

Date of Filing: 11.07.2022

Date of Order: 15.11.2023

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION – II: VIJAYAWADA, KRISHNA DISTRICT**

Present: SRI CHIRANJEEVI NELAPUDI, M.A., L.L.B., PRESIDENT  
SMT. K. SASI KALA M.A., L.L.M., WOMAN MEMBER  
SRI. A. VENKATA RAMANA, B.A., B.L., MEMBER

WEDNESDAY, THE 15<sup>th</sup> DAY OF NOVEMBER, 2023.

**C.C. No. 115 OF 2022**

Between

Vakkalagadda Naga Venkata Srikanth, S/o. V. Yogi Nageswara Rao,  
Aged 26 years, Represented through his GPA holder VVSSN Kasturi  
Sanagapalli, W.O. V. Yogi Nageswara Rao, Hindu, aged 53 years,  
Working as Government Teacher, R/o. 14-228, 4<sup>th</sup> line,  
Bhagat Singh Nagar, Yanamalakuduru, Vijayawada.

.... Complainant

And

1. Babita Tiwari, Fedex Com, FedEx Station, GF/2  
Royal Arcade, behind Adhikar Lodge, Vijayawada 521 108.
2. Sri Vinai, Team Leader, Delivery Courier,  
Delivery Private Limited, D.No.56-15-26,  
Ganapathi Ashram Road, Autonagar,  
Vijayawada-10.
3. AIR CRGO Logistics Center – II, N24-N34,  
S24-S34 opp. Gate 6 CRGO Terminal, IGI Airport,  
New Delhi 110 037.

.....Opposite Parties

This complaint is coming before us for final hearing on 18.10.2023, in  
the presence of Sri K.V. Raghava Rao, Advocate for Complainant, Opposite  
Parties remained absent and upon perusing the material available on record,  
this Commission deliver the following Order:

**ORDER**

**(Delivered by Hon'ble Member Smt. K. Sasi Kala on behalf of the bench):**

The Complainant has filed the present complaint against the Opposite  
Parties under Section 35 of Consumer Protection Act, 2019 in order to pay an  
amount of Rs.13,40,000/- (Rupees Thirteen Lakhs Forty Thousand only) as  
compensation as well as litigation expenses.

The Brief Facts of the complaint are:

1. The complainant is a software employee working as a Devops Engineer at Amazon in Hyderabad was deputed to Luxembourg with a high remuneration offer from amazon EUSARL. To facilitate this transfer, the complainant needed to send an important document, their police clearance certificate, to Meriam Benali at Fragomen Global LLP in Brussels, Belgium. This certificate was a crucial requirement for their job transfer for that the complainant contacted the opposite party No.1 through online for the purpose of sending his original police clearance certificate through courier to Meriam Benali, Fragomen Global LLP, 4<sup>th</sup> Floor, Avenue Desarts, Kunstlaan 52, Brussels, Belgium and the opposite party has collected the courier shipment from the complainant and also collected Rs.2,500/- (Rupees Two Thousand Five Hundred only) as charges, promised to deliver it to its destination before 22.12.2021. However, on 18.12.2021 the shipment, sent with the FedEx International Priority mode with number: AWB-814250181759 did not leave India as promised by the opposite party, causing a significant delay, due to the delay, they contacted the opposite party multiple times through his email, expressing their concern and the urgency of the situation. However, the opposite parties' responses were inadequate and delayed, it wasn't until 26.01.2022 that an investigation was initiated and 34 days after the complaint was raised when the urgency and importance was specified. Finally, on 31.01.2022, the opposite party informed the complainant that the shipment was in Bangalore and asked if they wanted it to be returned or an arrangement of export connection again they sent a mail to the complainant for their response to enquire about the complainant's bank details. Further the complainant made a reply to the opposite party on 11.02.2022 requested a refund along with an amount of Rs.12,40,000/- (Rupees Twelve Lakhs Forty Thousand only) which was equivalent to two months salary in Luxembourg, due to the delay caused by the opposite party, the opposite party sent a reply stating that they were not liable for any consequential loss. The complainant asserts that the opposite party's inadequate

responses and due to delay, which caused to the complainant financial loss and mental sufferings, hence the complainant has issued legal notice to the opposite party demanding them to pay total amount of Rs.13,40,000/- (Rupees Thirteen Lakhs Forty Thousand only) the opposite party neither the shipment returned nor the claim amount paid. Hence the complainant has constrained to file the present complaint against the opposite party in order to pay an amount of Rs.13,40,000/- (Rupees Thirteen Lakhs Forty Thousand only) as compensation as well as litigation expenses.

