

**IN THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, KOLLAM
PRESENT**

SMT. S.K.SREELA, B.A.L, LL.B, PRESIDENT

SRI. STANLY HAROLD, BA, LL.B, MEMBER

C.C. No. 656/ 2024

ORDER DATED 26TH DAY OF FEBRUARY 2026

BETWEEN

✓ Jithin M Basheer : Complainant
S/o K.Muhammed Basheer
Baiju Manzil, Anappara
Elampazhannoor,
Chadayamangalam P.O, Kollam
Pincode:691534.

AND

1. Flipkart Internet Private Limited : Opposite parties
Online shopping website
Buildings Alyssa, Begonia&clover
Embassy Tech Village,
Outer Ring Road
Devarabeesanahalli village,
Bengaluru-560103.
[By Adv.Vivek.P.K, Adv.Sandeep Sukumaran&
Adv.Nikunj Verma]
2. Lakshmi Enterprises
Flipkart Vendor No.50
Thiguldrupaiya road,Adrahalli, Near Peenya
2nd State, Adrahalli Cercal,Bangalore-560058.

ORDER

S.K SREELA, PRESIDENT

1) Complaint in brief is as follows: The complainant purchased Bean bag grains through Flipkart on 07.09.2024, sold by Lakshmi Enterprises, which was advertised as weighing 2 kg. However, when the product was delivered on

14.09.2024, it weighed only 1.540 kg. The complainant immediately raised a complaint and was assured of a replacement. A replacement delivered on 23.09.2024 weighed only 1.470 kg, and upon raising another complaint on 27.09.2024, a second replacement was delivered on 04.10.2024 weighing only 1.680 kg. Thus, despite repeated complaints and replacements, the complainant never received the product with the promised weight of 2 kg, and each replacement took more than a week, causing inconvenience. That such discrepancy clearly amounts to a "defect" as defined under Consumer Protection Act, 2019, as there is a shortcoming in the quantity of the product. The repeated supply of a product with lesser weight than advertised also amounts to a misleading advertisement under the Act and constitutes an unfair trade practice. Further, under the Consumer Protection (E-Commerce) Rules, 2020, e-commerce entities are required to ensure that advertisements accurately represent the actual characteristics of goods.

2) That the complainant had purchased the Bean bag grains to obtain proper ergonomic support following injuries suffered in a previous accident. However, due to the repeated supply of products with lesser quantity than promised, the complainant suffered inconvenience, physical discomfort and mental distress, and is therefore entitled to appropriate compensation. Hence this complaint.

3) Version of the 1st Opposite Party: The contents in the complaint, to the extent that they state that the complainant ordered bean bag grains through the platform of Flipkart, are matters of record. However, the opposite party submits that it is merely an online intermediary that facilitates transactions between independent sellers and buyers through its platform. The allegation regarding discrepancy in the weight of the Bean bag grains is specifically denied. While the product listing may have mentioned a weight of 2 kg, any deviation in the actual weight of the Bean bag is solely attributable to the seller. The opposite party does not independently verify or control the physical specifications of every product listed on its platform. Therefore, any deficiency relating to the quantity or quality of the product, if any, is the responsibility of the seller alone.

4) That upon receiving the complainant's grievance, the opposite party promptly facilitated replacement requests in accordance with the platform policies. Any delay in delivery or replacement was due to logistical issues handled by third-party courier service providers, over whom the opposite party has no direct control. The opposite party has consistently extended assistance to the complainant in resolving the issue. The transactions carried out on the Flipkart platform are governed by the Terms of Use, which clearly stipulate that all contractual obligations relating to product quality, quantity, delivery, and warranties are exclusively between the buyer and the seller. The opposite party neither influences nor controls the specifications of products, delivery schedules, or the performance of third-party sellers.

5) With regard to Section 7(3) of the Consumer Protection (E-Commerce) Rules, 2020, the opposite party submits that it complies with the said provision by implementing listing guidelines that sellers are required to adhere to while displaying their products on the platform. Any deviation in the product description or specifications is the sole liability of the seller and not the opposite party. The opposite party further denies engaging in any unfair trade practice as defined under the Consumer Protection Act, 2019. As an intermediary platform, the opposite party neither manufactures nor modifies the products sold by third-party sellers, nor does it guarantee the quality or quantity of such products. The alleged shortfall in the weight of the product is therefore beyond the scope of liability of the opposite party. The contract of sale exists only between the complainant and the seller, namely Lakshmi Enterprises, the 2nd opposite party, and not with the 1st opposite party. Hence, there is no privity of contract between the complainant and the 1st opposite party and no cause of action arises against it.

