

**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 March 2026
CC 571/24 filed on 03/07/2024

Complainant : Pratheeksha Subin, W/o Subin, Chanassery House,
Anantha Nagar, Vellanikkara P.O., Chirakekode,
Vellanikkara Village, Thrissur – 680 028.

Opposite Parties : 1) J Anjaneyulu, Channel Partner,
DTDC Express Limited, Opp. Vimpta Labs,
Cherlapally, Phase II, Hyderabad – 500 051.
2) The Manager, DTDC Express Limited, Regd. Office :
No.3, Victoria Road, Bengaluru – 560 047.
(OP 1 & 2 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 complainant, the founder of an organisation called “Meraki” which is an association of artists, collected paintings of various artists across the state and exhibited them at Hyderabad in an exhibition conducted at Chithramayi Art Gallery in May 2023. After its successful conduct, the complainant on 29/05/2023 despatched the said paintings in eight boxes back to her through the 1st opposite party which is a Channel Partner of the 2nd opposite party courier service. The complainant claims to have paid them a sum of Rs.20,000/- (Rupees Twenty thousand only) towards courier charges, the consignment number, concerned, being D29701117. But, out the said eight boxes so despatched, the opposite party, delivered only seven boxes to the

complainant on 12/06/2023. While the matter was brought to the notice of the opposite parties, the complainant was informed that the said box would be delivered in two days. But it was never delivered thereafter, despite the several emails and phone calls made to them by the complainant. The complainant claims that the impugned box contained two paintings each worth Rs.20,000/- (Rupees Twenty thousand only) and also that the fault on the part of the opposite party had inflicted agony and hardship on her. The complainant alleges deficiency in service and adoption of unfair trade practice on the part of the opposite parties. A lawyer notice caused by the complainant statedly evoked no result. Hence the complaint. The complainant prays for an order directing the opposite parties to pay her the value of the two missing paintings, apart from other reliefs of compensation and costs.

2) NOTICE :

The Commission issued notice to both the opposite parties. But the opposite parties have not cared to file their written version or to contest the complaint before the Commission, despite their having received the Commission's notice to that effect. Consequently, 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 A7, apart from affidavit and notes of argument.

Proceedings against the opposite parties being ex-parte, no evidence adduced on their part.

4) Deliberation of facts and evidence of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is copy of the Consignment Challan / Receipt issued by the opposite parties in favour of the complainant bearing Bar Code 5029103995, consignee number 9961969611 and consignment No.D29701117. Ext. A1 document also bears an entry regarding opposite parties' receipt of Rs.20,000/- as charges. Ext. A2 is copy of the delivery document in respect of bar code 5029103995, Consignee No.9961969611 and AWB Numbers D29701117001, D29701117002, D29701117004, D29701117005, D29701117006, D29701117007 and D29701117008. Ext. A3 is print out of Shipment summary in respect of Tracking No.D29701117 as of 08/06/2023. Ext. A4 is print-out of shipment tracking history. Ext.A5 series (2 in Nos.) comprise copies of lawyer notices. Ext. A6 series comprise postal receipts (2 Nos.). Ext. A7 series comprise postal acknowledgement cards (2 Nos.).

The opposite party adduced no evidence.

5) Points of deliberation :

- (i) Whether the alleged fault on the part of the opposite parties stands proved ? If yes
- (ii) Whether the complainant is entitled to receive the claimed value of the missing paintings ?
- (iii) Whether the complainant is entitled to receive any compensation from the part of the opposite parties ? If so its quantum ?
- (iv) Costs ?

