**Complaint before national commission for malfunctioning computer**

In the National Consumers Disputes Redressal Commission 5th Floor, Janpath Bhawan, New Delhi

Original Jurisdiction

Sheweth:

1. The respondent is the manufacturer of and dealer in Computers both Hardwares and Softwares and is carrying on the business, inter alia, at Patna and New Delhi.

2. The claim of the complainant exceeds Rs. 20 lakhs.

3. The complainant's cause of action for this complaint arose on and after 30th December 2008 within two years of the present application.

4. The complainant purchased a Computer from the respondent on 30th December 2008 at Rs. 26 lakhs on terms and conditions contained in the Guarantee Card given by the respondent. The said Computer was sold and delivered by the respondent from its New "Delhi Office.

5. Under the terms and conditions of the said sale of Computer by the respondent the respondent undertook to render free service for one year in relation to the said Computer.

6. Within six months of its installation at the office of the complainant at 2 North Srikrishnapuri, Patna there was malfunctioning of the said Computer.

7. The complainant by a letter dated 15th January 2009 requested the respondent to replace the Computer as in spite of repairs by the respondent's mechanic, the Computer was malfunctioning and was of no use to the complainant.

8. The respondent again sent its mechanic who attended the Computer but could not repair it or remove the defect and the machine continued to malfunction.

9. The complainant by its letter of 5th February 2009 made a detailed complaint to the respondent about the Computer and requested the respondent to replace the said Computer.

10. The respondent by its letter of 28th February 2009 denied any defect in the Computer or that it was malfunctioning.

11. The complainant engaged an expert Mr. Z from Patna who was the Principal of Patna Computer College and got the Computer examined by him and received a Certificate/report of his examination of the Computer.

12. According to the expert opinion there was a manufacturing defect in the Computer and it could not be repaired by any mechanic and required substantial replacement of certain parts of the Computer and reassembly thereof. A copy of the expert's report was sent to the respondent. 13. In spite of this, the respondent did not take any effective steps. 13. A copy of the expert's report is annexed hereto marked "A".

14. The complainant by a letter of 5th March 2009 requested the respondent to take back the Computer and refund the price paid therefor. A copy of the letter is annexed hereto marked "B".

15. The respondent in reply stated that there was no defect in the Computer and that the complainant is not entitled to any refund of the price for the Computer. A copy of the letter is annexed hereto marked "C".

16. Copies of the receipt given by the respondent for purchase of the Computer and the Guarantee Card are annexed hereto marked "D" and "D-l" respectively.

17. The complainant states that the contention of the respondent is untenable and unwarranted and in spite of several attempts the respondent has not been able to make the Computer function properly. The expert opinion is also to the effect that there was a manufacturing defect in the Computer.

18. In view of the aforesaid the respondent in bound to take back the Computer and refund the purchase price paid therefor and to pay the costs and expenses incurred by the complainant in taking the expert opinion and incidentals thereto.

19. The respondent is also liable to pay compensation to the complainant for the harassment, troubles, loss of business, physical inconvenience and mental agony suffered by and arising directly out of the breach of warranty, breach of the agreement and breach of duty on the part of the respondent. The complainant assesses such loss and damages at Rs. 15 lakhs.

20. Without prejudice to the aforesaid the complainant states that an enquiry be made as to the loss and damages the complainant has suffered due to the defective and malfunctioning of the Computer sold and delivered by the respondent to the complainant and its inability to repair the same and depriving the complainant of any use of the Computer and putting the
complainant to harassment and mental agony and loss of business.

21. In the facts and circumstances of the case the complainant prays for the following reliefs:

(a)Refund of Rs. 26 lakhs paid as consideration for the said Computer;

(b)Interest from date of payment of the said consideration money till realisation at 18%;

(c)Payment of Rs. 15 lakhs by the respondent to the complainant by way of compensation for the loss and damages, harassment and mental agony caused to the complainant by the wrongful acts of the respondent;

(d)Alternatively an enquiry into the loss and damages suffered by the complainant due to wrongful acts of the respondent and malfunctioning, costs of expert opinion and payment by the respondent to the complainant the amount so found due on such enquiry;

(e)Costs of the present complaint and proceeding to be paid by respondent to the complainant;

(f) Further and other reliefs that the complainant is entitled to be granted.

(g)And the complainant as in duty bound shall ever pray.

Place: Date:………..

**Verification**

I, Mr. X, son of………….residing at 2 North Srikrishnapuri, Patna,

Bihar do hereby solemnly declare and state that the statements contained in the complaint above are true to the best of my knowledge and belief and that I have not suppressed any material fact.

Verified at Mumbaithe 18th day of April 2000

Deponent

Identified by me Advocate

Annexures:

Receipt

Guarantee Card

Expert report

Copies of correspondence