

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

Consumer Complaint No.	:	315/2022
Date of Institution	:	05.04.2022
Date of Decision	:	22.05.2024

Jaspreet Singh aged 28 years s/o Sukhpal Singh r/o 210, Yuva Apartments, MDC, Sector 6, Panchkula, Haryana 134109.

... Complainant

Versus

24 Seven, Ground Floor, SCO 33, Sector 26, Chandigarh through Nodal Officer.

.... Opposite Party.

BEFORE:

SHRI AMRINDER SINGH SIDHU, PRESIDENT
SHRI B.M.SHARMA MEMBER

PRESENT

Complainant in person.

Sh.Vipul Joshi, Counsel for the OPs.

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1. The present complaint earlier stands exparte allowed by this Commission vide its order dated 13.12.2022. Aggrieved against the aforesaid order, an Appeal bearing No.8/2023 was preferred by the OP before the Hon'ble State Commission, UT, Chandigarh which was allowed vide order dated 27.01.2023 and the order dated 13.12.2022 of this Commission was set aside subject payment of cost of Rs.2000/-. The OP was permitted to place on record reply and evidence/affidavit before this Commission.
2. Briefly stated, the complainant, who is a practicing Advocate at Punjab and Haryana High Court, purchascd certain grocery items worth Rs.1250/- vide bill dated 16.11.2021 and was surprised to see the bill that the OP charged Rs.10/- for the carry bag. It has further been averred that he was compelled to buy carry bag. Subsequently, he again bought some goods on 02.03.2022 and again directed to buy the carry bag (cotton) worth Rs.20/-, which contained logo of the OP. It has further been averred that the OP had failed to provide free carry bag despite his requests. He even told the Store Manager that they cannot charge extra for the paper bags in view of the precedents of the Courts. He also served a legal notice dated 22.11.2021 upon the OP and requested them to refund the cost of the carry bag but to no effect. It has further been averred that the Opposite Party has committed deficiency in service as also indulged into unfair trade practice by charging for the carry bag. Hence, the present consumer complaint.
3. In its written version, the OP has denied that the complainant was compelled to purchase carry bags of Rs.10/- and Rs.20/- and they failed to provide a free carry bag to the complainant. It has been

stated that the Complainant purchased a paper carry bag and a cotton bag voluntarily and with fully knowledge of the cost. There is prominent signage and adequate, prior notice that customers are encouraged to get their own bags; that free paper bags in small and large size are supplied to all customers, and that the merchandise bags are available for a price mentioned on the signage. Prior, and prominent notice/signs/announcement /advertisement/warning of the additional cost of the premium carry bags and the availability of free paper bags was given to the Complainant through a large signboard as admitted by the Complainant through Annexure C-4 of the Complaint. It has further been stated that they permits customers to bring their own carry bags for goods purchased from the Store. It has further been stated that the OP delivers the goods in a deliverable state as it provides free paper bags in small and large sizes which provide adequate protection, and which can be carried by hand easily. It has further been stated that the normal practice of providing bags at no additional cost was fully complied with and the goods were therefore sold in a deliverable state, especially when even large paper bags which can store multiple items were sold for free. The remaining allegations have been denied. Lastly, it has been prayed that there is no deficiency in service or unfair trade practice on its part and the complaint be dismissed.

4. The complainant filed replication to the written reply of the OP and controverted their stand and reiterating his own.
5. We have heard the complainant in person and the Counsel for the OP and have gone through the documents on record including written submissions.
6. From the perusal of the documentary evidence especially Annexure C-4 i.e. a copy of the sign board placed on record by the complainant himself shows that it was clearly displayed by the OP on the sign board that "Save The Planet; request you to bring your own carry bag". Hence, the OP has given a clear cut notice to its consumers who are visiting their premises to buy the goods should bring their own carry bags to save the planet. Moreover, on this sign/display board, the OP has offered its consumers to get free paper bags, meaning thereby, that the paper bags are available free of cost to the customers who want to get the same. Moreover, the OP has also displayed on the sign/display board that paper merchandise bags with handle are available at the price of Rs.10/-, non-woven merchandise bags with handle are available at the price of Rs.10/- and the cotton merchandise bags with handle are available at the price of Rs.20/-. When the complainant himself voluntarily selects the merchandise carry bags with handle then he cannot be allowed to say that he was compelled to buy the carry bags and the OP has committed unfair trade practice by charging price thereof from him. Accordingly, the plea of the complainant that he was forced to buy the carry bags in question is not acceptable and the same is rejected accordingly.
7. For the reasons recorded above, the consumer complaint, being devoid of any merit, is dismissed with no order as to costs.
8. Certified copy of this order be communicated to the parties, free of charge. After compliance file be consigned to record room.

Announced in Open Commission.

22.05.2024

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER