

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VI
(NEW DELHI), 'M' BLOCK, 1ST FLOOR, VIKAS BHAWAN,
I.P. ESTATE, NEW DELHI-110002**

Case No. CC/428/2023

No. DCDRC/ND/2139-2140

IN THE MATTER OF:

Ms. Raminder Kaur

D/o Mr. Davender Singh

Chamber No. 381

Patiala Courts Complex,

New Delhi-110001

Also at

G-3, 8/149, Sector 3

Rajendra Nagar, Sahibabad

Ghaziabad, Uttar Pradesh-201005

Date :- 17/10/2025

DP
353038

...Complainant

VERSUS

Good Flipping Burgers

Unit No.6, Ground Floor

CSC, Sector-D, Pocket-6

Vasant Kunj, New Delhi-110070.

...Opposite Party

Quorum:

Ms. Poonam Chaudhry, President

Sh. Bariq Ahmad, Member

Sh. Shekhar Chandra, Member

Date of Institution: 05.12.2022

Reserve for Order: 25.09.2025

Date of Order: 15.10.2025

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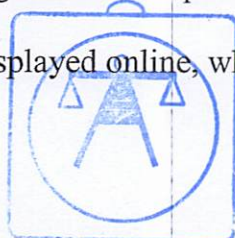


DRC-VI, New Delhi

ORDER**BARIQ AHMAD, MEMBER**

1. The present complaint has been filed under section 35 of Consumer Protection Act, 2019 (in short CP Act) against Opposite Party (in short OP) alleging deficiency of service.
2. It is stated that the Complainant is a law-abiding citizen of India, residing at the address stated above, and a practicing advocate working from Chamber No. 381, Patiala House Court Complex, New Delhi.
3. It is stated that the Opposite Party (OP) is a burger chain operating more than 20 outlets across Mumbai and Delhi, employing about 300 persons.
4. Brief facts of the case are that on 25.03.2023, 07.04.2023, and 05.07.2023, the Complainant placed online food orders from "Good Flipping Burger" (OP) through Swiggy.
5. It is alleged that upon perusal of the respective bills, the Complainant noticed that the OP had levied an additional charge of ₹25/- on each order under the head "Packing Charges."
6. It is further alleged that the Opposite Party has engaged in unfair trade practice by charging additional "packing charges" over and above the price of the food items displayed online, which are inclusive of all costs.

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6. It is submitted that under Section 2(47) of the Consumer Protection Act, 2019, “unfair trade practice” includes any unfair or deceptive method adopted for promoting sale or supply of goods/services. The Consumer Protection (E-Commerce) Rules, 2020 require e-commerce entities to provide transparent pricing and prohibit hidden or additional charges.
7. It is further submitted that The Department of Consumer Affairs Notification No. J-24/9/2014-CPU dated 21.04.2017 states:

“Pricing of food and beverages must include both goods and service components, and charging anything beyond the displayed price without express consent amounts to unfair trade practice.”

10. It is further submitted that under Section 36(5) of the Sale of Goods Act, 1930, all expenses incidental to putting goods into a deliverable state, including packing, are to be borne by the seller.
11. It is alleged that the OP’s conduct clearly amounts to deficiency in service and unfair trade practice, warranting refund and compensation.
12. It is averred that the cause of action arose on 25.03.2023, 07.04.2023, and 05.07.2023, when the Complainant was wrongly charged for packing. The complaint is within the limitation period of two years under the Act.

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13.The consideration amount is within the pecuniary jurisdiction of this Hon'ble Commission.

14.It is stated that the Complainant works for gain at Patiala House Court Complex, New Delhi, hence the matter falls within the territorial jurisdiction of this Hon'ble Commission under Section 34(2)(d) of the Act. No other complaint regarding the same cause of action has been filed before any other forum.

15.Being aggrieved, the Complainant filed a Consumer Complaint

16.praying as under:- Direct the Opposite Party to cease charging "packing fees" forthwith;

1. Refund ₹75/- (Rs. 25/- × 3) to the Complainant with interest @ 24% p.a. from the date of each transaction till realization;
2. Award punitive damages for deficiency in service and wrongful enrichment;
3. Impose exemplary costs to deter similar unfair trade practices;
4. Direct the OP to pay ₹15,000/- towards legal expenses; and
5. Pass such other or further orders as this Hon'ble Commission may deem fit and proper in the interests of justice.

