

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
FORUM -II, HYDERABAD**

Present

Sri T.Simhachalam, B.Com.,B. L.,
Smt. P.Kasthuri, B.Com., LL.M.,

... President
... Member

Friday, the 15th day of February, 2013

Consumer Case No. 759/2011

Between

Mr.Rahul Amaram,

And

1. Managing Director,
Hewlett-Packard India Sales Pvt.Ltd, 24,
Salarpuria Arena, Adugodi, Hosur Road,
Bangalore -560 030
2. Arun Computers, 29,30,43 &44, Chenoy Trade Centre
Shop# 116, Ground Floor,
Parklane, Secunderabad-500 003

Complainant



.....Opposite parties

This case coming on 05-12-2012 for final hearing before this Forum in the presence of Complainant (Party in person) M/s.M.V.R.Suresh & Associates, Advocates for the opposite party No.1, opposite party No.2 called absent and having stood over till this day for consideration, this Forum pronounced the following:-

ORDER

(By Smt. P. Kasthuri, Hon'ble Member on behalf of the bench)

The above complaint is filed on behalf of the complainant under Section 12 of C.P. Act of 1986 requesting this Forum to direct the opposite parties for the following reliefs:

To direct the opposite party No.1

1.Refund the complainant the full amount of the product (Rs.12,500/) with interest (Rs.2250) = 14,750/-

2 Pay a sum of Rs.10,000 towards the physical strain and mental agony suffered by the complainant (compensation) and pay Rs.1,000/- towards

1. Replace the printer with a different model which is reputed consuming low ink and has similar features as the printer owned by the complainant currently (such as HP K510 or K209)
2. Give a 6 months warranty on the replaced printer to ensure that it is free of defects
3. Refund of the difference in the costs of the new printer and old printer or equivalent sets of cartridges.

1. The brief facts of the case runs thus :- The complainant contended that he purchased a HP Photosmart C6388 Printer from opposite parties on 14th August, 2009 for Rs.12,500/- and that it carried warranty for a period of 1 year. In March, 2010 the complainant purchased a new set of Ink Cartridges but, within a period of two months, he found the cartridges empty after printing only about 100 pages. Whereas the average yield of cartridges was about 250-300 pages. The complainant observing that there is some problem either with the Cartridges or the Printer he, got replaced the exhausted Cartridges with a new set of ink Cartridges which were again found to be empty after printing only a small number of pages. With this he got confirmed that the problem was with the printer and not with cartridges. On 4th August he informed about the said problem to the opposite parties and the opposite parties had replaced a new printer vide serial No.MY96N9F1M1 but unfortunately, even in the new printer, the problem of high consumption persisted. The complainant informed the same to the opposite party, the opposite parties insisted for submission of invoice but even after submission of invoice, they failed to respond. The complainant sent several Emails and made more than 20 phone calls to opposite party No.1 between 19th May, 2010 to 8th March, 2011 for resolution of the problem, but the opposite parties have not responded. The complainant further avers that though the printer was within the warranty, the opposite parties failed to rectify the problem in Printer and that they even failed to extend the warranty as assured by him. Hence, the complaint.

2. Version of the opposite party No.1 in brief: The opposite party No.2

is called absent and opposite party No.1 filed their counter stating that the

complainant has filed this baseless complaint alleging high ink

opinion in the form of evidence from a notified laboratory to prove that the subject cartridge in the printer suffers from the problem as alleged, or to establish any manufacturing defect in printer in question. The complaint in respect of manufacturing defect in printer and high ink cartridge consumption in absence of an expert report miserably fails and the instant complaint deserves to be dismissed.

The opposite party No.1 further stated that as per the instructions, given in the user's manual, which amounts to agreed terms of contract, the owner of the printer is advised to follow certain guidelines for smooth and maximum performance of the printer. In this case, there were instances of maintenance faults and operational faults noticed by the opposite party when the said printer was reported at the service center, where the complainant was advised to follow the instructions given in the user's manual for smooth and maximum performance of the printer. In the case in hand, the subject printer had a warranty of one year from the date of sale i.e. till 14-8-2011. The asserted complaints of carriage getting stuck were reported during the duration of warranty and this opposite party replaced the printer with a new one. Hence, the complaint filed by the complainant is prima facie unsustainable and therefore the question of granting any relief whatsoever to the complainant does not arise. Hence prays to dismiss the complaint.

