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Legal Draft Sample — Reply to a Consumer Complaint (Seller's Defense)

Consumer Complaint No. 214 of 2024 — District Consumer Disputes Redressal Commission, Nagpur

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**BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, NAGPUR**

CONSUMER COMPLAINT NO. 214 OF 2024

IN THE MATTER OF:

Mrs. Anjali Rane,
residing at [complainant's residential address, Nagpur]

..... COMPLAINANT

VERSUS

Shubham Electro Care Pvt. Ltd.,
a private limited company engaged in the retail sale and authorised
after-sales service of home appliances, having its place of business at
[respondent's registered business address, Nagpur], through its
Authorised Representative

..... RESPONDENT

**WRITTEN STATEMENT / REPLY FILED ON BEHALF OF THE
RESPONDENT**

MOST RESPECTFULLY SHOWETH:

A. PRELIMINARY OBJECTIONS

1. That the present Written Statement is filed without prejudice to the Respondent's rights and contentions, and that any fact, allegation, or claim set out in the Complaint that is not specifically admitted in the paragraphs that follow shall be deemed to be denied as if traversed seriatim.
2. That the Complainant be put to strict proof of each and every allegation, assertion, and claim made in the Complaint, it being submitted that no admission of any such allegation shall be inferred merely from the absence of a specific denial in any particular paragraph of this Written Statement.

3. That it is submitted the Complaint, on its own showing, does not disclose any “deficiency of service” within the meaning of Section 2(11) of the Consumer Protection Act, 2019, nor any “unfair trade practice” within the meaning of Section 2(47) thereof, for the detailed reasons set out in the paragraphs below, and deserves to be dismissed on this ground alone.

B. PARA-WISE REPLY ON MERITS

4. That the contents of Paragraph 1 of the Complaint, insofar as they describe the Complainant's purchase of a front-load washing machine, Model No. SEC-WM-700 (7 kg load capacity), from the Respondent on 10.06.2021 for a consideration of Rs. 32,500/- (Rupees Thirty-Two Thousand Five Hundred Only), are admitted, the same being a matter of record reflected in the Respondent's tax invoice and warranty card issued to the Complainant on that date.

5. That it is submitted the said washing machine was sold together with (i) a two-year comprehensive warranty commencing 10.06.2021 and expiring 09.06.2023, and (ii) a separate five-year warranty confined strictly to the motor component of the appliance, both terms being printed on the warranty card furnished to, and duly acknowledged by, the Complainant at the time of purchase.

6. That it is further submitted that Clause 9 of the said warranty card expressly excludes from warranty coverage any damage, defect, or malfunction arising from overloading of the appliance beyond its rated capacity, misuse, or unauthorised repair, and that this exclusion formed part of the contract between the parties from its very inception, having been accepted by the Complainant without demur at the time of purchase.

7. That the contents of Paragraph 2 of the Complaint, regarding the first service visit dated 22.04.2022, are admitted to the extent that the Respondent's authorised technician attended upon the Complainant's premises and replaced the drain pump of the appliance under warranty, free of cost. It is submitted that the job sheet recording this visit was signed by the Complainant herself, recording satisfactory closure of the service call, and that no further complaint of any kind was made by the Complainant for a period exceeding two years thereafter.

CONTENT WITHHELD

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11. That the contents of Paragraph 4 of the Complaint, regarding the legal notice dated 02.08.2024 issued through the Complainant's Advocate, are admitted to the extent of its receipt by the Respondent. It is submitted that the Respondent replied to the said notice on 20.08.2024, reiterating the position now set out in this Written Statement, namely that the drum-bearing wear fell within the Clause 9 exclusion and that, in any event, the comprehensive warranty had already expired well before the second visit.

12. That it is submitted, without prejudice to the foregoing and out of abundant caution, that even were any cause of action to be held to have arisen in the Complainant's favour (which is denied), the same arose, at the very latest, upon the second service visit dated 14.07.2024 or upon the Respondent's reply dated 20.08.2024, and that the Complaint, instituted on 25.09.2024, falls within the period prescribed under Section 69 of the Consumer Protection Act, 2019; the Respondent nonetheless reserves the right to raise any further limitation-based objection that may become apparent as this proceeding continues.

CONTENT WITHHELD

14. That it is denied that the Respondent has indulged in any unfair trade practice within the meaning of Section 2(47) of the Consumer Protection Act, 2019. It is submitted that the Respondent has, at all material times, acted strictly in accordance with the terms of the warranty card voluntarily accepted by the Complainant at the time of purchase, and that invoking a validly incorporated warranty-exclusion clause is neither a false or misleading representation nor an unfair method or practice within the meaning of the said provision.

CONTENT WITHHELD

16. That it is submitted the Respondent has, at all times, discharged every obligation actually owed to the Complainant under the applicable warranty terms, including the free replacement of the drain pump at the first service visit, and that the second, out-of-warranty and excluded repair was correctly assessed and communicated to the Complainant as chargeable.

CONTENT WITHHELD

18. That the Respondent craves leave to refer to and rely upon the tax invoice, the warranty card, and the job sheets dated 22.04.2022 and 14.07.2024 at the time of hearing, and to file such further documents and evidence as may become necessary in the course of these proceedings.

19. That it is submitted the Complainant be put to strict proof of the entirety of her case, and that nothing contained in this Written Statement shall be construed as an admission of any fact not expressly admitted herein.

C. PARTICULARS

For ease of reference, the material particulars referred to in this Written Statement are set out below.

Product purchased	Front-load washing machine, Model No. SEC-WM-700, 7 kg load capacity
Date of purchase	10.06.2021
Purchase price	Rs. 32,500/- (Rupees Thirty-Two Thousand Five Hundred Only)
Comprehensive warranty	2 years — 10.06.2021 to 09.06.2023
Motor-only warranty	5 years — confined to the motor component alone
Warranty card Clause 9	Excludes damage/defect from overloading, misuse, or unauthorised repair
First service visit	22.04.2022 — drain pump replaced under warranty; job sheet signed by Complainant recording satisfactory closure
Second service visit	14.07.2024 — drum-bearing wear found, attributed to overloading; excluded under Clause 9; assessed chargeable
Advocate's notice / Reply	Notice dated 02.08.2024; Respondent's reply dated 20.08.2024
Date of filing of Complaint	25.09.2024

D. PRAYER

In view of the facts and submissions set out above, the Respondent most respectfully prays that this Hon'ble Commission may be pleased to:

(a) Dismiss Consumer Complaint No. 214 of 2024 with costs;

CONTENT WITHHELD

(c) Pass such other and further order(s) as this Hon'ble Commission may deem fit and proper in the interest of justice.

E. VERIFICATION

Verified at Nagpur on this ____ day of _____, 2024 that the contents of paragraphs 1 to 19 of the foregoing Written Statement are true and correct to the best of my knowledge, information, and belief, and that nothing material has been concealed therefrom.

RESPONDENT
(Through its Authorised Representative)

Drawn and filed by:

[Advocate's Signature]
Advocate for the Respondent
[Enrolment No. — to be inserted]
Place: Nagpur
Date: _____

Warranty Exclusions, Deficiency of Service, and the Law Behind a Seller's Reply to a Consumer Complaint

Drafting Track — Companion Educational Note | Illustrative fictional dispute: Mrs. Anjali Rane's washing machine repair complaint

INTRODUCTION

This Educational Note explains, in plain language and with no legal background assumed, the law that sits behind a very common kind of dispute in India: a customer complains to a consumer forum that a shop or service centre would not repair or replace a product free of cost, and the shop replies that the warranty had already run out, or that the specific problem was never covered by the warranty in the first place. To make the law concrete rather than abstract, this Note uses one illustrative, entirely fictional fact pattern throughout: Mrs. Anjali Rane, who bought a front-load washing machine from Shubham Electro Care Pvt. Ltd. in Nagpur, and who later disputed the shop's refusal to repair a worn drum-bearing free of charge. The statutes and judicial decisions referred to in this Note are all real and currently in force; only Mrs. Rane's personal situation is invented for illustration.

