

# Laptop: Not only the buyer, but the user can also complain | रसरंग में आपके अधिकार: लैपटॉप: खरीदार ही नहीं, यूजर भी कर सकता है शिकायत

[bhaskar.com/magazine/news/laptop-not-only-the-buyer-but-the-user-can-also-complain-134825042.html](https://bhaskar.com/magazine/news/laptop-not-only-the-buyer-but-the-user-can-also-complain-134825042.html)

April 13, 2025

## Your rights in Rasrang: Laptop: Not only the buyer, but the user can also complain

Gaurav Pathak



As laptops become an indispensable part of modern life, complaints regarding faulty products and poor after-sales services are increasingly being brought to consumer commissions. Whether it is an issue of overheating batteries, damaged screens or repairs that make the problem worse, the courts have made it clear that manufacturers and sellers cannot escape responsibility. Today we look at the legal framework applicable under the Consumer Protection Act and how the courts interpret the rights of laptop buyers.

**Who is responsible?** Many consumers purchase laptops under institutional schemes, such as government partnership. In *Co-ordinator IT vs Sujatha C.* (2019), a teacher had purchased a laptop under an IT education scheme. The laptop malfunctioned, but the agency implementing the scheme argued that it was only the coordinator and had no role in the actual transaction. The Kerala State Commission clarified that the responsibility for compensation rests only with the manufacturer from whom the product was purchased directly. It was held unconstitutional to impose joint responsibility on a coordinating agency that had no financial role. **What if the laptop explodes?** *Manoj Khaitan vs Sony India Pvt. Ltd.* (2007) was an interesting case. A laptop exploded as soon as it was switched on. The National Consumer Commission did not treat it as an isolated case but considered it a subject for collective litigation, as such battery-related problems were being reported globally. The court also held that such products could also be dangerous to life and property. In its order, it made it clear that security-related defects should be rigorously investigated and comprehensive consumer remedies should be implemented. **Can anyone else complain?** In *Prasenjit Biswas vs HP Services* (2021), the District Forum dismissed the complaint on the ground that the complainant was not the buyer. The laptop was in the name of his wife. The State Commission, while reversing the order of the District Forum, cited Section 2(1)(d) of the Consumer Protection Act, 1986 (now Section 2(7) of the 2019 Act), which also includes users of a product in the definition of 'consumer'. If the buyer agrees, the user of that product can also be a valid complainant. The Commission ordered that the repairs be completed without any additional charge, otherwise the amount recovered should be refunded with interest. Similarly, the case of *Rahul Banik vs Dell India Pvt. Ltd.* (2016) can also be seen. The complainant faced repeated defects in the laptop during the warranty period. However, the manufacturer claimed that the system was originally sold to someone else and the buyer had provided it to the complainant for use as a service. The Tripura State Commission rejected Dell's ownership argument.

**Not covered under warranty?** In *Sony India Pvt. Ltd. v. Jatinder Mittal* (2011), Sony refused to repair a screen defect, saying the damage was caused by external impact and was not covered under warranty. The Commission, however, found that the defect was reported immediately after purchase and it was the company's responsibility to prove that the damage was outside warranty. The consumer got the laptop repaired from a third party service centre and sought reimbursement of expenses. The UT Chandigarh Commission allowed the consumer's claim and ordered compensation.

**What are the key lessons for consumers?** Consumers should document any defects found in a product as soon as possible. Maintain a record of your communication with the manufacturer or service provider. While warranty terms are important, courts have made it clear that they will not be limited to the fine print of terms if there is a fundamental defect in the product or if service is unfairly denied. So consumers should not avoid approaching a consumer forum if they feel the problem is serious even though their product is not covered under warranty. **(The author is also the secretary of CASC.)**