CENTRAL CONSUMER PROTECTION AUTHORITY
Room No 365, Krishi Bhawan, New Delhi - 110001

F.No. CCPA-2/44/2024-CCPA [E-34939]

In the matter of: Misleading Advertisement and Unfair Trade Practice By Eureka Forbes Ltd. Through Sale of their Water Purifiers.

CORAM:

Smt. Nidhi Khare, Chief Commissioner, CCPA
Shri Anupam Mishra, Commissioner, CCPA

Appearance on behalf of Eureka Forbes Ltd.

Shri Suresh Redu, Chief Technical Officer (R&D)
Shri Vivek Sharma, Chief Quality and Regulatory Office
Shri Nithyanand Shankar, Chief Business Officer (Customer Service)
Ku. Shilpa Jain, Company Secretary & Compliance Officer

Date: 05.08.2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as CCPA) has been established under section 10 of the Consumer Protection Act 2019 to regulate matters relating to violation of rights of consumer, unfair trade practices, false and misleading advertisement which are prejudicial to the interest of public and consumers and to promote, protect and enforce the rights of consumer as a class.

2. The Central Consumer Protection Authority (CCPA), in exercise of its statutory mandate under Section 18(1) of the Consumer Protection Act, 2019 (hereinafter referred as Act), is entrusted with the function of preventing unfair trade practices and ensuring that no false or misleading advertisement is made in respect of any goods or services, and further to ensure that no advertisement of goods or services is issued in contravention of the provisions of the said Act or the rules and regulations framed thereunder

3. In furtherance of the aforesaid mandate, the CCPA took suo-motu cognizance of the vast number (5508) of grievances registered at National Consumer Helpline (NCH) from 1st April 2023 to 27th June 2024 against the Eureka Forbes Ltd. (hereinafter referred as opposite party) that were pertaining to after sales service of water purifiers.

3.1. The grievances related to issues such as delay or denial of services, failure to provide after-sales support, charged for repair or not repairs within the warranty period and publishing of misleading advertisements:

S. No.	Nature of Grievances (from 1st April 2023 to 27th June 2024)	Count
1	Delay in Providing services	2161
2	After Sales Services not provided	1742
3	Charging for repair / Not repaired under warranty	349
4	Product found defective - No replacement/ refund as per customer demand	301
5	Same Problem Persist After Repairing	143
6	Non Delivery of Product / desired Products	62
7	Product damaged/ lost while providing services	56
8	Fraudulent Issue-Selling Fake/duplicate/counterfeit product	45
9	Overcharging	21
10	Other	93
11	Misleading Advertisements	18
12	Promised/offered gift not given	17
Grand Total		**5008**

3.2. Accordingly, a preliminary inquiry of the grievances registered on the NCH was undertaken, wherein it was found that:

i. The opposite party had engaged in unfair trade practices and misleading advertisement under the guise of offering annual maintenance plans.

ii. In certain instances, consumers had duly furnished the model details of the product to the authorized service centres, however, owing to undue delay in the availability of spare parts and in redressal of defects, the period of the Annual Maintenance Contract (AMC) expired without replacement of essential components / filters.

iii. That technician demanded payment from the consumers amounting to approximately fifty per cent of the value of the product, despite such demand was contrary to the terms of the AMC.

iv. Inspite of the lodging of repeated service requests during the existence of the said AMC, the company merely issued standardised and automated responses assuring attendance within 24 hours, but the company failed to render any actual service or maintenance in pursuance thereof.

v. The advertisement issued at the time of purchase of the RO system, proclaiming "Get Free Lifetime Re-installation and Uninstallation," was misleading.

vi. The alleged advertisement of "30 days money-back guarantee" coupled with a "no-questions-asked" return policy was also misleading. However, the claim was summarily repudiated by the opposite party on the ground that the product was allegedly no longer eligible for return.

3.3. Therefore, more than 5000 grievances received on NCH indicated possible violation of the Provisions of Consumer Protection Act 2019 impacting consumers as a class.

4. Accordingly, Notice dated 05.07.2024 was issued to the Opposite Party to submit response regarding the parameters set to determine the price of Annual Maintenance Contract, actions taken against the errant repair/service personal who defrauded the consumers. Additionally, it was also asked to specify the average life span of candles and other components based on specific geographies and water alkalinity. Along with the Notice, the allegations made in various consumer grievances received across multiple categories, such as delay in providing services, after sales services not being provided, charging for repair / not repaired under warranty period, product found defective and no replacement/ refund as per customer demand and misleading advertisement were also annexed. Thus, an opportunity was given to the opposite party to submit reply regarding the issues raised above along with supporting documents, if any.

5. In response to the above Notice, a reply vide email dated 22.07.2024 was received from opposite party, wherein, following submissions were made:-

5.1. Eureka Forbes Ltd. is a pioneer in the direct to home cleaning appliances industry and has won the trust and confidence of 8 million customers through its dedicated efforts, unmatched services, and offering new innovative products.

5.2. Eureka Forbes does not and has not in the past indulged in any form of unfair trade practices.

5.3. The company had provided the necessary clarification with regards to the service, replacement, refunds (as applicable) based on terms and conditions and the same may be seen on the NCH Portal where company has responded to the complaints.

5.4. It does not falsely represent its services or conceal information which are falsely claimed to be misleading advertisements. The terms and conditions of our products and services are mentioned at https://www.eurekaforbes.com/terms-and-conditions and are also mentioned separately with products and services at the time of purchase.

5.5. All manufacturing units are ISO 9001:2015 certified and enclosed copy of certificates.

5.6. The company has in place 'Quality Assurance System' to ensure that the quality of components used, and the finished goods produced follow the defined specifications.

5.7. Company have validated Water Purifier products from third party renowned testing agencies (Aquadiagnostics Water Research & Technology Centre Ltd.) for life test performance as per International Protocols and as per IS 16240 standards (for RO based water purifiers) which are designed to capture a wide variety of water quality and tough site conditions existing in the field.

5.8. To cater to localised water quality issues like higher turbidity and iron, the company has optional attachments (for Water Purifier units) like external pre-filter and iron removal filters to address localised supply of water quality issues.

6. The reply submitted by the Opposite Party was examined by the CCPA and it was noted that:

6.1. It has neither placed on record whether any actual and satisfactory redressal was provided to the grievances of consumers, nor has it furnished any specific response to the queries raised in the Notice issued by the CCPA, particularly w.r.t. the promises made at the time of sale of AMC and the subsequent limitations allegedly disclosed to consumers at later stage of claim. Thus, posed prejudice to consumer rights and has given rise to substantial grievances.

6.2. Secondly, the emphasis of the opposite party in its reply, to the effect that the terms and conditions such as *"free repair visits", "1 hour service and complaint resolution", "one time free replacements of consumables, pump replacements", "Get Free Lifetime Re-installation and Uninstallation"* etc. governing the products and services were separately disclosed to consumers at the time of purchase. However, the substantial number of grievances registered by consumers on the National Consumer Helpline (NCH) indicates that consumers were not adequately informed of the actual terms & conditions, clauses, limitations, and deficiencies in the AMC.

6.3. Thirdly, with respect to the pricing of the Annual Maintenance Contract, the remedial or disciplinary actions, if any, initiated against errant repair or service personnel alleged to have defrauded consumers, and the average life span of candles, filters, and other components, duly correlated with specific geographical conditions and variations in water alkalinity were all not provided.

6.4. Further, the company was unable to furnish any substantive reply or materials particularly addressing the aforesaid concerns raised in the Notice. Thus, CCPA was satisfied that there exists a prima-facie case of violation of consumer rights, misleading advertisement and unfair trade practice which lead to the necessity of further scrutiny. Therefore, vide letter dated 17.10.2024 CCPA forwarded the matter to DG (Investigation) CCPA for detailed investigation.

7. The Investigation report dated 04.11.2025 was received from DG (Investigation) CCPA wherein the following findings were submitted:

7.1. That regarding the high number of consumer complaints, they admitted that there were lapses on their part. Opposite party acknowledged that the deficiencies were primarily attributable to their service providers. They further stated that appropriate action has been taken and FIR has been filed against the service provider.

7.2. It was submitted that Eureka Forbes has taken strict disciplinary action against the service providers for the fraud committed against the customers, the actions included filing of FIRs, terminations of contract etc.

7.3. When detailed information regarding the grievances was sought from the company, the data furnished was found to be insufficient. The company merely provided a tabular summary indicating the number of complaints resolved at the end of the year, as shown in the table below. However, it could not be ascertained from the data that whether the redressal provided to the consumers was actually satisfactory:

Year	No. of Complaints received during the year	Number of complaints resolved at close of the year
2022-2023	36,44,840	34,20,345
2023-2024	39,45,982	37,12,546
2024-2025	42,39,029	39,93,876

7.4. Further, the company submitted response to the specific complaints mentioned in the Show Cause Notice, stating that some were resolved after service visits. However, in several cases, they were unable to locate resolution details due to incomplete or old data, which raises doubt whether those complaints were actually resolved, as no conclusive evidence was provided.

7.5. The company submitted two test reports (in-house and third party) indicating that the water purifiers can filter over 6000 litres of water. However, the third party report lacks NABL accreditation and does not specify the testing methodology and further raising doubts about its authenticity.

7.6. Moreover, it is observed that the test reports do not fully address the request and lack following.

Requested Items	Present in Report	Remarks
Average lifespan of candles / filters (I-Filter, Chemi-Block)	X	Not covered or mentioned
Lifespan of RO membrane	↙	Given (=9400 L – 14100 L
Lifespan of UV lamp	X	Not included
Lifespan of Taste Enhancer cartridge	X	Not included
Segmentation by geographic region	X	All tests done in lab under controlled water (750 ppm NaCl), no regional variation reported

7.7. This deliberate lack of truthful and honest representation has eroded the consumers trust and mislead them. Such trade practice has, therefore, caused adverse impact upon rights of consumers as a class.

7.8. Thus, a case of misleading advertisements, and unfair trade practices under the Consumer Protection Act, 2019 stands established.

8. In view of the findings in the DG (Investigation) Report and following principles of natural justice, CCPA vide letter dated 05.12.2025 shared the investigation report with the opposite party to furnish their comments by 11.12.2025. Thereafter, an opportunity of hearing was also provided on 15.12.2025.

9. Vide email dated 11.12.2025 Ku. Shilpa Jain, Company Secretary & Compliance Officer of the opposite party submitted the following response:

9.1. Customer Facing Process:
The high volume of customer interaction reflects routine service touchpoint inherent to the product category and not consumer dissatisfaction. Following measures are adopted by the company to enhance customer experience.

i. Transparent communication of all terms and conditions: To ensure full transparency, terms and conditions are clearly stated on invoices and on official website of the company.

ii. AMC Pricing and Propositions: The details of category of AMC plan, their price range and benefits are mentioned on the website of the company.

Eureka Forbes Limited
CIN: L27310MH2008PLC188478 I Website: www.eurekaforbes.com
Registered / Corporate Office: B1/B2, 701, 7th Floor, Marathon Innova, Off Ganpatrao Kadam Marg, Lower Parel, Mumbai - 400 013, Maharashtra, India. Tel: +91 22 48821700 / 62601883.

EUREKA FORBES
Friends For Life

AMC Products	Base	Silver	Gold	Platinum
Repair visit	Free Repair visits	Free Repair visits	Free Repair visits	Free Repair visits
Maintenance visit	0 Free Maintenance visit per year	1 Free Maintenance visits per year	2 Free Maintenance visits per year	3 Free Maintenance visits per year
Consumable	25% Discount on Consumables (Once during the AMC period)	One Set Free Consumable kit per year excluding membrane, to be charged at 50% discount	One free Consumable Kit* every year	One free Consumable kit* every year

https://www.eurekaforbes.com/amc-new-terms-and-condition

iii. Service Improvement Interventions: It is stated that service improvement is an ongoing process and the company has implemented several structural, operational and technology-led initiatives to improve responsiveness, service, reliability and overall customer satisfaction.

a) The Company has, in furtherance of strengthening its service delivery and grievance redressal framework, launched "Gathiman programme" in the year 2022, a structured service-acceleration programme designed to operationalize a nationwide 1 hour fulfilment model for installations and resolution of customer complaints.

b) With a view to reinforcing service governance in regions experiencing persistent operational challenges, the Company, commencing from the year 2023, established twenty-five company-owned and company-operated (COCO) service centers across nine cities. The said centers were instituted to ensure standardization of service processes, enforce quality control mechanisms, and facilitate expeditious resolution of customer grievances.

9.2. Consequent Management: Action taken and Intervention:

i. The Company affirms that it accords the priority to customer grievances and adopted approach against errant service personnel, service technicians, and franchisee service partners by initiation of disciplinary action, which includes, issuance of warning letters, imposition of penalties, termination of engagement and initiation of criminal proceedings wherever warranted.

a) During Financial Year 2024–25 (FY'25): The services of two service technicians and one franchisee service partner were terminated. Warning letters, monetary penalties, and other disciplinary actions were imposed against four employees, two service technicians, and four franchisee service partners.

b) During the Financial Year 2026 (FY'26): A First Information Report (FIR) was lodged against one employee. The services of one employee, five service technicians, and one franchisee service partner were terminated. Warning letters, penalties, and other disciplinary measures were issued against two employees, ten service technicians, and one franchisee service partner.

ii. The Company has implemented a penalty and consequence framework including non-fulfillment of complaints within twenty four hours and is applicable to its service partners, service technicians, and employees, in accordance with the governing contractual and applicable provisions.

iii. Product Technical Details: As per prevailing regulatory requirements, all domestic RO water purification systems are mandated to comply with IS

16240:2023. These systems typically comprise lifespan of 6000 liters for an I-Filter, Chemi-Block, Membrane, UV Lamp, and Taste Enhancer. Except for the 5000 burning hours for the UV lamp.

10. During the hearing held on 15.12.2025, Shri Suresh Redu, Chief Technical Officer (R&D), Shri Vivek Sharma, Chief Quality and Regulatory Office, Shri Nithyanand Shankar, Chief Business Officer (Customer Service), Ku. Shilpa Jain, Company Secretary & Compliance Officer appeared on behalf of the opposite party and submitted the following:

10.1. The nature of water purifier is that it requires regular service intervention and grievances at NCH are not complaints rather they are service requests and therefore the concept of AMC has been brought into play.

10.2. In recent time it has launched "Gathiman", a structured service-acceleration programme towards 1 hour fulfilment for resolution of customer complaints. Also it is a company-owned and company-operated (COCO) service centers to improve the consumer experience.

10.3. On an average, the company receives 300-400 complaints in a month from the channel of NCH and 93% to 94% complaints are resolved within 2 days. In the past there was no forum to raise an issue as company maintained redressal through their authorised partners and relied only on offline network.

10.4. The Company introduced a technology-enabled, next-generation technician application providing real-time operational visibility and enabling systematic prioritization of escalated work orders. In addition thereto, a dedicated Supervisor Application was deployed, granting frontline supervisory personnel direct oversight of escalated matters, thereby ensuring timely closure of customer grievances.

10.5. In order to effectively manage seasonal surges in customer service requests and to maintain prescribed service quality standards during peak periods, the Company, from the year 2023 onwards, implemented periodic performance-linked incentive schemes for service personnel.

10.6. Additionally, in several issues company have taken appropriate step to issue refund or exchange the product. However, in some cases consumers have denied refund and has opted for renewal of AMC.

10.7. Moreover, from the year 2024, the Company has also established a Central Escalation Management Desk tasked with the real-time monitoring, prioritisation, and resolution of escalated customer cases. Further, the Company has deployed an advanced Online Reputation Management (ORM) and social-listening system, which continuously monitors customer complaints on digital platforms and improves escalation and response mechanisms.

11. The Central Authority, after careful consideration of the submissions (oral and written) made by the opposite party as well as the findings recorded in the investigation report observes that –

11.1. Section- 2(28) of the Consumer protection Act, 2019 defines "misleading advertisement" in relation to any product or service to mean an advertisement:

- **i)** falsely describes such product or service; or
- **ii)** gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; or
- **iii)** conveys an express or implied representation which, if made by the manufacturer or seller or service provider thereof, would constitute an unfair trade practice; or
- **iv)** deliberately conceals important information;

11.2 Under Section 2 (47) of the Act 'unfair trade practice' refers to the practice when for the objective of promoting the use or supply of any service, any person, adopts unfair or deceptive practice inter-alia any statement, whether orally or in writing or by visible representation including by means of electronic record which representation that the goods or services have sponsorship, approval, performance, characteristics, accessories, uses or benefits which such goods or services do not have or representation that the seller or the supplier has a sponsorship or approval or affiliation which such seller or supplier does not have.

11.3. Inter alia, the statute prescribes that making of any representation to the public which, in form or substance, purports to constitute a promise, warranty, or guarantee to replace, maintain, or repair an article or any part thereof, or to repeat or continue a service until the attainment of a specified result, where such representation is materially misleading in nature or where there exists no reasonable likelihood that the said warranty, guarantee, or promise shall be honoured or fulfilled amounts to unfair trade practice thereby manipulating informed decision making of consumers.

12. From a bare reading of the above provisions of the Act, it is clear that any advertisement should:

i. contain truthful & honest representation of facts,

ii. Not indulge in unfair Trade practice as defined in Section 2(47) of the Act. It should be free from false representation that the goods/services are of particular standard, approval, performance or benefits [(Section 2(47) (d)] and should not make false or misleading representation concerning the need for or usefulness of any goods or services (Section 2(47) (f) and further a promise to replace, maintain or repair an article or any part thereof if such purported warranty or guarantee or promise is materially misleading or if there is no reasonable prospect that such warranty, guarantee or promise will be carried out Section 2(47) (h – [B]) of Consumer Protection Act with respect to unfair trade practice.

iii. Disclose important information in such a manner that they are clear, prominent and extremely hard to miss for viewers/consumers so as to not conceal important information.

iv. The underlying object of consumer protection legislation is to empower consumers by ensuring access to complete, accurate, and transparent information, thereby enabling them to make informed choices. In furtherance of this objective, with the enactment of the Consumer Protection Act, 2019, the traditional doctrine of caveat emptor has undergone a marked transformation, giving rise to the principle of caveat venditor.

13. Upon consideration of the material placed on record, including the terms of the Warranty and Annual Maintenance Contract (AMC), consumer grievances, investigation reports, and annexed documents, prima facie it was observed that the Opposite Party made following claims at the time of selling the AMC:

i. Unlimited service visits for breakdown, Annual All Filter Replacement, Replacement of spare parts shall be made free of charge.
ii. One-time replacement of consumables.
iii. Assured service (within 24 hours) timelines.
iv. Lifetime free re-installation and uninstallation, worth ₹ 1400/-, now free.
v. 30-days money-back guarantee with a no-questions-asked return policy.

13.1. "Unlimited service visits for breakdown, Annual All Filter Replacement, and Replacement of spare parts":
The document provided to the consumer at the time of taking AMC states that:

> *"All Filter get replaced free of charge, every year for continued purity assurance".*
> *"On breakdown, damaged parts shall be replaced with new spare parts free of charge". **(Annexure-1)***

Further, the terms governing the Warranty and the Annual Maintenance Contract which is provided to consumers once he has availed the Warranty / AMC in its para 5 states that:

> *"Any additional visit during the contract period as and when required, on the event of any repair visit / malfunctioning of the product on consumer's complaint shall be attended free of charge....". **(Annexure-2)***

Upon consideration of the consumer grievances it is noted that the Opposite Party had expressly represented that unlimited service visits and replacement of spare parts including malfunctioning of the product on consumers complaint would be provided free of cost during the existence of the relevant coverage period of AMC. Contrary to these express assurances, the material evidence demonstrates that consumers were, in fact, subjected to the levy of charges for

spare parts during the operative period of the said coverage. This conduct, is being in direct contradiction to the representations so made, and constitutes a clear breach of the terms forming the basis of the contractual relationship between the parties. The imposition of charges is in derogation of such assurances which is not only arbitrary and unjustified but also undermines the objective of fair trade w.r.t. transparency in disclosures that govern consumer transactions. Accordingly, such conduct on the part of the Opposite Party is unsustainable.

Example: Consumers (Docket No. 4521558 Ms. Priyanka Bid & 4415101 Mr. Pramod kumar) had initially availed repair services in respect of a water purifier under a valid AMC. Further, completion of the first service visit, the technician had undertaken certain repairs; however, the water purifier ceased to function properly shortly thereafter, indicating that the defect had not been effectively rectified. In view of the persisting malfunction, the consumer was constrained to requisition a second service visit.

During this subsequent visit, the attending technician proceeded to replace the water filters, which, as per the terms of the subsisting AMC, were covered and ought to have been provided without any additional charge. In addition thereto, the technician replaced iron cartridges, being pre-filtration components intended for the removal of excessive dissolved iron, rust particles, and metallic odour from the water supply, and levied a charge of ₹1,195/- for the same.

Additionally, para 40 of the terms of warranty provided to the consumers after engaging in the contract mentions that:

> *"For any repairs required / conducted beyond the period of the annual maintenance contract, the same shall be provided on a chargeable basis. Service charge of ₹. 530/- shall be charged per visit by the service technician.."* ***(Annexure-3)***

It is noted that certain restrictive conditions governing the levy of charges for services and/or spare parts during the course of the warranty or AMC were neither disclosed nor brought to the notice of the consumer at the time of sale, i.e. at the stage of formation of the contract. Instead, such conditions were introduced and enforced only at the stage when the consumer approached for availing services subsequent to the registration and payment of AMC which is in contradiction b/w disclosures made at the point of sale and disclosures made in the terms and conditions. The imposition of undisclosed and restrictive conditions, after having induced the consumer into the transaction on the basis of assured benefits, constitutes a clear case of misrepresentation and amounts to an unfair trade practice. Such conduct is not only contradictory to contractual fairness but also vitiates the very basis of informed consumer consent. Further, it strikes at the root of consumers right to be informed and therefore, cannot be permitted.

Example: Consumer (5395371 Rojalin Mohanty and 4693702 Mr. Ravi Kiran N) at the time of purchase of a water purifier on 18.06.2022, was expressly assured that the product would be accompanied by two complimentary services to be availed at intervals of six months within a period of one year. However, when the consumer sought to avail the second complimentary service on 25.05.2023 within the warranty period, a charge of ₹530/- was levied. This instance unequivocally demonstrates a failure on the part of the Opposite Party to honour its express assurances and reflects a false representation regarding the nature and extent of services offered.

13.2. One-Time Free Replacement of Consumables,"
The Terms and Conditions of the Annual Maintenance Contract (AMC), as framed by the Opposite Party which is provided to consumers once he have availed the Warranty / AMC, expressly and unequivocally entitles the consumer for one-time free replacement of as stated in its para 1 (b) that:

> *"Only one set of consumables shall be replaced for all the products, during one year of the validity of the genuine Annual Maintenance Plan". **(Annexure-4)***

In light of the explicit stipulations embodied in the AMC, the levy of charges towards replacement of consumables, at the stage when the consumer sought to avail benefits i.e. one free consumable kit squarely covered under the AMC including Gold AMC, is contrary and in direct violation of the binding contractual terms. The Opposite Party, having voluntarily undertaken such obligations, cannot resile therefrom to the detriment of the consumer. Such conduct constitutes a clear breach of contractual obligations. Further, in instances consumers had duly furnished the model details of the product to the authorized service centers, the Opposite Party failed to ensure timely availability of requisite spare parts and to effectuate prompt redressal of defects. As a consequence of such inordinate delays attributable solely to the Opposite Party, the tenure of the AMC lapsed without the replacement of essential components and/or filters to which the consumers were contractually entitled.

13.3. "Service Within 24 Hours and Complaint Resolution Within 1 Hour":
The documents on record of opposite party including mention of Gatiman Program under service improvement intervention head states that:

> *The Company launched Gatiman Prrogram in 2022, a service-acceleration program enabling a nationwide 1 hour fulfillment model for installation and complaint resolution. **(Annexure-5)***

The above initiatives cited by the Opposite Party in its submission dated 11.12.2025 namely the "Gathiman Programme 2022, a nationwide 1 hour fulfilment model for installations and resolution of customer complaints" incentive schemes, Central Escalation Desk, and ORM system are analyzed by CCPA not on the basis of their stated objectives or formal institutional existence, but on effectiveness in securing timely and satisfactory redressal of consumer

grievances. Given that a water purifier constitutes an essential household appliance, directly impacting daily cooking, potable water safety, and the overall well-being of consumers, the failure to provide prompt and effective after-sales service as promised assumes heightened significance.

The company's message to consumers on their mobile number also assures that:

> *"Dear customer, your complaint no. is.... Our technician will visit within next 24 working hours to attend your request".* ***(Annexure-6)***

The submissions of the Opposite Party read in conjunction with data obtained from the NCH, reveals a clear dissonance between the representations made at the point of sale such as assured service within 24 hours or complaint resolution within 1 hour and the actual service delivery experienced by consumers wherein the either the service was not provided and if provided was after a period of several days or months. This stark divergence between promise and performance cannot be regarded as trivial or inadvertent. Thus, such representations, having induced consumer reliance, assume the character of binding assurances, the breach of which constitutes a serious lapse in the discharge of contractual obligations. The Opposite Party cannot absolve of its binding contractual obligations to render timely, efficient, and effective after-sales support as expressly promised.

13.4. "Assurances of Lifetime Free Re-Installation And Uninstallation":
The advertisement issued at the time of purchase of the RO system categorically proclaimed

> *"Free Lifetime Re-installation and Uninstallation. Worth ₹ 1400/-, now free"* ***(Annexure-7)***

The expression "lifetime," when employed in commercial representations of this nature, conveys to a reasonable and prudent consumer that the benefit shall endure for the entire operational life of the product. However, subsequent limitation was disclosed when the consumer claims to avail such service, the limitation was that the offer was in fact confined to a period of five years from the date of purchase and limited to two instances of free reinstallation constitutes a material curtailment of the original representation. The imposition of such material limitations, absent prior and clear disclosure, materially alters the substance of the representation and renders the original advertisement misleading.

13.5. The Opposite Party had prominently assured prospective purchasers through their misleading advertisement of:

> *"30 days money-back guarantee" coupled with a "no-questions-asked" return policy,* ***(Annexure-8)***

The impugned advertisement / claim appears, on its face, designed ostensibly to instill consumer confidence and to stimulate the sale of the Opposite Party's water purifiers. By its plain and natural meaning, such advertisement / claim constitutes a clear assurance that any consumer, upon invoking the stipulated return policy within the prescribed period, would be entitled to obtain a refund without any impediment. However, it is evident from the grievance registered on the NCH that when the consumer sought to avail of the aforesaid assurance, the claim was summarily repudiated on the ground that the product was allegedly no longer eligible for return. This stance is prima facie inconsistent with the advertisement / claim held out to the consumers.

Example: A consumer purchased the water purifier on 23.03.2024 and initiated a return request on 13.04.2024, which falls within the advertised return period. Notwithstanding the same, when the consumer attempted to submit the return request through the Opposite Party's website, an error message was displayed stating that the product was no longer eligible for return. This denial or disclosure of limiting conditions at the time of purchase, further substantiates the allegation that the representation was deceptive in effect and operation.

In view of the foregoing, such conduct, therefore, bears the indicia of a misleading advertisement, inasmuch as it induces consumers to make a purchase on the faith of a representation that is not honoured in practice and contravenes the principles of fair trade practice.

13.6. Inter-alia, during the hearing, the authorized representative of the Company was unable to place on record any defined parameters or objective criteria governing the determination of refund eligibility in matters where consumers were not satisfied with the AMC service of the opposite party. Further, the representative was also unable to furnish documentary evidence or consolidated data indicating the quantum or particulars of refunds already issued by the Company. They merely indicated the actions taken against authorized service partner subsequent to the Notice of CCPA and admitted the lapses in consumer grievance resolution process.

14. Considering the above, the absence of fair and transparent disclosures is concealment of important information regarding the impugned services offered for sale. It further emerges that such terms and drawbacks were disclosed to consumers only at the stage when claims were raised during the subsistence of the AMC, thereby indicating a lack of transparency and prior disclosure at the time of purchase. This lack of transparency not only causes confusion among consumers of ordinary prudence but also undermines consumer confidence, informed choice and potentially poses serious risks to health safety and monetary losses for the consumers.

15. It is imperative to mention that statutory provisions mandates diligence to be carried out for offering sale of goods and services and contravening the same, amounts to violation of consumer rights, misleading advertisement and unfair trade practice. In the present matter CCPA observed the following:

15.1. The advertisement / claims such as "Lifetime free re-installation and uninstallation, worth ₹ 1400/-, now free" and "30-days money-back guarantee with a no-questions-asked return policy" were found to be misleading as it has given a false guarantee and deliberately concealed important information to mislead consumers as to the nature, substance, quantity or quality of such product or service. Thus, obscures its commercial intent and renders the advertisement misleading.

15.2. The contentions of the Opposite Party w.r.t. claims such as "Unlimited service visits for breakdown, Annual All Filter Replacement, Replacement of spare parts shall be made free of charge", "One-time replacement of consumables". "Assured service (within 24 hours) timelines" is untenable. As the Opposite Party failed to make full, fair, and truthful disclosures by way of omission or breach of contractual obligations for the guarantee of service given at the time of sale of product and thus, constituted unfair trade practices.

15.3. The NCH data and the consumer grievances revealed concealment and discrepancies of material information relating to essential contractual provisions and restrictive clauses in AMC at the point of sale and the absence of such fair, and clear disclosure does not satisfy the explicit informed consent in consumer transactions. This further indicates lack of robust mechanism for redressal of consumer grievances, even when the same was brought to the notice of the Opposite Party.

15.4. It is noted that explicit informed consent refers to a specific, informed and unambiguous indication of an individual's choice / option, given through a statement or by a clear affirmative action, which indicates agreement to a specific product or services provided by the company. The process flow for obtaining consent through any user interface shall be designed in such a way that consent cannot be taken from the consumer without going through the applicable terms and conditions, if any.

15.5. The authorized service providers of the company acts as the opposite party's extended operational arm and has injured the rights of consumers to fair and transparent disclosure to ascertain whether replacement, repair, or maintenance services in respect of the products were covered under the Annual Maintenance Plan (AMC) or not. Such failure defeats the statutory mandate of transparency, informed consent, and consumer autonomy and consumer rights as envisaged under the consumer protection law.

15.6. It is appropriate to reiterate that the opposite party has failed to adhere to the obligations of disclosure at the time when the goods and services were offered for sale to consumers, whether directly by the company or through its authorized service providers. Hence, this violates Section 2 [9 (ii & vi)] of the Act which includes right to be informed about the product or services as the case may be so to protect the consumers against unfair trade practices and the rights to consumer awareness.

16. For the foregoing reasons, CCPA is of the view that the conduct of the opposite party in handling their claims and grievances reflects inconsistency in the remedial measures adopted, coupled with a lack of adequate evidence demonstrating effective communication with consumers. Consequently, the CCPA finds no merit in the Opposite Party's contentions and concurs with the findings and concerns recorded in the Director General (Investigation)'s Report, as well as its own observations. Accordingly, the CCPA holds that the Opposite Party has contravened the provisions relating to consumer rights, engaged in misleading advertisements, and adopted unfair trade practices. In view of the nature and extent of the violations established, the CCPA is of the opinion that it is also necessary to levy a penalty.

17. The CCPA is empowered under Section- 21 of the Consumer Protection Act, 2019 to issue directions to the advertiser of false or misleading advertisement to discontinue or modify the advertisement and if necessary, it may, by order, impose a penalty which may extend to ₹10 lakh and for every subsequent contravention may extend to ₹ 50 lakh.

18. Further, Section 21 (7) of the above Act prescribes that following may be regarded while determining the penalty against false or misleading advertisement:-

a. the population and the area impacted or affected by such offence;

b. the frequency and duration of such offence;

c. the vulnerability of the class of persons likely to be adversely affected by such offence,

d. the gross revenue from the sales effected by virtue of such offence.

19. In view of the above, the CCPA hereby issues the following directions:

i. To initiate providing Do it Yourself (DIY) Videos/Schematics for minor repairs or replacement of parts such as candles/filters and provide wide availability of genuine spare parts in the markets.

ii. To ensure a truthful disclosure of all relevant information at the point where goods are offered for sale by the opposite party and sensitize their Authorized Service Providers for fair disclosure of terms and conditions of AMC.

iii. The opposite party shall periodically carry out self-audit pertaining to the satisfaction of consumer redressal w.r.t. grievances registered on NCH and ensure that such deceptive trade practice under the garb of AMC are not practised in interest of consumers.

iv. The opposite shall pay a penalty of ₹ 5,00,000/- for indulging in misleading advertisement and unfair trade practice.

v. The opposite party shall submit a compliance report to CCPA on the above directions within 15 days from the date of this Order.