2. This Commission has sent Notice to the opposite party No.1 but they were “unserved” with an endorsement “No such person in this address hence returned to sender on 22.02.2022” and this Commission Order steps vide its Orders dated 15.03.2022 the opposite party remained absent and chosen not to contest the complaint inspite of paper publication dated 11<sup>th</sup> April, 2023 hence, this Commission has further proceeded with the complaint.

3. The complainant has filed memo dated 16.11.2022 stating that the complainant has not claimed any reliefs against opposite party No.2 and 3 they were shown as proforma parties as such complainant has “not pressed” the complaint against opposite party No.2 and 3.

4. After careful perusal of the material papers placed on record, the following Points that arise for consideration in this complaint are:

- i. Whether the complainant is a consumer or not?
- ii. Whether there is any consumer dispute in between the complainant and the opposite Party as alleged by the complainant?
- iii. Whether there is any deficiency of service or unfair trade practice on behalf of the opposite Party as alleged by the complainant?
- iv. Whether the complainant is entitled to any relief as claimed by the complainant?

Smt. VVSSN Kasturi Sangapalli, GPA Holder of the Complainant has filed her Chief Affidavit as PW1, Ex. A1 to A11 are marked on behalf of the complainant.

Heard and perused

**Point No. 1 and 2:**

5. After perusal of the material placed on the record the documents filed by the Complainant it is evident as per the Ex. A1 to A11 that the Complainant falls under the definition of the “Consumer” and the alleged dispute is in between the Complainant and the Opposite Parties was also a “Consumer Dispute” under the definition of the Consumer Protection Act. Accordingly points 1&2 are answered in favour of the Complainant.

**Point No. 3 and 4:**

6. After careful perusal of material papers placed on record it is evident that the complainant has placed a service order on 12.08.2021 for courier of his shipment from Srikanth Vakkalagadda, 22-37, 4<sup>th</sup> line, Bhagatsingh Nagarm Yanamalakuduru, Vijayawada to Meriam Benali, Fragomen Global LLP, 4<sup>th</sup> floor, Avenue Des Arts Kunstlaan, Brussels, Belgium, total package weight is 0.1 Kg consisting of Form ID. No.0460 with FedEx/Opposite Party Tracking (AWD) No.814250181759, for that the complainant has paid cash for both bill transportation charges and taxes, an amount of Rs.2,500/- (Rupees Two Thousand Five Hundred only) to the FedEx/opposite party on 12.08.2021 under Ex. A1. Further the contentions of the complainant that the said shipment was having important document which has to be delivered within the time, However, on 18.12.2021 the shipment, sent with the FedEx/Opposite Party International Priority made with number: AWB-814250181759 did not leave India as promised by the opposite party, causing a significant delay, due to the delay, they contacted opposite party multiple times through his email, expressing their concern and the urgency of the situation for that multiple correspondence were made by the complainant to the opposite party through

his emails between 26<sup>th</sup> December, 2020 and 7<sup>th</sup> February, 2022 as mentioned in Ex. A2, A3, A4, A5, A6 and A7 but the opposite party did not provide any proper response, finally on 31<sup>st</sup> January 2020 they informed the complainant that the shipment was in Bangalore and further enquired the complainant whether the shipment needs to be returned to him or exported to the mentioned address on the shipment under Ex. A6, thereafter on 10<sup>th</sup> February, 2022 the opposite party informed the complainant that the said shipment is lost in transit and that they will be settling a claim with him regarding the same they asked about complainant Bank Account Information – Beneficiary name of the Account Holder in the Bank, Bank name and Branch address, MICR no., Bank Account No., IFSC code, Cancelled Cheque (scan copy) the said mail conversation was marked as Ex. A8, in his response to the opposite party mail (Ex. A8) the complainant has provided the asked Bank Account Information on 11<sup>th</sup> February, 2022 and replied that he wanted to settle with the opposite party for an amount of Rs.12,40,000/- (Rupees Twelve Lakhs Forty Thousand only) which is approximated to his two months salary in Luxembourg under Ex. A9, in his response to the complainant's email (Ex. A9).

7. “The opposite party would process a claim for the lost of his shipment and as per conditions of carriage, opposite party is not responsible for any subsequent or indirect losses please review our documentation and refer to point 20 for more details on this matter” as mentioned in Ex. A10. Thereafter the complainant has issued legal notice to the opposite party on 21.02.2022 demanding them to pay an amount of Rs.13,40,000/- (Rupees Thirteen Lakhs Forty Thousand only) towards damages and compensation for his mental agony including costs of demand notice Rs.5,000/- (Rupees Five Thousand only) within 7 days of the receipt of the notice, the said notice enclosed with postal receipts were marked as Ex. A11, the opposite party neither sent any reply to the Ex. A11 legal notice nor resolved the complainant's grievance. Hence the complainant has filed the present complaint against the opposite party for seeking aforementioned reliefs from this Commission.

8. After careful perusal of material papers placed on record the main contention that was raised by the complainant in his complaint was that the Ex. A1 shipment was having important document which has to be delivered within the time as promised by the opposite party but because of the loss of the said shipment in transit the complainant has suffered much financial loss hence FedEx.com has to be paid compensation as claimed in the complaint. Further after careful perusal of the Ex. A1 FedEx Express International Airway Bill in column No.3 shipment information under commodity description details required value for customs and total value for customs (specify currency) and total declared value for carriage were kept in blank, the said Ex. A1 did not disclose the description of the carriage and supposed delivery date of the said shipment as contended by the complainant in his complaint.

9. Further upon review of the documents filed by the complainant under Ex. A1 to A11 it is an admitted fact that the FedEx/Opposite Party has agreed on 12.08.2021 to deliver the shipment from Srikanth Vakkalagadda, 22-37, 4<sup>th</sup> line, Bhagatsingh Nagarm Yanamalakuduru, Vijayawada to Meriam Benali, Fragomen Global LLP, 4<sup>th</sup> floor, Avenue Des Arts Kunstlaan, Brussels, Belgium. As seen from the Ex. A2 to A8 mail conversations in between the complainant and FedEx/Opposite Party it is evident that the said shipment has not been delivered by the FedEx/Opposite Party and agreed by them under Ex. A1 subsequently it was not traced out and lost in transit that was clearly mentioned by the FedEx/Opposite Party in their reply mail dated 10<sup>th</sup> February, 2022 and asked the complainant's Bank Account Information under Ex. A8 for that the complainant has E-mailed to the FedEx/Opposite Party on 11<sup>th</sup> February, 2022 stated that I have been offered a work transfer to our Amazon's team in Luxembourg due to an urgent requirement to my team in placing me there and this document – the Police Clearance there. And that is why I chose the FedEx/Opposite Party courier to ship my original document to the Belgium office and you had not only missed delivering the package on time but also has confirmation that it has been lost and provided his Bank Account

details to the FedEx/Opposite Party and claiming an amount of Rs.12,40,000/- (Rupees Twelve Lakhs Forty Thousand only) as compensation for loss of his estimated salary of two months under Ex. A9 for that the complainant has not submitted any relevant documents to prove and substantiate his contentions that he has suffered much financial loss of his two months' salary.

10. Further the FedEx/Opposite Party has replied the Ex. A9 mail to the complainant and stated that as mentioned in the earlier mail, we will be settling a claim for the lost shipment however as per our conditions of carriage, FedEx/Opposite Party is not liable for any consequential losses. You may go through our conditions of carriage via <https://www.FedEx.com/en-in/conditions-of-carriage.html> and refer point 20. Further upon examination of Ex. A1 in column No.8 which is required signature that was mentioned in use of this Air Waybill constitutes our agreement to the FedEx/Opposite Party conditions of carriage for EMEA, an extract of which is reproduced on the back of this Air Waybill, and you represent that this shipment does not contain dangerous goods. Certain international treaties, including the Warsaw or Montreal Convention, may apply to this shipment and limit our liability for damage, loss or delay, as described in our conditions of carriage of EMEA and the complainant has also signed in Ex. A1 and accepted the terms, contents and also the conditions mentioned in Ex. A1 the terms, contents and the conditions mentioned in Ex. A1 and the contents mentioned in Ex. A1 were binding between the parties.

11. Further the complainant has sent legal notices to opposite party on 21.02.2022 under Ex. A11, but the opposite parties have not sent any reply to the Ex. A11 legal notices to the complainant after filing of the complaint the notices were sent to opposite party but they were unserved with an endorsement "No such person in this address hence returned to sender on 22.02.2022 and this Commission also orders steps vide its orders dated 15.03.2022 but the FedEx/Opposite Party has not turn up as per above referred facts and circumstances no doubt there was a gross negligence on the

part of the opposite parties they lost the Ex. A1 shipment in transit and the same was not confirmed by the FedEx/Opposite Party until 10<sup>th</sup> February 2022 under Ex. A8 and their inadequate responses clearly reveals that the negligent attitude of the opposite parties in not delivering the said shipment to its destination as agreed by them under Ex. A1 and there was a much-delayed response to confirm the lost of the said shipment in transit would certainly amounts to deficiency of service on the part of FedEx/Opposite Party under the provisions of Consumer Protection Act.