3. In the course of enquiry, the complainant had filed evidence affidavit reiterating the averments of the complaint and got marked Ex A1 to A18.

4. After closure of the evidence, complainant filed written arguments.

Points for consideration are:

1. Whether there was deficiency in service on the part of the opposite parties as complained in the complaint?
2. Whether the complainant is entitled to reliefs as prayed for?
3. To what relief?

Points No.1&2 :- We have perused the entire record on hand. Admittedly, the complainant has purchased a HP Photo smart C6388 Printer (Serial # MY9349D01D) on August 14, 2009 from the opposite parties and the same has not worked properly for which, the complainant approached the


2010. Thereafter, the complainant alleged that the printer which was replaced also suffered with a similar problem of high consumption of ink and explained very analytically as to how the cost of each print was being very expensive to him. He raised the complaint with the opposite parties trying to resolve the issue. There were number of phone calls and email correspondence as seen under Ex.A5 to A 15 and A17 but, the opposite parties neither gave proper response nor tried to rectify the problem in the printer though, the printer was within the warranty period. As seen under Ex.A2 the printer carried warranty till 12/11/2010 and the email correspondence for rectification of defects started from 18th September, 2010 i.e it was within the warrantee period. This apart, the complainant gathered the product reviews from various customers as seen under Ex.A16 from which, it goes to show that there is some inherent defect in the product due to which, there is high consumption of ink and resultantly there were very low number of prints.

The opposite party No.1 filed an elaborate counter mainly contending that the complainant has not filed any expert opinion with regard to the manufacturing defect of the printer and quoted judgment in their favour. However, the opposite party has failed to explain and clarify as to how many prints on an average, a normal printer would give. If the said clarification was given by the opposite party, this Court would have come to correct conclusion. However, the repeated complaints on the defects and the mail correspondence between the parties establishes prima-facie that the printer was not up to the mark. The email correspondence under Ex.A5 shows that the complainant is even ready to take the low cost printer which gives more number of impressions and further informed that he was ready to forego the differential amount. However, under these circumstances, to end the litigation once for all, we consider it appropriate that the opposite parties 1&2 shall refund the amount paid by the complainant towards the purchase of the printer under Ex.A1 i.e. Rs.12,500/- along with interest @ 9%p.a. from the date of complaint till realization. Points No.1&2 are answered accordingly. .

Point No.3: In the result, the complaint of the complainant is partly

printer under Ex.A1i.e Rs.12,500/- along with interest @ 9%p.a. from the date of complaint till realization and do pay a sum of Rs. 1,000/- towards costs. Time for compliance : 40 days from the date of receipt of this order.

Dictated to Steno, transcribed and typed by her, corrected and pronounced by us on this the 15th day of February, 2013.


MEMBER


PRESIDENT

APPENDIX OF EVIDENCE

Exhibits marked on behalf of the complainant:

Ex.A1 is Tax Invoice /cash bill

ExA2 is HP Product warranty results

ExA3 is Invoice, dated 20-3-2010

ExA4 is an email copy (equipment service request No.ININ-627-2329378

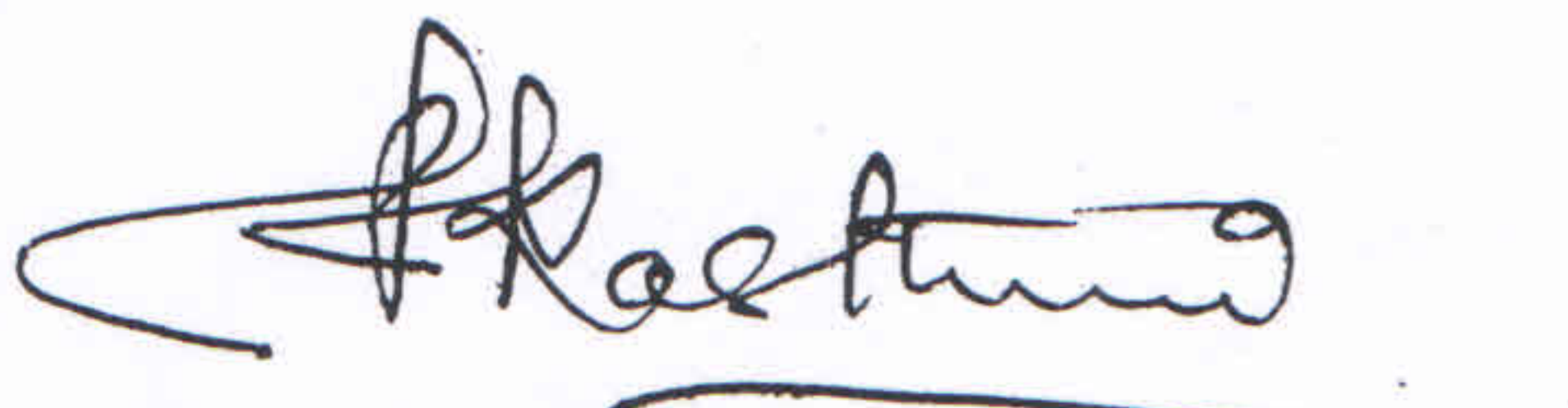
Ex.A5 & A6 are email letters dated 18th & 24th September 2010

