
(2004) 07 NCDRC CK 0090

In the National Consumer Disputes Redressal Commission

UNIQUE ELECTRONICS

APPELLANT

Vs

JIWAN DASS

RESPONDENT

Date of Decision : 15-07-2004

Acts Referred:

Citation : 2005 1 CLT 660 : 2005 1 CPJ 278

Hon'ble Judges : K.K.Srivastava , MajGenS.P.Kapoor , Devinderjit Dhatt J.

Final Decision : Appeal dismissed

Judgement

1. THIS appeal has been filed against impugned judgment and order dated 12.2.2004 passed by District Consumer Disputes Redressal Forum-II, U.T., Chandigarh [for short hereinafter referred to as the District Forum] in Complaint Case No. 1392 of 2001.

2. THE respondent/complainant Shri Jiwan Dass purchased BPL colour TV model FCR 21 from the appellant/O.P.-Unique Electronics, SCO No. 365-66, Sector 35-B, Chandigarh on 31.12.1999 and paid its price of Rs. 12,340/-. THE said TV set developed serious defects and the matter was brought to the notice of the appellant and also to the notice of the manufacturer who replaced the same with a new TV, which was valued at Rs. 8,622/-. THERE was thus a difference of Rs. 3,718/- between the price of the earlier TV and the TV replaced by the company. THE complainant approached the appellant a number of time for payment of the difference amount of Rs. 3,718/- but the same was not paid to him. He filed the complaint and claimed the excess amount to be refunded to him. The O.P. who is appellant before us appeared before the District Forum and filed written reply wherein a stand was taken that the amount of Rs. 12,340/- including other charges such as sales tax, excise duty etc., which were not charged by the company while replacing the earlier defective TV with a defective free new TV of BPL. It was also contended that as a matter of fact, the model which was purchased by the complainant from the appellant was the same being FCR 21 and the same model of defect free TV was replaced by the company. The company while charging Rs. 6,822/- did not include in it the amounts of sales

tax, excise duty etc., which had earlier been already charged from the respondent/complainant.

The complainant, on the other hand, alleged that the model of the first TV was different and distinct from the mode of the TV, which was replaced by the company and that is why there was difference in the prices of the two TV sets.

3. THE District Forum accepted the version of the complainant and allowed the complaint and directed the O.Ps. to refund a sum of Rs. 3,717.69 with interest @ 6% per annum w.e.f. 14.3.2000 and also awarded Rs. 500/- as costs of litigation. The O.P. felt aggrieved by the impugned judgment and order of the District Forum and has filed this appeal. The respondent/complainant put in appearance in person. The record of the complaint case was summoned.

4. WE have heard Mr. P.M. Goyal, Advocate for the appellant and the respondent/complainant in person and we have carefully perused the impugned order and the record of the case. The complainant/respondent placed before the District Forum besides his affidavit, the photocopies of the documents relating to the sale transaction in respect of the BPL TV. He filed certificate of warranty which shows the date of purchase as 31.12.1999; cash memo issued by the appellant-Unique Electronics in the name of the respondent Shri Jiwan Dass showing that BPL Colour TV Model FCR 21" with remote valued at Rs. 12,340/-, which is mentioned in the column of "Rate" with Invoice No. 10332 showing the total amount charged from the complainant as Rs. 12,340/-. There is an endorsement at the foot of the two columns pertaining to "Chassis No." and "qnty." reading "Sales Tax Prepaid/Inclusive". The cash receipt, however, did not specifically mentioned about the amount of sales tax recovered from the complainant. On the other hand, the price of the BL Colour TV Model FCR 21" is mentioned as Rs. 12,340/- in the column of "Rate" and the same amount is mentioned as the amount eventually charged from the complainant. The photocopy of the document vide which the TV was replaced has also been placed on record along with certificate of warranty showing the value of the said CFCR18CAI as Rs. 8,622.31 below which the following number is given: "6MER1296000075285" which is also mentioned in the certificate of warranty against the column of "Date of Purchase" reading "6MER1296000075285" connecting the certificate of warranty with the TV replaced by the company. As against these documents, which showed categorically the difference in the prices of the TV earlier purchased and the TV replaced by the company, the appellant placed on record a document issued by the BPL Limited addressed to Unique Electronics relating to the "Godown : Chandigarh Main" - "Invoice cum Challan No. 2438 Date-NOV-99" vide "Order No. 1949" showing "BPL COLOUR TELEVISION (2 IN QUANTITY), MODEL - FCR18CAI. CD 3% (-640.00), EXCISE (2816.00), FREIGHT (100.00). LST (2060.00). SURCHARGE (206.00)". In the column of "Rate", the amount mentioned is Rs. 9,213.00. It has been sought to be connected with the first TV sold to the complainant/respondent, which, however, could not be validly connected. There is no other document showing Invoice cum Challan No. 2502

dated 22.11.1999 vide order No. 2013 showing the rate of BPL Colour TV as Rs. 9,213/-.

5. THERE is yet another invoice cum challan issued by BPL Company showing the rates of four colour TVs out of which the rate of BPL Colour TV Model FCR18CAI has been mentioned as Rs. 9,213.00. These documents, however, do not specifically refer about the TV set purchased by the complainant. The District Forum after examining the evidence placed on record held that the two TV sets were different and distinct and there was a difference of Rs. 3,717.69 between the prices of the TV purchased by the complainant and the TV replaced by the company. The appellant was deficient in rendering service in not refunding to the complainant the excess amount of Rs. 3,717.69, which were ordered to be refunded with interest @ 6% per annum w.e.f. 14.3.2000 till payment.

6. WE find that the impugned order is based on the evidence on record and there is no infirmity in the impugned order. The appeal is devoid of merit and is dismissed with costs, which are quantified at Rs. 250/-. The order of the District Forum be now complied with and payment be made to the respondent/complainant within a period of one month from the date of receipt of certified copy of this order. Copies of this order be sent to the parties free of charge. Appeal dismissed.