20. The above order and directions are passed in exercise of the powers conferred upon CCPA under section 10, 18, 20, 21 of the Consumer Protection Act 2019.

(Nidhi Khare)
Chief Commissioner

(Anupam Mishra)
Commissioner

AMC Details

AMC Invoice

Gold Benefits ₹3,299

Unlimited service visits for breakdown
Use Eureka Forbes App/Website to book service request for emergency

Annual all filter replacement
All filters get replaced free of charge, every year for continued purity assurance

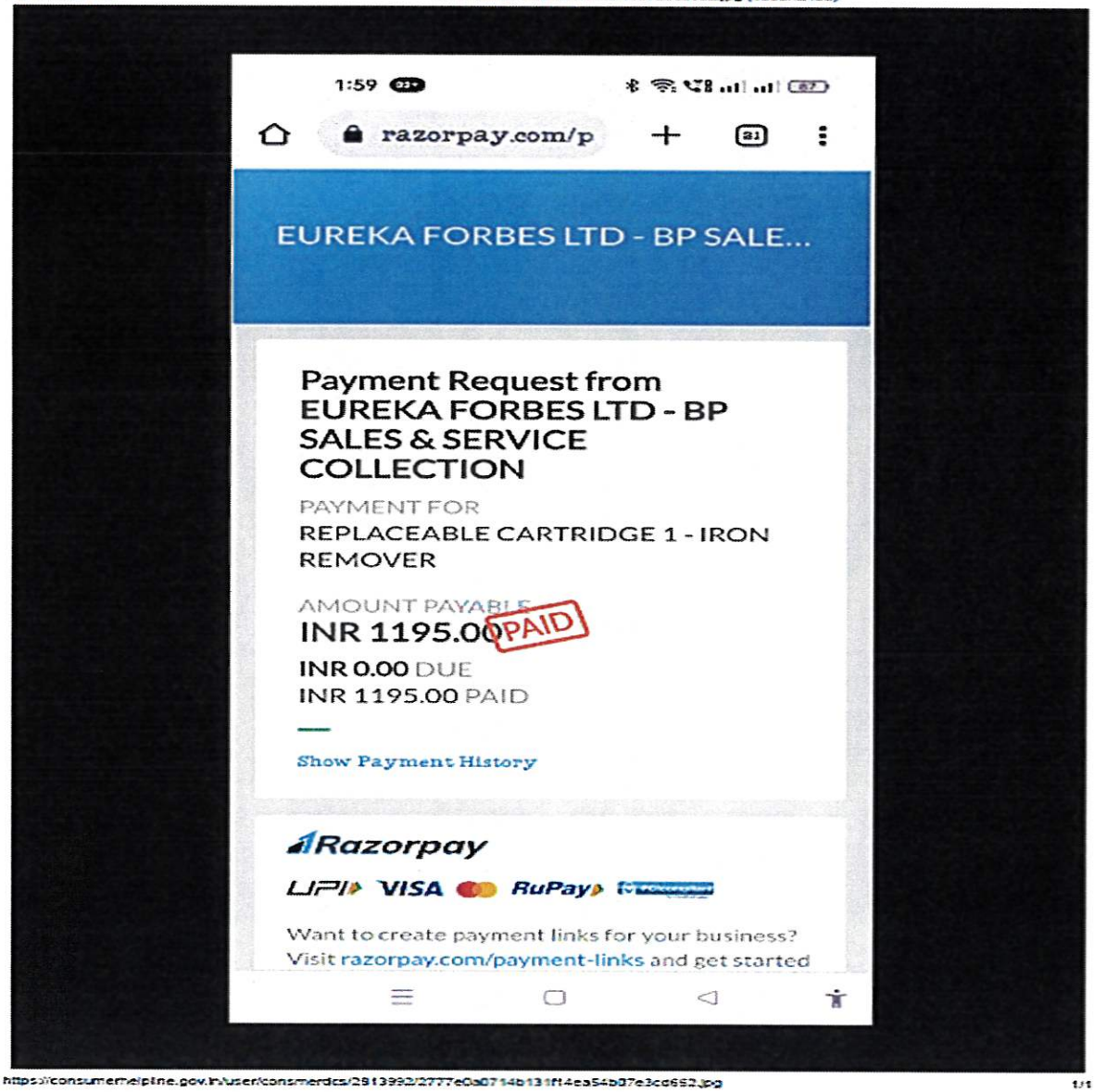
Replacement of spare parts
On breakdown, damaged parts shall be replaced with new spare parts free of charge

BOOK A SERVICE

7/5/24, 4:47 PM INGRAM | Grievance Details

Complaint Details	Our purifier was not working for some time. We took an Annual Maintenance Contract (AMC) from Eureka Forbes for ₹10,025 and called a technician for repair. They repaired but after they left the purifier stopped working again. When we called a technician for the second time, the technician replaced the water filters, which were covered under AMC and also changed the iron cartridge and charged extra ₹1195. After the technician left, I noticed that my old iron cartridge did not need to be replaced and the technician gave us false information and forced us to replace something that was not needed. After the technician left, the purifier stopped working again. I want a complete refund of the total amount of ₹11,220 and I am ready to return whatever new parts were fitted to my water purifier.

7/5/24, 4:48 PM 2777e0a0714b131f14ea54b07e3cd652.jpg (1080x2400)



https://consumerhelpline.gov.in/user/consmercs/291392/2777e0a0714b131f14ea54b07e3cd652.jpg 1/1

Docket No. 4680573

Complaint Details Eureka Forbes have charged me an amount of Rs. 5200 for providing annual comprehensive contract for the period 27-10-2022 to 26-10-2023. I have raised a complaint for water purifier repair on 02-06-2023 Repair Request No. CM-020623-1013385 10 and Eureka Forbes have sent a person from Karthika Services for repair and even when my RO is under comprehensive contract, the sub agency appointed by Eureka Forbes ie Karthika Services has taken an amount of Rs. 5670 from me. Eureka Forbes should return my amount of Rs. 5670 immediately.

← **Device Details**

Aquaguard Geneus Water Purifier
Cust. ID. 1013362157

Information | **Warranty/AMC**

Contract Description
Comprehensive Contract

Validity
27 Oct 2022 to 26 Oct 2023

INVOICE / RECEIPT

KARTHIKA SERVICES

Authorised Franchaise : Eureka Forbes
H.No. :10-2-643/1, Vidyanagar, Karimnagar

No. 156 Date 23/06/23

M/s. Mr. Naveen Nicholas

Sl. No.	PARTICULARS	Qty.	Rate	Amount Rs.	Ps.
1	Genes RO Kit	1		5,670-	
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
	TOTAL			5,670-	

Signature

Docket No. 5395371

Product Value(INR)	1000-10000	**Nature of Complaints :**	Charging for repair / Not repaired under warranty
Complaint Details	Following up since last 2 months with the company for replacement of a faulty spare part. The technician charged Rs.850 for the service in his first visit which was two months back. The same has been intimated to the company. Again after using it for a couple of days the water filter stopped working. When we contacted the company, they told us to pay Rs.4500 for replacement of the faulty part which is still covered under warranty. Responding to our mails, they are repeating the same answer that the problem will be resolved within 24 hours, but neither has any technician visited us nor the company has called us for a solution. We are facing health issues because of impure water we are drinking. Request your intervention in the matter. Complaint ID with the company is UMMQ-206300		
Attachments	File 1 | NA | NA |		

Eureka Forbes Customer Care <Customercare@eurekaforbes.com> Sat, Jan 6, 2024 at 3:36 PM
To: mohanty.rosalin@gmail.com

-#-Please-type-your-reply-above-this-line-#-

TicketId: #UMMQ-205913

Eureka Forbes Customer Care
2024 Jan 06, 10:05 UTC

Dear Ms. Chitralekha,

Greetings and thank you for contacting Eureka Forbes customer support. We regret the inconvenience caused to you.

As per our telephonic conversation on 9556712111, you have mentioned your concern.

Your service request number is CM-060124-23518002.

Please note, INR. 530/- is applicable as service charge. In case of any replacement of spare part required, charges will be applicable accordingly. We request you to kindly show the invoice to the technician at the time of technician visit to avoid the Service charges.

We are assigning your complaint to our service technician for speedy resolution.

Within 24 hours, a service technician will be sent to resolve your request. Your concerns have been escalated to the senior team members for prompt action.

Regarding your replacement related concern, we would like to request you to kindly revert us with your purchased point or the product invoice, so that we can proceed further and assist you in the best possible way.

As our valued customers, your satisfaction is our top priority and we certainly do not intend to cause inconvenience to you.

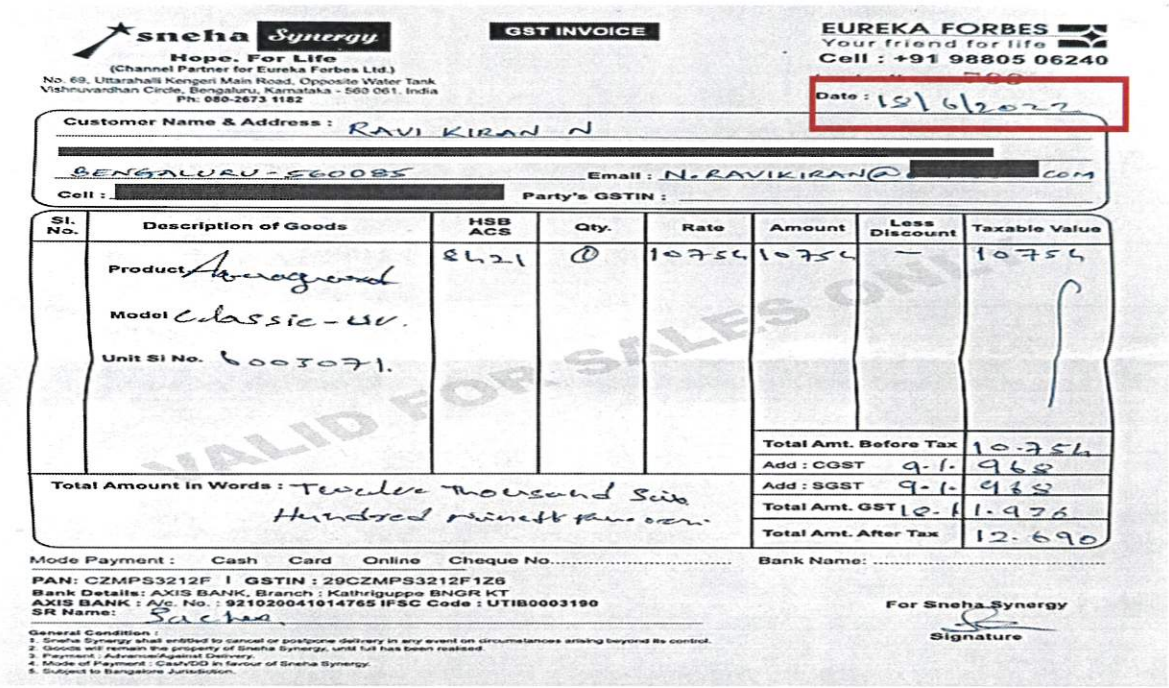
Please be assured that we will definitely assist you in the best way possible.

