

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

EAST DELHI

CONSUMER COMPLAINT NO. DC/78/CC/74/2024

MR. HARJAS SINGH SODHI

PRESENT ADDRESS - 38, JAGRITI ENCLAVE, VIKAS MARG EXTENSION, DELHI -
110092EAST,DELHI.

.....Complainant(s)

Versus

AMAZON RETAIL INDIA PVT. LTD.

PRESENT ADDRESS - BLOCK-E, 14TH FLOOR, UNIT NOS 1401 TO 1421, INTERNATIONAL
TRADE TOWER, NEHRU PLACE, NEW DELHI, DELHI-110019, INDIA EAST,DELHI.

RIDER OF AMAZON

PRESENT ADDRESS - 8TH FLOOR, BRIGADE GATEWAY 26/1, DR. RAJKUMAR ROAD,
BANGALORE-560055, KARNATAKA, INDIA EAST,DELHI.

APPARIO RETAIL INDIA PVT. LTD.

PRESENT ADDRESS - S-405, L.G.F, GREATER KAILASH - II, NEW DELHI, DELHI-110048,
INDIA EAST,DELHI.

.....Opposite Party(s)

BEFORE:

SUKHVIR SINGH MALHOTRA , PRESIDENT

RAVI KUMAR , MEMBER

FOR THE COMPLAINANT:

MS. ANUSHKAA ARORA (Advocate)

DATED: 14/08/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION (EAST)

GOVT. OF NCT OF DELHI

CONVENIENT SHOPPING CENTRE, FIRST FLOOR,

SAINI ENCLAVE, DELHI – 110 092

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C.C. No. 74/2024

HARJAS SINGH SODHI

S/O DR. G.S. SODHI,

**R/O 38, JAGRITI ENCLAVE, VIKAS MARG
EXTENSION,**

DELHI - 110092

....Complainant

Versus

1 AMAZON RETAIL INDIA PVT LTD.

BLOCK E, 14TH FLOOR, UNIT NOS. 1401 TO 1421,
INTERNATIONAL TRADE TOWER, NEHRU PLACE,
NEW DELHI- 110019

ALSO AT:

AMAZON RETAIL INDIA PVT. LTD.

8TH FLOOR, BRIGADE GATEWAY 26/1,
DR. RAJKUMAR ROAD,
BANGALORE – 560055,
KARNATAKA,

ALSO AT:

AMAZON RETAIL INDIA PVT LTD.

NAVGHAR POST JNPT TAL URAN DISTRICT

RAIGAD, NAVI MUMBAI,

MAHARASHTRA-400707

.....OP1

2 APPARIO RETAIL PVT. LTD.

S-405 (L.G.F.) GREATER KAILASH-II,

NEW DELHI

DELHI - 110048

.....OP2

Date of Institution : 14.02.2024
Judgment Reserved on : 14.08.2025
Judgment Passed on : 14.08.2025

QUORUM:

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Sh. S.S. Malhotra (President)

Sh. Ravi Kumar (Member)

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Judgment by: Sh. Ravi Kumar (Member)

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JUDGMENT

The Complainant has alleged deficiency in service on the part of OPs in selling him a different product than that he had ordered i.e. he had ordered HP Pavilion Laptop however he was delivered IBM Think Pad that too obsolete and despite OP having taken back the disputed product has not refunded the amount.

1. The Complainant in his complaint case has contended that on 26.12.2023 he ordered on-line one

HP Pavilion Laptop (407-0717207-1525901) through OP1 for a price of Rs.61,990/-. The packet was delivered to him on 27.12.2023 at 04:19 PM however when the Complainant opened the same he discovered that an obsolete IBM Think Pad was inside it instead of the Laptop he had ordered. The Complainant immediately contacted the Customer Care of OP1 at 04:32 PM who assured that the matter would be resolved and explained him the next step for refund. The Complainant was advised to take picture of the disputed product and upload the same on a link shared on the registered mobile number of the Complainant which the Complainant did.

2. Thereafter the Complainant did not hear anything from OP1 and on 30.12.2023 he again called Customer Care of OP1 and he was asked to upload the Photo of the product he had received along with his name and date on a paper and send it on the link given to the Complainant through email. The Complainant did so.
3. On 31.12.2023, the Complainant was informed that the return process has been initiated and the total expected refund was Rs.61,990/- and the disputed product would be picked up on 01.01.2024 between 7 am to 10 pm. That on 01.01.2024, the disputed product was picked up by the representative of OP1 however on 07.01.2024, the Complainant received a message from OP1 *'lost in transit- return not received: your return is likely lost in transit. Do not worry our Customer Care can help you regarding the refund'*.
4. On 19.01.2024, the Complainant received email from OP1 that it would not initiate refund by stating that the Complainant had returned item that is different to the item that he had ordered and that the number of refunds in the account of the Complainant exceed the expectation and is in violation of 'UsePolicy'. The Complainant replied to the said email dated 19.01.2024 and reiterated that there was mismatch in the product i.e. IBM Think Pad was delivered that too obsolete instead of HP Pavilion Laptop.

