

Date of Filing:21.12.2023
Date of Order:19.06.2024

**BEFORE THE BANGALORE I ADDITIONAL DISTRICT
CONSUMER DISPUTES REDRESSAL COMMISSION
SHANTHINAGAR BANGALORE - 27.**

CONSUMER COMPLAINT NO. 376/2023

DATED ON THIS THE 19TH JUNE 2024

PRESENT

**Sri.B. Narayanappa, M.A., LL.B. - PRESIDENT
Smt.Jyothi N, B.A, LL.B. L.L.M. MEMBER
Smt.Sharavathi S.M, B.A, LL.B., MEMBER**

COMPLAINANT :

Akshay Gangadharan,
Aged about 29 years,
Flat No. 202, Havelock Ferndale,
10th Cross, Kanaka Nagar,
RT Nagar Post,
Bengaluru 560 032

Parte In Person

Vs

OPPOSITE PARTY:

**Flipkart Internet Pvt. Ltd Block B
(Begonia),
8th Floor Embassy Tech Village,
Outer Ring Road,
Deverabeesanahalli Village,
Varthur Hobli,
Bengaluru East Taluk,
Bengaluru District - 560 103**

Adv: B. Pramod

Nature of complaint	Deficiency in service
Date of filing of complaint	21.12.2023
Date of Issue notice	01.01.2024
Date of Order	19.06.2024
Duration of Proceeding	05 Months 30 Days

*Jyothi N
19/6/24*

ORDERS PASSED BY SMT. JYOTHI. N. MEMBER

1. This is the complainant filed by the complainant against the OP (herein referred to as OP) under Section 35 of the Consumer Protection Act, 2019 for the deficiency of service and prays to direct the OP to refund the amount incurred for the product i.e., INR 3907 along with a compensation of sum of Rs.30,000/- INR for incurring loss of time and causing mental frustration to the customer due to failure to deliver the product/refund the amount on time. Flipkart caused mental frustration to the customer by providing false promises on timelines and also extending timelines.

2. BRIEF FACTS OF THE CASE:

The item "Toshiba Canvio Partner 1 TB External Hard disk drive (HDD)" was ordered from Flipkart on 11.10.2023 and was expected to be shipped on 12.10.2023 and later expected to be delivered on 14.10.2023. The order ID of the product is OD329389155162833100. The seller name as shown on Flipkart App is : MPDSLE Retail.

3. The item payment was done via Citi Bank Credit Card using the EMI option. The cost of the product ordered via Citi Bank Credit Cards is INR 3907. The order details and statement from Citi Bank is attached. The product was never shipped and as a result never delivered to the end customer i.e., Akshay Gangadharan in the mentioned

Jyothi
19/6/24

address. On 21.10.2023 at 6.10 pm IST, Flipkart Customer Care confirmed via email that the order has been cancelled by the seller as there was a prolonged delay in the delivery of the order.

4. Despite of having approached the Flipkart Customer Care services via chats and customer service calls after the confirmation of the product being cancelled, there has been no action to refund the amount of INR 3907 by Flipkart. Flipkart asked me to cancel the product myself later on but this was not possible from my end as it was showing an error message on the portal and when informed to the customer care executives, they also confirmed the same that they were unable to cancel the product from their end and the issue would be escalated to the higher management. The complaint was raised in the National Consumer Helpline Portal thrice but these were closed by the OP – Flipkart.

The Docket IDs for the cases are:

1. 5102808, dated 30.10.2023 (Status : disposed)
2. 5106342, dated 31.10.2023 (Status : disposed)
3. 5110272, dated 01.11.2023 (Status: In process, Closed by Flipkart)

Jyoti N
19/6/24

5. After registration of this complaint, notice was ordered to be issued to OP. In response to the notice OP appeared through their counsel and not filed version.
6. The complainant has filed his affidavit by way of examination in chief, the same was taken as PW-1 and got marked as Ex. P-1 to P-9. Heard the arguments of complainant.
7. The point that would arise for our consideration are as under:-
1. **Whether the complainant proves that the alleged deficiency in service on the part of the opposite parties?**
 2. **Whether the complainant is entitled to the reliefs as sought for?**
 3. **What order?**
8. Our finding on the aforesaid points are as follows:
- Point No. 1: In the Affirmative.**
- Point No. 2: Partly in Affirmative.**
- Point No. 3: As per final order for the following**

Jyoti N
19/6/24

::REASONS::

9. Point No. 1 and 2:- Both the points inter related hence, both the points are taken for common discussion.

10. On perusal of pleadings the facts are the complainant placed order with OP for delivery of Toshiba Canvio Partner I TB External Hard Disk Drive (HDD) on payment of Rs.3,907/- on 11.10.2023 but the OP not delivered the product nor refund the amount paid till date.

11. Now, the crux of the matter is whether the complainant is entitle for the relief, the order from Flipkart on 11.10.2023 was expected to be shift on 12.10.2023 and later expected the delivery on 14.10.2023. The item payment was done by Citi Bank Credit card using EMI option. The product was never shift as it was result never delivered to the complainant to the mentioned address. The OP on 21.10.2023 confirmed email that the order has been cancelled by the seller as there was prolonged delay in the delivery of the order, as per the Ex.P2.

Jyoti.A
19/6/24

12. The OP have not produced any cogent evidence to confirmation of the product being cancelled. Despite complainant having approached the Flipkart consumer care services Via., chats and consumer service calls there has been no action to refund the amount of INR 3907 by Flipkart. But it was not cancelled showing that an error message on the portal and complainant informed the customer care executive. OP also was unable to cancel the product from their end and the issue would be escalated to the higher management. The complaint was raised in the National Consumer Helpline Portal thrice but it was closed by OP. As such, the balance of convenience lies in favour of complainant that it is valid and tenable case and complainant has proved that OP is failed to deliver the product or refund the amount on time. The complainant has proved the deficiency of service on part of OP. The OP is liable to refund the amount incurred for the product and further towards the compensation of Rs.2,000/- and also the litigation expenses included. **Hence, we answer the Point No.1 and 2 in the affirmative.**

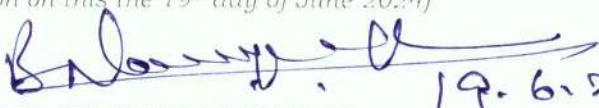
13. **Point No.3** : For the aforesaid reasons, we proceed to pass the following;

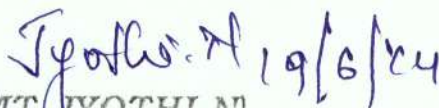
Jyoti S. A
19/6/24

Order

1. The complaint is allowed in part with cost.
2. The OP is directed to refund the amount of Rs.3,907/- incurred for the product along with the interest of at the rate of 9% till the date of realization.
3. OP is also directed to pay the sum of Rs.2,000/- towards compensation and including towards litigation expenses also within two months from the date of this order, failing which the said amount carries interest at 9% p.a. till payment.
4. Send a copy of this order to both parties free of cost.

(Dictated to the Stenographer transcribed, typed by his, corrected by us and then pronounced in Open Commission on this the 19th day of June 2024)


(SRI.B NARAYANAPPA)
PRESIDENT


(SMT.JYOTHI.N)
MEMBER


(SMT.SHARAVATHI.S.M)
MEMBER