6) It is further submitted that the support team of the opposite party actively engaged with the complainant and facilitated the replacement process. The repeated failure, if any, on the part of the seller to deliver a product of the exact weight cannot create liability on the 1st opposite party. The allegations of mental

agony, harassment or financial loss attributed to the opposite party are baseless and unsupported by evidence. The discrepancies alleged by the complainant are solely attributable to the seller. The complaint does not disclose any valid cause of action against the opposite party nor does it establish any violation of law on its part. Therefore, this Commission lacks jurisdiction to entertain the complaint against the opposite party. It is also submitted that the internal review conducted by the opposite party revealed that the seller, Lakshmi Enterprises, has expressed willingness to offer a refund for the product as per the applicable pricing framework of the platform. This demonstrates the bona fide efforts of the opposite party to resolve the issue within the limits of its intermediary role. In the above circumstances, the complainant has failed to establish any liability against the opposite party under the provisions of the Consumer Protection Act, 2019. The reliefs claimed in the complaint are therefore not maintainable against the opposite party. The responsibility relating to the quality, quantity, and after-sale service of the product rests solely with the seller under the relevant warranty terms. Accordingly, the opposite party submits that it is neither liable to refund the cost of the product nor to provide replacement or pay any compensation to the complainant.

7) The notice issued to the 2nd opposite party returned with endorsement '*insufficient address*'. The complainant filed a declaration memo stating that the address of the 2nd opposite party mentioned in the complaint is the same as that shown in the document issued to the complainant by the 2nd opposite party, and therefore service of notice on the said address be treated as sufficient. Accordingly, service of notice to the 2nd opposite party was deemed sufficient u/s 65(4) of the Consumer Protection Act. The 2nd opposite party remained absent without filing version and without any representation and hence the complainant proceeded against the 2nd opposite party *exparte* without the version of 2nd opposite party. The complainant filed an affidavit in proof of the case and Exts. P1 to P5 were marked on the side of the complainant. As the opposite parties did not appear to contest the matter, the evidence adduced by

the complainant remained unchallenged. The 1st opposite party did not adduce any evidence in support of its version. As the opposite parties were absent, the complainant was heard and the arguments of the opposite parties were taken as heard.

8) **Issues for Consideration:**

1. Whether the complainant has succeeded in proving that there was deficiency in service or unfair trade practice on the part of the opposite party?
2. Whether the complainant is entitled to get the reliefs claimed in the complaint?
3. What order as to costs and other reliefs?

9) **Issue Nos. 1 to 3:** This complaint has been filed alleging deficiency in service and unfair trade practice in connection with the sale of Bean bag grains purchased through the online platform of Flipkart.

10) The complainant contends that supplying a product with a lesser quantity than advertised amounts to a defect and also constitutes misleading advertisement and unfair trade practice. The complainant further submits that he had purchased the Bean bag grains for comfortable sitting posture due to injuries sustained in an accident and that the repeated supply of products with lesser weight caused him inconvenience, physical discomfort and mental distress.

11) The 1st opposite party filed its version contending that it is only an intermediary platform facilitating transactions between buyers and sellers and that the product was sold by the 2nd opposite party, Lakshmi Enterprises. According to the 1st opposite party, it does not manufacture or verify the specifications of products listed on its platform and therefore cannot be held responsible for discrepancies in weight. It was also submitted that upon receiving complaints, the 1st opposite party facilitated replacements and assisted the complainant within the limits of its intermediary role. The liability, if any, according to the 1st opposite party, lies solely with the seller.

12) The complainant filed an affidavit in proof of the case and Exts.P1 to P5 were marked. Ext.P1 is the copy of the tax invoice dated 07.09.2024 evidencing the purchase of Bean bag filler. Exts.P2 to P4 are photographs showing the weight of the products received by the complainant. Ext.P5 is the discharge summary relating to the injuries sustained by the complainant.

