

(1999) 04 NCDRC CK 0035

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

PINKY RADIOS

APPELLANT

Vs

Raj Rani

RESPONDENT

Date of Decision: April 26, 1999

Citation: 1999 1 CPC 368 : 1999 2 CLT 596 : 1999 3 CPJ 189

Hon'ble Judges: J.B.Garg , P.K.Vasudeva J.

Final Decision: Appeal dismissed

Judgement

1. RAJ Rani purchased one Crown Brand Cozy Model Colour T.V. on 24.1.1992 for Rs. 12,300/- from the appellant. It started giving trouble and had technical defects which were noticed before expiry of the period of warranty, which was one year. On a complaint instituted by the consumer, the District Forum I ordered on 6.11.1998 that the sum of Rs. 12,300/- shall be refunded together with interest @ 12% p.a. Aggrieved against it, the present appeal has been attempted.

2. THE purchase of the T.V. set on 24.1.1992 for Rs. 12,300/- and that it was entrusted to the appellants on 8.1.1993 on account of various technical defects which were noted on a job book Annexure P2 is well-established. THE District Forum originally passed an ex parte order because the dealers did not appear in the Forum. However, the ex parte order was set aside in the interest of justice and thereafter the conduct of the appellant had been unethical. Paras 4 and 5 from the affidavit of Smt. Raj Rani - the complainant-dated 5.7.1993 are reproduced as under :

"4. That now some technical defects have crept in the television Crown Cozy, the complainant asked the opposite parties for repairs of the same, and for that

purpose on the advice of opposite party No. 1 the complainant had left the television set with the opposite party No. 2 for repairs and the opposite party No. 2 had issued a Job Book Receipt No. 1161 dated 8.1.1993 to the complainant. A photocopy of the receipt is attached herewith. 5. That the deponent had asked the opposite parties about the fate of her Television set but the opposite parties are postponing/ evading the service of the television on one pretext or the other; and hence is the present complaint."

The plea that the respondents had been writing to the complainant to come and collect the T.V. is not convincing. On the contrary, it is well established that the appellant has neither returned the repaired T.V. set nor in its un-repaired condition. The deficiency on the part of the appellant is writ large. There is no good ground for interference. It is, however, clarified that the respondent shall be entitled to interest at the rate specified by the District Forum i.e. 12% p.a. w.e.f. 6.11.1998, the date of decision of the District Forum, till realisation. The appeal is dismissed. Appeal dismissed.