

**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 February 2026
CC 241/24 filed on 18/04/2024

- Complainant : Ugeesh Kumar K.U., S/o. Unnikrishnan K.G.,
Kizhakkootte House, Nelluvai P.O., Thrissur,
Pin – 680 584.
(By Advs. Antony Pellissery & Pooja P. Madhu,
Thrissur)
- Opposite Parties : 1) M/s. Mosaic Wellness Pvt. Ltd., Represented by its
Authorized Person, Sy No. 524/1, 2,3,4,6, 525/1,
2,3,4,5,6, 526/3,4,5,6, 527 of Madivala Village, and
Sy No. 51/1 of Thatanahalli Village, Kasaba hobli,
Anekal Taluk, Bangalore Urban, Bangalore District,
Karnataka, Pin – 562 107.
(Ex-parte)
- 2) Amazon Seller Services Pvt. Ltd., Represented by its
Authorized Person, World Trade Center, Brigade
Gateway, 8th 9th & 10th Floor, 26/1, Dr. Rajkumar
Road, Malleshwaram (W), Bangalore, Karnataka,
Pin – 560 055.
(Ex-parte)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 35(1) of the Consumer Protection Act, 2019. The first opposite party is statedly a seller of the second opposite party - market place e-commerce entity platform. The complainant who is an I.T Professional, on 14/03/2024, statedly purchased “Hair Gummies” from the first opposite party, through the e-commerce platform of the second opposite

party, paying a sum of Rs. 799/- (Rupees seven hundred and ninety nine only) vide invoice No. BLR7209080. The product package comprising 60 gummies was delivered on 17/03/2024. The product was statedly purchased by the complainant to address the issue of hair loss. Accordingly, he claims to have consumed 1 gummy daily for 6 consecutive days from 17/03/2024. The complainant alleges that he experienced stomach pain, vomiting and dizziness consequent to its consumption. Having scrutinized the product in detail, the complainant came to know that the product was delivered to him after its expiry date. The package of the product bore the declaration that its expiry date was Feb 24. Consequently, the complainant on 23/03/2024 contacted the second opposite party seeking refund of the purchase price after taking the product back. But the second opposite party allegedly declined to pay heed to the complainant's requests, on the ground that the product in question is a non-returnable one and that the same does have a returning window of 5 days only. The complainant alleges that the sale of a product meant for human consumption, after its expiry date, would cause health hazards. The complainant alleges that the opposite parties violated the provisions of the Consumer Protection (e-commerce) Rules, 2020, and had committed deficiency in service and adopted an unfair trade practice. Hence the complaint. The complainant prays for an order directing the opposite parties to refund the purchase price of the product, apart from other reliefs of compensation and costs.

2) NOTICE :

The Commission issued notice to both the opposite parties. Notice to the first opposite party was returned stating 'refused' and that to the second opposite party was duly served on 18/06/2024. Both the opposite parties having not cared to file their written version and contest the case, the Commission was constrained to proceed ex-parte against both the opposite parties.

3) Evidence :

The complainant produced documental evidence that had been marked Exts. A1 to A4, apart from affidavit and notes of argument. The material object produced is marked as MO1. Proceedings against the opposite parties being ex-parte, no evidence adduced on their part.

4) Deliberation of evidence and facts of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is Tax Invoice No. BLR7-209080 dated 14/03/2024 issued by the first opposite party in favour of the complainant pertaining to the sale of ‘Man Matters Biotin Gummies for Hair & Skin /60 Days Pack /With Biotin, Vitamin A, C,E, Zinc, Fibre & DHT Blocker/For Healthy & Strong Hair/Strawberry Flavour/100% Vegan & Gut Friendly/B098F3HYJR (0M-MX12-ISBH) HSN:21069099’, receiving from him a sum of Rs. 799/- (Rupees seven hundred and ninety nine only). Ext. A1 further bears the Logo of the second opposite party. Ext. A2 is document regarding delivery of the product. Ext. A3 is also a document regarding delivery of product. Ext. A4 is print out of the second opposite party’s e-mail dated 23/03/2024 regarding return of product.

MO1 is a packaged, commodity with declarations thereon as “Man Matters NOURUSH HAIR GUMMIES”, Net Quantity: 60 Gummies (240 g), Batch No. HBS622013, Mfg. Date: 09/2022, Expiry Date 02/2024, MRP. Rs. 849/-, Marketed by: Mosaic Wellness, Private Limited., 7th Floor, Skyline Icon, Chimatpada, Marol, Andheri East, Mumbai 400 059”.

5) Points of deliberation :

- (i) Whether the alleged fault on the part of the opposite parties stands proved? Also whether there is any deficiency in service or adoption of unfair trade practice on the part of the opposite parties? Also

whether the complainant is entitled to receive refund of the purchase price he paid? If yes;

- (ii) Whether the complainant is entitled to receive any compensation from the part of the opposite parties? If so its quantum?
- (iii) Costs ?

6) Point No.(i)

The description of product in Ext. A1 invoice is at one with that made on MO1 package. Ext. A1 invoice is dated 14/03/2024. A further examination of MO1 package unveils the fact that it bears the declaration “expiry date 02/2024”. It is therefore a matter beyond doubt that the product was invoiced after its expiry date.

Needless to mention, ext. A3 document reveals that the product was delivered on 17/03/2024. The manufacturer of a package containing drugs or food supplements or other products for human consumption, prescribes thereon its expiry date with a view to making it known to its consumers that the same will not continue to possess the standards prescribed by the concerned authority relating to its performance, composition, contents etc, that are necessary to prevent or reduce the risk of injury to the person consuming it. The first opposite party’s sale of the product in question after its expiry date constitutes an unfair trade practice within the meaning of Section 2 (47) (iv) of the Consumer Protection Act, 2019. Rule 6(1) of the Consumer Protection (e-commerce) Rules, 2020 (hereinafter referred to as the e-commerce Rules), unequivocally stipulates that no seller on the market place as the first opposite party offering goods or services in a market place e-commerce platform, shall adopt any unfair trade practice in the course of their activities.

Likewise, Rule 4(4) of the e-commerce Rules further vests a duty on every e-commerce entity to establish an adequate grievance redressal mechanism and Rule 4(5) further stipulates that the grievance officer of such mechanism shall

redress the grievance within one month of receipt of the complaint so received in such mechanism. In the case at hand, the second opposite party's Ext. A4 e-mail throws light to the fact that the second opposite party had categorically declined to redress the complainant's request for refund of the purchase price of the product, on the ground that the same falls under the non-returnable category and that the returning window for the same is within 5 days of its delivery, as per their return policy. This contention of the second opposite party again cannot hold any water at all, for the reason that the return policy holds good only under general circumstances. But the case at hand involves a peculiar issue, where the first opposite party seller and the second opposite party e-commerce platform sold a product for human consumption, after its prescribed expiry date. Rule 6 (3) of the e-commerce Rules mandates that no seller on market place shall refuse to take back goods or refuse to refund the consideration paid if such goods are defective, deficient or spurious or if are not of the characteristics or features as advertised. The second opposite party therefore had the bounden duty to suitably and effectively take up the issue with the first opposite party seller and redress the genuine grievance raised by the complainant, which the second opposite party did not. This fault on the part of the second opposite party reveals that their consumer grievance redressal mechanism is inadequate which act of theirs is violative of rule 4(4) of the e-commerce Rules, which at the same time constitutes an unfair trade practice on their part. Rule 4(3) of the e-commerce Rules stipulates that no e-commerce entity as the second opposite party, shall adopt any unfair trade practice in the course of its business on its platform or otherwise.

The discussion made above makes it abundantly clear that both the opposite parties in the case at hand, had adopted unfair trade practices which act of theirs at the same time constitutes deficiency in service on their part, as well. Needless to say, the complainant is entitled to receive refund of the purchase

price of Rs. 799/- (Rupees seven hundred and ninety nine), that he unproductively paid to the opposite parties.

Point No. (i) is therefore proved in the affirmative.

7) Point No (ii) :

In the present case, the complainant placed an order for a hair-nourishing food supplement through the second opposite party market place e-commerce platform. The MO1 commodity describes itself as “Daily Chewables for healthy hair”. The product was delivered, and he commenced its consumption without verifying the declarations printed on the package. After some time, the complainant developed digestive complications. Upon subsequently examining the product label, he discovered that the product had been delivered after the expiry date mentioned on the package. It is true that the complainant began using the product without first scrutinizing the declarations on the label. However, the complainant cannot be faulted for such omission, as he acted under a bona-fide belief that a reputed e-commerce platform would not engage in the unfair trade practice of supplying an expired product.

The complainant prays for compensation for the agony, hardship and financial loss inflicted on him by the wrong doings on the part of the opposite parties. As elaborated under the forgoing point, there is deficiency in service as well as adoption of unfair trade practice on the part of both the opposite parties to the extent that the first opposite party had sold a product meant for human consumption, after its expiry date and that the second opposite party had not cared to redress the genuine grievance raised thereon by the complainant. The very instance of consuming such a product may instil anxiety and fear about possible health consequences. The misdeeds on the part of the opposite parties might certainly have, as claimed, inflicted agony, hardship and financial loss on the complainant. The opposite parties have necessarily to compensate the complainant to that extent. But the complainant also pleads that he had

sustained agony and hardship by way of severe stomach pain, vomiting and dizziness, owing to the consumption of the impugned product and prays for a compensation worth Rs. 2,00,000/- (Rupees two lakh only) from the opposite parties. But the complainant hardly did adduce any piece of evidence to substantiate this claim regarding his physical ailment. It is trite law that the quantum of compensation shall be based on case specifics. There is no straitjacket formula for the determination of the quantum of compensation to be awarded in a case. It shall be based on the material evidence adduced and not on mere asking. The Hon'ble Apex Court held the same view by its judgment dated *06/02/2026 in ITC Ltd., Vs. Ashna Roy (Civil Appeal No. 3318/23)*. Therefore, we are not in a position to consider the complainant's prayer for compensation for the health hazards that he claims to have undergone.

Hence point No. (ii) is proved partly in favour of the complainant and we are of the considered view that the complainant is entitled to receive from the opposite parties a sum of Rs. 25,000/- (Rupees twenty five thousand only) towards compensation for the agony, hardship and financial loss inflicted on him.

8) Point No. (iii) :

The complainant is also entitled to receive from the opposite parties a sum of Rs. 5,000/- (Rupees five thousand only) towards cost.

In the result, the complaint is partly allowed and the opposite parties are directed to jointly and severally pay the complainant;

- a) a sum of Rs.799/- (Rupees seven hundred and ninety nine only) towards refund of the purchase price that he unproductively paid,
- b) a sum of Rs. 25,000/- (Rupees twenty five thousand only) towards compensation for the agony, hardship and financial loss he underwent, and ,

c) a sum of Rs. 5,000/- (Rupees five thousand only) towards costs,

all with 9% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite parties shall comply with the above direction within 45 days of receipt of a copy of this order.

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

Sreeja S.
Member

Ram Mohan R
Member

C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 is Tax Invoice No. BLR7-209080 dated 14/03/2024 issued by the first opposite party in favour of the complainant pertaining to the sale of 'Man Matters Biotin Gummies for Hair & Skin /60 Days Pack /With Biotin, Vitamin A, C,E, Zinc, Fibre & DHT Blocker/For Healthy & Strong Hair/Strawberry Flavour/100% Vegan & Gut Friendly/B098F3HYJR (0M-MX12-ISBN) HSN:21069099', receiving from him a sum of Rs. 799/- (Rupees seven hundred and ninety nine only). Ext. A1 further bears the Logo of the second opposite party.

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Opposite Parties’ Exhibits :

Nil

Ram Mohan R
Member

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//True copy//

Assistant Registrar