

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,  
U.T., CHANDIGARH**

<b>Appeal No.</b>	<b>:</b>	<b>227 of 2024</b>
Date of Institution	:	25.06.2024
Date of Decision	:	16.09.2024

Sh. Jaspreet Singh, Aged 30 years son of Sukhpal Singh, Resident of 210 Yuva Apartments, MDC, Sector 6, Panchkula, Haryana – 134109.

.....Appellant/Complainant.

**VERSUS**

24 Seven, SCO 33, Ground Floor, Sector 26, Chandigarh – 160019.

.....Respondent/Opposite Party.

**BEFORE: JUSTICE RAJ SHEKHAR ATTRI, PRESIDENT.**

**MR. RAJESH K. ARYA, MEMBER.**

**Argued by:**

Sh. Jaspreet Singh, appellant in person.

Sh. Piyush Kumar, Advocate for the respondent.

**PER RAJESH K. ARYA, MEMBER**

This appeal has been filed by the complainant – Sh. Jaspreet Singh (appellant herein) against order dated 22.05.2024 vide which, District Consumer Disputes Redressal Commission-II, U.T., Chandigarh (in short 'District Commission') has dismissed his consumer complaint No.315 of 2022.

2. Briefly stated the fact before the District Commission were that the appellant/complainant purchased certain grocery items worth Rs.1,250/- vide bill dated 16.11.2021 from the respondent/opposite party and was surprised to see that the respondent charged Rs.10/- for the carry bag in the bill. It was further averred that he was compelled to buy the said 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 respondent. It was further averred that the respondent had failed to provide free carry bag despite his requests. He even told the Store Manager that they could not charge extra for the paper bags in view of the precedents of the Courts and also served a legal notice dated 22.11.2021 upon the respondent requesting the respondent to refund the cost of the carry bag but of no avail.

**3.** On the other hand, the respondent denied that the appellant was compelled to purchase carry bags of Rs.10/- and Rs.20/- and it failed to provide a free carry bag to the appellant. It was stated that the appellant purchased a paper carry bag and a cotton bag voluntarily with full knowledge of their cost. It was further pleaded that there was 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. It was further pleaded that 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 appellant through a large signboard as admitted by him vide Annexure C-4. It was further stated that the respondent permits customers to bring their own carry bags for goods purchased from its Store. It was further stated that the respondent 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 was further 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.

**4.** Now before us, the order of the District Commission has been assailed on the ground that the respondent does not provide any free carry bag as stated in the impugned order; that the respondent cannot advertise its brand at the appellant's cost; that the District Commission has failed to cross-check some relevant facts before arriving at its finding that the appellant voluntarily selected the merchandise carry bags with handles. It has been stated that the Ld. District Commission overlooked the fact that if a free carry bag was provided to the appellant, it is illogical to assume that the appellant would waste his money on purchasing carry bags on two separate occasions. It has further been stated that the salient specifications of the carry bags were not informed to the appellant before purchasing the goods. It has further been stated that as per the catalogue of bags, Annexure OP/4, it is quite evident that the size of the free paper carry bags is small compared to the large chargeable bags on the catalogue. It has further been stated that the consumers are forced by the staff of the respondent by making an incorrect statement that the small free bag would not be able to carry all the items which they have purchased, hence, the consumers are forced to buy a carry bag even through the notice at the billing counter mentions that the carry bags would be free of costs. It has further been stated that free carry bag was denied to the appellant and he was forced to purchase a carry bag on both occasions. It has further been stated that even the free carry bag, which the appellant alleges that they provide, are not suitable since it does not have a handle. Lastly, the appellant prayed for acceptance of the appeal.

**5.** On the other hand, Counsel for the respondent, while supporting the findings of the District Commission, has submitted that the respondent allows customers to bring their own carry bags for goods purchased from its Store and also 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. Hence, the prayer for dismissal of appeal has been made by the respondent.