The Note is written from the perspective of explaining how a seller in Shubham Electro Care's position builds a defence to a complaint of this kind — what the law actually requires a complainant to show, and where a warranty card's own terms can legitimately limit what a seller owes. It does not tell any reader what to do about their own dispute; it only explains what the law says and where a described set of facts sits relative to it. Anyone facing an actual dispute of this kind should consult a qualified, enrolled advocate for advice specific to their situation.

1. WHAT IS A “CONSUMER COMPLAINT,” AND WHO CAN FILE ONE?

The Consumer Protection Act, 2019 (which replaced the older Consumer Protection Act, 1986, with effect from 20 July 2020) creates a three-tier system of consumer commissions — the District Commission, the State Commission, and the National Commission — each empowered to hear complaints from a “consumer” against a seller, service provider, or manufacturer for a “deficiency” in service or a “defect” in

goods. A consumer, in simple terms, is a person who buys goods or hires a service for consideration (money paid or promised), for personal use rather than for resale or a purely commercial purpose. Mrs. Rane, having bought the washing machine for her own household use, falls squarely within this definition, and her complaint before the District Commission is the kind of proceeding this Note explains.

A “complaint” under the Act is simply the formal document a consumer files to start the case, setting out the facts, the alleged deficiency or defect, and the relief sought (such as repair, replacement, refund, or compensation). The party complained against — here, the shop — is called the “Opposite Party” or “Respondent,” and its formal response is called a Written Statement or Reply. This Note is written from the perspective of understanding that Reply.

2. WHAT DOES “DEFICIENCY OF SERVICE” ACTUALLY MEAN?

Whether a shop's refusal to repair something for free amounts to a legal wrong turns, in most cases, on one specific statutory phrase: “deficiency.” Section 2(11) of the Consumer Protection Act, 2019 defines it as follows.

Section 2(11), Consumer Protection Act, 2019 — “Deficiency”

“deficiency” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service and includes— (i) any act of negligence or omission or commission by such person which causes loss or injury to the consumer; and (ii) deliberate withholding of relevant information by such person to the consumer.

Read carefully, this definition has a built-in limit that is easy to miss on a first read: a deficiency exists only relative to a standard of performance that is “required to be maintained” by law, or that has been “undertaken to be performed... in pursuance of a contract.” In other words, the starting point is always: what did this seller actually promise, by contract or by law — not what the customer wishes had been promised. If a warranty card promises free repair for two years, and nothing more, then a refusal to repair something for free in year three is not automatically a “shortcoming” in performance — it may simply be the shop performing exactly what it promised, no more and no less.

Lucknow Development Authority v. M.K. Gupta, (1994) 1 SCC 243 (Supreme Court of India)

This is the foundational judgment interpreting “service” and “deficiency” under the (then) Consumer Protection Act, 1986 — its reasoning continues to be applied to the materially identical definitions carried forward into the 2019 Act. The Supreme Court read “service” broadly, holding that any service made available to potential users is covered, and that a commission may award compensation not only for financial loss but for the harassment and mental agony a deficiency causes a consumer. The judgment is frequently cited for the proposition that consumer protection law reaches broadly across the economy — but its own language ties “deficiency” to a real shortfall in what was actually due to the consumer, which is the same anchor Section 2(11) now expresses directly.

Applied generally: a consumer forum asking whether a seller's conduct was “deficient” typically works through the question in two steps — first, identifying exactly what the seller was contractually or statutorily obliged to do (repair a specific part, for a specific period, subject to specific exclusions), and second, asking whether the seller actually fell short of that specific obligation. A seller who did precisely what its warranty card promised, and declined only what the warranty card excluded, has a strong argument that no “deficiency” within the meaning of Section 2(11) has been shown at all.

3. WHAT IS AN “UNFAIR TRADE PRACTICE”?

A second, separate concept a complaint sometimes invokes is “unfair trade practice,” defined in Section 2(47) of the Act.

Section 2(47), Consumer Protection Act, 2019 — “Unfair Trade Practice” (extract)

“unfair trade practice” means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely: — (i) making a false representation that the goods are of a particular standard, quality, quantity, grade, composition, style or model...; ...(viii) [a service provider] refusing to take back or withdraw defective goods... and to refund the consideration... within the period stipulated...; ...

In plain language, an “unfair trade practice” is generally about deception or misrepresentation in how goods or services are marketed or sold — false claims about quality, misleading advertisements, fake bargain offers, hoarding to raise prices, and similar conduct. It is a distinct concept from a simple, honest disagreement about what a warranty covers. A seller who accurately printed its warranty terms at the time of sale, and later applied those same terms consistently, has not made a false representation of the kind Section 2(47) targets — even if the customer is unhappy with where those terms land on a particular repair.

4. WHICH CONSUMER COMMISSION HEARS THE CASE? (PECUNIARY JURISDICTION)

India's consumer commissions are organised in three tiers, and which tier hears a given complaint depends on the value of the goods or services paid as consideration — this is called “pecuniary jurisdiction,” and it is fixed by Section 34 of the Act (for the District Commission) and the corresponding provisions for the State and National Commissions.

Section 34(1), Consumer Protection Act, 2019 — Jurisdiction of District Commission

“Subject to the other provisions of this Act, the District Commission shall have jurisdiction to entertain complaints where the value of the goods or services paid as consideration does not exceed one crore rupees...”

As enacted in 2019, Section 34(1) itself set the District Commission's ceiling at Rs. 1 crore. However, exercising its rule-making power under the Act, the Central Government subsequently notified the Consumer Protection (Jurisdiction of the District Commission, the State Commission and the National Commission) Rules, 2021, which revised these thresholds downward — the District Commission's ceiling now stands at goods/services valued up to Rs. 50 lakh, the State Commission handles matters from above Rs. 50 lakh up to Rs. 2 crore, and the National Commission handles matters above Rs. 2 crore. This is a good illustration of why checking a provision's current, currently-applicable form (rather than only its original 2019 text) matters — the number that actually governs a complaint filed today is the 2021 Rules' figure, not the Act's original 2019 figure.

Since the washing machine in this Note's illustrative fact pattern was purchased for Rs. 32,500/- — however the specific relief a complainant frames a claim for — a dispute of this kind sits comfortably within the District Commission's pecuniary jurisdiction under either the original or the revised threshold, which is why a case like Mrs. Rane's is correctly filed before, and heard by, the District Consumer Disputes Redressal Commission rather than a higher tier.

5. HOW LONG DOES A CONSUMER HAVE TO FILE A COMPLAINT? (LIMITATION — SECTION 69)

A complaint cannot be filed indefinitely after the underlying problem arises. Section 69 fixes a limitation period.

Section 69, Consumer Protection Act, 2019 — Limitation Period

“(1) The District Commission, the State Commission or the National Commission shall not admit a complaint unless it is filed within two years from the date on which the cause of action has arisen. (2) Notwithstanding anything contained in sub-section (1), a complaint may be entertained after the period specified in sub-section (1), if the complainant satisfies the District Commission, the State Commission or the National Commission, as the case may be, that he had sufficient cause for not filing the complaint within such period: Provided that no such complaint shall be entertained unless the District Commission, the State Commission or the National Commission, as the case may be, records its reasons for condoning such delay.”

State Bank of India v. B.S. Agricultural Industries (I) (Supreme Court of India, Civil Appeal No. 2067 of 2002, decided 20 March 2009, per D.K. Jain and R.M. Lodha, JJ.)

Decided under the equivalent limitation provision of the predecessor 1986 Act (Section 24A, in materially identical terms to today's Section 69), the Supreme Court held that the two-year bar is not a mere technicality a forum may overlook — the words “shall not admit a complaint” are, in the Court's own language, “a legislative command” requiring every consumer forum to examine limitation on its own, whether or not the opposite party specifically raises it. A forum that decides a time-barred complaint on its merits without considering limitation commits a reversible error. The judgment's reasoning on this point continues to be treated as good law under Section 69 of the 2019 Act, since the statutory language it interpreted was carried forward essentially unchanged.

Note: this judgment's holding is corroborated across two independent secondary sources; its precise neutral/SCC reporter citation number could not be independently cross-confirmed at the time of this research and is accordingly not asserted here — the case is identified instead by name, court, bench, and decision date, consistent with Lexovia's citation-verification standard.

