

Date of registration:03.08.2020

Date of order :28.07.2022

BEFORE THE DISTRICT CONSUMERS DISPUTES REDRESSAL

COMMISSION-I, VISAKHAPATNAM : AP

PRESENT: Smt. Gudla Tanuja B.Com., M.A (HRSA), LL.M., (Ph.D)
President

Smt. Rahimunnisa Begum, M.Com, LL.M, M.HRM (Ph.D).,
Woman Member

Thursday, the 28th day of July, 2022

Consumer Complaint No:243/2019

Between:

The Consumer Rights Organisation(CRO)/Upbhokta Adhikar Sangthan, rep. by its president, Vikas Pandey S/o late Sri Mohan Pandey, Hindu, aged 38 years, Office situated at 302, sundar Tower, Veterinary Colony, Near Rama Talkies, Visakhapatnam-40.

... Complainant

And:

1. Authorised Signatory, Central (a Division of Future Lifestyle Fashions Ltd.,) (FLFL), Brand New, Plot Nos.3,4,5 & 6, covered by T.S.No.5, Balajinagar, Near Tycoon, VIP Road, Visakhapatnam-530003.

2. The Managing Director, Central, Corporate Communications, Future Retail Home Office, 9th Floor, Tower C, 247 Park, LBS Marg, Vikhroli (West), Mumbai-400083, Maharashtra.

... Opposite Parties

This case came for final hearing on 22-07-2022 in the presence of CRO rep. by its president Sri Vikas Pandey complainant appeared in person and of Sri K.Srinivasa Rao Advocate for Opposite parties and having stood over till this date, the Commission delivered the following:

: O R D E R :

(Per Smt.Gudla Tanuja, President on behalf of the Bench)

1. This Complainant filed the above Complaint under Section-12 of Consumer Protection Act praying this Commission to direct the Opposite parties not to collect cost of carry bags in their shopping malls from the customers hereinafter, further direct to supply the same with free of cost; to refund an amount of Rs.10/- towards cost of carry bag on their brand name and to pay Rs.25,000/- towards compensation for mental agony, Rs.2,500/- towards legal expenses.

2. The brief facts of the case as averred in the Complaint.

The case of the Complainant is that the defacto complainant herein purchased readymade garments worth Rs.6,770/- from the 1st opposite party on 21.04.2019 vide Invoice bearing No.2447015000040696. while paying the bill amount, the defacto complainant noticed that the opposite parties collected Rs.10/- towards cost of the carry bag which contains the advertisement of the shopping mall and when the defacto complainant questioned the cashier, he

informed that as per the orders of the management the opposite parties are collecting Rs.10/- towards cost of the carry bag. It is further the case of the complainant that the opposite parties using the customers as advertising agents by selling the carry bags printed with their brand name. The acts of the opposite parties tantamount to deficiency of service coupled with unfair trade practice, hence they are liable to be compensated.

3. The 1st Opposite party filed its Written version and the same is adopted by 2nd opposite party by filing adoption memo, contending that either the complainant or the defacto complainant will not come under the definition of consumer and that no notices were received either from the complainant or the defacto complainant as mentioned in the complaint. It is further contended that the carry bag is just like other product in the store offered to its customers for purchase on payment of cost and the opposite parties are not under any legal obligation to provide carry bag free of cost and they never forced the customers to purchase the carry bags for the purpose of carrying goods purchased. In fact, the notice board is displayed in their store cautioning the customers that the carry bags made available in their store is chargeable etc., hence, the opposite parties never forced the customers to purchase the carry bag and the defacto complainant at his own volition purchased the same to carry the goods purchased by him since he failed to make his own arrangements to carry the goods. Therefore, the services of the opposite parties are not deficient, hence sought to be dismissed the complaint.

4. At the time of enquiry, the complainant filed Evidence affidavit and got marked Exhibits A1 to A5 documents.

Exhibit A1 is the Retail Invoice issued by 1st opposite party dated 21.04.2019

Exhibit A2 is the Photo showing the carry bag/paper bag showing the brand name of Central Brand Name on 21.04.2019

Exhibit A3 is the Demand letter from the Complainant dated 18.04.2019

Exhibit A4 is the Letter from the defacto complainant dated 25.04.2019

Exhibit A5 is the Registration Certificate of the organization dated 07.04.2010

The 1st Opposite party filed Evidence affidavit and no documents were marked on its behalf. Written arguments of both sides filed. Heard both sides.

5. Now the points that would arise for consideration in this case are that:

i) Whether there is any deficiency in service on the part of the Opposite parties in charging price for carrying bag provided to carry the goods purchased by the defacto complainant?

- ii) Whether the Complainant is entitled for any reliefs as prayed for?
- iii) To what relief?

8. Points i & ii: After perusal of the material on record and Exhibits A1 to A5, we observed that the defacto complainant purchased readymade garments worth Rs. 6,770/- from the 1st opposite party on 21.04.2019 vide Invoice bearing No.2447015000040696 (Ex.A1) from the opposite parties and the opposite parties provided carry bag to carry the goods purchased by him by charging Rs.10/- in the bill. The Opposite parties in the written version as well as in the evidence affidavit categorically admitted to have charge of Rs.10/- towards cost of carry bag provided to the complainant. The photo of the carry bag was marked as Ex.A2. A bare look at the photo goes to show that the opposite parties' logo was printed on the carry bag which shows that the opposite parties using the customer as an agent to promote their business. Hence, we are of the considered opinion that offering to purchase the carry bag printed with the logo of the opposite parties tantamount to unfair trade practice and renders them to compensate the loss suffered by the complainant.

9. In the light of the above observations, we are of the view that the acts of the opposite parties' amount to unfair trade practice and deficiency of service.

We answered the points accordingly.

10. In the result, the Complaint is allowed in part directing the Opposite parties not to collect cost of carry bags in their shopping malls from the customers herein after and to supply the same with free of cost if necessary and further directed to refund an amount of Rs.10/- (Rupees ten only) towards cost of carry bag with their brand name.

The Opposite parties are further directed to pay Rs.3,000/- (Rupees three thousand only) towards compensation besides costs of litigation expenses of Rs.5,000/- (Rupees five thousand only).

Time for compliance is one month from the date of receipt of this order.

Dictated to the Shorthand Writer, transcribed by her, corrected and pronounced by us in the open Commission on this the 28th day of July, 2022.

Sd/-
Woman Member

Sd/-
President

APPENDIX OF EVIDENCE

1. Witnesses examined for the complainant: NIL

2. Witnesses examined for the opposite parties: NIL

Exhibits Marked for the Complainant:

- Ex.A1 21.04.2019 Retail Invoice issued by 1st opposite party
- Ex.A2 21.04.2019 Photo showing the carry bag/paper bag showing the brand name of Central Brand Name
- Ex.A3 18.04.2019 Demand letter from the Complainant
- Ex.A4 25.04.2019 Letter from the defacto complainant
- Ex.A5 07.04.2010 Registration Certificate of the organization

Exhibits Marked for the Opposite Parties: NIL

Sd/-
Woman Member

Sd/-
President

Sd/-