**6.** After hearing the parties and going through the material available on record and the impugned order, we are of the considered view that the present appeal filed by the complainant is liable to be accepted for the reasons to be recorded hereinafter. During the course of arguments, Counsel for the respondent argued that the respondent is providing small and large paper bags to the customers for carrying their purchased items but the appellant without opting for those free paper bags opted to purchase the carry bag for Rs.10/- and another carry bag (cotton) worth Rs.20/-. On the other hand, it is the specific case of the appellant that the respondent, though allegedly providing free carry bags but it always ask the customers that the same are not available and they are left with no option but to buy chargeable carry bags. It is further argued that the free paper carry bags provided by the respondent are of no use and there are no handles attached to them and it is not possible or for a customer to carry those paper bags. It may be stated here that during the course of arguments, Counsel for the respondent conceded that the free paper carry bags provided by the respondent are without handle. Bare perusal of Annexure C-4 corroborates the fact that on the signboard placed by the respondent at the checkout counter of its showroom, it is mentioned that "GET FREE PAPER BAG" and

below that, picture of said paper bag to be given free is there. The said paper bag is without handle. Beneath that, it is mentioned that “BUY MERCHANDISE BAG (WITH HANDLE), which are chargeable ranging from Rs.6/- to Rs.20/-. The pictures of bags, which are chargeable, are also shown in front of their respective prices. In our considered view, it is unreasonable to expect a customer to carry multiple purchased items in paper bags that lack handles, especially when the bags are provided by the shopkeeper. Paper bags without handles can be difficult to manage, particularly if the items are heavy or numerous, making it an inconvenient and uncomfortable experience for the customer. The shopkeeper, as part of offering a smooth shopping experience, should ensure that bags with handles are provided free of charge to make it easier for customers to transport their goods. In many cases, customers rely on the shop to provide suitable packaging for their purchases and failing to do so can be seen as neglecting a basic service expectation. By providing paper bags with handles, shopkeepers not only enhance customer satisfaction but also ensure that customers can safely and conveniently carry their items. It is, thus, essential for shopkeepers to recognize that they are obligated to supply bags with handles as part of their service, thereby upholding a standard of care that benefits both the customer and the shop's reputation.

We also observe that all the bags provided by the respondent, whether free or against payment, the branding of the respondent is there on them, which cannot be done at the cost of the appellant. The shopkeepers/retail stores are not allowed to charge consumers for carry bags, as the bags have their logo and name, so it becomes part of their advertisement. When a paper bag provided by any shop carries the branding, logo or name of the retailer, it essentially serves as a form of advertising for the store. In such cases, it is unreasonable to charge the consumer for the bag as it becomes part of the retailer's promotional strategy. Charging customers for paper bags that promote the store shifts the advertising costs unfairly onto the consumer. Retailers and shopkeepers are expected to absorb the cost of these bags as a part of their business operations, ensuring that consumers are not burdened with additional charges for an item that advertises the store.

It is also highly surprising and somewhat troubling that the respondent is engaging in the practice of selling paper bags with handles, while the bags, being provided for free, lack this essential feature. This distinction creates an unfair situation for consumers. A bag without a handle is often impractical and inconvenient, particularly when carrying items for any significant distance. The absence of handles on the free bags essentially renders them useless for most consumers, as they cannot be easily carried, especially if the contents are heavy or bulky. By withholding such a fundamental feature from the free bags, the seller is, in effect, forcing consumers into purchasing the more expensive version that includes handles. This tactic can be seen as a subtle form of coercion, as it leaves consumers with little choice but to spend money on something that, in principle, should be offered as part of the standard service. The bags provided for free should at least meet basic functional standards and providing bags without handles seems designed to manipulate consumers into making an unnecessary purchase. This scenario not only affects consumer choice but also undermines the very notion of providing something "free" when it comes with such limitations.

It may also be stated here that earlier also, a bunch of appeals were filed before this Commission, which were dismissed by this Commission vide order dated 25.10.2021, the lead case was that of Reliance Retail Limited Vs. Amarpreet Singh, Appeal No.107 of 2020. This Commission while dismissing the said appeals vide order dated 25.10.2021, observed in Paras 11 to 15 as under:-

“**11.** In the instant case also, it may be stated here that it is not for the first time this Commission is dealing with the issue of charging for the carry bag but this issue has already been decided by this Commission in numerous cases. A similar question fell for determination before this Commission in First Appeal No.238 of 2019 titled as Big Bazaar (Future Retail Ltd.) Vs. Ashok Kumar, decided on 18.05.2020 wherein while negating the plea taken by Big Bazaar, the appeals filed by it were dismissed and the orders passed by the District Commissions I and II were upheld by holding as under:-