Applied to a fact pattern like Mrs. Rane's: the two-year clock runs from when the “cause of action” arises — broadly, the point at which the dispute crystallises, such as a clear refusal by the seller to do what the consumer says was owed. Where the sequence of events runs from a service visit, to a notice from an advocate, to a reply, to the filing of the complaint, all within a matter of weeks or months, limitation is unlikely to be a live issue at all — but Section 69 and the B.S. Agricultural Industries line of authority explain why a Written Statement will often still note the point for the record, since the commission is independently obliged to satisfy itself that the two-year window was not exceeded, whether or not either side thinks it worth arguing.

6. WARRANTY EXCLUSION CLAUSES: HOW THEY WORK AS A DEFENCE

A warranty is, at its core, a contractual promise — the seller or manufacturer promises to repair or replace certain things, for a certain period, subject to certain conditions, in exchange for the customer's purchase. Because it is a contract, ordinary contract-law principles apply: both parties are bound by the terms they agreed to, including terms that limit or exclude the seller's obligation in defined circumstances (such as damage caused by the customer's own misuse or overloading of the product). Indian courts have repeatedly enforced such limitation and exclusion clauses, provided they were genuinely part of the contract and are not shown to be unconscionable or contrary to public policy.

Bharathi Knitting Co. v. DHL Worldwide Express Courier Division of Airfreight Ltd., (1996) 4 SCC 704 (Supreme Court of India)

A consumer forum had awarded a customer compensation for the full value of a lost consignment, disregarding a limitation-of-liability clause printed on DHL's own consignment note that capped its liability at a modest fixed sum. The Supreme Court set this aside, holding that where a party has signed or accepted a document containing clear contractual terms, those terms bind the party, and a claimant seeking to escape an agreed limitation clause carries the burden of showing why it should not apply (for instance, that it was never properly brought to their notice, or that it is otherwise unenforceable). The Court confined the customer's recovery to the amount the clause itself specified. Though decided on courier-liability facts, the case is a frequently cited illustration of the broader principle: a validly incorporated limitation or exclusion clause, once shown to form part of the contract, is not simply overridden by consumer-protection law merely because a consumer would prefer a larger recovery.

Maruti Udyog Ltd. v. Susheel Kumar Gabgotra, (2006) 4 SCC 644 (Supreme Court of India)

A car buyer, whose vehicle developed a persistent clutch problem within the warranty period despite repeated repair attempts, sought replacement of the entire vehicle. The warranty card stated the manufacturer's obligation was “to repair or replace... any part shown to be defective... at no cost to the owner” — in other words, a promise about parts, not about the vehicle as a whole. The Supreme Court held the manufacturer to exactly that promise: it ordered replacement of the defective clutch assembly (plus modest compensation for the buyer's inconvenience and repeated visits), but declined to order replacement of the whole car, since the warranty's own wording never extended that far. The case is a clear illustration of a broader, recurring theme: where a warranty document's language defines the seller's or manufacturer's obligation in specific terms, a consumer forum will generally hold the parties to that specific bargain rather than substitute a more generous remedy the document itself does not promise.

Read together, these two decisions describe the same underlying idea from two directions: a business is bound by the promises its warranty document actually makes, and equally, a business is not bound by anything beyond those promises, including where the document expressly carves out situations like customer misuse or overloading. A properly drafted, properly disclosed exclusion clause is accordingly a legitimate line of defence — not a technicality — when a claim falls within its terms.

This is not, however, an unlimited principle, and a balanced explanation should say so plainly. Indian contract law has a separate, well-established doctrine — most famously articulated in *Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly* (Supreme Court of India, 1986), concerning a public-sector employer's standard-form service rules — that a term in a standard-form contract can be struck down as unconscionable and void under Section 23 of the Indian Contract Act, 1872 where it was imposed on a party with no real bargaining power and is itself unfair, unreasonable, or oppressive. This doctrine exists precisely to stop the “freedom of contract” reasoning above from being used to enforce a genuinely one-sided term. It does not automatically apply to any exclusion clause a consumer dislikes — *Bharathi Knitting* itself shows a limitation clause being upheld despite that same general doctrine being available in Indian law — but it means an exclusion clause's enforceability is not completely automatic either; a clause that was buried in fine print, never actually disclosed, or so one-sided as to defeat the very purpose of the warranty could, in principle, be challenged on this separate ground, distinct from arguing about whether the clause's conditions are factually met on a given set of facts.