5. As per the invoice, the product was sold by OP2 i.e. Appario Retail Pvt. Ltd. and when the dispute was pending the matter was repeatedly taken up by the Complainant's father also which were rebutted by both the OPs. Thereafter Complainant has filed the complaint before this Commission seeking following reliefs:

- To direct the OPs for an immediate 100% refund of the total amount paid by the Complainant along with a penal interest @ 18% per annum from the date of purchase of the product;
- To direct the OP1 to reveal the name of the Rider who had delivered the impugned product and duly communicate the summon as served upon OP1;
- To direct the OPs to pay compensation of Rs. 1,00,000/- to the Complainant for the mental agony, loss of reputation, discomfort and undue hardship caused to the Complainant as a result of the above acts and omissions on the part of the OPs;
- To direct the OPs to pay a sum of Rs. 1,00,000/- to the Complainant towards litigation cost; and
- Any other and further relief in favour of the Complainant as the Commission may deem fit and proper in the fact and circumstances of the case.

6. The Complainant had initially made three OPs and thereafter he amended the Memo of Parties by retaining only OP1 and OP2 in the case which is showing in the cause title of the case.

7. Notice was issued which was served upon OP1 and OP2 on 02.05.2024. OP1 filed reply beyond statutory period of 30 days and even beyond extended statutory period of 15 days and therefore vide order dated 09.07.2024, it was ordered that the Reply of OP1 would not be considered unless and until the delay is condoned. OP1 thereafter filed application for condonation of delay

however since the delay was beyond 45 days therefore the application was ordered to have become infructuous and it was observed that the reply of OP1 would not be read in their defence except for admission. OP2 has filed its written statement within limitation.

8. In its reply, OP2 has stated that there is no privity of contract in between it and the Complainant and the Complainant had booked the product directly from the online platform of OP1. Though in the reply the OP2 has referred to certain definitions and terms as per its agreement with OP1 however the same are not relevant to the facts of this case and the basic contention raised by OP2 is that there is no dealing between it and the Complainant and no service fee was charged by them or paid by the Complainant to them and therefore the complaint is bad for mis-joinder and be dismissed against it. OP2 has also stated that their company is a very reputed company and it is not selling any wrong product and it has also given details of the good review from its customers it is having and OP2 has prayed for dismissal of the case against it.

9. Complainant has filed Rejoinder to the reply of OP2 reiterating his complaint and has also filed his evidence by way of affidavit with documents which are exhibited as follows:

- Copy of invoice of purchased product as exhibit C-1.
- Copy of bank statement's depicting EMI deduction due to purchase of product as exhibit C-2.
- Copy of the photo along with the receipt of date of delivery of the product received by the Complainant as exhibit C-3.
- Copy of screenshot of link received by OP1 on registered mobile number of the Complainant to upload the photo of the disputed product as exhibit C-4.

- Copy of screenshot depicting disputed product along with screenshot of email by the OP1 to the Complainant to upload the disputed product with name of the Complainant and date as exhibit C-5.
- Copy of screenshot of return confirmation by the OP1 depicting expected refund as exhibit C-6.
- Copy of screenshot of mobile app of OP1 depicting return not received and that disputed product is lost in transit as exhibit C-7.
- Copy of screenshot of email by OP1 along with the reply of the Complainant as exhibit C-8.
- Copy of email written dated 21.02.2024 written by Complainant/his father to OP1 as exhibit C-9.
- Copy of email dated 20.01.2024 by the OP1 and further correspondence as exhibit C-10.
- Copy of email dated 21.01.2024 by the OP1 intimating the Complainant as exhibit C-11.
- Copy of email dated 23.01.2024 bearing conversation between the Complainant and OP1 as exhibit C-12.

10. Despite giving several opportunities to OP2 to file its evidence the same was not filed and vide order dated 08.04.2025, OP2 was proceeded ex-parte formally for the purpose of filing its evidence.

11. Written submissions have been filed by the Complainant.

12. The Commission has heard the arguments and perused the records.

13. The case of the Complainant falls into narrow compass i.e. he had ordered online one HP

Pavilion Laptop through the platform of OP1 whereas he received IBM Think Pad that too obsolete one on 27.12.2023 at 04:19 PM. The Complainant lodged complaint with OP1 at 4.32 PM and as per their advise the Complainant uploaded the photograph of the disputed product on two occasions and it was agreed by OP1 that they will pick up the product in question from the resident of the Complainant. On 01.01.2024 the disputed product was picked up by OP1 which was recorded in the software of OP1 app and the same was available for display at the Complainant's end however on 07.01.2024 the Complainant saw the message in the App of OP1 stating that the product in question which was picked up on 01.01.2024 has been 'lost in transit' however it was assured by OP1 that their Customer Care will help the Complainant for refund.

14. However on 19.01.2024, the Complainant received email from OP1 stating that the claim regarding different item is rejected as that the Complainant had returned item that is different to the item that he had ordered and the number of refunds in the account of the Complainant exceeded the expectation and is in violation of 'Use Policy'.
15. As regards OP1 is concerned, there is no reply of OP1 to be read in their defence as the same was beyond limitation and OP2 was granted opportunity to file its evidence which it did not file. It is well settled position in law that pleadings howsoever strong may be cannot take place of evidence which is the case w.r.t. OP2, as its Written Statement is on record however there is no evidence on record in support of such pleadings. Thus there is no defence available to OP1 as well as OP2 by way of pleadings.
16. From the facts of the case it is clear that Complainant ordered one product i.e. HP Pavilion Laptop on 26.12.2023 through the online Platform of OP1 and when he received the packet on 27.12.2023 at 04:19 PM through the rider of OP1 then after opening the packet Complainant found IBM Think Pad which was obsolete also instead of the product he had

ordered. The Complainant lost no time to raise complaint before OP1 through their Customer Care and thereafter followed the instructions given to him by OP1 w.r.t. refund of the amount and return of the disputed product. In fact the disputed product was picked up by the representative of OP1 on 01.01.2024 and it was being shown in the App of the OP1 which was visible to the Complainant however on 07.01.2024 it was recorded that the return product has been lost in transit. However, the OP1 still assured the Complainant that their Customer Care will help the Complainant regarding refund. However, suddenly on 19.01.2024 the claim of the Complainant for refund was rejected by OP1 on the ground that the Complainant had returned item that is different to the item that he had ordered and number of refunds in the account of the Complainant exceeded the expectation and is in the violation of 'Use Policy'.

17. These days online purchase of product has become routine thing and customers are purchasing many items through various platforms like OP1 and Flipkart etc. It is the duty of the online platform which is offering such services to ensure that correct product is delivered by the seller who is having business to business contract with them. Whatever product is displayed at the online platform should be provided when ordered which has not happened in this case.
18. There should be a system in place by online sellers/platforms that photographs / video of receiving and opening of the packet is taken by their representative/ rider /delivery person to keep record of what is being delivered which will avoid many complaints in future. As far as Complainant is concerned on 27.12.2023 the delivery person of OPs did not ask him (Complainant) to open the packet in his presence at 4.19 pm when he delivered the packet and when the Complainant opened the packet he found the wrong product in it and he did not lose any time to report the matter to OP1 which he did at 4.32 pm and OP1 agreed to take back the product in question and initiate return of amount.

19. OP1 also has admitted that though the product was picked up by their rider on 01.01.2024 from

the Complainant however on 07.01.2024 OP1 updated in their App that the product has been lost in transit. Thereafter OP1 also assured that their Customer Care will help the Complainant in refunding the amount.

20. Once the product in question has been picked up by the representative of OP1 which is recorded in its App then the responsibility of its safely reaching them was on OP1 however OP1 took a different stand altogether and request for refund was rejected on 19.01.2024 for the reason that the Complainant had returned item that is different to the item that he had ordered and there were number of refunds in the account of the Complainant which exceeds expectation and is in violation of 'Use Policy'. This plea of OP1, according to the Commission, is an afterthought to escape the liability of refunding the amount as OP1 has not provided any details as to how many number of refunds were there in the account of the Complainant and what was their expectation which got exceeded and what is the 'Use Policy'. OP1 is relying on and all these terms which are too vague to be considered and appears to be a mere hearsay and therefore cannot be appreciated. Therefore, the deficiency in service on the part of OP1 is apparent in the case.

21. As regards OP2 is concerned, it is also not disputed that it had sold the product through OP1 as their name figures in the dispatch invoice dated 26.12.2023 and OP2 must have received the consideration amount from OP1 which was actually paid by the Complainant to OP1 and therefore the contention of OP2 that there is no privity of contract between it and the Complainant and there is no consideration paid by the Complainant to it directly is without any merit. The product has been sold and dispatched by OP2 and the return process was through OP1 which was followed by the Complainant. The Complainant has given sufficient evidence by way of enclosing the photograph of the IBM Think Pad immediately when he opened the packet and as per the advise of the Customer Care of OP1 had uploaded the photographs also on their App as well as through email. Therefore, there is a joint liability of OP1 and OP2 in this case and

OP2 is also found deficient in service in sending a different product that too an obsolete one instead of the product which the Complainant has ordered through OP1. The dispatch has been done through OPs and it is their duty to ensure that the product which has been dispatched has not been tampered with during the transit and reaches the customer intact who had ordered.

22. For the reasons stated above Commission holds both OP1 and OP2 liable for deficiency in service and orders as follows:

- OP1 and OP2 jointly and severally shall refund the amount of Rs.61,990/- with interest @ 9% p.a. to the Complainant from the date of payment i.e. 26.12.2023;
- OP1 and OP2 jointly and severally shall pay Rs.10,000/- towards mental agony and harassment to the Complainant;
- OP1 and OP2 jointly and severally shall pay Rs.7500/- towards litigation cost to the Complainant.

This order shall be complied within 30 days from the date of receipt of the judgment failing which OPs shall pay interest @ 11% p.a. on the entire amounts till the date of realization.

Copy of the order be supplied / sent to the parties free of cost as per rules.

File be consigned to Record Room.

Announced on 14.08.2025.

(Ravi Kumar)

Member

(S.S. Malhotra)

President

.....J
SUKHVIR SINGH MALHOTRA
PRESIDENT

.....J
RAVI KUMAR
MEMBER