Please download our customer APP from the link below to get real time status updates of your open complaints.

www.eurekaforbes.com

Complaint Details

Grievance - the water filter came with 2 free services. The company charged Rs. 530.00 for the second service on 25/May/2023, due to faulty record maintenance at their end. At the time of the second service, my aged parents were at home, and they had to undergo the trauma of having to deal with the service technician to make payment on the spot. Initial complaint raised with Eureka Forbes call centre on 25/May/2023 - no resolution provided till date Complaint escalated to their central helpdesk by email on 16/Jun/2023 - no resolution provided till date, however somebody claiming to be their regional representative made an abusive call to me from a private mobile number, details of which were escalated to their CEO on 17/Jun/2023 Complaint further escalated to their CEO's mail ID on 17/Jun/2023 - no resolution provided till date other than false assurances Scan copy of the grievance mail trail (Document 1), the original invoice (Document 2) and SMS images of fee receipt of Rs. 530 and the original complaint ticket number (Document 3) are enclosed herewith for your kind reference.



sneha Synergy
Hope. For Life
(Channel Partner for Eureka Forbes Ltd.)
No. 69, Uttarahalli Kengeri Main Road, Opposite Water Tank
Vishnuvardhan Circle, Bengaluru, Karnataka - 560 061. India
Ph: 080-2673 1182

GST INVOICE

EUREKA FORBES
Your friend for life
Cell : +91 98805 06240

Date : 19/6/2022

Customer Name & Address : RAVI KIRAN N
[redacted]
BENGALURU - 560085 Email : N.RAVIKIRAN@[redacted].com
Cell : [redacted] Party's GSTIN :

Sl. No.	Description of Goods	HSB ACS	Qty.	Rate	Amount	Less Discount	Taxable Value
	Product Aquaguard Model Classic-UV. Unit Sl No. 6003071.	8421	1	10754	10754	—	10754

Total Amt. Before Tax	10754
Add : CGST 9.0%	968
Add : SGST 9.0%	968
Total Amt. GST 18.0%	1936
Total Amt. After Tax	12690

Total Amount in Words : Twelve Thousand Six Hundred Ninety Rupees Only

Mode Payment : Cash Card Online Cheque No..... Bank Name: .....

PAN: CZMPS3212F | GSTIN : 29CZMPS3212F1Z6
Bank Details: AXIS BANK, Branch : Kathriguppe BNGR KT
AXIS BANK : A/c. No. : 921020041014765 IFSC Code : UTIB0003190
SR Name: Sachan

For Sneha Synergy
Signature

General Condition :
1. Sneha Synergy shall entitled to cancel or postpone delivery in any event on circumstances arising beyond its control.
2. Goods will remain the property of Sneha Synergy, until full has been realised.
3. Payment : Advance/Against Delivery.
4. Mode of Payment : Cash/DD in favour of Sneha Synergy.
5. Subject to Bangalore Jurisdiction.

Ravi Kiran N
2023 Jun 16, 15:54 UTC

Hi,

I am making a complaint against an unfair and unprofessional practice from Eureka Forbes.

Here are the data points to note:

1. I bought a new Aquaguard water filter (Model: Classic UV) on 18/Jun/2022 (Unit Sl No. 6003071) from Sneha Synergy (your Channel Partner) in Bangalore.

2. I was told that the new water filter comes with two complimentary services at a gap of 6 months each (total of 1 year)

3. The first service was done sometime in Oct/Nov/Dec quarter of last year, and it was complimentary

4. When we called for the next complimentary service on 25/May/2023, the service engineer refused to honour the complimentary service and demanded Rs. 530 that had to be paid by us. He said there is no systemic record of us having bought the water filter, and hence it is a paid service.

5. My aged parents were at home and had to pay Rs. 530 without any other go. We received the message that Rs. 530 had been received against the Customer code 6002400289 from Eureka Forbes

6. We raised a complaint against this with you on the same day (Compliant No. CM-250523-9861939), but in the last 21 days there has been no action taken nor any response sent to us

I am escalating this matter to you to demand:

1. An apology for treating a customer so badly and demanding visting charges where none had to be charged

5

2. An apology for system inconsistency at your end, resulting in such a bad experience for us

3. A refund of the amount paid with interest

I sincerely hope you will redress my complaint immediately and meet the aforesaid demands. In case of no satisfactory action from your side within the next 10 days, I will take this complaint to the Consumer redressal forum.

Regards

Ravi Kiran

+91 99451 68920

Mail sent by [redacted] support

From: deepa.customercare <deepa.customercare@eurekaforbes.co.in>
Sent: Friday, June 16, 2023 9:54 PM
To: n.ravikiran@outlook.com
Subject: Aquaguard complimentary service not provided **Complaint escalation**

-#-Please-type-your-reply-above-this-line-#-

TicketId: #AOZB-545780

deepa.customercare
2023 Jun 16, 16:24 UTC

Dear Ravi,

Greetings and thank you for contacting Eureka Forbes customer support. We regret the inconvenience caused to you.

I can see that your product is out of warranty, and it was valid till 01.01.2018 to 31.12.2018.

Also, below are the warranty features:

1. 2 Mandatory services.

2. Unlimited breakdown service.

3. Consumable parts would be chargeable.

However, we are forwarding this issue to our respective team, and they will do the needful.

Your new complaint number is CM-160623-10704009.

Within 24 hours, a service technician will be sent to resolve your request. Your concerns have been escalated to the senior team members for prompt action.

Please note, as your product is out of warranty, INR. 530/- is applicable as service charge. In case of any replacement of spare part required, charges will be applicable accordingly.

Please download our customer APP from the link below to get real time status updates of your open complaints. (Applicable for water purifier devices).

www.eurekaforbes.com

For further assistance please contact us using your registered phone number or email address for a hassle-free service.

1 June 2023

Payment of Rs. 530.00 has been received against your Sales order9081747218. Ref No:SC0100435408Thank you. EurekaForbes
9:03 am

Dear Customer, we have received Rs. 530.00 against the customer code 6002400289, will share the Eureka Forbes receipt no. shortly. For more details call 1860 266 1177.
9:03 am

Docket No. 5936288

Original for Recipient

EUREKA FORBES

TAX INVOICE
EUREKA FORBES LIMITED
NO. 365, 3RD CROSS NEAR MUTHOOT FINANCE#
ANNASANDRAPALYA BENGALURU. 560017
www.eurekaforbes.com

GSTIN: 29AAACE5767F1ZG PAN: AAACE5767F CIN: U27100MH1931PLC353890
GST Principal Place of Business: No 8/3 Srinidhi Arcade 2nd Floor13thCross Lalithanandra Extension wilson Garden BANGALORE 560027
Name of State: Karnataka State Code: 29
Tax is Payable on Reverse Charge (Yes/No) : No
Invoice No : IN22KA0057180 Ref No : 8217140174 Invoice Date : 27.07.2021
IRN No :

Mode of Transport:
Veh No:
Place of Supply: 29 - Karnataka
Ack No :
Ack.Date :

Details of Receiver(Billed to) : 1009611527
Name: TARUN GOEL
[redacted]
Name of State: Karnataka
State Code : 29
GSTIN/Unique ID:
PO Number and Date : 608514

Details of Consignee(Shipped to) : 1009611527
Name: TARUN GOEL
[redacted]
Name of State : Karnataka
State Code : 29
GSTIN/Unique ID:
PO Number and Date : 608514

S. No.	Description Of Service	SAC code	Qty	Unit	Rate	Total(Base Price)	Discount / Abatement	Taxable Amount	CGST Rate	CGST Amount	SGST Rate	SGST Amount
1	Maint & repair services of electrical household appliances INPUTSC36 INFINITY-36 LITH COMP AMC For AMC Period From 23.08.2021 To 22.08.2024	998715	1	NOS	5339.00	5339.00	0	5339.00	9 %	480.50	9 %	480.50
	Total Amount					5339.00	0.00	5339.00		480.50		480.50

Invoice Total(In Words): SIX THOUSAND THREE HUNDRED AND ZERO PAISE Only.
Invoice Total 6300.00

Execution Partner: 0000092284-RAVINDRA KUMAR MISHRA

TERMS AND CONDITION OF SALE
1. In case of AMC refer contract receipt for AMC terms.
2. Payment by "Account Payee" Cheques / Drafts only in the name of Eureka Forbes Limited.
3. Payment received beyond due date will attract interest @ 18% P.A for the period of delay.
4. Concessional rate of Tax charged or exemption from charging tax will apply only if the appropriate declaration / form(s) is /are received along with P.O , otherwise the buyer is liable to pay full tax.
5. Subject to Mumbai jurisdiction
We certify that the particulars given above are true and the amount indicated represents the price actually charged for the service and there is no flow of additional consideration directly or indirectly from the buyer for this transaction.

Validity unknown
Digitally Signed By:
DS EUREKA FORBES LIMITED 01
Mon 30-Aug-2021 14:16:41 IST
Kavita Gandhi
Authorized Signatory

ORIGINAL FOR RECIPIENT

Tax Invoice

EUREKA FORBES LIMITED

(Formerly Forbes Enviro Solutions Ltd.)

Ardeen Fair, 2nd Floor, Pai Layout, Old Madras Road,, Benagnahalli Bangalore Karnataka India 560016

WWW.EUREKAFORBES.COM , Tel: 080-28532011

GSTIN: 29AABCF3759R1ZT PAN: AABCF3759R CIN: L27310MH2008PLC188478

GST Principal Place of Business :C-4 Office No 143,Bommasandra Industrial Area, Ankel Taluk,Bengaluru (Bangalore) Rural, Off. HOSUR ROAD, HEBBAGODI VILLAGE, BANGALORE 560099

Name of State: Karnataka State Code: 29

Tax is Payable on Reverse Charge (Yes/No) : No

Invoice No. : I23290201593 Ref No.: 0804702704 Invoice Date : 26.03.2023

IRN :

Sales order no : 67028647 Sales order Date : 26.03.2023 Delv No. : 63053221

Mode of Transport:
Veh No:

Place of Supply: 29 .
Karnataka
Ack.NO :
Ack.Date :
No. of packages :

Details of Receiver(Billed to) PAN No. :

Customer Code : 1009011527

Name : TARUN GOEL

[redacted]

State Code - State : 29 - Karnataka

GSTIN/Unique ID

PO Number and Date : SO-260323-318460 , 26.03.2023

Details of Consignee(Shipped to)

Customer Code : 1009011527

Name : TARUN GOEL

[redacted]

State Code - State : 29 - Karnataka

GSTIN/Unique ID :

PO Number and Date : SO-260323-318460 , 26.03.2023

S.No.	Description Of Goods / Service	HSN / SAC code	Qty	Unit	Rate Rs.	Total (Base Price) Rs.	Disc / Abat	Taxable Value Rs.	CGST Rate	CGST Amount Rs.	SGST Rate	SGST Amount Rs.
1	GWPAINVUK00050 AG I-NOVA UV KIT Batch: 01	84219000	1.000	NOS	847.46	847.46	0.00	847.46	9 %	76.27	9 %	76.27
	Total Amount					847.46	0.00	847.46		76.27		76.27

Invoice Total (In Words): RUPEES ONE THOUSAND ONLY.

Sales by:

Invoice Total	1000.00
TCS 0.000 %	0.00
Total Amount	1,000.00

TERMS AND CONDITION OF SALE

1. In case of AMC refer contract receipt for AMC terms.
2. Payment by "Account Payee" Cheques / Drafts only in the name of Eureka Forbes Limited.
3. Payment received beyond due date will attract interest @ 18% P.A for the period of delay.
4. Concessional rate of Tax charged or exemption from charging tax will apply only if the appropriate declaration / form(s) is /are received along with P.O , otherwise the buyer is liable to pay full tax.
5. Subject to Mumbai jurisdiction

We certify that the particulars given above are true and the amount indicated represents the price actually charged for the service and there is no flow of additional consideration directly or indirectly from the buyer for this transaction.

REGISTERED OFFICE: B1/B2, 701, MARATHON INNOVA, OPP GANPATRAO KADAM MARG, LOWER PAREL, MUMBAI 400013

Dispatched From: BANGALORE Karnataka India 560016 Tel :

Validity unknown
Digitally Signed By:
DS EUREKA FORBES LIMITED 3
Sun 26 Mar 2023 14:10:[illegible] IST
Srinivas Ayyagari
Authorised Signatory

https://consumerhelpline.gov.in/supervisor/grievance-details.php?gid=4552648&&sid=5&&cid=284 1/

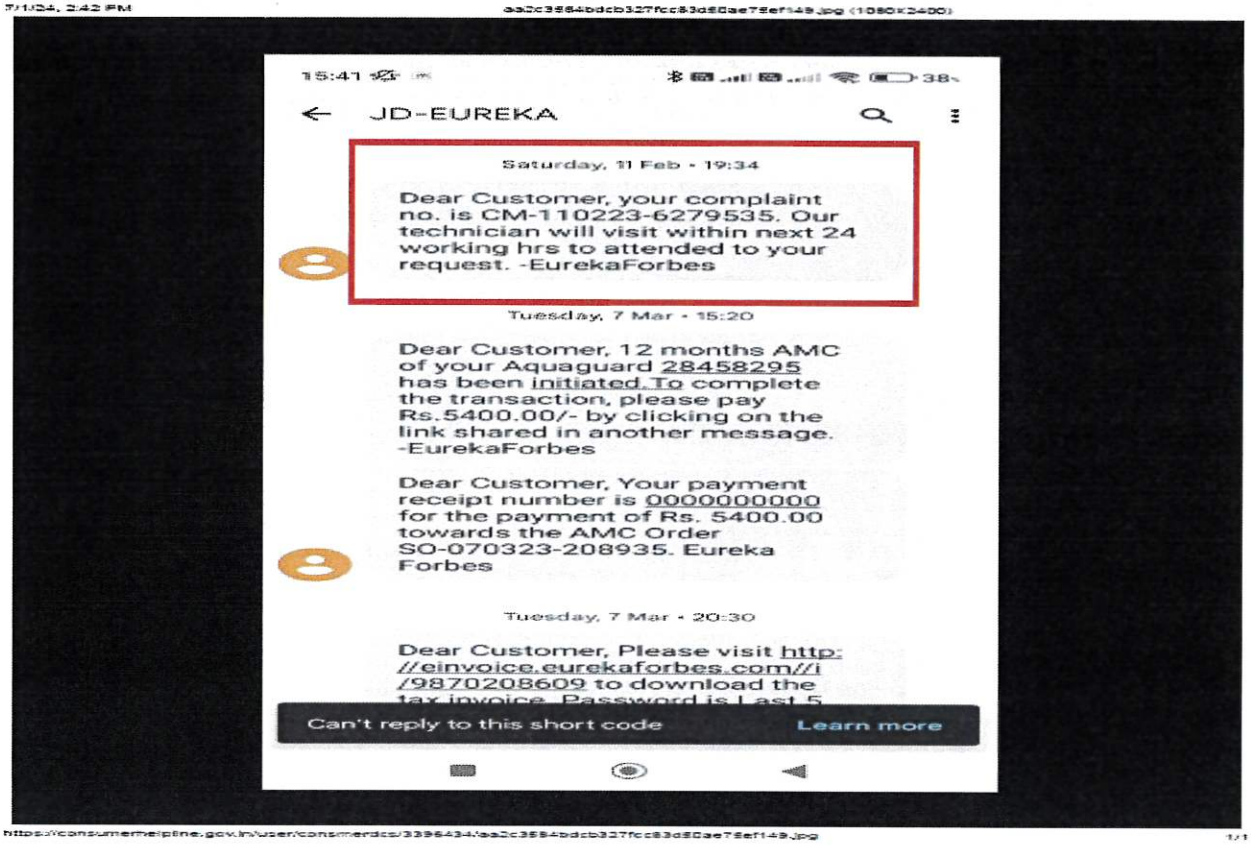
7/5/24, 2:32 PM INGRAM | Grievance Details

Complaint Details	Dear Sir/Madam, I am writing to escalate a complaint against Eureka Forbes Limited regarding the non-delivery of consumables and the subsequent mishandling of the complaint. I have exhausted all possible channels of communication with the local Goa team and the corporate email ID: deepa.customercare@eurekaforbes.com, but unfortunately, no action has been taken to resolve this matter. Before placing the order for the consumables, I was assured on availability of stock. This assurance of ready stock availability and supply was the sole reason for placing the order with the local team. However, upon requesting the payment link, it was informed to me that the consumables were, in fact, not available. This discrepancy led to unnecessary delays and inconvenience. I have diligently followed up with the local Goa team and the corporate email ID, providing them with all the necessary details and invoices. Despite my efforts, there has been a complete failure on their part to address the issue or provide any updates. This lack of communication and inaction from Eureka Forbes Limited has caused significant frustration and wasted my valuable time. Additionally, I would like to highlight the initial issue I faced with the non-availability of spare parts. This further adds to the uncertainty and dissatisfaction surrounding my experience with Eureka Forbes Limited. Due to the continuous inconvenience caused by their lack of proper service, I request a full refund of the amount paid, totalling Rs 19,990/-. They are welcome to retrieve the machine whenever it suits their convenience. Moreover, I insist on being compensated with an additional amount of Rs 20,000/- to account for the time wasted and the unnecessary tension caused by the mismanagement of my complaint. It is evident that there has been a complete failure in handling my complaint, as it was mistakenly registered for a different product, namely the Euro Forbes Water filter, instead of the Forbes ROBO VAC N MOP NUO as intended. Furthermore, I received a call from the Mumbai team (9082851230) asking me to close the complaint, despite my explicit communication that the complaint was assigned to the wrong product. This highlights the internal miscommunication within Eureka Forbes Limited, which has further exacerbated my dissatisfaction. I would like to bring to your attention the timeline of my communication with Eureka Forbes Limited for your reference: Mail 1 dated 08 May 2023 - Complaint raised along with the invoice. Mail 2 dated 09 May 2023 - Informing your team about the incorrect assignment of the complaint (response to TicketId: #AOZB-496508). Mail 3 dated 12 May 2023 - Follow-up mail (response to TicketId: #AOZB-497550). Mail 4 dated 12 May 2023 - Requested a response for the return (response to TicketId: #AOZB-500542). Mail 5 dated 16 May 2023 - Follow-up mail (response to TicketId: #AOZB-504608). WhatsApp communication on number 9762344976 on 04 May 2023, 05 May 2023, 07 May 2023, 08 May 2023 I kindly request your intervention and assistance in resolving this matter promptly. I expect Eureka Forbes Limited to fulfil their obligations by delivering the consumables, providing the requested refund, and compensating me appropriately for the inconvenience caused. Thank you for your attention to this matter. I look forward to a prompt resolution and your timely response. ---------- Product purchase in name of Kiran Khobrekar Address: 40/3 Saraswati Jairam Nagar, AP Dabolim, Near Kidzee School, South Goa 403801 Invoice date 29/04/2023 Product Name: Forbes ROBO VAC N MOP NUO GFCDFRCLNN0000 1114802037002431 ---------- Regards, Jagadish Sawant.
Attachments	File 1 (../user/consmerdcs/2410518/70f25867c61246415e3fc2d0aac9dc74.pdf)| File 2 (../user/consmerdcs/2410518/f7870c72deb7b789ffe4105367d5667e.pdf)| File 3 (../user/consmerdcs/2410518/6ab1a2f987aa51617976ae47bb692a23.jpg)|
Status	Disposed

7/1/24, 2:38 PM INGRAM | Grievance Details

Complaint Details	hi, I am customer of Eurekforbes since last 6 years with customer ID 1012461587. I had requested service request for water purifier in Feb 2023 but no one responded or attended to it. As there was no response , I had purchased AMC in the month of March 2023 by paying 5400 Rs. but still no one attended service request. I am writing emails to customer care almost everyday but they are sending reply with standard response that request will be attended in 24 hours and they sometime calls to repeat what is written in their email. till date no one called or attended the service request. with this, I would like to get it resolved with the help of consumer forum. Please do the needful.
Attachments	File 1 (../user/consmerdcs/3396434/5e4b3c291244aa2100b6ae694bb21099.jpg)| File 2 (../user/consmerdcs/3396434/aa2c3584bdcb327fcc83d50ae75ef149.jpg)| File 3 (../user/consmerdcs/3396434/d61a9987941c4580385d658cdf8f64b9.jpg)|
Status	Disposed

7/1/24, 2:42 PM aa2c3584bdcb327fcc83d50ae75ef149.jpg (1080×2400)



https://consumerhelpline.gov.in/user/consmerdcs/3396434/aa2c3584bdcb327fcc83d50ae75ef149.jpg 1/1

Gmail

Apurva Patel < [redacted] @gmail.com>

Re: Pathetic Service despite having AMC of Water Purifier.

deepa.customercare <deepa.customercare@eurekaforbes.co.in> Fri, May 12, 2023 at 5:03 PM
To: adpatel18@gmail.com

TicketId: #AOZB-501102

Apurva Patel
2023 May 12, 11:08 UTC

Dear Ms Deepa

I only got a call on my number 9881648572 saying we'd visit within 24

hours.

6 days have passed but no one has visited yet.

Thank you for giving me more evidence of your pathetic service.

