

Krishna Laser And Cosmetic Pvt Ltd Vs Lumenis India Pvt Ltd

Court: NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Date of Decision: Feb. 10, 2010

Citation: 2011 2 CPJ 133

Hon'ble Judges: R.K.Batta , Vinay Kumar J.

Final Decision: Complaint dismissed.

Judgement

1. MR. Justice R.K. Batta, Presiding Member-The case of the complainant is that it is running a clinic and providing medical laser treatment and

cosmetic surgery. The complainant purchased laser machine for a sum of US \$ 1,15,900.00 for which a loan of Rs. 50,00,000 was sanctioned by

ICICI Bank which was payable in 48 instalments. The laser machine was delivered on 10.2.2007. Since the date of the delivery of the machine

and its installation, the same is not working. The engineers of the opposite party failed to rectify the fault. The opposite party had offered to either

repair or replace the laser machine with brand new system at the earliest, but the opposite party never complied with the said offer even in spite of

letter dated 9.7.2008 of the opposite party to the complainant. Legal notice was sent to the opposite party but the laser machine was neither

repaired nor exchanged on account of which the complainant has approached this Commission. The cost of the laser machine is stated to be Rs.

86,84,285 and the total compensation claimed is Rs. 2,36,84,285 which includes a sum of Rs. 1.5 crores towards loss of business, reputation,

expenses incurred in follow-up, expenses incurred in advertisement, mental tension, agony and harassment, etc.

2. THERE is no averment in the entire complaint as to how the complainant is a "consumer" within the meaning of Section 2(1)(d) of the Consumer

Protection Act, 1986. Counsel for the complainant stated that the laser machine was purchased for better treatment of patient. In the facts and

circumstances referred to in the complaint, we are of the opinion that the laser machine was purchased by the complainant for commercial purpose

on account of which the complainant does not qualify as a "consumer" within the meaning of Section 2(1)(d) of the Consumer Protection Act,

1986. There is no averment in the complaint that the laser machine was purchased for self-employment. Even, otherwise, from the complaint, it can

be seen that the complainant had been already running clinic for Medical Laser Treatment and Cosmetic Surgery and the laser machine has been

obviously purchased for commercial purpose and not for self-employment.

3. IN view of the above, we are not inclined to entertain this complaint and the complaint is, hereby dismissed, with no order as to cost. Complaint

dismissed.