benefits to the complainant based on the warranty clause since the very same clause admits coverage in cases of manufacturing defects. In the above reasons, it can be concluded that the defects found on the subject product are of a defect in material or workmanship as mentioned in the exclusion clause of the Warranty Condition, and therefore, the 1st opposite party cannot deny warranty coverage based on the clause highlighted in their warranty conditions. In the above circumstances, the following decision mentioned in the notes of arguments by the 1st opposite party is relevant in **Nissan Motor India Pvt.Ltd and Others vs. Giraj Kishore Basaland Ors (20.9.2016-NCDRC)** in which it is so held that *"the warranty is clearly not for the total replacement of the vehicle, but extends only to replacement of various components and parts as well as to labour charges in rectifying problems. The complainant was definitely entitled to the replacement of the engine, which the company had already offered. As all other parts of the vehicle were not giving complaints, there does not seem to be any justification for total replacement of the vehicle when the vehicle has run for more than 50,000 Km. This is more so in the circumstances of the case, when the complainant did not accept the offer for replacement of the engine, and also did not contact the dealer for further repairs of the vehicle when the vehicle was still giving trouble, as per the version of the complainant"*. As per Ext. C1 report that the defect is found only in the battery. In light of the aforementioned findings, we are of the considered view that the 1st opposite party is liable to replace the battery of the disputed gadget with a new one free of cost and also provide a fresh warranty for another six months and ensure the performance of





the gadget. Further, it is found that the 2nd opposite party, the authorised service centre of the manufacturer, was not ready to service the gadget since the reason stated that not eligible for warranty repairs. It seems that without any proper examination of the gadget the opposite parties denied free service. We have already found that the battery of the disputed product suffered a manufacturing defect. Therefore, the 1st and 2nd opposite parties, are bound to repair or replace the battery under warranty. But they didn't do so. Thus, the violation of the warranty obligation amounts to a deficiency in service. It is to be noted that the second opposite party is the authorised service centre of the 1st opposite party. Therefore, the first opposite party is liable to pay compensation for deficiency in service on their behalf and on behalf of the second opposite party. For fixing the compensation, we have to consider the grievances of the complainant. It seems that the complainant purchased an expensive product of a reputable company with an expectation of quality performance since the complainant is an Ayurvedic doctor, so she needs a hassle-free mobile phone in connection with her daily practices. Unfortunately, the product was found defective within 6 months after the purchase. Though she approached the opposite party for warranty repairs, they didn't address her grievances properly. This point is mentioned in the notes of the arguments on the complainant's part. We are of the opinion that the above points have to be considered for the conclusion of compensation.

Further, it is noted that the 3rd opposite party is the dealer of the said iPhone. The dealer has an obligation to a consumer regarding warranty benefits, especially concerning services and repairs. The complainant has no case because she approached the dealer for repairs or with any complaints. In the absence of any pleadings or evidence against the 3rd opposite party, we are exonerating the third opposite party from the liability.

7. Point. No. 3

In the result, the complaint stands allowed in part and direct as follows:

1. The 1st opposite party shall replace the battery of the disputed iPhone free of cost and provide a fresh warranty for six months and also ensure the performance of the gadget, failing which, replace the disputed iPhone with a fresh piece with a new warranty

and if any amount exceeding the actual cost of the gadget the complainant shall meet that amount. In that event, the complainant shall entrust the disputed gadget to the 2nd opposite party within one week from the date of acceptance of the order from the Commission.

2. The 1st opposite party shall pay to the complainant Rs. 45,000/- (Fourty five thousand only) as compensation for deficiency in service, failing which said amount shall carry interest @ 9% per annum from the date of the complaint, 8.8.2024 till realisation.

3. The 1st opposite party shall also pay Rs.5,000/- (Five thousand only) as the cost of litigation.

The order shall be complied with within one month from the date of receipt of copy of this order.

Dictated to the Confidential Assistant, transcribed by her corrected by me and pronounced in open Commission on this the 26th day of September 2025.

Sd/-Smt. C.K.Lekhamma(Member)
Sd/-Smt. P.R. Sholy (President in Charge)

Appendix:-Evidence of the complainant:-

PW1	-	Smt.Vani S Prasad (Complainant)
PW2	-	Sri.Athulraj O.R (Witness)
Ext.A1	-	Copy of invoice dtd.24.11.2023
Ext.A2	-	Mail sent by the 2 nd opposite party estimation
Ext.A3	-	Photocopy of Name board of the complainant
Ext.A4	-	Copy of consulting patients details
Ext.C1	-	Commission report

Evidence of the opposite parties:

Ext.B1	-	Photos of mobile phone
Ext.B2	-	Copy of service report

//True Copy //

To

Complainant/Oppo. party/S.F.

Consumer Disputes Redressal Commission

Alappuzha

Free Certified Copy

Serial No. of the Application.....

Date of Receipt of Application.....

Name of the Applicant.....

Date of Disposal..... 26/9/25

Date of Preparation of Copy..... 4/10/25

Date of Dispatch of Order.....

By Hand..... 6/10/25

By Post.....

Typed by Sa:-

Compared by -

4/10/25

Asst. Registrar
CDRC Alappuzha