13) The opposite parties did not cross-examine the complainant or adduce any evidence to rebut the case of the complainant. The 1st opposite party, though having filed a version, did not produce any evidence to substantiate its contentions.

14) The unchallenged affidavit of the complainant clearly establishes the case put forward by him. The documentary evidence produced by the complainant corroborates the allegations in the complaint. Ext.P1 proves the purchase of the product advertised as 2 kg. Exts.P2 to P4 clearly show that the products delivered to the complainant weighed only 1.540 kg, 1.470 kg and 1.680 kg respectively. These documents support the complainant's contention that the product supplied did not conform to the quantity promised in the product description.

15) Under Section 2(10) of the Consumer Protection Act, 2019, "defect" includes any shortcoming in the quantity or quality of goods. When a product advertised as 2 kg is delivered with a substantially lesser quantity, it clearly amounts to a defect within the meaning of the Act. Further, such representation regarding the quantity of a product also falls within the ambit of misleading advertisement as defined under Section 2(28) of the said Act. It also amounts to an unfair trade practice under Section 2(47) of the Act, which includes falsely representing that goods are of a particular standard, quality or quantity.

16) The repeated supply of products with lesser weight, even after replacement, shows that the complainant was not provided with the product as advertised. The complainant had to repeatedly raise complaints and wait for replacements, which caused inconvenience and hardship. Ext.P5 discharge summary shows that the complainant had sustained injuries in an accident. The

complainant has stated that the Bean bag grains were purchased to obtain proper support for comfortable sitting posture during his recovery period. When the product supplied did not meet the promised specifications, the complainant was deprived of the benefit he expected from the purchase.

17) The contention of the 1st opposite party that it is merely an intermediary cannot completely absolve it of responsibility, especially when the transaction was facilitated through its platform and the grievance was repeatedly brought to its notice. However, the primary responsibility regarding the quantity and specifications of the product lies with the seller, namely the 2nd opposite party. In the present case, the 2nd opposite party remained absent and did not contest the complaint. The evidence produced by the complainant remains unchallenged and there is nothing on record to disbelieve the same. Therefore, this Commission finds that the complainant has successfully established deficiency in service and unfair trade practice on the part of the opposite parties.

18) Considering the facts and circumstances of the case, this Commission is of the opinion that the complainant is entitled to appropriate relief.

19) In the result, the complaint is allowed with the following directions:

1. The 2nd opposite party shall refund the cost of the product ₹764/- to the complainant as evidenced by Ext.P1.
2. The 2nd opposite party shall pay a sum of ₹10,000/- to the complainant as compensation for the inconvenience, mental agony and hardship caused to him.
3. The opposite parties 1 and 2 shall jointly and severally pay ₹10,000/- towards costs of the proceedings.
4. The above amounts shall be paid within 45 days from the date of receipt of a copy of this order, failing which the amount shall carry interest at the rate of 9% per annum from the date of default till realization.

Dictated to the Confidential Assistant Smt. Deepa.S transcribed and typed by her corrected by me and pronounced in the Open Commission on this the 26th day of February 2026.

**S.K.SREELA :Sd/-
(President)**

**STANLY HAROLD : Sd/-
(Member)**

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Witnesses Examined for the Complainant: -Nil

Documents marked for the complainant:-

Ext.P1 : Copy of tax invoice dated 07.09.2024.
Ext.P2 : Copy of photograph of weight of product.
Ext.P3 : Copy of photograph of weight of product.
Ext.P4 : Copy of photograph of weight of product .
Ext.P5 : Copy of discharge summary.

Witnesses Examined for the opposite parties: Nil

Documents marked for the opposite party: -Nil

Free Certified Copy

Serial No. Of the Application :
Date of receipt of Application:
Name of the Applicant.....
Date of disposal..... 25/2/26
Date of preparation of Copy..... 27/2/26
Date of despatch of free copy.....
By Hand.....
By Post..... 05.03.26

**Sd/-
President
Forwarded/by Order**

[Signature]
27.2.26
**Assistant Registrar
ASSISTANT REGISTRAR
DCDRG, KOLLAM**