

INFOLEX
CONSULTANTS

LEGAL INSIGHTS:
**ELECTRICAL,
ELECTRONICS
&
E-COMMERCE**

RECENT IMPORTANT LEGAL DEVELOPMENT

- 1. UPON ALLEGATION OF A DEFECT IN ELECTRONIC PRODUCT, IF THE OPPOSITE PARTY FAILS TO PRODUCE ANY TECHNICAL, EXPERT OR INDEPENDENT EVIDENCE TO SHOW THE MANUFACTURING STANDARDS AND REBUT THE ALLEGED DEFECTS, SALE OF DEFECTIVE GOOD SHALL STAND PROVEN FOR REFUND, REPAIR OR REPLACEMENT AND COMPENSATION.**

In the case titled as *Sony India Private Limited v. Alaukik Rattan Sharma & Anr.* [FA/SC/4/117/2025], the Ld. SCDRC, Chandigarh, it was observed that the record contained multiple auto-generated system error messages such as “*Something went wrong with this game or app*” and “*The system is reporting this error to Sony Interactive Entertainment.*” These logs were created by the console itself at the time of malfunction and were considered reliable electronic evidence showing recurring defects.

The Commission noted that the opposite parties did not produce any technical, expert, or independent evidence to rebut these error reports or to show that the console met manufacturer standards. It further observed that the complainants had produced an Internet Connection Test Report confirming stable connectivity, ruling out network-related causes. The Commission also noted that the console remained with the service centre for months during the warranty period, yet no effective repair or defect-free replacement was provided. This conduct reflected a failure to fulfil warranty obligations.

The State Commission held that the District Commission's order was based on a proper appreciation of evidence and suffered from no illegality.

- 2. WHEN A NEWLY PURCHASED ELECTRONIC PRODUCT GOES OUT OF ORDER SEVERAL TIMES WITHIN WARRANTY PERIOD ITSELF, IT IS SUFFICIENT TO SHOW MANUFACTURING DEFECT THEREIN.**

In the case titled as *Mohd. Danish v. Lenovo India Private Limited & Anr.* [CC/287/2023], the Ld. DCDRC, North East- Delhi, it was observed that:

8. The case of the Complainant is that the laptop is having manufacturing defect. The burden to prove that there is a manufacturing defect in the product lies upon the Complainant. In the present case, it is admitted fact that after the purchase of the laptop, there was problems several times in the functioning of the laptop. Admittedly, the Opposite Party has replaced parts of the laptop various times. In our considered opinion, when a new product goes out of order several times within warranty period itself, is sufficient to show that there is some manufacturing defect in the product.

3. FAILURE TO PROVIDE REFUND AGAINST A DEFECTIVE PRODUCT IN WARRANTY, AMOUNTS TO DEFICIENCY IN SERVICE AND UNFAIR TRADE PRACTICE.

In the case titled as *Amrit Pal Singh v. Reliance Retail & Anr.* [DC/ABI/44/CC/237/2023], before the Ld. DCDRC, Chandigarh, it was observed that it was undisputed that the complainant had purchased a Samsung Smart LED TV and accessories worth ₹85,970 from Reliance Retail Ltd., and that the product developed a display defect during the warranty period. The Commission noted that even after replacement, the new panel was also defective, and Samsung (OP-2) had itself admitted to the defect and offered a refund of ₹74,990 in the form of coupons.

The Commission held that this offer clearly showed there was a major defect in the product. However, by refusing to refund the amount in cash and insisting on coupons, Samsung acted unfairly. The Commission observed that the company should have resolved the matter by refunding the amount directly instead of prolonging the dispute.

4. E-COMMERCE PLATFORMS ACTIVELY MANAGING THE TRANSACTIONS, CONTROLLING THE DELIVERY PROCESS, CEASED TO BE A MERE INTERMEDIARY AND BECAME A SERVICE PROVIDER AND FACILITATOR.

In the case titled as *Jyoti Bhati v. Amazon India & Ors.* [CC/289/2022], before the Ld. DCDRC, Jodhpur - II, it was observed that Amazon was a service provider under the Act, and obliged to provide quality services to consumers. It was opined that sending a power bank worth Rs. 1000 as opposed to high value order for an Apple iPhone of Rs. 61,999/-, was a serious deficiency and unfair trade practice.

The commission held that when the seller platform actively managed the transaction and controlled the delivery process, it ceased to be a mere intermediary and became a service provider and facilitator.

It was opined that Amazon was a service provider under Section 2(17) of the Consumer Protection Act, 2019, and was obliged to provide quality service to consumers. And sending a Rs. 1000 power bank as opposed to such high value order was a serious deficiency and unfair trade practice.

5. SALE OF A SECOND-HAND PRODUCT BY E-COMMERCE PLATFORM, AMOUNTS TO DEFICIENCY IN SERVICES.

In the case titled as *Vedant Verma v. Flipkart India & Ors.* [CC/1026/2024], before the Ld. DCDRC, Gurgaon, the bench examined the documents submitted by the complainant such as internal records, invoice, photograph of the mobile phone purchased by him 2024, copy of criminal complaint etc. which confirmed the assertions made by the complainant that in 2024, he was sold a second-hand mobile phone, which was originally used in Pakistan since 2017. Since the records produced by the complainant remained unchallenged, the bench held the opposite parties liable for deficiency in service for selling a second-hand phone for the price of a new phone.

6. FAILING TO RETURN THE REPAIRED PHONE / HANDSET OR FAILURE TO PROVIDE A STANDBY DEVICE AS ASSURED UNDER PROTECTION PLAN, CONSTITUTES DEFICIENCY IN SERVICES.

In the case titled as *Pankaj Kumar v. Samsung India Electronics Pvt. Ltd. & Ors.* [DC/84/CC/15/448], before the Ld. DCDRC – South West, New Delhi, the bench had noted that, the Complainant had purchased a mobile phone of INR 21,000/- (approx.), and had also purchased a Protection Plan worth INR 2150/-, towards which he was assured that, during the validity of the Protection Plan for his phone, if his phone became defective, OP-3 would make door-step pick-up and delivery and also provide a backup mobile set to the Complainant until OP-3 repaired his phone. Upon the phone being damaged, as the Complainant was not provided with any backup/standby phone, hence it was held by the Court that Ops were liable for deficiency in services.

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