

Date of Institution : 09.01.2026
Date of Final Hearing : 24.04.2026
Date of Pronouncement : 01.05.2026

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION:KURNOOL

Present: Sri Karanam Kishore Kumar, B.A., B.L., President

Sri N.Narayana Reddy, B.A., B.L., Member
And

Smt S.Nazima Kausar, PGDBM., M.Com., MBA., B.Ed., Member

Friday the 1st day of May, 2026

CONSUMER COMPLAINT No.18/2026

Between:

Kodila Krishan Chaitanya,
S/o K.Raghavendra Prasad,
Aged 36 Years,
D.No.25/700,Parimala Nilaya,
Sreenivasa Nagar,
Nandyal-518501.

...COMPLAINANT
(In Person)

-Vs-

PERFUME 24 X 7.COM,
Through its Chief Executive Officer,
Having a Retail outlet at City Center Mall,
Address: Level 1, Road No.1,
Banjara Hills, Hyderabad,
Telangana-500034.

...OPPOSITE PARTY
...(Absent)

ORDER

(As Per Karanam Kishore Kumar, President, on behalf of the Bench)
CONSUMER COMPLAINT No.18/2026

1. This complaint is filed under section 35 of the Consumer Protection Act, 2019, praying to direct the opposite party:-

- A. To allow the present complaint and hold that the opposite party has committed deficiency in service, unfair trade practice, breach of contract, and negligence under the provisions of the Consumer Protection Act, 2019.

- B. To refund a sum of Rs.2,749/- being the amount paid by the complainant for the wrongly delivered products.
 - C. To pay compensation of Rs.50,000/- to the complainant towards mental agony, stress, harassment, inconvenience, hardship, and consequential losses suffered due to the acts and omissions of the opposite party.
 - D. To pay interest at the rate of 12% per annum on the amounts awarded from the date of filing of the complaint till the date of payment.
 - E. To pay litigation costs of Rs.10,000/- in favour of the complainant towards expenses incurred in pursuing the present complaint.
 - F. To impose a penalty/fine of Rs.5,00,000/- on the opposite party for its unfair and misleading conduct, with a direction that the said amount be credited to the District Consumer Commission Welfare Fund, so as to deter such practices and protect other consumers from similar hardship in future.
- And
- G. To pass such other or further orders as this Hon'ble Commission may deem fit and proper in the interest, equity and consumer welfare.

2. The case of the complainant in brief runs as follows:-The complainant is a resident of Parimala Nilaya, Sreenivasa Nagar, Nandyal. The opposite party is Perfume 24x7.com, represented by its Chief Executive Officer, Hyderabad. On 15.11.2025.

The complainant placed an online order with the opposite party for (i) Jovan Musk Cologne for Men (88 ml) and (ii) Jovan White Musk Cologne for Men (88 ml), under Order No. P24738293, by paying a total sum of Rs.2,479/- . The opposite party dispatched the said order on 17.11.2025 under Shipment ID No. 76700423612, and the consignment was delivered to the complainant at Nandyal on 20.11.2025.

At the time of opening the package, the complainant recorded a continuous unboxing video on 21.11.2025 at about 4:48 P.M. The said video clearly shows the unopened outer cover being opened, followed by a “Perfume 24x7” branded carton box, inside which entirely different products were found, namely (a) Lomani Body and Soul Eau De Toilette (100 ml) and (b) Roger & Gallet Open Eau De Toilette (100 ml).

Thus, the products delivered were completely different from those ordered by the complainant. The complainant immediately informed the opposite party on 21.11.2025 through email and WhatsApp and shared the unboxing video along with photographs as proof of incorrect delivery. The opposite party acknowledged the complaint and assured that the matter would be reviewed and resolved. However, despite repeated follow-ups through email, phone calls, and WhatsApp messages, the opposite party failed to provide any written response or effective resolution.

On 04.12.2025, the complainant received a phone call from a customer care executive offering a conditional credit note equivalent to the order value, subject to a minimum purchase of Rs.5,000/-. The complainant requested written confirmation of the same via email; however, no such confirmation was provided. Thereafter, the opposite party continued to insist only on issuing a conditional credit note, imposed a time limit of 24 hours for its validity, refused to provide written confirmation, and denied refund or replacement of the products. Even after approaching the owner of the opposite

party and lodging a grievance with the National Consumer Helpline, no satisfactory resolution was provided.