7. MANUFACTURER VERSUS SELLER: WHO IS ACTUALLY LIABLE?

A related question that often arises in appliance and vehicle disputes is whether the complaint should really be directed at the shop that sold the product, or at the manufacturer that made it. The 2019 Act, for the first time in Indian consumer law, introduced a dedicated product liability framework (Chapter VI, Sections 82 to 87) that distinguishes a “product manufacturer,” a “product seller,” and a “product service provider,” and sets out separate conditions under which each can be held liable for harm caused by a defective product.

In broad terms, a product seller (which includes a retailer, and can include an authorised service partner in respect of the services it itself performs) is ordinarily liable for a product-related claim mainly where it has itself exercised substantial control over the aspect of the product that caused the harm, has altered or modified the product, has made an express warranty of its own independent of the manufacturer's, has sold a product knowing it to be defective, or has failed to

exercise reasonable care in assembling, inspecting, or maintaining the product. Where none of these apply, and the seller has simply sold the manufacturer's product and administered the manufacturer's own warranty terms exactly as written, liability for an alleged manufacturing defect in the product itself is more naturally directed at the manufacturer rather than the retailer. This distinction matters for a case like Mrs. Rane's: the dispute concerns whether a specific repair was covered by the warranty terms Shubham Electro Care administered as an authorised service partner — a question about the scope of a warranty and a service visit, which is squarely within the seller's own knowledge and conduct, rather than a claim that the appliance itself left the factory defective, which would more directly implicate the manufacturer.

8. WHO HAS TO PROVE WHAT? (BURDEN OF PROOF)

A consumer complaint is not decided simply because the customer is unhappy with an outcome — like any civil proceeding, it is decided on evidence, and Indian law places the burden of proving a deficiency squarely on the person alleging it.

SGS India Ltd. v. Dolphin International Ltd., Supreme Court of India, LL 2021 SC 544 (decided 6 October 2021, per Hemant Gupta and V. Ramasubramanian, JJ.)

The Supreme Court held, in clear terms, that “in a consumer case, the onus of proof that there was deficiency in service is on the complainant.” The complainant in that case had alleged deficiency in an inspection and certification service, but was found not to have produced evidence establishing that the alleged loss was actually caused by any shortfall in the service provider's own performance, as opposed to factors (there, post-service handling and transport) outside the service provider's responsibility. The complaint failed for want of proof, not because the underlying legal test was in doubt.

Applied generally: a customer alleging that a repair problem stems from a manufacturing or inherent defect, rather than from misuse or overloading, is not automatically believed merely by asserting it — the customer carries the burden of establishing that claim with real evidence, such as an independent expert's assessment of the actual cause of the failure. A written statement that “puts the complainant to strict proof” is not evasive boilerplate; it is a direct invocation of this burden-of-proof rule, requiring the complainant's version of events to be actually established, rather than simply accepted, before any relief can follow.

9. HOW THIS KIND OF DEFENCE TYPICALLY COMES TOGETHER

Bringing the pieces above together, a seller's defence to a complaint like Mrs. Rane's typically rests on showing four things side by side, none of which depends on the others: first, that the specific problem complained of falls within a warranty exclusion (such as Clause 9's overloading exclusion) that was validly part of the contract from the outset; second, that even apart from any exclusion, the relevant warranty period had already lapsed by the date of the disputed service visit; third, that the complainant has not discharged the burden of proving the problem was actually a covered defect rather than an excluded cause; and fourth, that any broader remedy sought (such as replacement of the whole appliance, rather than the specific repair actually in dispute) goes well beyond what the facts, or the warranty document itself, can support. None of this depends on disputing that the customer experienced a real problem with the appliance — it depends on showing that the specific problem, on these specific facts, was never something the seller had promised to fix for free.

APPLYING THE LAW TO MRS. RANE'S FACTS

CONTENT WITHHELD

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CONTENT WITHHELD

FREQUENTLY ASKED QUESTIONS

Q: Does a warranty cover repairs for as long as I own the product?