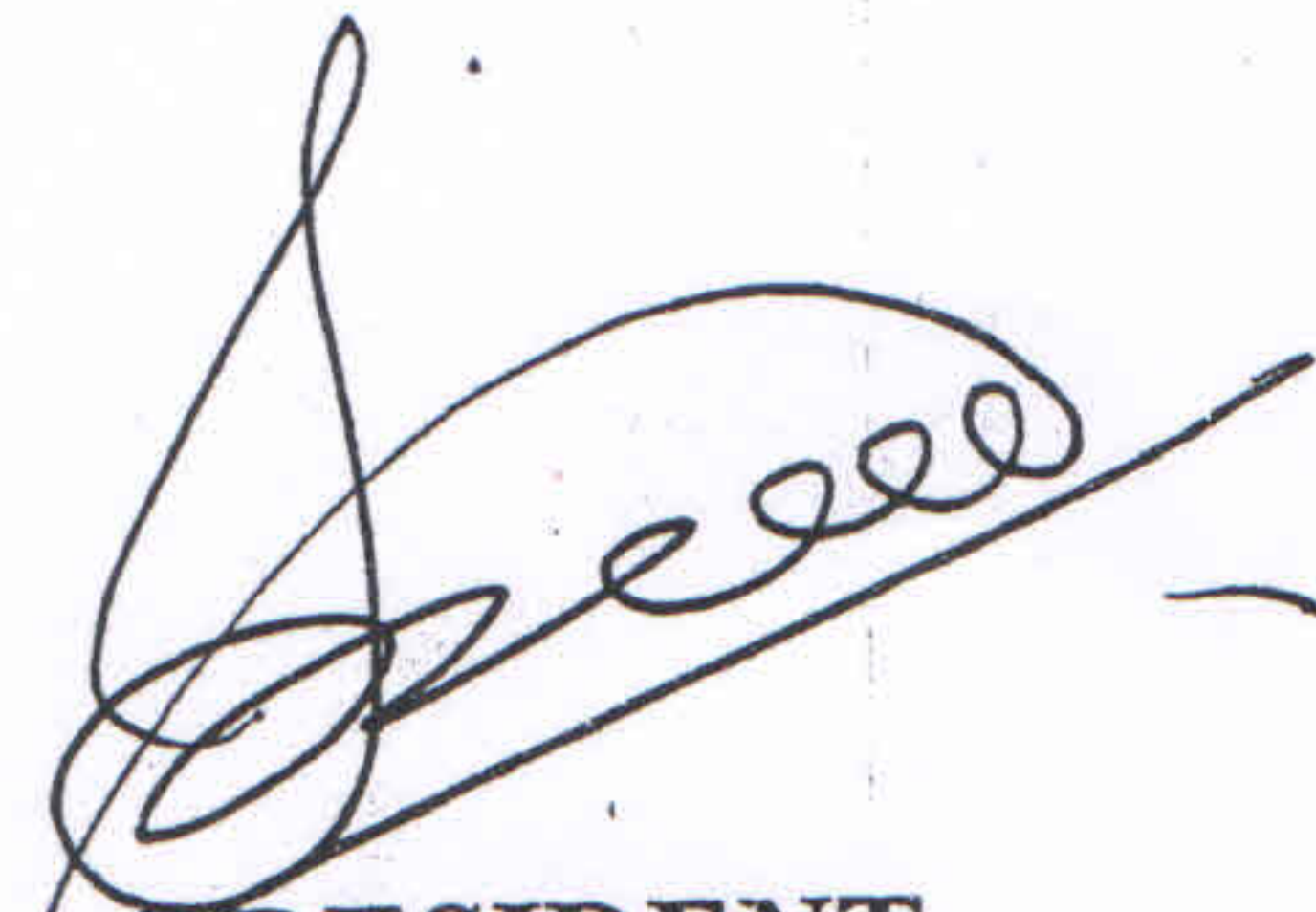
Ex.A7 to A17 are email letters

Ex.A18 HP Photo smart C6300 Series usage report

Exhibits marked on behalf of the opposite parties:

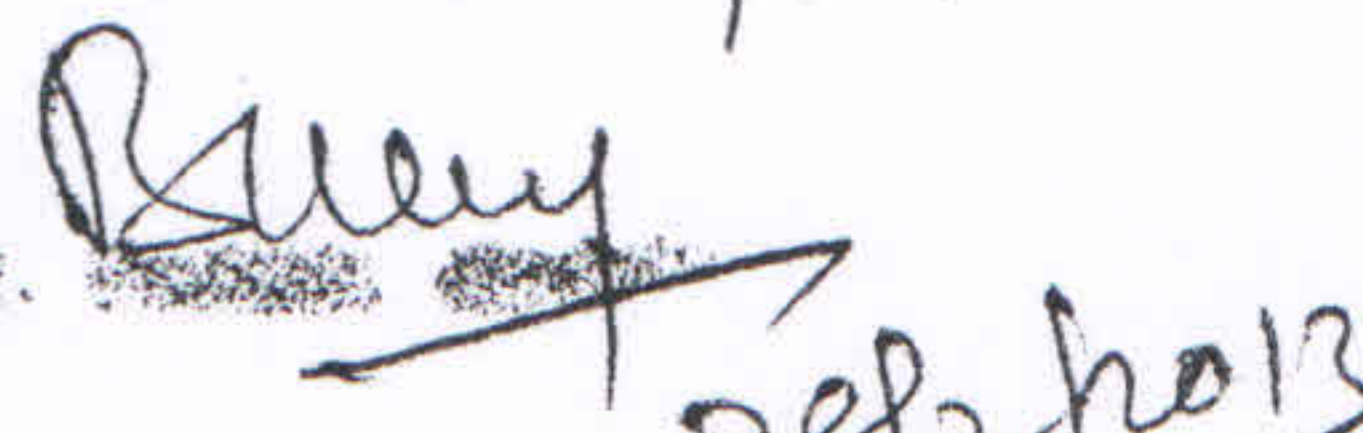
-Nil-


MEMBER


PRESIDENT



CC-NO-759/2011
DISTRICT FORUM HYDERABAD
Order Pronounced on 15/2/13
Order Made Public on 28/2/13
Order Delivered to the Complainant 28/2/13
Order Delivered to the Opp. Party 28/2/13


28/2/2013

Dis No 1289
Dt: 28/2/13