In its response before the said authority, the opposite party denied responsibility and questioned the authenticity of the unboxing video, despite clear and cogent evidence. It is submitted that the opposite party failed to fulfill its contractual obligation to deliver the products as ordered and paid for, which amounts to a clear breach of contract. The failure to ensure proper packing and delivery, absence of adequate verification mechanisms, and lack of responsive customer service constitute negligence, deficiency in service, and an unfair trade practice. Consequently, the complainant suffered mental agony, inconvenience, and hardship due to the acts of the opposite party. Hence, this complaint.

3. After receipt of notice from this Commission, Opposite Party did not appear and failed to file its written version. Hence, Opposite Party called absent and set ex parte.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A10 are marked.

5. We have perused the available records and written arguments filed by the complainant and heard oral arguments of complainant.

6. Now, the points that arise for consideration are:

- i. Whether there is any deficiency of service on the part of the opposite party or not?
- ii. Whether the complainant is entitled to the reliefs as prayed for or not?
- iii. If any relief, then to what extent?

7. POINTS i to iii:- It is not in dispute that the complainant purchased the products by paying consideration. The material on record, including the order details, delivery particulars, and the unboxing video, clearly establishes that the products delivered were entirely different from those ordered. The unboxing video carries significant evidentiary value, as it shows the unopened package being opened and the contents therein.

To substantiate his case, the complainant filed Ex.A1, the Order Confirmation/Invoice issued by Perfume 24X7.com for Order No.P24738293/Shipment ID 76700423612, evidencing the purchase of Jovan Musk Cologne for Men (88 ML) and Jovan White Musk Cologne for Men (88 ML), dated 15.11.2025; Ex.A2, the Payment Confirmation for Rs.2,479/-; Ex.A3, the Courier Tracking Details dated 17.11.2025; Ex.A4, the unboxing video (Pen Drive) dated 21.11.2025; Ex.A5, photographs/screenshots extracted from the unboxing video showing delivery of Lomani Body and Soul Eau De Toilette (100 ML) and Roger & Gallet Open Eau De Toilette (100 ML) instead of the ordered products; Ex.A6, emails sent by the complainant reporting receipt of wrong products and seeking refund or replacement; Ex.A7, WhatsApp conversations dated 30.12.2025; Ex.A8, NCH Reply of

opposite party; Ex.A9, Website Listing Screen Shorts; and Ex.A10, email correspondence addressed to the opposite party, dated 29.12.2025.

Despite due service of notice, the opposite party failed to appear before this Commission and did not file its written version within the stipulated time. No representation was made on its behalf on any hearing date; hence, it was set ex parte. In the absence of any rebuttal, the evidence adduced by the complainant remains unchallenged and unrebutted.

From the above material, it is evident that though the complainant ordered Jovan Musk Cologne for Men (88 ML) and Jovan White Musk Cologne for Men (88 ML), the opposite party delivered entirely different products, namely Lomani Body and Soul Eau De Toilette (100 ML) and Roger and Gallet Open Eau De Toilette (100 ML). This clearly amounts to supply of wrong goods, constituting deficiency in service and breach of contractual obligation under the Consumer Protection Act, 2019. The failure of the opposite party to rectify the error by way of refund or replacement, and its insistence on issuing only a conditional credit note with unreasonable terms, further amounts to an unfair trade practice.

Further, the conduct of the opposite party, as reflected from Ex.A7 discloses an attempt to evade liability. The record shows that the products delivered were earlier listed on its website but were subsequently removed after the filing of the complaint, followed by a denial of responsibility. Moreover, the communication dated 30.12.2025 reveals that the opposite party sought to withhold resolution unless the complainant withdrew the

complaint. Such conduct is arbitrary, lacks bona fides, and amounts to an unfair trade practice, as it undermines consumer rights and interferes with the due process of law.

We relied on decision reported in:-

Appeal No.279/2019 (SC) the Hon'ble State Consumer Disputes Redressal Commission, Chandigarh, Myntra Design Private Limited -Vs- Monika Thakur, decided on 29th November, 2019,

“The appellant/opposite party failed to provide due service to the respondent/complainant, as a wrong product was supplied to her against her booking. Instead, the appellant was supposed to replace the wrong colour blazer i.e. Grey blazer, with a black one as per the booking made by the respondent/complainant, and by not doing so, it was not only deficient in rendering service but also indulged in unfair trade practice. It was the bounden duty and responsibility of the appellant/opposite party to assist the respondent/complainant and deliver him Black colour blazer forthwith but it tried to escape its liability one way or the other.

In our considered opinion, the Forum rightly directed the opposite party to refund Rs.1,859/- to the complainant besides payment of lump sum amount Rs.7,000/- towards compensation and litigation expenses.”

It is a settled principle that once consideration is paid, the seller is bound to deliver the exact goods ordered. Failure to do so constitutes a breach of contract. In the present case, the complainant, having paid Rs.2,479/-, did not receive the ordered goods and is therefore entitled to refund of the said amount. Further, considering the inconvenience, hardship, and mental agony caused, the complainant is also entitled to reasonable compensation. However, the compensation claimed appears excessive and requires

moderation, and the prayer for heavy penalty is not warranted in the facts of the case.

Having regard to the conduct of the opposite party in delivering incorrect products, denying refund, imposing unfair conditions, and attempting to mislead the complainant, this Commission holds that the opposite party has indulged in clear deficiency in service and unfair trade practice. Accordingly, the opposite party is liable to refund the cost of the product and to pay compensation for the mental agony and inconvenience caused to the complainant. Further, considering the nature of the misconduct, the opposite party is also liable to pay punitive damages so as to deter such practices and prevent recurrence in future.

8. In the result, the complaint is partly allowed. The opposite party is directed to refund a sum of Rs.2,479/- (Rupees two thousand four hundred and seventy nine only) to the complainant. The opposite party is further directed to pay a sum of Rs.20,000/- (Rupees Twenty Thousand only) towards compensation for mental agony, inconvenience, and harassment, and Rs.5,000/- (Rupees Five Thousand only) towards litigation costs. The opposite party is further directed to pay a sum of Rs.2,00,000/- (Rupees Two Lakh only) as punitive damages, which shall be credited to the National Consumer Welfare Fund maintained by Government of India. The opposite party shall comply with this order within 45 days from the date of receipt of this order,

failing which the awarded amount shall carry interest at the rate of 12% per annum thereafter till realization.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 1st day of May, 2026.

**Sd/-
WOMEN MEMBER**

**Sd/-
MALE MEMBER**

**Sd/-
PRESIDENT**

APPENDIX OF EVIDENCE
Witnesses Examined

For the complainant:-Nil

For the opposite party:-Nil

List of exhibits marked for the complainant:-

Ex.No.	Date/Year	Description	Remarks
A1	15.11.2025	Order Confirmation/Invoice issued by Perfume 24X7.com for order No.P24738293/Shipment ID 76700423612, evidencing purchase of Jovan Musk Cologne for Men (88 ML) and Jovan White Musk Cologne for Men (88 ML).	Self attested photo copy
A2		Payment Confirmation/Invoice for Rs.2,749/-.	Self attested photo copy
A3	17.11.2025	Courier Tracking Details.	Self attested photo copy
A4	21.11.2025	Un-boxing Video Recorded (Pen Drive).	Self attested photo copy
A5		Photographs/Screen-shorts extracted from the un-boxing video showing delivery of Lomani Body and Soul Eau De Toiletter (100 ML) and Roger and Gallet Open Eau De Toilette (100 ML) instead of the ordered products.	Self attested photo copy
A6	21.11.2025	E-Mails sent by the complainant to the opposite party reporting receipt of wrong products and requesting refund or replacement.	Self attested photo copy
A7	30.12.2025	WhatsApp Conversations between the complainant and opposite party.	Self attested photo copy
A8		NCH Reply of opposite party.	Self attested photo copy

A9		Website Listing Screen Shorts.	Self attested photo copy
A10	29.12.2025	E-Mail sent by the complainant to opposite party owner Mr.Dhiraj Kumar Pillay.	Self attested photo copy

List of exhibits marked for the opposite party:- Nil

**Sd/-
WOMEN MEMBER**

**Sd/-
MALE MEMBER**

**Sd/-
PRESIDENT**

Pronounced on:-**01.05.2026**

Copy to:-

Copy made ready on _____ :

Copy dispatched to Complainant
and Opposite parties on _____ :