

BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, MYSORE-570023

CONSUMER COMPLAINT No.287/2024
DATED ON THIS THE 30th JANUARY 2025

- Present:** 1) Smt.A.K. Naveen Kumari.,
B.Sc., LL.M., - PRESIDENT
2) Smt.M.K. Lalitha.,
M.A., BAL, LL.B., -MEMBER
3) Sri. Maruthi Vaddar
BA., LLB., (Spl) – MEMBER

COMPLAINANT/S : Sri.Manoj Kumar,
S/o Sri.B.Ugraiah,
Aged about 37 years,
Residing at No.102,
2nd Block, 7th Main,
Jayalakshmipuram,
Mysore-570012.
(Rep.by.Adv.Sathvik
Aiyanna.M.A.,)

V/S

OPPOSITE PARTY/S : 1. The Office Head One plus
Technology India Private
Limited, UB City, 24,
Vittal Mallya Road, K G
Halli, D'souza Layout,
Ashok Nagar, Bangalore-
560001.

2. Store Manager, Eesha Communications, One Plus Authorized Service Center, No.451/5, 1st floor, Opp, RTO Circle, above Chamundi Silks, Sunnadakeri, Chamarajapuram Mohalla, Lakshmipuram, Mysore-570005.

(Exparte)

Nature of complaint	:	Deficiency in service
Date of filing of complaint	:	08.08.2024
Date of Issue notice	:	14.08.2024
Date of order	:	30.01.2025
Duration of Proceeding	:	5 MONTHS 22 DAYS

Sri.Maruthi Vaddar,
Member

1. This complaint has been initiated U/s 35 of the consumer protection Act 2019 by the complainant Manoj Kumar, R/at Jayalakshmipuram, Mysore against the opposite parties i.e., The Office Head One plus Technology India Private Limited, Ashok Nagar, Bangalore, and Store Manager, Eesha Communications, One Plus Authorized Service Center, Lakshmipuram, Mysore alleging deficiency in service praying this commission to direct the opposite party to refund the sum of Rs.40,999/- along with interest at the rate of 21% p.a. from the date of the first complaint raised to the opposite parties over

the fault in the replaced phone on April 2024 and the sum of Rs.20,000/- towards damages caused by the opposite party and a sum of Rs.50,000/- as compensation towards the mental agony and stress caused due to the deficiency in services of the opposite parties and to award cost and litigation expenses and to pass such other orders deemed fit in the circumstances of the case.

2. **The brief facts of the complaint in a nutshell is as here under:-**

It is stated in the complaint that, the opposing parties are engaged in the business of manufacturing and selling One plus Phones, distributing their products through various online platforms and designated retail outlets globally. Their extensive network ensures that One plus devices are readily available to consumers worldwide, maintaining a strong presence in both e-commerce and brick and mortar markets. The complainant purchased a One plus Phone that was sold by Darshitha Aashiyana Private Limited., which advertises and sells these devices on the Amazon platform. Under this pretext, the complainant purchased a "ONE PLUS 9R 5G-256GB" on October 3, 2021, for an amount of Rs.40,999/-. Upon the initial purchase the One plus 9R smart phone functioned seamlessly and met complainant's expectations for a high-quality device. However, following the installation of the latest software update provided by one plus, the phone's performance began to deteriorate significantly. Much to his disappointment, it started exhibiting a myriad of issues commonly reported by other One plus users after software updates. These problems include

frequent crashes, unresponsive applications, slow performance, lines on the screen, and other usability issues, rendering the phone practically unusable. It was disheartening to note that these problems arose immediately after the update, suggesting that the issues are directly linked to the software changes introduced by One Plus. This situation has caused substantial inconvenience and frustration, severely impacting complainant's ability to use the phone as intended.

3. The complainant further submits that, during complainant's visit to the One Plus Service center to address the issues with his One Plus 9R smart phone, complainant was informed that they currently lack the necessary spare parts to replace the faulty screen and rectify the software-related problems. In light of this limitation, the proposed alternative solution presented by the service center was to provide complainant with a voucher of predetermined value, which is very low. This voucher would be specifically designated for purchasing a new One Plus phone, allowing complainant to replace his malfunctioning device with a new one. Complainant further states that he is dissatisfied with the limitations this voucher imposes, as it restricts complainant's options to solely purchasing another One plus Phone and the predetermined amount is very low. Given the inconveniences complainant has experienced due to the defects in his One plus 9R, complainant does not prefer to buy another phone from One plus. The prolonged delay in resolving the software issues of the complainant's One plus 9R smart phone by the One plus service center has had severe repercussions on the complainant's business operations. In today's digital age,

where nearly every aspect of business relies heavily on mobile phones, the complainant's inability to utilize his device effectively has resulted in substantial financial losses. The inefficiency and prolonged waiting time for proper service have hindered the complainant's ability to conduct his business smoothly, causing significant setbacks and hindrances in his day-to-day operations. In a world where timely communication and efficient mobile device usage are critical components of business transactions, the complainant's suffering due to the delayed service by One plus is not only inconvenient but also translates into substantial monetary losses.

4. The complainant further submits that, Numerous times, complainant has tried to sort out this issue at the service center located in Mysore but has received a vague and untenable reply stating that "Even if the phone undergoes repairs, the problem is likely to recur." As such, it is the fundamental obligation of One plus as a reputable technology company to rectify the software issues experienced by its customers without resorting to coercive measures such as compelling them to purchase a new phone. Customers have a legitimate expectation that the products they purchase, especially from a well-known brand like One plus, will function properly and be supported adequately in case of any issues. Providing a voucher, which restricts customers to buying another One plus phone, does not address the core problem at hand, thereby clearly violating the promises made under the order and committing a deficiency in service. Complainant has reached out to the opposite party regarding the present issue through emails and phone calls

and explicitly requested either a replacement or a full refund due to the phone's inherent faults. After extensive discussions, it was agreed upon that the phone would be replaced with a new one due to the existing problems. However, despite this assurance, no concrete steps or arrangements had been made to facilitate the replacement process. This situation is indicative of a severe deficiency in your company's commitment to customer service. Initially, the company did not bother to change the faulty phone despite complainant's numerous requests and the clear evidence of inherent faults. It was only after several persistent requests that the company/opposite party finally agreed to replace the phone. On 23.11.2023, the phone was replaced at Eesha Communications, Mysore. Unfortunately, within just 5 to 6 months of the replacement, the new phone continues to exhibit the same issues as the original one.

5. The complainant further submits that, when complainant requested a refund for the phone purchased from opposite party No.2, the response has been negligently dismissive and arrogantly uncooperative. Despite being fully aware that the phone has not functioned properly for even six months, opposite party No.2 told complainant to "do whatever you want" demonstrating a clear disregard for the inconvenience and frustration this has caused. This attitude is particularly troubling given that the initial phone was defective and even after its replacement on 23.11.2023, the new phone exhibits the same issues. Opposite parties refusal to address this legitimate concern and provide a refund, especially in light of the ongoing

and unresolved problems, highlights a troubling lack of accountability and customer care. Such behaviour not only reflects poorly on opposite parties reputation but also exacerbates complainant's dissatisfaction and sense of injustice. Even after several requests made by the complainant with respect to the refund the entire amount with interest, the opposite parties chose not to respond to the grievance of the complainant and the opposite parties have made the complainant to run from pillar to post to enquire about the above said refund, thereby with an intention to cheat the complainant. The complainant has persistently followed up with the opposite party by way of several phone calls, which were unattended. It is pertinent to note that the opposite parties has neither replied nor contacted the complainant at any point of time. Hence after issuing the legal notice this complaint was filed.

6. After registering of this complaint notices were ordered to be issued to the opposite parties and in response to the notices the opposite parties did not appeared and hence both the opposite parties placed Exparte.
7. Then the complainant filed his affidavit in lieu of evidence and got marked the documents as Ex-P1 to P5 and closed his side evidence.
8. Counsel for the complainant failed to address arguments.
9. Now the points that appear for the consideration of this commission :-

1. Whether the complainant is able to prove the alleged deficiency of

service on the part of the opposite parties and thereby he is entitled to the reliefs as sought?

2. What order?

10. The findings of this commission on the aforesaid points is as hereunder : -

Point No.1 :- Partly in the Affirmative

Point No.2 :- As per the final order for the following.

:: R E A S O N S ::

11. **Point No.1:-** In order to prove the case, the complainant filed affidavit in lieu of evidence and reiterated the averments of the complaint. Ex-P1 copy of the tax invoice, Ex-P2 copy of the replacement bill, Ex-P3 copy of the notice, Ex-P4 Postal acknowledgment, Ex-P5 Track consignment. After the evidence of the complainant the complainant failed to submit his side arguments. After perusing carefully the pleadings and documents submitted by the complainant it is noticed that the opposing parties are engaged in the business of manufacturing and selling One plus Phones, distributing their products through various online platforms and designated retail outlets globally. Their extensive network ensures that One plus devices are readily available to consumers worldwide, maintaining a strong presence in both e-commerce and brick and mortar markets. The complainant purchased a One plus Phone that was sold by Darshitha Aashiyana Private Limited., which advertises and sells these devices on the Amazon platform. Under this pretext, the complainant purchased a "ONE PLUS

9R 5G-256GB” on October 3, 2021, for an amount of Rs.40,999/-. Upon the initial purchase the One plus 9R smart phone functioned seamlessly and met complainant’s expectations for a high-quality device. However, following the installation of the latest software update provided by one plus, the phone’s performance began to deteriorate significantly. Much to his disappointment, it started exhibiting a myriad of issues commonly reported by other One plus users after software updates. These problems include frequent crashes, unresponsive applications, slow performance, lines on the screen, and other usability issues, rendering the phone practically unusable. It was disheartening to note that these problems arose immediately after the update, suggesting that the issues are directly linked to the software changes introduced by One Plus. This situation has caused substantial inconvenience and frustration, severely impacting complainant’s ability to use the phone as intended.

12. It is the further case of the complainant that, during complainant’s visit to the One Plus Service center to address the issues with his One Plus 9R smart phone, complainant was informed that they currently lack the necessary spare parts to replace the faulty screen and rectify the software-related problems. In light of this limitation, the proposed alternative solution presented by the service center was to provide complainant with a voucher of predetermined value, which is very low. This voucher would be specifically designated for purchasing a new One Plus phone, allowing complainant to replace his malfunctioning device with a new one. Complainant

further states that he is dissatisfied with the limitations this voucher imposes, as it restricts complainant's options to solely purchasing another One plus Phone and the predetermined amount is very low. Given the inconveniences complainant has experienced due to the defects in his One plus 9R, complainant does not prefer to buy another phone from One plus. The prolonged delay in resolving the software issues of the complainant's One plus 9R smart phone by the One plus service center has had severe repercussions on the complainant's business operations. In today's digital age, where nearly every aspect of business relies heavily on mobile phones, the complainant's inability to utilize his device effectively has resulted in substantial financial losses. The inefficiency and prolonged waiting time for proper service have hindered the complainant's ability to conduct his business smoothly, causing significant setbacks and hindrances in his day-to-day operations. In a world where timely communication and efficient mobile device usage are critical components of business transactions, the complainant's suffering due to the delayed service by One plus is not only inconvenient but also translates into substantial monetary losses.

13. Based on the pleadings of the complaint this commission has perused the documents furnished by the complainant. ExP1 copy of the tax invoice dated 06-07-2020 issued by the Amazon. In infavour of the complainant wherein it is narrated that Darshita Aashiyana private limited Telangana has sold the One plus 8pro 5g(Gracial green 12gb ram+ 256 GB storage) 1B077PWK5BY (OP 8 PRO -G GREEN -12-256 GB) for

Rs.59,999/- which includes Igst. From the perusal of this document it is crystal clear that the averments made out in the foregoing paras are nearly corroborated.

14. In the affidavit evidence the complainant deposed that, Numerous times, complainant has tried to sort out this issue at the service center located in Mysore but has received a vague and untenable reply stating that “Even if the phone undergoes repairs, the problem is likely to recur.” As such, it is the fundamental obligation of One plus as a reputable technology company to rectify the software issues experienced by its customers without resorting to coercive measures such as compelling them to purchase a new phone. Customers have a legitimate expectation that the products they purchase, especially from a well-known brand like One plus, will function properly and be supported adequately in case of any issues. Providing a voucher, which restricts customers to buying another One plus phone, does not address the core problem at hand, thereby clearly violating the promises made under the order and committing a deficiency in service. Complainant has reached out to the opposite party regarding the president issue through emails and phone calls and explicitly requested either a replacement or a full refund due to the phone’s inherent faults. After extensive discussions, it was agreed upon that the phone would be replaced with a new one due to the existing problems. However, despite this assurance, no concrete steps or arrangements had been made to facilitate the replacement process. This situation is indicative of a severe deficiency in your company’s commitment to customer service. Initially, the

company did not bother to change the faulty phone despite complainant's numerous requests and the clear evidence of inherent faults. It was only after several persistent requests that the company/opposite party finally agreed to replace the phone. On 23.11.2023, the phone was replaced at Eesha Communications, Mysore. Unfortunately, within just 5 to 6 months of the replacement, the new phone continues to exhibit the same issues as the original one.

15. The complainant further deposed that, when complainant requested a refund for the phone purchased from opposite party No.2, the response has been negligently dismissive and arrogantly uncooperative. Despite being fully aware that the phone has not functioned properly for even six months, opposite party No.2 told complainant to "do whatever you want" demonstrating a clear disregard for the inconvenience and frustration this has caused. This attitude is particularly troubling given that the initial phone was defective and even after its replacement on 23.11.2023, the new phone exhibits the same issues. Opposite parties refusal to address this legitimate concern and provide a refund, especially in light of the ongoing and unresolved problems, highlights a troubling lack of accountability and customer care. Such behavior not only reflects poorly on opposite parties reputation but also exacerbates complainant's dissatisfaction and sense of injustice. Even after several requests made by the complainant with respect to the refund the entire amount with interest, the opposite parties chose not to respond to the grievance of the complainant and the opposite parties have made the

complainant to run from pillar to post to enquire about the above said refund, thereby with an intention to cheat the complainant. The complainant has persistently followed up with the opposite party by way of several phone calls, which were unattended. It is pertinent to note that the opposite parties has neither replied nor contacted the complainant at any point of time. Hence after issuing the legal notice this complaint was filed.

