

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T Sabu., President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

27th day of January 2026
CC 201/18 filed on 21/04/2018

Complainant : Krishnankutty V., Inspector of Police, Indoor, Kerala Police Academy, Ramavarmapuram, Thrissur, Pin – 680 631.
(In Person)

Opposite Party : Sri. Bose Varghese, SKCL Big (the Spear-
“Kuntham”), Above Minerva Book Stall, North Bus Stand Road, Thrissur, Pin – 680 022.
(By Advs. Rajith Davis & P.V Muneera, Thrissur)

FINAL ORDER

By Sri.Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12 (1) of the Consumer Protection Act, 1986. The complainant who serves as an Inspector of Police at Police Academy, Thrissur, on 03/04/2018 went to a shop named SKCL Big (the Spear – “Kuntham”), run by the opposite party, for taking photocopies. The opposite party allegedly displayed a fixed advertisement at the shop that they were providing the service of photocopying at the rate of 29 and 35 paisa per copy. The complainant took 1203 photocopies from the opposite party shop, but was allegedly charged at the rate of 75 paisa per copy. The complainant having got in to an altercation with the opposite party, a reduced rate was provided and Rs. 840/- (Rupees eight hundred and forty only) was charged. A bill was issued by the opposite party only at the instance of the complainant. The complainant alleges that he was charged Rs. 492/- (Rupees four hundred and ninety two

only) in excess of the rate specified in the advertisement. Having been enticed by the advertisement made by the opposite party shop only, the complainant claims to have opted their service for the purpose. The complainant alleges fault and deception on the part of the opposite party. Hence the complaint. The complainant prays for an order directing the opposite party to refund to him the excess charge collected, and to stop the opposite party from continuing such unfair trade practice, apart from other reliefs.

2) NOTICE :

The Commission having issued notice, the opposite party filed their written version and contested the complaint.

3) Version of the Opposite Party :

The opposite party avers that the offer of providing the photocopies at the rates of 29 and 35 paisa, is for taking more than 2000 copies of the same document, that too, in double side pages. The opposite party affirms that the complainant had taken copies of 3 different documents and hence the offer is not applicable to them. The opposite party further avers that the cost of A4 sheet (70 to 80 GSM) would be around 45 paisa and they are collecting only Rs. 25 paisa towards charges for ink, labour and electricity. The opposite party also avers to have voluntarily issued the bill, concerned, to the complainant. Hence the opposite party denies any fault on their part.

4) Evidence

The complainant had produced documental evidence that had been marked Ext. P1 and P2, apart from affidavit. The opposite party produced documental evidence that had been marked Ext. R1, apart from affidavit and notes of argument.

5) Deliberation of Facts and Evidence of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. P1 is photocopy of Bill No. nil dated 03/04/2018 issued by the opposite party in favour of the complainant, collecting a sum of Rs. 996/- (Rupees nine hundred and ninety six only) from him. Ext. P2 is copy of an advertisement bearing the name of the opposite party shop.

Ext. R1 is the outer cover (wrapper/tare package) in respect of “TNPL PLATINUM PLAIN COPIER PAPER A4 80GSM” that bears inscriptions/declarations such as “packed on 21/07/2022, sheet size A4” etc, amongst others.

6) Points to be deliberated:

- (i) Whether there is any deficiency in service or adoption of unfair trade practice on the part of the opposite party? Also whether the complainant is entitled to receive refund of the claimed sum? If yes;
- (ii) Whether the complainant is entitled to receive any compensation from the opposite party? If so its quantum?
- (iii) Costs?
- (iv) Any other relief, relevant?

7) Point No.(i)

The evidence adduced by either party was not disputed by the other. Nor does the opposite party have any stance that they have not put up the impugned Ext. P2 advertisement in their shop. The opposite party does not also dispute their having collected Rs. 840/- (Rupees eight hundred and forty only) from the complainant for photocopying 1203 sheets. Ext. P1 bill also reveals the fact that 3 sets of photocopies each comprising 401 sheets, were taken by the opposite party shop for the complainant. But the opposite party contends that

their offer of photocopying at the rates of 29 and 35 paisa was subject to the conditions that the copies taken are of the same document and that the number shall exceed 2000 and also that the photocopying shall be on both sides. Section 6 (b) of the Consumer Protection Act, 1986 vests the Consumer with an undeniable right to be informed of the quality, quantity, potency, purity standard and price of the goods or services, as the case may be, so as to protect the consumer against unfair trade practices. Ext. P2 advertisement does not bear any mention at all of any prerequisite conditions making a consumer eligible for the offer made therein. The absence of a vivid mention of such prerequisite conditions, certainly makes Ext. P2 advertisement misleading in so far as the usefulness of the offered service is concerned and the said act of the opposite party of having put up the said misleading advertisement is an unfair trade practice on their part, as envisaged under Section 2 (1) (r) (1) (vi) of the Consumer Protection Act, 1986, which at the same time constitutes deficiency in service on their part, as well.

The opposite party has no denial of the advertisement made by them. Interestingly enough, the Ext. R1 wrapper/tare package in respect of A4 size photocopying paper which was adduced by the opposite party as their piece of evidence, pertains to a packaged commodity comprising A4 size photocopying paper which was packed on 02/07/2022, whereas the cause of action pertinent to the case at hand occurred as early as 03/04/2018, which makes the opposite parties' evidence impertinent. As already elaborated, there is adoption of unfair trade practice as well as deficiency in service on the part of the opposite party. As per the impugned advertisement, the complainant should have been charged Rs. 348.87/- (Rupees three hundred and forty eight and eighty seven paise only) for 1203 photocopies, at the rate of 29 paise per copy, but was charged Rs. 840/- (Rupees eight hundred and forty only). Obviously, the complainant was charged Rs. 491.13/- rounded off to Rs. 491/- (Rupees four hundred and ninety one only) in excess of the offered rate. The complainant is certainly entitled to

receive refund of the sum of Rs. 491/- (Rupees four hundred and ninety one only) that the opposite party collected from him in excess of the offer made by them as per Ext. P2 advertisement.