“**12.** *Our above view is supported by the provisions of Sub Section (5) of Section 36 of The Sale of Goods Act, 1930 which makes it absolutely clear that unless otherwise agreed, the expenses of and incidental to putting the goods into a deliverable state, shall be borne by the seller. Thus, under this provision of law, all the expenses with regard to packing, providing carry bags etc. shall be borne by the vendor in order to put the goods into a deliverable state.*

*In the present cases also, the goods with different brands name i.e. macroni pep, dettol, oreo; cop urad etc., were put in the carry-bags by the appellant, in order to bring it in the complete deliverable state, so that its physical possession could be handed over to the respondents. The appellant has failed to prove its case that the carry-bag was separately purchased by the respondents/purchasers of their own free will, rather, the appellant has used the same for the purpose of putting the above said goods to make them into a deliverable state. Thus, all the expenses required and incurred to make the goods into a deliverable state for handing over to the purchasers thereof, were to be borne by the appellant. In this view of the matter, the appellant has no right to recover the expenses borne by it on the packing of the goods or putting the goods in a carry bag for making the same in a deliverable state.*

**13.** *At the time of arguments, when confronted with the above situation, Counsel for the appellant with a view to buttress her cases, placed heavy reliance on provisions of Rule 10 of the Plastic Waste (Management and Handling) Rules, 2011, to contend that the appellant was not bound to provide carry bags, free of cost, to the respondents. Relevant part of the said Rule is reproduced hereunder:-*

**“10 Explicit pricing of carry bags.** - No carry bags shall be made available free of cost by retailers to consumers. The concerned municipal authority may by notification determine the minimum price for carry bags depending upon their quality and size which covers their material and waste management costs in order to encourage their re-use so as to minimize plastic waste generation.”

*No doubt, from Rule 10 afore-extracted, it is evident that no “carry bags” shall be available free of cost by the retailers to customers, yet, when we go through Rule 3 of the said Rules, under the heading “**Definition**”, it is found that the said "carry bags" means **bags made from any plastic material, used for the purpose of carrying or dispensing commodities** but do not include bags that constitute or form an integral part of the packaging in which goods are sealed prior to use. Relevant part of the said Rule reads as under:-*

**"carry bags"** means bags made from any plastic material, used for the purpose of carrying or dispensing commodities but do not include bags that constitute or form an integral part of the packaging in which goods are sealed prior to use;]

*When we read the said Plastic Waste (Management and Handling) Rules, 2011, as a whole, it reveals that the said Rules have been framed with a view to enforce the provisions relating to the use, collection, segregation, transportation and disposal of plastic waste and also the conditions to be fulfilled during the course of manufacture, stocking, distribution, sale and use of carry bags and sachets, in order to save the environment. Thus, Rule 10 relates to explicit pricing of carry bags, made from any plastic material, used for the purpose of carrying or dispensing commodities, to encourage their re-use so as to minimize plastic waste generation, to save the environment. Whereas, in the present cases, as stated above, the appellant failed to deliver the goods in the complete state of delivery and on the other hand, charged for the carry bags made of jute, which was required to put the goods i.e. macroni pep, dettol, oreo; cop urad etc., in order to bring it in the complete deliverable state, so that its physical possession could be handed over to the respondents; thereby violating the provisions of Sub Section (5) of Section 36 of The Sale of Goods Act, 1930, referred to above, which says that all the expenses with regard to packing etc. shall be borne by the vendor in order to put the goods into a deliverable state. No help, therefore, can be drawn by the appellant from the provisions of Rule 10 of the Rules 2011.*

**14.** *It was also vehemently contended by Counsel for the appellant that the purchase of carry bag is entirely optional and is a voluntary act by a consumer. However, in the*

*same breath, it was also contended by her that the customers cannot bring their own carry bags containing items/goods purchased from other shops.*