6) Point No.(i)

Ext. A1 consignment document bears the opposite parties' endorsement that the complainant had paid them a sum of Rs.20,000/- (Rupees Twenty thousand only) towards charges for couriering eight boxes to the complainant at her address in Thrissur, Kerala. The same document bears explicit endorsement made by the complainant to the effect that only seven boxes were delivered to her as of 12/06/2023. Ext.A1 document bears the mention that the impugned consignment was allotted with bar code 5029103995, consignee number 9961969611 and consignment No. D29701117. Ext. A2 delivery document which bears the vivid mention of both the said consignee ID of 9961969611, and bar code No.5029103995, indicates that the consignee was delivered only seven boxes allotted with AWBs viz D29701117001, D29701117002, D29701117004, D29701117005, D29701117006, D29701117007 and D29701117008 as of 12/06/2023. The said Ext. A2 document also bears the complainant's unequivocal endorsement that she received only seven boxes on that day. Therefore, it is a matter beyond any doubt that the opposite parties have not delivered the box bearing the AWB D29701117003 to the complainant. It needs no further evidence to see that there is imperfection on the part of the opposite parties in their having not delivered one of the eight boxes that were entrusted to them.

The opposite parties had not cared to file their written version or to contest the complaint before the Commission, despite their having received the Commission's notice to that effect. It is indicative of the opposite parties' demeanour of neglect and disregard to the process of law. The opposite parties conscious failure to file their written version before the Commission amounts to admission of the allegations raised against them by the complainant. The Hon'ble National Commission held the same view by its order dtd. 09/10/2017 in **RP 579/2017 [2017 (4) CPR 590]**. The evidence adduced by the complainant,

in the present case, remains unrebutted. Therefore, we are inclined to hold that there is deficiency in service on the part of the opposite parties.

Point No.(1) is thus proved in favour of the complainant.

7) Point No (ii), (iii) & (iv) :

The complainant claims that the missing boxes contained two paintings worth Rs.20,000/- (Rupees Twenty thousand only) each. However, the complainant failed to adduce any documental evidence to substantiate the claimed value. It is trite law that compensation shall be based on case specifics. There is no strait jacket formula to decide the quantum of compensation to be awarded in a case. It shall be based upon the evidence adduced and not on the mere asking. The Hon'ble Supreme court had time and again underscored this stance of ours in a catena of its judgments including that dtd. 06/02/2026 in *ITC Ltd Vs Aashna Roy (Civil Appeal No.3318/23)*. Therefore, we are not in a position to grant the claimed sum of Rs.40,000/- (Rupees Forty thousand only) towards the value of the paintings to the complainant.

At the same time, we can't also ignore the bare fact that a consumer who entrusted goods to a courier service in the ordinary course of affairs, cannot be expected to undertake elaborate precautions such as obtaining insurance coverage, securing valuation certificates and entering into the formal agreements with the artists, concerned, etc, unless such requirements are specifically stipulated by the service provider at the time of acceptance of the consignment. A bonafide consumer is entitled to rely upon the professional obligation of the courier service to ensure safe and proper delivery of the entrusted goods. The missing of the impugned box comprising two paintings might certainly have, inflicted agony, hardship and inconvenience to the complainant. The opposite parties shall necessarily have to compensate the

complainant. We are of the considered view that the complainant is entitled to receive from the opposite parties a sum of Rs.50,000/- (Rupees Fifty thousand only) towards compensation for the agony, hardship and inconvenience inflicted on her, and a sum of Rs.5,000/- (Rupees Five thousand only) towards costs.

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. 50,000/- (Rupees Fifty thousand only) towards compensation for the agony, hardship and inconvenience inflicted on her, and

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

both 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 March 2026.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 copy of the Consignment Challan / Receipt issued by the opposite parties in favour of the complainant bearing Bar Code 5029103995, consignee number 9961969611 and consignment No.D29701117.

Ext. A1 document also bears an entry regarding opposite parties' receipt of Rs.20,000/- as charges.

Ext. A2 copy of the delivery document in respect of bar code 5029103995, Consignee No.9961969611 and AWB Numbers D29701117001, D29701117002, D29701117004, D29701117005, D29701117006, D29701117007 and D29701117008.

Ext. A3 print out of Shipment summary in respect of Tracking No.D29701117
as of 08/06/2023.

Ext. A4 print-out of shipment tracking history.

Ext.A5 series (2 in Nos.) comprise copies of lawyer notices.

Ext. A6 series comprise postal receipts (2 Nos.).

Ext. A7 series comprise postal acknowledgement cards (2 Nos.).

Opposite Parties' Exhibits :

Nil

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar