

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL, COMMISSION PANCHKULA,
HARYANA.**

BAYS 3-4 SECOND FLOOR , SECTOR-4, PANCHKULA.

**Complaint Case No. CC/300/2022
(Date of Filing : 14 Sep 2022)**

1. AVNEET SINGH DHILLON

SON OF JATINDER SINGH DHILLON H.NO.44 WARD NO.7
KOT FATTA BATHINDA DISTT BATHINDA PUNJAB

.....Complainant(s)

Versus

1. 24 SEVEN

MANSA DEVI COMPLEX SCO NO.122 GF SEC-5
PANCHKULA HARYANA THROUGH ITS AUTHROSIZED
SIGNATORY

.....Opp.Party(s)

BEFORE:

PRESENT:

Dated : 19 Jun 2024

Final Order / Judgement

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
PANCHKULA**

Consumer Complaint No	:	300 of 2022
Date of Institution	:	14.09.2022
Date of Decision	:	19.06.2024

Avneet Singh Dhillon s/o Jatinder Singh Dhillon, resident of House No.4, Ward No.7,
Ward No.7, Kot Fatta Bathinda, District Bathinda, Punjab.

...Complainant

Versus

24 Seven, Mansa Devi Complex, SCO No.122, GF, Sector-5, Panchkula, Haryana through
its Authorized Signatory.

.....Opposite Party

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

Before: Sh.Satpal, President.
Dr.Sushma Garg, Member

For the Parties: Sh.Jaspreet Singh, Advocate for the complainant.

OP already ex-parte vide order dated 28.10.2022.

ORDER

(Satpal, President)

1. The brief facts, as alleged in the present complaint, are, that the complainant had purchased some items of grocery vide bill no. C067T222B0016324 from the Opposite party(hereinafter referred to as OP) vide bill dated 11.07.2021 amounting to Rs.349. It is alleged that one item, out of the several purchased items, as purchased by the complainant, was Kari & Kari(Japanese Premium Snacks), the price of which, was Rs.99/- and the manufacturing date as mentioned on the bag was 23.04.2021. It is averred that the OP had sold the bag of Kari & Kari(Japanese Premium Snacks) beyond its expiry date as the said bag was sold on 11.07.2022 whereas its expiry date was 22.04.2022. It is averred that the complainant had fell ill after the consumption of the said chips/snacks and remained bed-ridden for three days and he was diagnosed as case of food poisoning. The complainant is a well known businessman and he suffered irreparable monetary loss in monetary his business. It is averred that the complainant had especially travelled from his home town of Bathinda to Chandigarh on 10.07.2022 to attend a business meeting with the Barista Coffee Company but due to his illness because of the consumption of expiry product, he could not attend his official meetings between 12.07.2022 to 13.07.2022. A legal notice dated 13.07.2022 was sent by the complainant through his counsel to OP to seek adequate compensation of account of mental agony, physical harassment and financial loss suffered by him but no response was received from the OP. Due to the act and conduct of the OP, the complainant has suffered mental agony, harassment and financially; hence, the present complaint.

2. The notice which was issued to the OP through process server, was received back served but none had appeared on behalf of the OP and thus, due to the non appearance of OP, it was proceeded ex-parte by the Commission vide its order dated 28.10.2022.

3. To prove the case, the learned counsel for the complainant has tendered affidavit as Annexure C-A along with documents Annexure C-1 to C-4 in evidence and closed the evidence by making a separate statement.

4. We have heard the learned counsel for the complainant and gone through the entire record available on the file including written arguments filed by the complainant, minutely and carefully.

5. During arguments, the learned counsel for the complainant reiterated the averments as made in the complaint as also in the affidavit(Annexure C-A) of the

complainant and contended that the OP had indulged into unfair trade practice by selling the eatable item i.e. Kari & Kari(Japanese Premium Snacks) beyond its expiry date. It was argued that the OP, intentionally and deliberately, with an intention to deceive the complainant, had erased the last word of the year pertaining to expiry date on the bag(Annexure C-2). It was argued that the validity of the Kari & Kari(Japanese Premium Snacks)was one year and in this regard, the learned counsel invited our attention towards the Annexure C-4(colly). Concluding the arguments, the learned counsel contended that the complaint is liable to be accepted by granting the relief as claimed for in the complaint.

6. The OP has preferred not to contest the present complaint by remaining absent despite services of notice and accordingly, it was proceeded ex-parte vide order dated 28.10.2022 and thus, the assertions made by the complainant against it go unrebutted and uncontroverted.

7. Evidently, several grocery items were purchased by the complainant from the OP on 11.07.2022 vide bill no. C067T222B0016324 amounting to Rs.349/-(Annexure C-1). As per purchase bill(Annexure C-1), the price of item i.e. Kari & Kari(Japanese Premium Snacks) was Rs.99/-.

8. The grievances of the complainant are that the OP, by indulging into unfair trade practice, had sold the bag of Kari & Kari (Japanese Premium Snacks) to him beyond its expiry date.

9. We have perused the Annexure C-4(colly) of another bag pertaining to the same product i.e. Kari & Kari(Japanese Premium Snacks), wherein date of manufacturing is shown as 19.01.2022 and the expiry date has been mentioned as 18.01.2023. From another bag of the same product i.e. Kari & Kari(Japanese Premium Snacks)Annexure C-4(Colly), it is found that date of manufacturing of the product was 01.01.2022 and the expiry date was 22.04.2022. As per above mentioned Annexure C-4(colly) i.e. the another bag of the same product i.e. Kari & Kari(Japanese Premium Snacks), the price has been mentioned as Rs.99/-, which is the purchase price of the product in question.

10. From the perusal of aforesaid Annexure C-4(colly), it is found that the Kari & Kari(Japanese Premium Snacks)was to be consumed within one year. In the present case, the manufacturing date of the bag of the Kari & Kari(Japanese Premium Snacks)is mentioned as 23.04.2021and thus, the validity qua use of the same was up to 22.04.2022, whereas the OP had sold the said product on 11.07.2022 vide invoice(Annexure C-1) and thus, the OP by indulging into unfair trade practice, had sold the eatable items i.e. Kari & Kari to the complainant beyond its expiry date.

11. In fact, the seller of a product, particularly of eatable items, cannot be absolved of his basic duty to make proper and adequate checking/verification qua their expiry date before the sale of the same to the consumers and, under no circumstances, he can be permitted to play havoc with the health of the consumers by selling the product beyond the expiry date. Needless to mention here that the eatable items if consumed by a consumer after its expiry date may prove fatal and dangerous to his health causing adverse impact thereon.

12. Moreover, the OP has preferred not to contest the present complaint by remaining absent despite service of notice and thus, the assertions and contentions as made by the complainant are unrebutted and uncontroverted.

13. Therefore, we conclude that the OP was not only deficient but it also indulged into unfair trade practice by selling the eatable items to the complainant beyond the expiry date; hence, the complainant is entitled to relief.

14. In relief, the complainant has claimed the refund of Rs.99/-qua the price of Kari & Kari(Japanese Premium Snacks). He has further claimed a compensation of Rs. 3,00,000/- on account of mental agony and harassment. A sum of Rs. 1,00,000/- has been claimed from the OP on account of its indulgence into the unfair trade practice. Further, a sum of Rs. 1,00,000/- has been claimed on account of litigation charges.

15. As a sequel to the above discussion, we partly allow the present complaint with the following directions:-

- i. The OP is directed to refund a sum of Rs.99/- to the complainant, along with interest @ 9% per annum(simple interest) w.e.f. 11.07.2021 i.e. the date when the Kari & Kari(Japanese Premium Snacks), was sold by the OP till its actual realization.
- ii. The OP is directed to pay an amount of Rs.5,000/- to complainant on account of mental agony and harassment.
- iii. The OP is directed to pay an amount of Rs.5,500/- to complainant as litigations charges.
- iv. The OP is further burdened with the punitive damages amounting to Rs.10,000/- on account of its indulgence into unfair trade practice, which shall be deposited by it(OP) in the account of the Poor Patient Welfare Fund (PPWF) through the Director, Post Graduate Institute of Medical Education & Research, Chandigarh by way of DD/pay order and accordingly, the OP is directed to send the DD/Pay order amounting to Rs.10,000/- in favour of the Director, Post Graduate Institute of Medical Education & Research, Chandigarh for deposit of the same in the account of Poor Patient Welfare Fund(PPWF).
- v. The OP is also directed to refrain from adopting of such unfair trade practice, in future. The OP is warned that in case, it is found in future to have indulged into unfair trade practice like selling of product beyond the expiry date or without issuing any bill etc. than in that eventuality, it shall be burdened with heavy punitive damages.

16. Before imparting with this order, we deem it proper to direct the Assistant Registrar of the Commission to send the copy of this order to the following:-

- i. The Commissioner, Food and Drugs Administration, Haryana, SCO No.94, Sector-5, Panchkula with the directions to take adequate and necessary steps against the defaulting seller, who indulge into such unfair trade practice like selling of eatable items beyond their expiry items.
- ii. The District Public Relation Officer, Panchkula for making wide publicity of the directions contained in this order by getting the same published in several leading newspapers circulating in the locality so as to make awareness among the consumers and to create a sense of deterrence among the sellers/service providers.
- iii. Sh. N.C.Rana, Consumers Association, Panchkula, Booth No.68-69, Sector-10, Panchkula for making awareness among the consumers qua the directions issued in the present order.

17. The OP shall comply with the directions/order within a period of 45 days from the date of communication of copy of this order to OP failing which the complainant

shall be at liberty to approach this Commission for initiation of proceedings under Section 71/72 of CP Act, against the OP. A copy of this order shall be forwarded, free of cost, to the parties to the complaint and file be consigned to record room after due compliance.

Announced on: 19.06.2024

Dr.Sushma Garg

Member

Satpal

President

Note: Each and every page of this order has been duly signed by me.

Satpal

President