*It may be stated here that, once we have already held that all kinds of expenses incurred in order to put goods into a deliverable state shall be suffered by the seller, as such, the contention raised does not merit acceptance. Ever otherwise, as per the contention raised by Counsel for the appellant, on the one hand, purchase of carry bags is made optional & voluntary but at the same time, the consumer/customer is not allowed to enter the shop with their own carry bags containing some goods purchased from other shop premises. We cannot expect that for every single item/article intended to be purchased by a customer, he/she needs to carry separate carry bags. For e.g. if a customer wants to purchase, say about 15 in number, daily-use goods/articles like macroni pep, dettol, oreo; cop urad, soap, toothpaste, shaving cream, pen, pencil etc., from different shops, we cannot expect him/her to take 15 carry bags from home, for the same. Thus, by not allowing the customers to carry their own carry bags by the appellant in its premises, there was no option left with them to buy the carry bags alongwith the goods purchased, to carry the same from the shop-premises. We are shocked to note the kind of services provided by these big Malls/Showrooms. One cannot be expected to take the goods like macroni pep, dettol, oreo; cop urad etc., purchased, in hands. By not allowing the customers to bring in the shop premises, their own carry bags, and thrusting its own carry bags against consideration, the appellant is deficient in providing service and also indulged into unfair trade practice. No case is made out to reverse the findings of the respective District Commission in each appeal.*

*15. For the reasons recorded above, we are of the considered opinion that all these appeals are devoid of merit and the same deserve dismissal. Consequently all the above captioned appeals are hereby dismissed with no order as to costs. The orders of the District Commission in each appeal are upheld”.*

**12.** Not only above, even the bunch of Revision Petitions filed before the Hon’ble National Consumer Disputes Redressal Commission, New Delhi, the lead case being Revision Petition No.975 of 2020 titled ‘BIG BAZAAR (FUTURE RETAIL LTD.) Versus ASHOK KUMAR’, challenging the aforesaid order dated 18.05.2020 passed by this Commission, were disposed of by Hon’ble National Commission vide order dated 22.12.2020, whereby the findings of this Commission given in Paras 14 and 15 of order dated 18.05.2020 as extracted above, were upheld. While disposing of the aforesaid bunch of said appeals, the Hon’ble National Commission further held that the Award made by the District Forum, as upheld by the State Commission, appeared just and equitable in the facts of the case and on the face of it, nothing warrants interference with the Award in exercise of the revisional jurisdiction of the National Commission.

**13.** It may also be stated here that this Commission in a bunch of nine appeals, the lead case of Big Bazaar (Future Retail Ltd.) Vs. Tanu Malik, Appeal No.14 of 2020, decided on 15.10.2020, while dealing with a similar issue of charging for the paper bags, held in Para 13, as under:-

“13. In the present appeals also, being facts and circumstances of similar nature and against the same company, nothing new has been placed on record by the appellant, to convince this Commission to diverge from the findings given in Ashok Kumar’s case. (supra). Despite the fact that this Commission in Ashok Kumar’s case. (supra) held that the appellant was deficient in providing service and adopted unfair trade practice by charging amount towards the carry bag, even then it did not discontinue with the said practice and have shown its courage to continue the same. The said act of the appellant needs to be deprecated.”

**14.** The grounds raised in the instant appeal being similar ones have already been dealt with by this Commission in the cases as already decided by this Commission and as referred to in the preceding para of this order. Therefore, we reiterate our earlier view in this case also that the appellant was deficient in providing service and adopted unfair trade practice by charging amount towards the carry bag. In addition, we are of the firm view that so far as the pleas/arguments raised by the Counsel for the appellant that suitable advertisements and posters have been displayed at prominent locations in the store as the appellant environmental policy and that the carry bag was given to the respondent only upon his confirmation with respect to the purchase of the carry bag, the District Commission rightly held in Para 8 and 9 of its order as under:-

“8. The Ld. Counsel for the Opposite Party has argued that suitable advertisements and posters are displayed at prominent locations in the store as Opposite Party is committed to follow a responsible environmental policy. However, we are not impressed with the same, in as much as, the Opposite Party has miserably failed to produce on record any cogent, convincing and reliable piece of evidence in the shape of any rules/ instructions authorizing it to levy charge additionally for the carry bag from the gullible Consumers. Moreover, if the Opposite Party is an environmental activist, it should have given the same to the complainant free of cost. Therefore, the contention of the Opposite Party that there is no law as such which directs or binds any shop keeper to provide carry bags for free is rejected being bereft of any force. It was surely for the gain of Opposite Party and by employing unfair trade practice, Opposite Party is minting lot of money from all customers.