---

deepa.customercare
2023 May 06, 10:37 UTC

Dear Dinesh,

Greetings and thank you for contacting Eureka Forbes customer support. We regret the inconvenience caused to you.

As per our telephonic conversation on 9881648572, we would like to inform you that your complaint has been escalated to our service partner for quick resolution.

Your new complaint number is CM-060523-9215297.

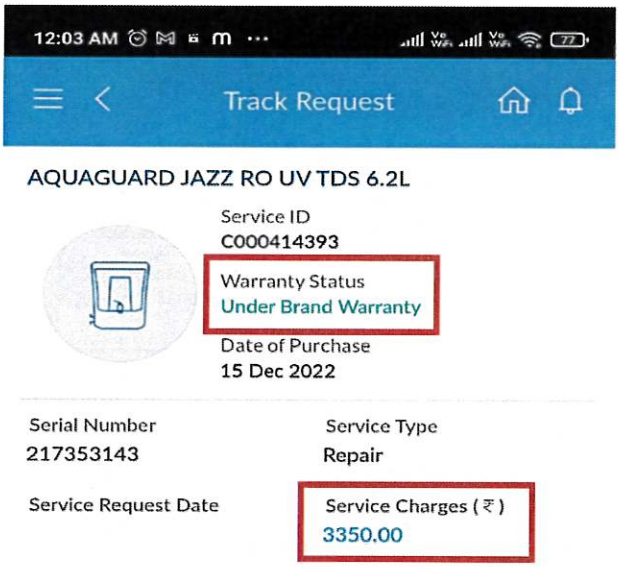
Within 24 hours, a service technician will be sent to resolve your request. Your concerns have been escalated to the senior team members for prompt action.

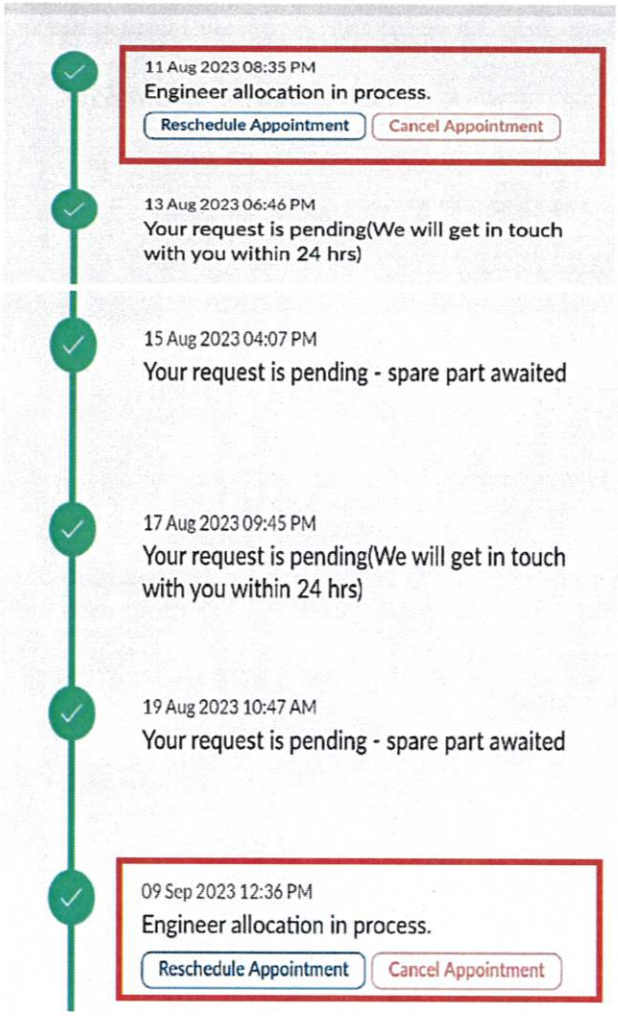
Please download our customer APP from the link below to get real time status updates of your open complaints. (Applicable for water purifier devices).

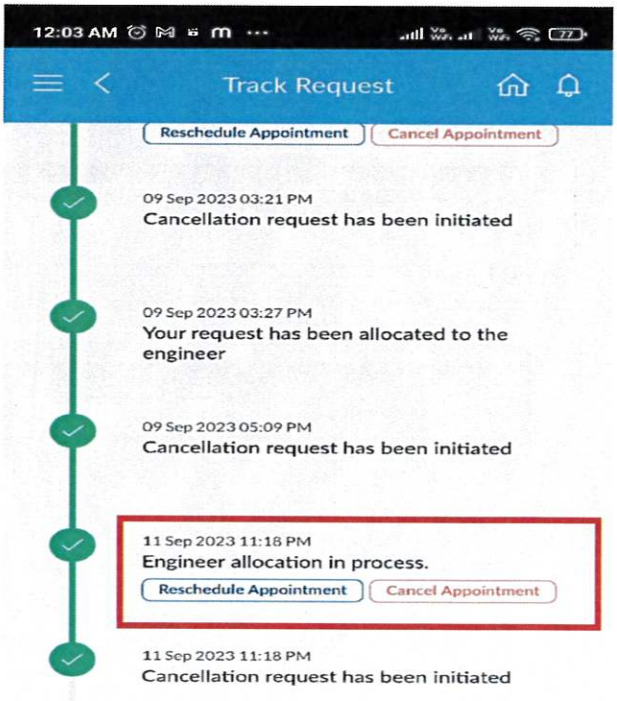
www.eurekaforbes.com

Docket No. 4916531

Complaint Details I have purchased Aquaguard JAZZ RO UV TDS 6.2 L from Reliance digital on 15th December 2022 with one year warranty on the product. On August 11th 2023 I have raised a service complaint to ResQ (service centre of reliance digital) as the Aquaguard started giving water with bad taste and smell. Engineer visited and found that filter need to be changed to resolve the issue and accordingly he raised the spare parts/filters request to his company with oral assurance that as product is in the warranty hence it will be changed without any charges. He left the problem unresolved and told us to wait maximum 72 hrs as once he will receive the spare parts/ filters he will visit again and change the same. After that we keep waiting and following over phone to customer care and ResQ team But they were not responding properly and always made us wait. Finally after one month I got call from ResQ that they will change the same with charges of Rs 3350.00 otherwise they will close the service request. Now My Grievances is as mentioned below. 1. If Product is in the warranty and as promised by retailer that within warranty period they will change filter or other spare parts if any issue arise like poor water quality or non -functioning of the machine without any charges , but now they are asking charges which is not acceptable. 2. Normally to close a service request maximum time taken is 72 hrs but in my case same has not been resolved since more than one month. This may expose our family member for serious health issues also even after paying money to purchase so called good quality product which is non- functioning because of worst after sale service of ResQ since last one month. My humble request to forum is to please look into the matter and do the needful. Bill of the product and screenshot of timeline and action taken by ResQ from ResQ app has been enclosed for your necessary







Get exclusive rewards and privileges upto Rs 11400*



About Aquaguard Select

The Aquaguard Select Club opens up a world of exclusive benefits and privileges to our customers who purchase our premium collection of Aquaguard Select water purifiers. We invite you to experience a world of privileges with Aquaguard Select. Get exclusive benefits and privileges upto Rs 11,400* on purchase of Aquaguard Select.

Aquaguard Select Water Purifiers

TO CLAIM YOUR DIAMOND GIFT VOUCHER

Click here

Here's a list of benefits that you can avail!

GET REWARDED WITH DIAMOND GIFT VOUCHER

On purchase of Aquaguard Select water purifier win Diamond gift voucher worth Rs 5000 from Surat diamond jewellery

Diamond Gift voucher worth ₹5,000

*T&C Apply

25% OFF ON EXTENDED WARRANTY

On purchase of Aquaguard Select Water Purifier get 25% discount on extended warranty

25% OFF

*T&C Apply

LIFETIME RE-INSTALLATION & UN-INSTALLATION, WORTH ₹1400, NOW FREE

FREE

*T&C Apply

GET UP TO ₹2000 OFF ON SELECT PRODUCTS!

Buy Aquaguard Select and get discount upto Rs 2000 on Eureka Forbes Select Products

Upto ₹2,000 OFF

*T&C Apply

ORIGINAL FOR RECIPIENT

EUREKA FORBES

Tax Invoice
EUREKA FORBES LIMITED
(Formerly Forbes Enviro Solutions Ltd.)
Bhavgandh ,Plot no. 54, Vidya Nagar, Behind Ganpati hospital,, Akashwani Chowk Jalgaon
Maharashtra India 425002
WWW.EUREKAFORBES.COM , Tel: 0257-2241010/2230883

GSTIN: 27AABCF3759R1ZX PAN: AABCF3759R CIN: L27310MH2005PLC155478
GST Principal Place of Business : 3RD Floor,Naseoh Centre, Postal Colony MUMBAI 400071
Name of State: Maharashtra State Code: 27
Tax is Payable on Reverse Charge (Yes/No) : No
Invoice No. : 123270051371 Ref No.: 9869881182 Invoice Date : 30.06.2022
IRN :
Sales order no : 6000544802 Sales order Date : 19.06.2022
Delv No. : 34071524

Mode of Transport:
Veh No:
Place of Supply: 27 - Maharashtra
Ack.NO :
Ack.Date :

Details of Receiver(Billed to) PAN No. :
Customer Code : 6002055041
Name : BHUSHAN DALVI
[redacted]
GSTIN/Unique ID :
PO Number and Date : SO2730421 , 19.06.2022

Details of Consignee(Shipped to)
Customer Code : 6002055041
Name : BHUSHAN DALVI
[redacted]
GSTIN/Unique ID :
PO Number and Date : SO2730421 , 19.06.2022

S.No.	Description Of Goods / Service	HSN / SAC code	Qty	Unit	Rate Rs.	Total (Base Price) Rs.	Disc / Abat	Taxable Value Rs.	CGST Rate	CGST Amount Rs.	SGST Rate	SGST Amount Rs.
1	GWPDANRUA110000 AQUAGUARD SELECT EDGE RO+UV+MTDC+ 123220041230050	84212190	1.000	NOS	21177.96	21177.96	0.00	21177.96	9 %	1906.02	9 %	1906.02
	Total Amount					21177.96	0.00	21177.96		1906.02		1906.02

Invoice Total (In Words): RUPEES TWENTY FOUR THOUSAND NINE HUNDRED NINETY ONLY.
Sales by:

Invoice Total 24990.00
TCS 0.000 % 0.00
Total Amount 24990.00

Remarks :-

TERMS AND CONDITION OF SALE
1. Goods once sold will not be taken back or exchanged
2. Goods are sold on ex. Eureka Forbes Limited office/ godown basis
3. No claim will be entertained by Eureka Forbes Limited for any loss arising out of damage or shortage of goods as per this invoice unless written communication of such loss or damage is reported to the company within 7 days of receipt of goods supported by documentary evidence. In the absence of such intimation, it will be presumed that the goods have been received in good order and condition.
4. Goods are subject to warranty in terms of Warranty Conditions.
5. Payment by "Account Payee" Cheques / Drafts only in the name of Eureka Forbes Limited.
6. Payment received beyond due date will attract interest @ 18 % P.A for the period of delay.
7. Concessional rate of Tax charged or exemption from charging tax will apply only if the appropriate declaration / form(s) is /are received within 7 days from the date of this invoice , otherwise the buyer is liable to pay the difference of tax.
8. Subject to Mumbai jurisdiction
We certify that the particulars given above are true and the amount indicated represents the price actually charged for the goods and there is no flow of additional consideration directly or indirectly from the buyer for this transaction.