12. The other crucial aspect that needs for consideration is that whether the complainant is entitled to the claim amount as claimed by him in his compliant? As per above referred facts and circumstances on that aspect there is no any valid material to prove and substantiate that the aforementioned shipment directly resulting in a financial loss equivalent to an estimated two months salary as mentioned in Ex. A9 and Ex. A11 mere oral allegations cannot be tenable and are not taken into consideration without submitting the relevant documentary evidence in respect of the alleged financial loss suffered by him. It is pertinently mentioned that FedEx/Opposite Party has acknowledged the loss of the said shipment during transit and has also agreed to reimburse the claim amount in accordance with their terms and conditions as mentioned in Ex. A1 under these circumstances this Commission is not inclined to grant any reliefs as claimed by the complainant in his compliant, but the complainant is entitled to get the refund for an amount of Rs.2500/- (Rupees Two Thousand Five Hundred only) which is paid by him to the FedEx/Opposite Party as shipment charges mentioned in Ex. A1 and also entitled for compensation for his mental agony and suffering for loss of his shipment No.AWB-814250181759 (Ex. A1) along with costs of the complaint. Further the documents filed by the complainant Ex. A1 to A11 which proves the negligence and deficiency of service adopted by FedEx/Opposite Party and communication in between the Complainant and FedEx/Opposite Party under Ex. A2 to A7 reveals that it has been generated from the website i.e.,



[babita.tiwari@FedEx.com](mailto:babita.tiwari@FedEx.com) of the FedEx/Opposite Party. Hence, the FedEx/Opposite Party are liable to pay compensation to the complainant under the provisions of Consumer Protection Act.

13. The complaint against Opposite Party No. 2 and 3 is dismissed in view of the "NOT PRESS MEMO" dated 16.11.2023, filed by the Complainant against Opposite Party No. 2 and 3.

Accordingly, all points are answered.

In the result, the complaint is allowed in part directing the FedEx/Opposite Party.

- i. To pay an amount of Rs.2,500/- (Rupees Two Thousand Five Hundred only) with @9% interest from the date i.e., 12.08.2021 as per Ex. A1 to till realization to the Complainant.
- ii. To pay an amount of Rs.15,000/- (Rupees Fifteen Thousand only) towards compensation for his mental agony and
- iii. To pay an amount of Rs.5,000/- (Rupees Five Thousand only) towards costs of the litigation expenses.

Time for compliance of this Order is 45 days.

Dictated by the Woman Member to the Junior Stenographer and directly typed by her and corrected by the Woman Member and pronounced by us in the Open Commission on the 15<sup>th</sup> day of November, 2023.

Sd/-  
MEMBER

Sd/-  
WOMAN MEMBER

Sd/-  
PRESIDENT

Appendix of evidence

Witnesses Examined

For the Complainant:

PW1 (VVSSN Kasturi Sanagapalli)  
By Chief Affidavit

For the Opposite Parties

-Nil-

Documents Marked

On behalf of the Complainant:

The Complainant filed by documents which were marked as Ex. A1 to A11.

Exhibits	Date	Description of the Documents
Ex. A1	12.08.2021	The shipment with the FedEx International priority mode with number AWB-814250181759.
Ex. A2	26.12.2021	Mail sent by the Complainant to the (India@FedEx) Opposite Party.
Ex. A3	20.01.2022	The complainant got the reply from one Babita Tiwari ( <a href="mailto:babita.tiwari@fedex.com">babita.tiwari@fedex.com</a> ) stating apologies for the delay in response and stated that the searches are being conducted for the shipment.
Ex. A4	04.01.2022	The complainant got mail from <a href="mailto:India@Fedex.com">India@Fedex.com</a> stating that with reference to the mail an investigation has been initiated with the concerned team under Ref. No.C-49765381 and the team will be tracing the shipment soon.
Ex. A5	31.01.2022	The complainant got mail from babita Tiwari ( <a href="mailto:babita.tiwari@fedex.com">babita.tiwari@fedex.com</a> ) stating that “ <i>please be informed that the said shipment is in Bangalore. Request you to please advise if you want it back or we arrange the export connection</i> ”.
Ex. A6	31.01.2022	The complainant gave a reply to Item No. (v)
Ex. A7	04.02.2022	The complainant received a mail from babita Tiwari ( <a href="mailto:babita.tiwari@fedex.com">babita.tiwari@fedex.com</a> ) arranging a refund for this shipment and working on return of it
Ex. A8	10.02.2022	The complainant received a mail from babita Tiwari ( <a href="mailto:babita.tiwari@fedex.com">babita.tiwari@fedex.com</a> ) stating that update from the operations team that the said shipment is lost in transit. We will be settling a claim with you for the same. Please share the details of your bank account information.
Ex. A9	11.02.2022	The complainant made a reply for Item No. (viii)
Ex. A10	11.02.2022	The complainant got a mail from babita Tiwari ( <a href="mailto:babita.tiwari@fedex.com">babita.tiwari@fedex.com</a> ) stating that they will be settling a claim for the lost shipment however as per our conditions of carriage
Ex. A11	21.02.2022	The complainant got issued legal notice to Opposite Parties 1 to 3

On behalf of the Opposite Parties:

-Nil-

Sd/-  
PRESIDENT