

Moot Problem

Mr. Singhanian (aged 16 yrs.) is the student of a multi-media course in NIT institute – a premiere institute of computer education. The Course prescribed the requirement for laptop. The Institute specified the configuration/specifications for laptop to pursue such course.

Mr. Singhanian (for pursuing such course) traced an e-commerce website on the internet named as quickmart.com, a private company renowned as a leading destination for online shopping in India which deals with sale of fresh electronic computer items like laptop, desktop, printers etc. He saw different models of laptop on such e-commerce website and placed an order thereafter for the laptop that suits his requirement prescribed by the Institute. The order was based on Cash on-Delivery system. The company at the time of giving the confirmation order, delivered the description of the other laptop model sent through company's email address to Mr. Singhanian's email address. In addition, there was a telephonic conversation between a company's executive named as Mr. Jain and Mr. Singhanian regarding the consent of buying and delivering the laptop at the desired destination. As a matter of practice and in order to avoid confusion in the contract, the entire conversation was recorded by the company. Thereafter, the laptop was delivered to him in a couple of days at his desired destination through Speedy Class Couriers and he made the payment accordingly.

While checking the configuration of the laptop, he found that it was a mismatch from what he had ordered, and therefore, defeating the purpose for which he wanted to have the laptop i.e. rendering the laptop unfit for pursuing his computer course. Mr. Singhanian lodged a complaint on the customer care of the website named as quickmart.com and narrated the whole facts.

The customer care department of such e-commerce website, after a few days, called Mr. Singhanian that after the investigation they found that the order and the product delivered are of the same configuration. In addition to this, the e-commerce website named as quickmart.com said that they will look into the matter again and get back as soon as possible.

Mr. Singhanian received no communication in this regard within a reasonable time period from the company which has launched the leading e-commerce website named as quickmart.com. Mr. Singhanian called the customer care again but all he got was an automated computer generated message that the problem is resolved. Mr. Singhanian went to the company's office address for

further enquiry. He was told by the company that since quickmart.com outsources orders from private retailers as agents of the company, and therefore, the retailers are the ones who dispatch the products. The company has nothing to do with this matter. After receiving the retailer's address, Mr. Singhanian went to the retailer's office, where the retailer Mr. Rattan as agent of the company refused to speak to him by telling him that he was never his customer and he has sent whatever was asked to him. Furthermore, on the opening of the product, he finds that the product was a defective one and so he called the service centre of the laptop company who said that since the product was bought through a website, and therefore, that website shall provide the warranty. On going back to quickmart.com on this issue, he finds that the details regarding his buying of laptop is totally erased by the company. Mr. Singhanian felt disheartened and disappointed. Mr. Singhanian further went to the retailer and narrated the whole story and declared his intention to file a suit against the company. By observing the pathetic and depressed situation of Mr. Foster, the retailer as agent personally assured him by providing written acknowledgement on the letter pad of the company admitting that such laptop will be replaced within 10 days and Mr. Singhanian will be having no complaint against the company in the near future. Mr. Singhanian did not find any solution in this regard even after one month. Furthermore, he gave notice to the agent as well as the company regarding doing the needful in this regard within another 15 days but no reply was given by any of them on this matter.

In this context, Mr. Singhanian finally decides to go to the Civil Court for seeking remedy in this regard.