

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**U.T. CHANDIGARH**

Consumer Complaint No.	:	315/2022
Date of Institution	:	05.04.2022
Date of Decision	:	13.12.2022

Jaspreet Singh [REDACTED]

... Complainant.

Versus

24 Seven, Ground Floor, SCO 33, Sector 26, Chandigarh through Nodal Officer.

.... Opposite Party.

BEFORE:

**SMT.PRITI MALHOTRA,
SHRI S.K.SARDANA**

**PRESIDING MEMBER
MEMBER**

Present

Complainant in person.

OP exparte.

PER PRITI MALHOTRA, PRESIDING MEMBER

- Briefly stated, the complainant, who is a practicing Advocate at Punjab and Haryana High Court, purchased certain grocery items worth Rs.1250/- vide bill dated 16.11.2021 and was surprised to see the bill that the OP charged Rs.10/- for the carry bag. It Averred that he was compelled to buy carry bag. Subsequently, he again bought some goods on 02.03.2022 and again directed to buy the carry bag (cotton) worth Rs.20/-, which contained logo of the OP. It has further been averred that the OP had failed to provide free carry bag despite his requests. He even told the Store Manager that they cannot charge extra for the paper bags in view of the precedents of the Courts. He also served a legal notice dated 22.11.2021 upon the OP and requested them to refund the cost of the carry bag but to no effect. It has further been averred that the Opposite Party has committed deficiency in service as also indulged into unfair trade practice by charging for the carry bag. Hence, the present consumer complaint.
- Despite due service through registered post, the Opposite Party failed to put in appearance and as a result thereof it was ordered to be proceeded against exparte vide order dated 14.10.2022.
- We have heard the complainant in person and have gone through the documents on record.

4. In his exparte evidence, the complainant has tendered his duly sworn affidavit reiterating the averments as made in the complaint. The complainant has placed on record photocopies of the Invoices dated 16.11.2021 and 02.03.2022 as Annexures C-1 & C-5 vide which he purchased certain goods from the OP. It is also evident from the said invoices that the OP had additionally charged a sum of Rs.10/- and Rs.20/- extra on account of paper carry bag and cotton bag respectively.
5. It has been held by our Hon'ble State Commission that all kinds of expenses incurred in order to put goods into a deliverable state shall be suffered by the seller. Here our view is bolstered from the judgment dated 18.05.2020 of our own Hon'ble State Commission passed in ***F.A. No.238/2019 –Big Bazaar (Future Retail Ltd.) Vs. Ashok Kumar***, wherein it was decided as under:-

“It may be stated here that, once we have already held that all kinds of expenses incurred in order to put goods into a deliverable state shall be suffered by the seller, as such, the contention raised does not merit acceptance. Ever otherwise, as per the contention raised by Counsel for the appellant, on the one hand, purchase of carry bags is made optional & voluntary but at the same time, the consumer/customer is not allowed to enter the shop with their own carry bags containing some goods purchased from other shop premises. We cannot expect that for every single item/article intended to be purchased by a customer, he/she needs to carry separate carry bags. For e.g. if a customer wants to purchase, say about 15 in number, daily-use goods/articles like macroni pep, dettol, oreo; cop urad, soap, toothpaste, shaving cream, pen, pencil etc., from different shops, we cannot expect him/her to take 15 carry bags from home, for the same. Thus, by not allowing the customers to carry their own carry bags by the appellant in its premises, there was no option left with them to buy the carry bags alongwith the goods purchased, to carry the same from the shop-premises. We are shocked to note the kind of services provided by these big Malls/Showrooms. One cannot be expected to take the goods like macroni pep, dettol, oreo; cop urad etc., purchased, in hands. By not allowing the customers to bring in the shop premises, their own carry bags, and thrusting its own carry bags against consideration, the appellant is deficient in providing service and also indulged into unfair trade practice. No case is made out to reverse the findings of the respective District Forum in each appeal.”

The ratio of the law laid down in the aforesaid judgment is squarely applicable to the facts and circumstances of the present case. Therefore, the deficiency in service as well as unfair trade practice on the part of the OP is proved.

6. It was imperative for the OP to file its written reply along with some cogent evidence. However, what to talk of rebutting the allegations, the OP did not put in appearance before this Commission and chose to be proceeded against ex-parte. This act of the OP draws an adverse inference against it and proves that it has nothing to say in its defence qua the allegations made by the complainant. Hence, in the absence of anything to the contrary, the allegations of the complainant go un rebutted and uncontroverted. Hence, the OP is proved to have indulged in deficiency in service as it failed to provide the promised services and refund the amount.
7. In view of the above discussions, the consumer complaint deserves to succeed against the Opposite Party, and the same is accordingly allowed qua it. The Opposite Party is directed to:-
 - i. refund the cost of two carry bag/cotton bag i.e. Rs.10/- and Rs.20/- to the complainant.
 - ii. pay Rs.100/- to the complainant towards compensation for harassment and mental agony.
Compensation imposed on lower side as mental agony of parting with the price of the carry bag could only be caused to this extent.
 - iii. pay Rs.1100/- as litigation expenses.
 - iv. By way of punitive damages, to deposit Rs.25,000/- in the ***“Consumer Legal Aid Account” No.32892854721, maintained with the State Bank of India, Sector 7-C, Madhya Marg, Chandigarh in the name of Secretary, Hon'ble State Commission UT Chandigarh.***
8. This order shall be complied with by the Opposite Party within 45 days from the date of receipt of its certified copy, failing which, it shall be liable to pay the amount at Sr.No.(i) to (iii) to the

complainant along with interest @ 9% p.a. from the date of the order, till its realization. The amount mentioned at Sr.No.(iv) be deposited in the account aforesaid, within 45 days from the date of receipt of its certified copy, failing which the same will also carry interest @ 9% p.a. from the date of this order till its deposit. A copy of this order be also sent to the **Secretary (SCDRC), U.T. Chandigarh,** for necessary action.

9. Certified copy of this order be communicated to the parties, free of charge. After compliance file be consigned to record room.

Announced

13/12/2022

Sd/-

(PRITI MALHOTRA)

PRESIDING MEMBER

Sd/-

(S.K.SARDANA)

MEMBER