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17. Notice of the complaint was duly issued to the Opposite Party; however, none appeared on its behalf. Accordingly, the Opposite Party was proceeded *ex parte* vide order dated 22.04.2024.
18. The Complainant filed *ex parte* evidence by way of affidavit, wherein she corroborated the contents of the complaint. In support of her case, the Complainant placed on record copies of the relevant bills (Annexure CC-1 Colly) and the notification issued by the Department of Consumer Affairs (Annexure CC-2).
19. We have perused the *ex-parte* evidence filed along with the documents relied upon by the complainant. In his *ex-parte* evidence, the complainant has reiterated the averments and contentions made in the complaint.
20. We have also carefully perused the pleadings, evidence, and documents placed on record by the Complainant. The Opposite Party, despite due notice, failed to appear and was proceeded *ex parte* vide order dated 22.04.2024. Hence, the evidence led by the Complainant remains uncontroverted and unrebutted.
21. The Complainant has proved through her affidavit and documentary evidence (Annexure 5. CC-1 Colly) that the Opposite Party charged ₹25/- as *packing charges* on each of three occasions—25.03.2023, 07.04.2023, and 05.07.2023—over and above the price of the food items ordered. The

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notification issued by the Department of Consumer Affairs dated 21.04.2017 (Annexure CC-2) clearly stipulates that the price of food and beverages must include both goods and service components and that charging anything beyond the displayed price without express consent amounts to unfair trade practice.

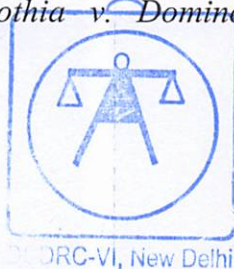
22. As per Section 2(47) of the *Consumer Protection Act, 2019*, any unfair or deceptive method adopted for promoting the sale, use or supply of goods or services constitutes an *unfair trade practice*. Further, under Section 36(5) of the *Sale of Goods Act, 1930*, all expenses incidental to putting goods into a deliverable state, including packing, shall be borne by the seller.

23. The act of the Opposite Party in levying separate "packing charges" is thus a clear departure from the above legal mandate. The price displayed online must be comprehensive and inclusive of all operating costs. Charging additional packing fees amounts to unfair trade practice and deficiency in service under the Consumer Protection Act, 2019.

24. Our view is fortified by several judgments of Consumer Commissions across the country: (a) *Vijay Gopal v. KFC Restaurant*, CC No. 412/2019 (Hyderabad District Commission) – Charging of packing fee held illegal; ₹50,000/- punitive damages awarded.

(b) *Pankaj Chandgothia v. Dominos Pvt. Ltd.*, CC No. 204/2018

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(Chandigarh District Commission) – Held that the seller cannot recover expenses of packing; refund and compensation granted.

(c) *Rishabh Wadera v. McDonald's Restaurant*, FA No. 132/2022

(Chandigarh State Commission) – Reaffirmed that all packing expenses must be borne by the vendor; refund and compensation upheld.

(d) *Pancy Singh v. Hardy's Burger* (2022, Mohali District Commission) –

Charging ₹10/- as packing fee declared illegal; compensation of ₹15,500/- awarded.

25. Applying the above precedents, this Commission finds that the Opposite Party has clearly indulged in unfair trade practice and deficiency in service by charging packing fees over and above the displayed price. The Complainant has successfully established her case through unrebutted evidence.

26. In view of the above findings, this Commission allows the complaint and orders as follows:

27. The Opposite Party shall refund ₹75/- (Rupees Seventy-Five only) to the Complainant, being the packing charges unlawfully collected, along with interest @ 9% per annum from the date of each transaction till realization. The Opposite Party shall pay ₹10,000/- (Rupees Ten Thousand Only) as compensation for mental agony and harassment caused to the Complainant.

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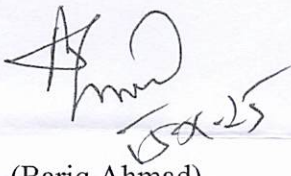
The Opposite Party shall pay ₹5,000/- (Rupees Five Thousand Only) as litigation costs. The Opposite Party is restrained from charging packing fees separately in future and is directed to ensure that prices displayed to consumers are inclusive of all charges.

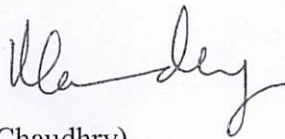
28. The complaint is accordingly allowed in the above terms.

29. This order be complied with by the OP within thirty days from the date of receipt of its certified copy, failing which, it/they shall make the payment of the amounts mentioned above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction above.

30. A copy of order be sent to all the parties free of cost. The order be also uploaded in the website of the Commission (www.confonet.nic.in).

File be consigned to the record room along with a copy of the order.


(Bariq Ahmad)
Member


(Poonam Chaudhry)
President


(Shekhar Chandra)
Member



Certified True Copy

EXAMINEE
Distt. Forum - V