

# Harsha & Co.

(Solicitors & Advocates)

29/2 2<sup>nd</sup> Floor G K Manor Nehru Circle Seshadripuram Bangalore- 560 020 2334 7715

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REF/HP/RN/71/2011

Mr. Rahul Amaram



15<sup>th</sup> July 2011

Dear Sir,

Under instructions from M/s. Hewlett-Packard India Sales Private Ltd, having registered office at No. 24, Salarpuria Arena, Hosur Main Road, Adugodi, Hosur Main Road, Adugodi, Bangalore - 560 030 the following reply is issued to you.

1. Your notice addressed to our client is placed in our hand with due instructs to reply as hereunder.
2. That our client instructs us to state the averments made stating that you on 14.08.2008 purchased a HP photo smart C6388, bearing product no. MY9349D01D from Arun Computers, Secunderabad are not within the knowledge of our client. It is stated that the printer carries warranty for a period of one year from the date of purchase as such from the date of purchase mentioned in the notice the same is out of the warranty period.
3. Our client further instructs us to state that it is a Company incorporated under the Indian Companies Act 1956 and is engaged in several business ventures, one such, being manufacturing Printers, Personal Computers, Laptops etc,. It supplies the products in the market for sale through

*L. S. H. E*

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wholesalers who further sell it to retailers. On commercial terms of sale, our client as a Company has no privity of contract with retailer/s and has no control over their business activities.

4. That our client i.e Hewlett Packard India Sales Pvt. Ltd. is a customer friendly company and if customer has any genuine complaint the company has no problem in redressing the same. The company has an efficient Complaint Redressal Department and Customer Care Centers with 24 hours toll free numbers and on verifying customer care data base, based on serial no. of product purchased by you in the present case, it was found that you had lodged complaints to the customer care centre/service centre of our clients i.e vide service ticket No. 8038823475 and No. 8041281812 on 19.05.2010 and 04.08.2010 respectively complaining regarding high ink consumption which was attended and on inspection by the service person of our client it was found that the issue was of "carriage getting stuck" as such the same was resolved by replacing the printer with a new printer with cartridges under ININ-627-2329378 on 8<sup>th</sup>, Aug 2010. That again on 18.09.2011, you sent a email to [esc.helpdesk@hp.com](mailto:esc.helpdesk@hp.com) to which Ms. Nalini Anand responded to complaint no. 7501638295 and closed the complaint.

5. Our client instructs us to state that the products manufactured by it are of good quality and the service network of our client extends prompt service to its customers throughout India and that there are no known issues with the printers of this particular model or there is inherent

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defect as alleged by you as such, the averments stating that you had done a google for "HP low ink usage" showing other customer owning photosmart C 6380 facing a similar problem are denied. Our clients further instruct us to state that the products manufactured by it are of good quality and the service network of our client extends prompt service to its customers throughout India and that as and when you had approached our client or its service center with issues in the printer, the same were attended to promptly and the issues were resolved and that now the printer purchased by you is out of warranty period any service/repairs after the warranty period would be possible only on chargeable basis but you are expecting the printer to be replaced which is not permissible under the terms and conditions of the warranty policy of our client. In view of the afore stated statements it is clear that the issues in the printer were resolved by replacing the printer with new one with cartridges as such there is no deficiency in service or unfair trade practice on the part of our client as such you are not entitled for the claims as claimed in the notice.

6. Our client instructs us to state that as there are no known issues with the printers of this particular model, our client's are ready to rectify/repair/service the laptop on chargeable basis as the warranty of printer has expired and your client is at liberty to approach our client/customer care centre or authorized service centre and get the issues (if any) in the printer resolved as per the terms of the warranty policy of our client. Under these circumstances you are requested to approach our

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client or any of its service centre/customer care centre and get the issues (if any) in the printer resolved on chargeable basis and as per the terms of the warranty. As such you are not entitled for the refund the cost of the printer with interest or for any costs as claimed in the notice under reply.

7. Rest of the allegation in your notice contrary to this reply and are hereby denied as they are not correct. Our client is a reputed manufacturer of computers and technical requirements and only after proper quality control and testing, the units are rolled out for sale in the open market and the scope for defective pieces are very rare. Bearing in mind that as and when you had approached our client or its service center with issues in the printer, the same were attended to promptly and the issues were resolved. You are requested desist from going through court of law for this matter and you are liberty to approach our client or any of the authorized service centers and get the issues (if any) rectified on trade basis.

8. Rest of the allegation in your notice contrary to this reply and are hereby denied as they are not correct. Our client is a reputed manufacturer of printers, computers and technical requirements and only after proper quality control and testing, the units are rolled out for sale in the open market and the scope for defective pieces are very rare. From the above stated, it is obvious that our client acted in a reasonable manner and attended to your grievance every time you approached our client with a problem.





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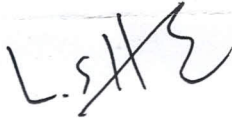
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In view of what is stated above, our client trusts that you would desist from initiating any legal action as threatened in the Notice under reply, failing which our client will be constrained to defend the same at the risks and as to cost and consequences of yours thereof.

Thanking You,

Yours Faithfully,

A handwritten signature in black ink, appearing to read 'L.S. Harsha Kumar', with a stylized flourish at the end.

Adv. L.S. Harsha Kumar  
For Harsha & Co.  
Bangalore