16. Hence this commission has further perused the remaining documents furnished by the complainant. ExP2 copy of the replacement dated 3-10-2021 issued by Darshita Aashiyana private limited replacing earlier phone with new One plus 9R 5G(Lake Blue,12Gb ram,256 Gb stoage) for Rs.40,999/- which includes CGST and SGST. In the bottom of ExP2 it is clearly stated by the opposite party no 2 i.e., Easha Communications that “ Box piece replacement given on 23-11-2023.” ExP3 copy of the legal notice dated 18-06-2024 issued by the complainant to both the opposite parties calling upon them to make good the loss of Rs.40,999/-. ExP4 postal acknowledgment which is served on the opposite party no 2. ExP5 track consignment issued by the postal authority showing that the notice sent to the opposite party no 1 is deemed to be served. In spite of the service of the legal notices the opposite parties have not complied the demands made in the legal notice or replied the said notice. With no other way the complainant has approached this commission seeking necessary reliefs.
17. It is the specific contention of the complainant that the initial phone was defective and even after its replacement on

23.11.2023, the new phone exhibits the same issues. Opposite parties refusal to address this legitimate concern and provide a refund, especially in light of the ongoing and unresolved problems, highlights a troubling lack of accountability and customer care. The complainant has persistently followed up with the opposite party by way of several phone calls, which were unattended. It is pertinent to note that the opposite parties has neither replied nor contacted the complainant at any point of time. Hence this commission has once again gone into the documents furnished by the complainant. Ex P2 tax invoice issued by the Amazon.in and sold and replaced by the opposite party no 2 along with Darshita Aashiyana private limited Bangalore Branch. The replaced mobile phone is also not working properly and exhibits the same issue. Hence the complainant has intimated the said issue to the opposite parties who told to do whatever you can. Then the complainant got issued the legal notice to the opposite parties explaining in detail the problems faced by him with the mobiles and directed the opposite parties to make good the loss of Rs.40,999/-. In spite of the service of the legal notice the opposite parties have not complied the demands made in the legal notice nor replied the same. With no other alternative way the complainant has approached this commission seeking necessary reliefs.

18. Despite the service of summons/notices by this commission the opposite parties did not bothered to appear and not contested the present matter by filing version or affidavit evidence to disprove the allegations leveled by the complainant. Hence the evidence of the complainant remains unchallenged. From the

conduct of the opposite parties it is appeared that with an intention to cheat the consumers like the complainant the opposite parties have issued such mobile phones to make wrongful loss to its customers and making wrongful gain to themselves. When the complainant raised his grievances about the existed problems of the mobile phones the opposite parties have not make good the loss sustained by the complainant and told to do whatever you can. The said act of the opposite parties is nothing but the deficiency in service and unfair trade practice for which they have to compensate the complainant. Considering the facts and circumstances of the present case on hand we are of the considered opinion that it would meet the ends of justice and equity if the opposite parties are order to refund the sum of Rs.40,999/- with interest by taking back the mobile along with compensation and costs. Consequently we answer the point as partly in the affirmative.

19. **Point No.2:-** For the aforesaid reasons, we proceed to pass the following.

:: ORDER ::

The complaint is allowed in part.

The opposite parties no 1 and 2 are jointly and severally liable to refund the sum of Rs.40,999/- along with interest at the rate of 8% p.a. from 23-11-2023 by taking back the replaced mobile within one month from the date of passing of this order.

Failing which the said amount shall carry interest at the rate of 10% p.a from the date of this order till its payment.

The opposite parties are also liable to pay Rs.8,000/- compensation towards mental agony caused to the complainant by way of deficiency of service and Rs.6,000/- being the litigation costs within one month from the date of this order.

Failing which the said amount shall carry interest at the rate of 8% p.a from the date of this order till its payment.

The complainant is at liberty to take action against the opposite parties under section 72 of the C.P.Act 2019 for non-compliance of this order.

Supply free copies of the order to all the parties.

(Dictated to the Stenographer transcribed, typed by her, corrected by us and then pronounced in open Commission on this the 30th January, 2025)

**(A.K. NAVEEN KUMARI)
PRESIDENT**

**(MARUTHI VADDAR)
MEMBER**

**(M.K.LALITHA)
MEMBER**

