

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION VAZHUTHACADU
THIRUVANANTHAPURAM

PRESENT

SRI.P.V.JAYARAJAN : PRESIDENT

SMT.PREETHA G NAIR : MEMBER

SRI.VIJU.V.R : MEMBER

CC.NO.144/2023 (Filed on : 24/03/2023).

ORDER DATED: 19/04/2024

COMPLAINANT

S.Mini

Thunduvilakam,

TRRA-84,

East Krishna Temple,

Peroorkkada,

Thiruvananthapuram – 695005

(Party in person)

VS

OPPOSITE PARTY

AJIO,

The Manager,

C-209, B.S.Road, Industrial Area,

Ghaziabad, UP,

Pin – 201 009

(Exparte)

ORDER

SRI.VIJU.V.R : MEMBER

1. The complainant has filed this complaint before this Commission under section 35 of the Consumer Protection 2019. The brief facts of the case is that the complainant purchased a kurtha from online platform

named AJIO for an amount of Rs.828/- (Rupees eight hundred and twenty eight only) on February 2023 by cash on delivery method. The colour of the kurtha changed when it was washed for the first time. The complainant intimated this matter to the opposite party through e-mail as well as through phone. But there was no response from the opposite party. The act of the opposite party amounts to deficiency in service, hence this complainant.

2. Even though the opposite party received notice, the opposite party did not appear before this commission. Hence the opposite party set exparte.

3. Issues to be ascertained:

i. Whether there is any deficiency in service from the side of opposite party?

ii. Whether the complainant is entitled to get the cost?

4. The complainant has filed proof affidavit in lieu of chief examination and has produced two documents which were marked as Exts.P1 & P2. The complainant also produced the kurtha before this commission which was marked as MOI. On going through Ext.P2 it can be seen that the complainant has paid an amount of Rs.828/- (Rupees eight hundred and twenty eight only) by way of cash on delivery. It can be seen from MOI the colour of the kurtha has been faded in some parts. The opposite party did not turn up, hence the deposition of the complainant stands unshaken and there is nothing to rebut the evidence putforth by the complainant. The opposite party is bound to redress the grievances to be putforth by the complainant, but, they haven't done that. From the documents produced by the complainant we find that the complainant has succeeded in proving her case and there is deficiency in service on the side of the opposite party. Hence the opposite party is liable to compensate the complainant.

In the result, the complaint is allowed. The opposite party is directed to deliver a new kurtha of same size and colour or repay an amount of Rs.828/- to the complainant and pay Rs.1500/- (Rupees one thousand and five hundred only) as compensation and Rs.1000/- (Rupees one thousand only) as cost towards the cost of the proceedings within one month from the date of receipt of this order failing which the entire amount except cost carries interest @ 9% per annum from the date of order till realization.

A copy of this order as per the statutory requirements be forwarded to the parties free of charge and thereafter the file be consigned to the record room.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the Open Commission, this the 19th day of April 2024.

Sd/-

P.V.JAYARAJAN : PRESIDENT

Sd/-

PREETHA .G.NAIR: MEMBER

Sd/-

VIJU.V.R : MEMBER

Be/

APPENDIX

CC.NO.144/2023

List of witness for the complainant

PW1 - S.Mini

List of witness for the complainant

Ext.MO1 - Original kurtha purchased by the complainant

Ext.P1 - Cover of Kurtha

Ext.P2 - Copy of receipt for payment of kurtha

List of witness for the opposite party – NIL

List of Exhibits for the opposite party – NIL

Court Exhibits - NIL

Sd/-

PRESIDENT