

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/698/2022
Date of Institution	:	29.7.2022
Date of Decision	:	1/12 /2023

Deepika Bhardwaj W/o Shri Hitanshu Bhalla r/o House No.203, Shivalik Enclave, NAC, Sector-13, Mani Majra, Chandigarh 160101.

... Complainant(s)

V E R S U S

1. Ajio C/o Reliance Retail Limited S.S. Plaza, 74/2, outer Ring Road, 29th Main Road, BTM Ist Stage, BTM Layout, Bangalore 560068, Karnatka, India through its Managing Director.
2. Reliance Retail Limited, The white Crow Reliance Brands Ltd., Unit No.161718, Ground floor, Lucknow UP-226010.

... Opposite Parties

CORAM :

SHRI PAWANJIT SINGH	PRESIDENT
MRS. SURJEET KAUR	MEMBER
SHRI SURESH KUMAR SARDANA	MEMBER

ARGUED BY : Ms. Raksha RaghavAdvocate for complainant
: OPs exparte.

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by the complainant under Section 34 of the Consumer Protection Act 2019 against the opposite parties (hereinafter referred to as the OPs). The brief facts of the case are as under :-
 - a. It transpires from the averments as projected in the consumer complaint that on 17.5.2022 the complainant had purchased a Laptop Briefcase (TUMI Harrision Tower 13" Laptop Portfolio Briefcase size FS) (hereinafter to be referred as subject briefcase) through the official website of AJIO by way of their online portal. The price of the subject briefcase was shown as Rs.38,000/- and after discount the complainant purchased the same for a sum of Rs.34,960/- vide bill Annexure C-1. The subject briefcase was received by the complainant on 23.5.2022 and when the complainant opened the delivery box, she was shocked to see the original MRP of the subject briefcase printed as Rs.33900/- on the tag Annexure C-2 and in this manner the complainant was duped and cheated by the OPs by way of getting extra amount than the actual MRP, which the OPs were not entitled to get. Thereafter the complainant tried to contact the OPs through toll free number but no response was received and

also later on sent mail to the OPs on 30.6.2022 vide Annexure C-3 but with no satisfactory response as regards to complaint. As the OPs have charged excessive amount than the actual MRP the complainant is entitled for refund of the amount alongwith interest. The price of the subject briefcase is still shown as Rs.38,000/- inclusive of all taxes on the website of the OPs and screenshot of the same is Annexure C-4. The aforesaid act amounts to deficiency in service and unfair trade practice on the part of OPs. OPs were requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OPs No.1&2 were properly served and when OPs No.1&2 did not turn up before this Commission, despite proper service, they were proceeded against ex-parte on 28.3.2023 and 26.5.2023 respectively.
2. In order to prove her case, complainant has tendered/proved her evidence by way of affidavit and supporting documents.
 3. We have heard the learned counsel for the complainant and also gone through the file carefully.
 - i. At the very outset, it may be observed that when it is an admitted case of the complainant that the actual MRP of the subject briefcase was Rs.33900/- which was also found on the tag of the subject briefcase on its delivery to the complainant whereas the OPs have shown the MRP of the subject briefcase on the website as Rs.38,000/- and on discount the same was being sold at a price of Rs.34960/- and the complainant being allured by the OPs had purchased the subject briefcase from the OPs and for which the OPs had charged an amount of Rs.1060/- in excess to the actual MRP, the case is reduced to a narrow compass as it is to be determined if the aforesaid act of the OPs amounts deficiency in service on the part of the Ops and the complainant is entitled for the relief as prayed for and for that purpose the evidence led by the complainant is required to be scanned carefully.
 - ii. Annexure C-1 is the mail sent by the OPs to the complainant confirming the order placed by the complainant online through which an amount of Rs.34,960/- was received as sale consideration of the subject briefcase. Annexure C-2 is the tag having MRP which clearly indicates the original MRP of the subject briefcase as Rs.33960/-. Annexure C-3 is the copy of mail which indicates that the complainant has intimated the OPs regarding excessive charging of amount than the actual MRP of the subject briefcase and the same was replied by the OPs that the return/exchange period has lapsed and the OPs would not be able to process the return of the subject briefcase. Annexure C-4 is the copy of screenshot showing on the website of the Ops the MRP of the subject briefcase as Rs.38,000/-.
 - iii. Thus one thing is clear from documentary evidence adduced on file as discussed above that the actual MRP of the subject briefcase is Rs.33900/- as is evident from Annexure C-2 the tag whereas the OPs have shown the MRP of the subject briefcase on the website as Rs.38,000/- and have been selling the same for an amount of Rs.34960/- after discount
 - iv. Perusal of Annexure C-1 clearly indicates that the OPs have charged Rs.34,960/- from the complainant which is higher than the actual MRP of the subject brief case as shown on the tag Annexure C-2, making it further clear that the OPs have charged an amount of Rs.1060/- in excess from the complainant while selling the subject briefcase, hence, the aforesaid act of Ops amounts to deficiency in service and unfair trade practice on their part, especially when the entire case set up by the complainant in the consumer complaint as well as the evidence available on record is unrebutted by the OP. Hence, the instant consumer complaint deserves to be allowed.
 - v. The complainant has sought refund of the entire amount but as it has come on record that the complainant has been using the subject briefcase till date and nothing has been averred in the complaint regarding return of the subject briefcase to the OPs, it is a fit case where the OPs can be directed to refund the excessive amount charged by them from the complainant alongwith compensation and litigation costs.
 4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OPs are directed as under :-
 - i. to pay ₹1060/- to the complainant alongwith interest @ 9% per annum from the date of receiving the bill amount i.e. on 18.5.2022 till onwards.
 - ii. to pay an amount of ₹5000/- to the complainant as compensation for causing mental agony and harassment to her;
 - iii. to pay ₹5000/- to the complainant as costs of litigation.

5. This order be complied with by the OPs within 45 days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) above.
6. Pending miscellaneous application(s), if any, also stands disposed off.
7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

Announced

Sd/-

1/12/2023

[Pawanjit Singh]

mp

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

[Suresh Kumar Sardana]

Member