

**Shawn Singh v Isaac Investment**

**Case No. 03052018 – A-2**

**File No. for Referral to BOC –**

**Hearing Date: 11 October 2018**

**Commissioners Present: Chairman: Ronald Burch-Smith,  
Commissioners: Rosalie Robertson, S.C., Ramesh Seebaran and  
Pradeepa Bholanath**

1. On 5<sup>th</sup> March 2018, the commission received a complaint from Shawn Singh of 67 La Retraite, West Coast Demerara concerning the purchase of a XIAOMI m14 mobile phone from a business called Isaac Investment, of the Regent Multiplex Mall located at 102 Regent and Wellington Streets. We obtained a copy of the business registration from the Commercial Registry which showed that the business was owned by Anthony Sarjoo and Bibi Amanda Yusuff.
2. The commission served a summons on the proprietor of the business prior to the 11 October 2018, but no one appeared.
3. Mr. Singh purchased the phone on 30<sup>th</sup> December 2017 from the supplier for \$50,000. We received a copy of the receipt. We note it is stamped "final sale, no refund". It was signed "BA Sarjoo". We are satisfied that this person is the same person described as Bibi Amanda Yusuff on the business registration. This policy is contrary to the provisions of the Consumer Affairs Act and the refusal to give a refund is inappropriate under the Act. See **ss. 21 and 24.**
4. The phone did not work properly. The complaint said it overheated and charged intermittently. On receipt of Mr. Singh's complaint, the commission engaged an independent technician to inspect it. The technician, Mark

Peters provided a written report and attended for oral examination. In Mr. Peters' view, the phone had a manufacturer's defect. This report dated 29<sup>th</sup> March 2018 was tendered. The report stated that the Liquid Crystal Display (LCD) was damaged. It was caused by excessive heat from the components within the device which burned the LCD. It would not charge properly, but rather did so intermittently and its functions were unstable. This was caused by the same faulty component which burned the LCD. We were satisfied that Mr. Peters' was sufficiently experienced to give a reliable explanation about the condition of the phone.

5. The supplier was informed of the complainant's adverse experience with the device as he reported it to the supplier on 27<sup>th</sup> January 2018 and diverse days after that. The commission's investigators also informed the supplier of the expert's findings by letter dated April 9, 2018 addressed to B.A. Sarjoo and delivered by hand to the supplier.
6. We find that there was a failure on the part of the supplier to permit the return of defective goods under section 22 of the Act. Specifically, the product sold failed to give the consumer uninterrupted benefit and enjoyment and the consumer was willing to return the product. The supplier was required to receive the product, repair it at his own expense or offer the consumer a full refund of the payment for the product.
7. Accordingly, we advise that the supplier (Anthony Sarjoo and Bibi Amanda Amanda Yussuf also known as Bibi Amanda Sarjoo) refund the complainant the sum of **\$50,000** within **28 days** of the date of this Order.
8. In accordance with **sections 96 and 98** the Commission advises that if the sum of **\$50,000** is paid, that further proceedings be stayed, otherwise

the supplier should be sued for compensation **and** that the Director of Public Prosecution be advised to prosecute Anthony Sarjoo and Bibi Amanda Amanda Yussuf also known as Bibi Amanda Sarjoo for the offences committed under the Act.

**Dated 30<sup>th</sup> January 2019**

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Ronald Burch-Smith, Chairman

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Rosalie Robertson, S.C., Commissioner

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Ramesh Seebarran, Commissioner

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Pradeepa Bholanath, Commissioner