Point No. (i) is thus proved in favour of the complainant.

8) Point No.(ii), (iii) & (iv)

Consumers at large, generally fall pray to the tall and hollow promises made by erring vendors and service providers. We wish to further illustrate the issue. Suppose that a passenger while passing by the opposite party's shop in a public conveyance, catches a glance of the Ext. P2 advertisement. He cannot reasonably be expected to alight from the carriage to seek clarification of the advertisement, nor is such conduct required. In the present case, the opposite party's wrong-doing of having put up a misleading advertisement in their shop, might certainly have, as claimed, enticed and lured the complainant in having opted for availing the service of the opposite party. But the opposite party's denial of the said offer raising certain prerequisite conditions for its eligibility, which was not vividly mentioned in the impugned advertisement, might certainly have inflicted agony and hardship on the complainant. Consumers are generally reluctant to enter in to a dispute with erring vendors or service providers, when the amount involved is nominal. While being subjected to a deceptive practice as the one cited, the person who undergoes such defrauding and swindling practice would certainly experience a whirlwind of emotions, irrespective of the size of the sum he or she was defrauded with. Such an unfair act from the part of an errant service provider is tantamount to jeopardizing the very dignity of the consumer and his right to live a life free from exploitation or deception or any kind of unfair trade practice. The opposite party shall necessarily have to compensate the complainant. We are of the considered view that the complainant is entitled to receive from the opposite party a sum of Rs. 10,000/- (Rupees ten thousand only) towards

compensation for the agony and hardship inflicted on him and a sum of Rs. 2,500/- (Rupees two thousand and five hundred only) towards cost of litigation.

An order directing the opposite party to discontinue such unfair trade practices also seems essential to meet the ends of justice. Being a sentinel on the qui-vive as regards consumer rights, we cannot assume an ostrich's stance, while we come across such unfair trade practices adopted by errant traders. The Ext. P2 advertisement offering a comparatively low rate for photocopying without specifically mentioning therein any prerequisites for its eligibility, points to the astounding fact that a large number of consumers who are not conveniently identifiable, are victims of the said misleading advertisement. We want to dispel the impression or belief of the wrong doers that they are liable to compensate only those consumers who sue them. For their knowledge, law meant for the better protection of the consumers at large from such acts of exploitation, provides the Commission with sufficient legal teeth to direct such wrong-doers to pay such the sum as may be determined by it, for the loss and injury suffered by a large number of consumers who are not identifiable conveniently. Therefore, we are of the considered view that we cannot abandon our duty of directing the opposite party, under Section 14 (1) (hb) of the Consumer Protection Act, 1986 to pay a sum of Rs. 10,000/- (Rupees ten thousand only) to the Legal Benefit Fund (LBF) maintained at the Registry of this Commission, towards reparation for the loss and injury inflicted on such a large number of consumers who are not identifiable conveniently, and we do so.

In the result, the complaint is allowed and **the opposite party is directed** to pay the complainant:

- a) a sum of Rs. 491/- (Rupees four hundred and ninety one only) towards refund of the sum collected by the opposite party in excess of their offer as per Ext. P2 advertisement,

- b) a sum of Rs. 10,000/- (Rupees ten thousand only) towards compensation for the agony and hardship inflicted on him, and
- c) a sum of Rs. 2,500/- (Rupees two thousand and five hundred only) towards costs,

all with 9% interest per annum from the date of filing of the complaint till the date of realisation. The opposite party shall comply with the above direction within 30 days of receipt of a copy of this order.

The opposite party is also directed to pay Rs. 10,000/- (Rupees ten thousand only) to the Legal Benefit Fund (LBF) maintained at the Registry of this Commission, towards reparation of the loss and injury inflicted on a large number of consumers who are not identifiable conveniently. The opposite party shall pay the said sum of Rs. 10,000/- (Rupees ten thousand only) to LBF within 30 days of receipt of a copy of this order, failing which, the said sum shall also carry 9% interest per annum from the date of this order till the date of realisation. The opposite party shall inform this Commission about the payment made to LBF with relevant receipt, so as to avoid the execution of the same by the Assistant Registrar of this Commission.

The opposite party is further directed to discontinue forthwith the unfair trade practice of issuing or displaying the misleading advertisement marked as Ext. P2 and any other advertisement of a similar nature containing identical or substantially similar misleading representations, in any manner whatsoever.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27th day of January 2026.

Sd/-
Sreeja S
Member

Sd/-
Ram Mohan R
Member

Sd/-
C.T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. P1 is photocopy of Bill No. nil dated 03/04/2018 issued by the opposite party in favour of the complainant, collecting a sum of Rs. 996/- (Rupees nine hundred and ninety six only) from him.

Ext. P2 is copy of an advertisement bearing the name of the opposite party shop.

Opposite Party's Exhibits :

Ext. R1 is the outer cover (wrapper/tare package) in respect of "TNPL PLATINUM PLAIN COPIER PAPER A4 80GSM" that bears inscriptions/declarations such as "packed on 21/07/2022, sheet size A4" etc, amongst others.

Id/-
Ram Mohan R
Member

//True Copy//

Assistant Registrar

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