9. Ld. Counsel for the Opposite Party further argued that the carry bag was given to the Complainant only upon confirmation from her with respect to the purchase of the carry bag. However, we are also not impressed with the same, in as much as if the Cashier informed the Complainant about the purchase of carry bag before billing, the same amounts to unfair trade practice and deficiency in service, as it would have been very odd and inconvenient for Complainant to carry the new articles in hand throughout without a carry bag. In this backdrop, charges of such things (carry bags) cannot be separately foisted upon the consumers and would amount to overcharging. It is noteworthy that in this manner, the Complainant and other gullible consumers like her has certainly been taken for a ride by the Opposite Party. Undoubtedly, the Opposite Party has several stores across the country and in the above said manner, made lot of money; thus, the act of Opposite Party by forcing the gullible consumers to pay additionally for the carry bags is surely and certainly amounts to deficiency in service and its indulgence into unfair trade practice.”

**15.** Not only above, we may also like to add here that the argument raised is not supported by any cogent and convincing evidence on record. Moreover, it was the specific case of the respondent/complainant that there was nowhere mentioned in the entire shop that the customer would have to take his/her own carry bag. We further endorse the view held by the District Commission that the sequence of events established the high handedness of the opposite party of which the complainant became the victim and felt the brunt, as a result he was left with no alternative, except to knock the doors of the District Commission, which further aggravated her pain & harassment.”

**6.** Not only above, as regards the averment of the appellant that he was not explained the salient specifications of the carry bags before purchasing his goods, it is apposite to mention here that Shopkeepers have a responsibility to inform customers about the key specifications of carry bags before billing them, ensuring transparency and avoiding unnecessary charges. These specifications include details such as the material of the bag (whether it is made from paper, plastic, or biodegradable materials), its durability, dimensions, and weight capacity. Additionally, if the carry bag contains any branding, logos, or promotional content, this must also be disclosed, as such elements often serve as advertising for the store, as observed above. Informing customers about these details allows them to make informed choices, ensuring they

understand whether the bag is a simple packaging tool or doubles as a promotional item for the retailer. This level of transparency fosters trust between retailers and consumers, as it prevents any hidden or unexpected costs from being imposed during checkout. Furthermore, providing clear information about carry bags is essential for maintaining compliance with consumer protection laws and retail industry standards, which often require businesses to fully disclose all charges and ensure that any fees related to packaging are justifiable. However, the fact that paper or carry bags are provided free of charge by retailers does not imply that they should be of inferior quality or lack basic functionality, such as handles. Shopkeepers and retailers have a responsibility to provide bags that are sturdy enough to safely hold purchased items without the risk of tearing or spilling. A free paper bag should come with handles, ensuring ease and convenience for customers when carrying their goods. Offering such bags demonstrates that retailers value customer satisfaction and prioritize practical usability over cost-cutting measures. It must be ensured that even complimentary bags are designed to meet the basic expectations of durability and functionality, allowing consumers to transport their items confidently and securely. This practice would not only reflect good business ethics but also foster trust and loyalty from customers, who would appreciate the effort to provide practical, high-quality packaging, even at no extra charge. Thus, in our considered view, the contention raised by the respondent that the customer can, of his own volition, buy paper bags with handles, as provided in the catalogue, is not tenable in view of observations made in the preceding part of the judgment.

7. For the reasons recorded above, the appeal is accepted and the impugned order is set aside. The respondent/opposite party is directed as under:-

- (i) to refund the cost of two carry bags/cotton bags i.e. Rs.10/- and Rs.20/- to the appellant/complainant.
- (ii) to pay an amount of Rs.3,000/- to the appellant/ complainant towards compensation for harassment and mental agony.
- (iii) to pay an amount of Rs.1,000/- as litigation expenses to the appellant/complainant.

8. This order shall be complied with by the respondent/opposite party within a period of 45 days from the date of receipt of its certified copy, failing which, the respondent/opposite party shall be liable to pay the aforesaid amounts at Sr. No.(i) to (iii) to the appellant/complainant alongwith interest @9% per annum from the date of this order till actual realization.

9. Certified copies of this order be sent to the parties free of charge.

10. File be consigned to Record Room after completion.

Pronounced

**16.09.2024.**

**[JUSTICE RAJ SHEKHAR ATTRI]**

**PRESIDENT**

**(RAJESH K. ARYA)**

**MEMBER**

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