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CONSUMER

# Kerala Consumer Commission Holds Eureka Forbes Liable for Service Deficiency Under CPA, 2019

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## Introduction

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In *Augstine K.A. v. Eureka Forbes Ltd. & Ors.* (CC No. 927 of 2023), the District Consumer Disputes Redressal Commission, Ernakulam, in its order dated 28th May 2025, held Eureka Forbes Ltd. and its authorized service provider liable for deficiency in service and unfair trade practices. The case arose after a newly purchased water purifier was improperly installed and failed to function from the outset, despite repeated complaints by the buyer. The decision highlights the responsibility of manufacturers and service providers to deliver proper post-sale service and reaffirms the consumer's right to an effective remedy under the Consumer Protection Act, 2019.

## Factual Background

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The complainant, Mr. Augstine K.A., an elderly and physically disabled painting worker, purchased an Aquaguard Crest UV water purifier from Nandilath G Mart (third opposite party) on 28th June 2023 for ₹10,200. Following the purchase, a service technician from Eureka Forbes Ltd. (first opposite party) visited his residence for installation. However, the technician negligently cut the hose and connected the purifier to an old, defective knob, rendering the unit non-functional from the outset.

Despite repeated service requests and a second technician diagnosing an “anticopper complaint,” no effective action was taken by the manufacturer or its authorised service provider to resolve the issue. The complainant submitted a formal complaint and provided the purchase invoice, but no remedial steps were taken. Left without a functional water purifier, he filed a consumer complaint under Section 35 of the Consumer Protection Act, 2019, seeking replacement or refund of the product, ₹15,000 as compensation for mental agony, and reimbursement of litigation costs.

## Contentions of the Parties

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- **Complainant's Allegation:** The complainant alleged gross negligence during installation, failure to provide post-sale service, and willful disregard of his grievances. He claimed that this resulted in financial loss, inconvenience, and considerable mental agony.
- **Retailer's (Third Opposite Party) Defence:** The retail seller, Nandilath G Mart, contended that it had no role in the installation or maintenance of the product. It stated that its responsibility was limited to the sale of the water purifier, which was delivered along with the requisite invoice, user manual, and warranty terms. As such, it denied liability for the actions of the manufacturer or the service technician.
- **Manufacturer and Service Provider:** Despite receiving notice from the Commission, Eureka Forbes Ltd. (first opposite party) and its authorised service provider (second opposite party) failed to appear or file a response. Consequently, they were proceeded against ex parte.

## Commission's Observations

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The Commission found that the complaint was maintainable under Section 2(7) of the Consumer Protection Act, 2019, as the product was purchased for personal use and the complainant qualified as a “consumer.” On examining the facts, the Commission made several key findings:

- The improper installation of the water purifier and the failure to address the complaint despite repeated requests constituted a deficiency in service under Section 2(11) of the Act.
- The failure of the first and second opposite parties to respond or participate in the proceedings amounted to a deemed admission of the complainant's allegations.
- The acts of negligence by the technician, followed by continued inaction, were held to be both negligent and willful, thereby aggravating the deficiency in service.

The Commission also referred to the Supreme Court's decision in *Ghaziabad Development Authority v. Balbir Singh*, [(2004) 5 SCC 65], affirming that compensation under consumer law must extend beyond actual monetary loss to include mental harassment, emotional distress, and inconvenience caused by the service deficiency.

## Relief Granted

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The Commission issued the following directions:

- 1. Replacement or Refund:** Eureka Forbes Ltd. and its authorised service provider were directed to replace the defective water purifier with a new unit of the same model and specifications within 30 days. If replacement is not feasible, they must refund the purchase price of ₹10,200.
- 2. Compensation and Costs:** An additional ₹5,000 was awarded to the complainant as compensation for mental agony, inconvenience, and physical hardship, along with ₹5,000 as litigation costs.
- 3. Interest on Delay:** In the event of non-compliance within 45 days from the date of receipt of the order, the amounts under Clauses 1 and 2 shall carry interest at 9% per annum from 4th December 2023 (the date of complaint) until realization.
- 4. Exoneration of Retailer:** The third opposite party, Nandilath G Mart, was absolved of liability, as the Commission found no deficiency in its role limited to the sale of the product.

## Legal Significance of the Ruling

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The order reaffirms the principle of vicarious liability, holding manufacturers accountable for the actions of their authorised service agents. It also reflects the legal consequences of failing to respond to consumer complaints or participate in proceedings before a consumer forum.

Importantly, the Commission emphasized the duty of manufacturers and service providers to ensure prompt and effective after-sales service. The ruling also demonstrates how consumer forums continue to uphold the objectives of the Consumer Protection Act, 2019, particularly in cases involving senior citizens or physically vulnerable individuals, by awarding relief that addresses both financial and non-financial harms.

## Conclusion

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The ruling in *Augstine K.A. v. Eureka Forbes Ltd. & Ors.* highlights the consumer forum's emphasis on post-sale accountability and service quality. By holding the manufacturer and its authorised service provider jointly liable, the Commission reaffirmed that neglecting after-sales obligations, especially towards vulnerable consumers, constitutes a clear deficiency in service under the Consumer Protection Act, 2019. The decision serves as a reminder that failure to address consumer grievances or participate in proceedings can lead to adverse findings and financial liability. Businesses must ensure not only product quality but also prompt and effective after-sales support.

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