REGISTERED OFFICE: B1/B2, 701, MARATHON INNOVA, OFF GANPATRAO KADAM MARG, LOWER PAREL, MUMBAI 400013
Dispatched From: Bhavgandh ,Plot no. 54, Vidya Nagar, Behind Ganpati hospital, Akashwani Chowk JALGAON Maharashtra India 425002 Tel : 0257-2241010/2230883 EUREKA FORBES LIMITED 2

Signature Not Verified
Digitally signed By:
Thu 30-Jun-2022 20:39:40 IST
Kavita Gandhi
Authorized Signatory

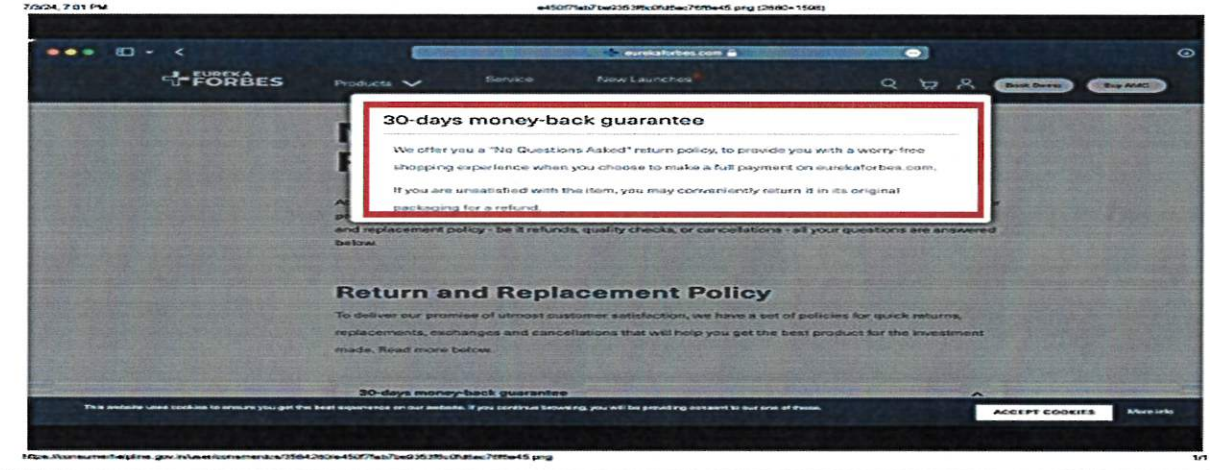
Page 1 of 1

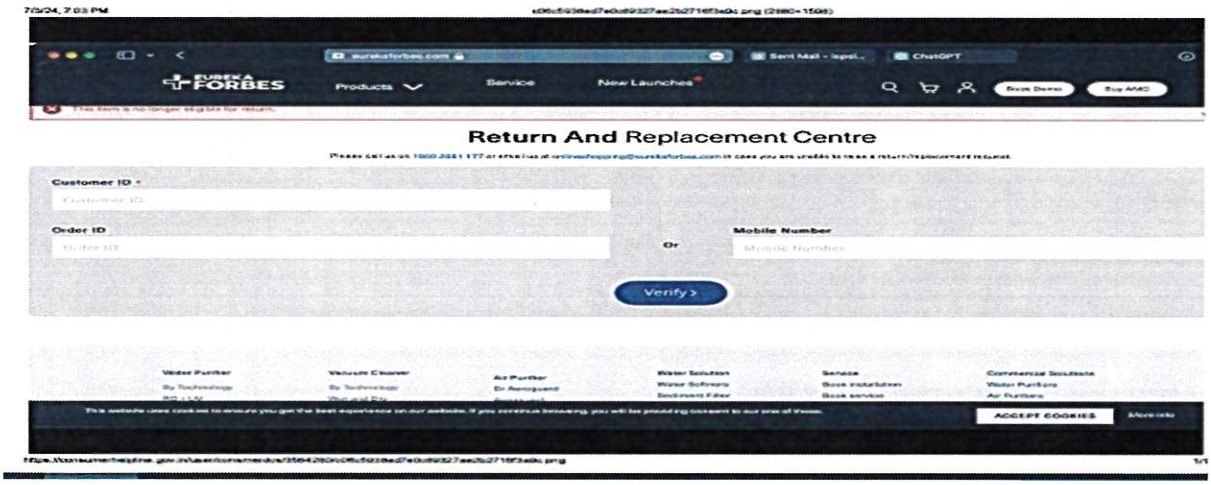
7/3/24, 5:10 PM INGRAM | Grievance Details

Complaint Details	My RO re- Installation required at my new address Flat no 3 [redacted] Apartment , [redacted] Bhusaval -Pin - 425201.Advertisement during purchase of RO was "Get Free Lifetime Re-Installation and Uninstallation Worth Rs 1400 onPurchase of Aquaguard Select/Dr.Aquaguard Water Purifier " where it is mentioned the'Free Lifetime Re-Installation and Uninstallation offer Worth Rs 1400 is provided and made available to you on the purchase of Aquaguard Select water purifiers (collectively, "Offer") for the period of 5 years only from date of purchase (Valid only for 2 Reinstallations/ Uninstallations) , Free Re-Installation was declared at the time of purchase of RO, copy attached, hence I requested Re- installation charges should be waved OFF. I paid Re installation charges Rs 475.I mailed regarding refund but no positive response yet.I want refund of Re- Installation charges Rs 475 paid by me as per advertisement.

Docket No. 5696041

AI Assistant.





Original

SALES INVOICE

R S ENTERPRISES
Authorized Franchisee for Eureka Forbes Ltd (Formerly Forbes Enviro Solutions Ltd)
IST FLOOR,1/2315,MAIN MANDOLI ROAD,SHAHDARA ,EAST DELHI
NEW DELHI-110032,
New Delhi
rsenterprises6487@gmail.com
9971579709

Tax is Payable on Reverse Charge	: No	E-way Bill Number	:
Invoice Number	: FBPSS/4469/00650	E-way Bill Date	:
Invoice Date	: 23-03-2024	Reference Number	:
GSTIN	: 07BTTPK2025H1ZX	Vehicle Number	:
		Transporter Name	:
		LR Number	:
		LR Date	:
		Driver Name	:
		Place of Supply	: New Delhi

Details of Receiver (Billed To)	Details of Consignee (Shipped To)
[redacted]	[redacted]
New Delhi	New Delhi
State : New Delhi	State : New Delhi
State Code : 07	State Code : 07
GSTIN :	GSTIN : [redacted]
Customer Code : CUST179332	Contact :

S. No.	Description of Goods	Serial / Batch Number	HSN/SAC	Qty	MRP	Disc. %	Disc Val	MRP After Disc.	Total	CGST Rate	CGST Value	SGST Rate	SGST Value	Total
1	AQUAGUARD NOVA UV+UF+SS (GWPDNVUUS03000)	1233602043004055	84212190	1	18500.00	0.00	2000.00	16500.00	13983.05	9	1258.47	9	1258.47	16500
			Total	1			2000.00		13983.05		1258.47		1258.47	16500.00

Invoice Value (in Words): Sixteen Thousands Five Hundred Only
Total Quantity Delivered: 1
EFL Employee: Dinesh Kumar (0009094278)
AWE Employee: Amit kumar singh (0000214469-2939)
Installation Date & Time: NA

Sub Total	13983.05
Cash Discount	0.00
Taxable Value	13983.05
DL OUTPUT CGST @ 9%	1,258.47
DL OUTPUT SGST @ 9%	1,258.47
Round Diff	+0.01
Invoice Total	16500.00

Amount Subjected to Reverse Charge

HSN WISE SUMMARY

HSN CODE	QTY	TAXABLE VALUE	TOTAL TAX	CGST RATE	CGST AMOUNT	SGST RATE	SGST AMOUNT	CESS RATE	CESS AMOUNT
84212190	1	13983.05	2516.95	9	1258.47	9	1258.47	0.00	0.00
Total	1	13983.05	2516.95		1258.47		1258.47		0.00

Declared that this invoice shows the actual price of the goods and all the particulars are true and correct
E. & O.E.

R S ENTERPRISES

Authorized Signatory

R S ENTERPRISES, IST FLOOR,1/2315,MAIN MANDOLI ROAD,SHAHDARA ,EAST DELHI, New Delhi

Complaint Details	I recently purchased a water purifier from Eureka Forbes with the assurance of a 'no questions asked' return policy. Prior to making the purchase, I had two demonstrations conducted by one of the company's official executives. During these demonstrations, the executive recommended the UV+UF variant, and based on their suggestion, I proceeded with this option. Additionally, the executive also mentioned the Aquaguard Nova model, which further influenced my decision. However, upon installation, the technician highlighted a significant issue. The TDS (Total Dissolved Solids) level of water in my area was measured at 382, rendering the UV+UF variant unsuitable for my needs. As the water with a TDS of 382 is not safe for human consumption, and UV+UF purifiers are only effective for TDS levels below 200, the purchased purifier is now completely ineffective for my requirements. Unfortunately, in my dissatisfaction, I did not provide the satisfaction code to the technician. I promptly submitted a return request to customer care, referencing the complaint under the number CM-130424-27352828 on 13-04-2024 at 14:41 hrs, with the expectation of a technician visit within the next 24 working hours. However, no one has arrived yet. Furthermore, when attempting to return the product through the website within the "no question asked 30-day money back guarantee period", I encountered an error message stating that the item is no longer eligible for return. This experience has left me deeply disappointed and feeling misled by the company's promises. I urge for a resolution to this matter and expect the company to honor its commitments to customer satisfaction.
Attachments	File 1 (../user/consmerdcs/3564280/f40e256e3516f93de46a9ff03bc73723.pdf)| File 2 (../user/consmerdcs/3564280/e450f7fab7be9353f6c0fd6ac76f6e45.png)| File 3 (../user/consmerdcs/3564280/c06c5938ad7e0c89327ae2b2716f3a9c.png)|
Status	In Process

Company Remark	Status	Remark By	Date
Attended & Resolved.	Closed	Eureka Forbes	2024-05-12 14:57:29

Relook | Take Action | Edit Grievance (edit-grievance.php?gno=NTY5NjA0MQ==&&sid=NQ==&&catid=Mjg0) | Consumer Details | Mail Logs | Print

Copyright © 2016-2024 Department of Consumer Affairs (https://consumeraffairs.nic.in/). All rights reserved.