CONTENT WITHHELD

Q: Can a shop refuse a free repair by saying I misused or overloaded the product?

CONTENT WITHHELD

Q: If my product breaks after the warranty period ends, do I have no options at all?

CONTENT WITHHELD

Q: What is the difference between complaining against the shop I bought from and against the manufacturer?

CONTENT WITHHELD

Q: How long do I have to file a consumer complaint?

CONTENT WITHHELD

Q: If I disagree with the shop's explanation for why my product broke, what can I do?

CONTENT WITHHELD

Q: Do I need a lawyer to file or respond to a consumer complaint?

CONTENT WITHHELD

CONCLUSION

The law behind a dispute like Mrs. Rane's is not really about whether a customer is upset — it is about matching three specific things against each other: what a

warranty document actually promised, what the seller actually did (or declined to do), and what evidence exists about why the product failed. Section 2(11)'s definition of “deficiency” is anchored to a standard of performance that was actually owed by contract or law; Section 2(47)'s “unfair trade practice” targets deception, not an honest, consistent application of agreed terms; a validly incorporated exclusion clause, per *Bharathi Knitting and Maruti Udyog*, is generally enforceable on its own terms; and per *SGS India*, the burden of proving a deficiency rests with the complainant throughout. Section 34 and Section 69 add two further checks — that the case is before a commission with the correct pecuniary jurisdiction, and that it has been brought within the statutory time limit — both of which a Written Statement will typically confirm are satisfied (or, where relevant, are not) as a matter of record.

Note: The statutory provisions and judicial decisions discussed in this Educational Note are real, verified legal authorities, correctly and currently stated as of the date of this Note. Only Mrs. Anjali Rane's and Shubham Electro Care Pvt. Ltd.'s specific fact pattern — the appliance, dates, amounts, and correspondence described — is fictional, created for illustrative purposes only.

KEY AUTHORITIES CITED IN THIS NOTE

- Consumer Protection Act, 2019 — Section 2(11) (definition of “deficiency”).
- Consumer Protection Act, 2019 — Section 2(47) (definition of “unfair trade practice”).
- Consumer Protection Act, 2019 — Section 34 (pecuniary jurisdiction, District Commission), read with the Consumer Protection (Jurisdiction of the District Commission, the State Commission and the National Commission) Rules, 2021.
- Consumer Protection Act, 2019 — Section 69 (limitation period for filing a complaint).
- Consumer Protection Act, 2019 — Chapter VI, Sections 82–87 (product liability: manufacturer, seller, and service-provider liability).
- *Lucknow Development Authority v. M.K. Gupta*, (1994) 1 SCC 243 (Supreme Court of India).
- *State Bank of India v. B.S. Agricultural Industries (I)*, Supreme Court of India, Civil Appeal No. 2067 of 2002, decided 20 March 2009 — described by case name, court, bench, and date; a fully independent reporter citation number could not be cross-verified as of this research, per Lexovia's citation-verification standard.
- *Bharathi Knitting Co. v. DHL Worldwide Express Courier Division of Airfreight Ltd.*, (1996) 4 SCC 704 (Supreme Court of India).
- *Maruti Udyog Ltd. v. Susheel Kumar Gabgotra*, (2006) 4 SCC 644 (Supreme Court of India).
- *Central Inland Water Transport Corporation Ltd. v. Brojo Nath Ganguly*, Supreme Court of India, 1986 — described by case name, court, and year; cited here for the unconscionable-contract-term doctrine under Section 23, Indian Contract Act, 1872, as a counterweight to the exclusion-clause discussion above.

- Indian Contract Act, 1872 — Section 23 (unlawful consideration and object, including agreements void as against public policy).
- SGS India Ltd. v. Dolphin International Ltd., Supreme Court of India, LL 2021 SC 544, decided 6 October 2021.

DISCLAIMER

Not a law firm. Not legal advice. Statute-backed legal education only. This Educational Note states what the law and the cited judgments say, and describes where the illustrative facts sit relative to that law. It does not recommend any course of action and is not a substitute for advice from a qualified enrolled advocate, who should be consulted before taking any step regarding an actual consumer complaint, warranty dispute, or written statement.

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