

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

Consumer Complaint No : 520 of 2022  
Date of Institution : 24.06.2022  
Date of Decision : **01.05.2024**

Tushar Kalia s/o Sh.Brij Mohan Kalia, Aged 33 years, R/o H.No.1655, Sector 7-C, Chandigarh 160019

.....Complainant

**Versus**

Ajio.com, Reliance Retail's Digital Commerce Initiative, through its Managing Director/Manager/Authorised Signatory.

Reliance Retail Limited, Seller/Consigner Unit No.D123A, Ground Floor, DLF Mall of India. Plot No.003, Block -M, Sector18, Noida Complex, Noida, UP 201301

Regd Office:

3rd floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai Head Office

1st Address :

74/2, SS Plaza, Near Reliance Retail Ltd, 29th Main Road, Outer Ring Road, BTM Layout 1st Stage-560068.

2nd Address

AJIO, C/o Reliance Retail Limited, 1st Floor, No. 74, Prestige Feroze Building, Cunningham Road, Bangalore 560052.

Corporate Office

29th Main Road, Old Madiwala, Jay Bheema Nagar, 1st Stage, BTM 1<sup>st</sup> Stage, Bengaluru, Karnataka 560068

..... Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

**MR.B.M.SHARMA, MEMBER**

**Argued by:** Sh.Vivek Adv. proxy for Sh.Saurabh Arora, Counsel for the complainant (through V.C.)

Sh.Naveen Sheokand, Counsel for the OP

**PER B. M. SHARMA, MEMBER**

Briefly stated, the case of the complainant is that on 18.1.2022 he ordered & purchased three items from the OP by making payment of Rs.6741.24/- and got bank discount of Rs.354.8 against its total cost of Rs.7096.05/-. The said three items were (i) Superdry-Train Core Graphic Logo Print Crew-Neck T-Shirt, (ii) Superdry-Train Core Joggers with Zip Pockets & (iii) Superdry-Train performance Hoodie with Raglan Sleeves. The parcels of said items were delivered at the address of complainant on 21.01.2022. It is stated that after opening the parcels, the two parcels allegedly having items namely Superdry-Train Core Joggers with Zip Pockets and Superdry Train Performance Hoodie with Raglan Sleeves, were tampered and did not contain the said items. It is also stated that the complainant reported this matter the OP on the same very day/21.01.2022 and also sent photographs thereof as desired by the customer care of OP. It is submitted that surprisingly the OP put the status of his complaint as 'resolved' and also sent an email on 23.1.2022 (Ann.c-4) saying that the order in issue was delivered to the complainant in intact condition and as such closed the complaint. The complainant raised his grievance with the OP through calls as well as sent emails time & again followed by lodging complaint on National Consumer Helpline, but the OP did not pay any heed and closed the case saying that the shipment was delivered in intact condition, which is false. It is also submitted that the third items separately delivered to the complainant was returned and the refund amount of Rs.1123.23 was initiated to the complainant on 22.1.2022 (Ann.C-14). It is pleaded that the non delivery of two booked items i.e. Superdry-Train Core Joggers with Zip Pockets and Superdry Train Performance Hoodie with Raglan Sleeves despite receipt of amount by the OP and instead sending the tampered parcels having no items therein as well as not redressing the genuine grievance of the complainant amounts to deficiency in service and unfair trade practice on the part of OP. Hence the present complaint has been preferred.

2] The OP has filed written version and while admitting the factual matrix of the case, stated that the order of the complainant was delivered to him in two different consignment, one carrying two product delivered on 21.1.2022 and second carrying one product delivered on 22.1.2022. It is also stated that on 21.1.2022 two products were shipped and delivered to the complainant at his address in an intact condition and the complainant also confirmed the delivery of the product. It is submitted that as a matter of policy, the company never delivers a tampered package and also directs the consumers to reject the delivery of order at the time of delivery if it is tampered. It is also submitted that the photographs shared by the complainant about the delivered consignment reflects that the packet was intact at the time of delivery and had not been tampered with. It is pleaded that after the complainant raised the issue, the OP Company verified it with the CCTV Camera packaging recording from its Warehouse wherein the correct product are being packed and shipped to the complainant. It is also pleaded that the team of OP also observed that no such tampering was done as it is foolproof process wherein the OP does recording of its warehouse where all packets are being packed and shipped to its customers. It is further pleaded that the OP confirmed it to the complainant that the shipment delivered on 21.1.2022 was in intact condition and untampered condition, thus OP is not liable to refund the amount as per its return policy. It is submitted that the third item ordered by the complainant i.e. Superdry Train Core Graphic Logo Print Crew-Neck-T-Shirt was delivered to the complainant separately on 22.1.2022 and the same was returned and refund amount of Rs.1123.23/- was initiated to the complainant. It is also submitted that the complainant has not truly reported the matter about delivery of tampered package

whereas the packet in an intact condition was delivered to the complainant. Denying all other allegations and pleading no deficiency in service, the OP has prayed for dismissal of the complaint.

3] Replication has also been filed by the complainant controverting the assertion of the OP No.1 made in its reply.

4] Parties led evidence in support of their contentions.

5] We have heard the Id.Counsel for the contesting parties and gone through the entire documents on record including written submissions.

6] The perusal of the record and pleadings reveals that the complainant admittedly booked three items with OP against payment. The claim of the complainant is that out of said three items, two parcels allegedly having items namely Superdry-Train Core Joggers with Zip Pockets and Superdry Train Performance Hoodie with Raglan Sleeves were tampered and did not contain the said items. To this the stand of the OP is that since the packet/parcel of said two items were delivered in an intact & untampered condition, so the OP is not liable to any refund for the said items.

7] We do not find merit in the stand & contention of the OP. It is opined that once the OP received the amount for the said two products from the complainant, then it is the responsibility of the OP to ensure the delivery of the booked products/items to the complainant/consumer. The OP cannot wriggle out from its legal liability of delivering the products/items, having received consideration, by merely saying that parcels/packets were delivered in an intact & untampered condition. The consumer/complainant is not concerned with the packet/parcel and it is the items/products which were booked, paid for and needs to be delivered to the complainant. The OP once received the amount is legally bound for delivery of the booked items by whatever means it deems fit but in any case the booked items needs to be delivered to the customer, which the OP has failed to do so in the present complaint. The OP cannot be permitted to enrich itself at the cost of sincere consumer(s), who trust the process & procedure of Online marketing. Thus the act & conduct of the OP clearly amounts deficiency in service as well as indulgence into unfair trade practice, which certainly has caused harassment, mental agony and loss to the complainant.

8] Taking into consideration the above discussion & findings, the present complaint deserves to be partly allowed and the same is accordingly partly allowed against OP. The OP is directed to refund to the complainant the price of the items i.e. Rs.6741/- and also to pay him compensation of Rs.15,000/- for causing harassment, mental agony, loss apart from paying litigation cost of Rs.5000/-.

This order shall be complied with by the OP within a period of 60 days from the date of receipt of copy of this order.

9] Pending application(s) if any, stands disposed of accordingly.

Certified copy of this order be sent to the parties free of charge, after which the file be consigned.

**Announced**

01.05.2024

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER