

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

Complaint No. 55 of 2022

Date of institution: 03.02.2022

Date of decision: -14.06.2024

Supriti D/o Badshah C/o Resident of H. No. 1255, Sector 4
Kurukshetra, Haryana.

...Complainant.

Versus

1. Skechers Retail India Pvt. Ltd. at -803, & 804, 8th Floor, Fulcrum "B" CTS No.48- Sahar Road, next to Hayat Regency, Andheri East, Mumbai-400099 Maharashtra. Through its authorized person/Manager.
2. Cloutail India Pvt. Ltd. Building No.5, BGR Warehousing Complex, Near Shiv Sagar Hotel, Village Vahuli, Bhiwandi, Thane BHIWANDI, Maharashtra 421302.

...Opposite party.

**CORAM: DR. NEELIMA SHANGLA, PRESIDENT.
NEELAM, MEMBER.
RAMESH KUMAR, MEMBER.**

**Present: Shri Ankush Kapoor, Advocate for the complainant.
Shri Shekhar Kapoor, Advocate for the OP No.1.
OP No.2 ex parte.**

Order:

This is a complaint under Section 35 of the Consumer Protection Act.

2. Briefly stated that, being allured from advertisement on the web site of OP, she purchased SHOE Model No.-Skechers Skech Air Shoes from the OP No.1 vide Invoice No. BOM-7-9623110 dated 17.09.2021 for her father for Rs.5599/- vide Ex. C-1. In that advertisement, OPs showed the said shoes are of very good quality and very comfortable and having one year warranty and assured

that in case of any defect or shortcoming, the shoes will be replaced free of cost or refunded. The complainant further averred that in the beginning, the shoes was completely shinning, but after one month i.e. October 2021, the shoes started Cracks in the lower shine portion of shoes occurred and the colour get peel off. Thereafter, the complainant complained the OP No.2 about the poor quality of shoes and requested to replace the same. On request, the Op No.2 told that in case of any quality issue of any defect, the said shoe will be replaced, but Op No.2 lingered on the matter from one pretext to the other. The complainant visited several times to the shop of the OP No.2 and also contacted through telephonically to the OP No.1, but all in vain. Hence, this complaint. .

3. Upon Notice, Shri Shekhar Kapoor, Advocate appeared on behalf of the Op No.1 and filed its written statement while taking the preliminary objections with respect to the cause of action, maintainability, controverted all the material assertion of the complainant and contended specifically by pleading inter-alia that the complainant never approached to the OP No.1 is a separate legal entity and the OPs runs their business in India on principal to principal basis. It is further contended by the OP No.1 no grievance has been cause to the complainant and the present complaint is only a baseless story and the same deserves dismissal qua OP No.1.

4. Upon notice, Ops No.2 failed to appear before this Commission and therefore, he had proceeded ex parte vide order dated 30.05.2023.

5. Learned counsel for the complainant tendered affidavit Ex. CW1/A and documents Ex. C-1 to Ex. C-3 and closed the evidence on 23.04.2024 vide making separate statement. On the other hand, Learned counsel for the OP has tendered into evidence affidavit Ex. RW1/A closed the evidence on 23.04.2024 by suffering separate statement.

6. We have heard the learned counsel for both the parties at length and have gone through the record available on the file carefully.

7. Shri Ankush Kapoor, counsel for the complainant argued that she purchased SHOE Model No.-Skechers Skech Air Shoes from the OP No.1 vide Invoice No. BOM-7-9623110 dated 17.09.2021 for her father for Rs.5599/- vide Ex. C-1. The complainant further averred that in the beginning, the shoes was completely shining, but after one month i.e. October 2021, the shoes started Cracks in the lower shine portion of shoes occurred and the colour get peel off. Thereafter, the complainant complained the OP No.2 about the poor quality of shoes and requested to replace the same. On request, the Op No.2 told that in

case of any quality issue of any defect, the said shoe will be replaced, but Op No.2 lingered on the matter from one pretext to the other. The complainant visited several times to the shop of the OP No.2 and also contacted through telephonically to the OP No.1, but all in vain.

8. Shri Shekhar Kapoor , counsel for the OP No.1 argued that complainant has got no cause of action against the OPs. It is further argued that complainant never approached the OPs regarding any defect/complaint in the product and rather came to the Court directly. He has further argued that complainant has failed to prove any negligence on the part of the Ops.

9. Ex. C-1 is the bill of the shoes to the tune of Rs.5,599/-. Ex.C-2 and Ex. C-3 is the photos of the shoes. The OP No.1 has tendered evidence which is Ex. RW1/A.

10. For a company issue of Rs.5,599/- unfair trade practices of Ops are attach and after purchase of the shoes within short span, the shoes has been got discolored and it has started deteriorating i.e. Cracks in the lower shine portion of shoes occurred and the colour get peel off. . Hence, unfair practice to the OP is proved to the hilt.

11. Thus, as a sequel to above discussion, OP No.1 is directed to refund the amount of Rs.5599/- along with 9% penal

interest from the date of purchase of the shoes to the complainant.

The complaint is accepted with costs which is assessed Rs.5,500/-.

12. In default of compliance of this order, proceedings shall be initiated under Section 72 of Consumer Protection Act, 2019, as non-compliance of court order shall be punishable with imprisonment for a term which **shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than twenty five thousand rupees, but which may extend to one lakh rupees, or with both.** A copy of this order be sent to the parties free of cost. File be consigned to the record room after due compliance.

Announced in open Commission:

Dated:14.06.2024

(Dr. Neelima Shangla)
President,
DCDRC, Kurukshetra.

(Neelam)
Member

(Ramesh Kumar)
Member

Urmil Rani
Stenographer

