

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, AT ADILABAD

Date of Filing: 02.12.2025.
Date of Disposal: 11.03.2026.

Present: Sri.Jabez Samuel, President.
Smt.Ch.Sandhya Reddy, Member.
Sri.R.Narayan Reddy, Member.

C. C.No.187/2025.

Between:

Rathod Swasthik, 1-4-176/12/B/1,
Food Bank Road, Adarsh Nagar, Nirmal – 504 106.
Telangana, India.

...Complainant

//And//

1. Flipkart Internet Private Limited, Alyssa,
Begonia & Clover, Embassy Tech Village,
Outer Ring Road, Devarabeesanahalli village,
Varthur Hobli, Bengaluru, Karnataka – 560103.
Represented by its Authorized Signatory.

2. Consulting Rooms Private Limited, Office No.1106-1107,
11th floor, Kailash Building, 26 Kasturba Gandhi Marg,
Connaught Place, New Delhi – 110001.
Represented by its Authorized Signatory.

...Opposite Parties.

Wednesday, the 11th day of March 2026.

This C.C. coming up before us for final hearing on 02.03.2026 in the presence of Party In Person, Nirmal for complainant and Set.Ex-Parte, for Opposite Party No.1 & 2 and the matter having stood over for consideration till this day, this Commission made the following.

ORDER

(Sri.Jabez Samuel, President)

This complaint is filed by the Complainant under Section 35 of Consumer Protection Act, 2019 praying to direct the Opposite Parties to refund the total amount of Rs.8,398/- (Rupees Eight thousand three hundred and Ninety eight only) paid by the complainant for the Qubo Q600 Air Purifier together with interest @ 18% p.a. from the date of payment until realization. Award compensation of Rs.2,00,000/- (Rupees two lakhs only) deliberate concealment and misrepresentation, mental agony, physical discomfort and procedural harassment, delay and denial of redressal, punitive damages for systemic misconduct and litigation and evidentiary expenses along with interest @ 12% p.a. from the date of filing of this complaint until payment.

Brief facts of the complaint:-

1. The complainant purchased a Qubo Q600 Air Purifier from Flipkart Internet Private Limited, an online marketplace on 02.10.2025, for a total price of Rs.10,399/-. A debit card discount of Rs.2,100/- was applied and Rs.99/- was charged towards Flipkart Protect Promise, bringing the net payable amount to Rs.8,398/-. The product was advertised and sold under the seller name Omni Tech Retail and full payment was made by the complainant through Flipkart's secure online payment system. The Produce reached Flipkart's delivery hub at Nirmal District on 5th October 2025 and was delivered on 16th October 2025 under Flipkart's Open Box delivery service. The complainant purchased a Qubo Q600 Air purifier from Flipkart Internet Private Limited on 2nd October 2025 for a total consideration of Rs.8,398/- (after a Rs.2,100 debit card discount and Rs.99/- Flipkart Protect Promise Fee). The product reached the complainant's city on 5.10.2025 and was delivered on 16.10.2025. However, the product supplied was a Qubo Q500 instead of the Qubo Q600 ordered, amounting to a defect Under Section 2(11) of the Consumer Protection Act, 2019, as the goods failed to conform to the contracted specifications and quality standards. Upon contacting Flipkart on

16.10.2025 the complainant was informed that the product page now displayed the Qubo Q500 model. In a subsequent grievance call on 19th October 2025, a Flipkart grievance officer (Anjali Sharma) admitted that the product listing had been altered after purchase, demonstrating a deliberate post-sale manipulation and unfair trade practice within the meaning of Section 2(47) and Rule 5 (4) of Consumer Protection (E-Commerce) Rules. The invoice was issued in the name of Consulting Rooms Private Limited, while the product page at the time of purchase displayed Omni Tech Retail as the seller. This inconsistency conceals the true contracting party and violates the transparency obligations Under Rules 5 (4) and 5 (5) of the Consumer Protection (E-Commerce) Rules, 2020. Flipkart's grievance team initially approved a replacement but later cancelled it without the complainant's consent, providing contradictory justifications – an oral admission on 22nd October 2025 that the product page was altered and a written claim that the item was “out of stock”. This conduct constitutes deficiency in service Under Section 2 (42) as Flipkart failed to exercise due diligence, ensure policy compliance and provide effective redress despite prior assurance. Owing to the wrongful delivery, post-sale manipulation, concealment of the seller's identity and negligent handling of grievance procedures the complainant suffered mental agony, distress, and loss of time, constituting harm Under Section 2 (22) and warranting compensation Under Section 39 of the Consumer Protection Act 2019. The complainant on 5th October 2025 during the first delivery attempt the complainant observed that the product being delivered was a Qubo Q500 Air Purifier, whereas the order placed was for a Qubo Q600. Invoking Flipkart's Open Box Delivery (OBD) policy, the complainant requested that the delivery be marked as failed due to the visible model discrepancy. However, the delivery personnel refused, stating that the product had to be accepted first and that a replacement could only be raised post-delivery, which directly contradicted Flipkart's stated OBD policy. The complainant immediately reported this violation to Flipkart on the same day. On 13th October 2025, Piyush Patel from

Flipkart's Assurance Desk acknowledged the complaint and assured the complainant that a replacement would be issued once the product was received, effectively confirming Flipkart's awareness of the mismatch prior to delivery. On 16th October 2025 following delivery the complainant discovered that the product page had been altered to display "Qubo Q500" instead of "Qubo Q600" indicating post-sale manipulation of the listing intended to conceal wrong delivery. When the replacement request was raised, the complainant explicitly informed Flipkart that the product page had been altered after purchase and that any replacement should be for the original "Qubo Q600" model. Despite this disclosure, Flipkart proceeded to arrange a replacement for the Qubo Q500 model, confirming that it acted with full knowledge of the ongoing misrepresentation. On 19th October 2025 during a grievance call with Anjali Sharma, Flipkart's representative further stated that "the seller can change everything whenever and however they want", effectively admitting Flipkart's awareness of the listing manipulation and its unwillingness to rectify it. On 22nd October during a follow-up call with Sarthak from the Grievance Desk, Flipkart unilaterally cancelled the replacement without the complainants consent, citing the product page alteration as the reason, even though Flipkart had arranged the replacement knowing of this alteration. This act of contradiction and concealment was compounded by a false written claim that the cancellation occurred due to the product being "Out of stock". These actions collectively demonstrate deficiency in service Under Section 2(42) of the Consumer Protection Act, 2019 procedural obstruction and a willful unfair trade practice Under Section 2(47) and Rule 5(4) of Consumer Protection (E-Commerce) Rules 2020 aggravated by violations of the grievance handling obligations under Rule 7(3) of the Consumer Protection (E-commerce) Rules 2020.

2. Upon receipt of notice the Opposite Party No.1 & 2 failed to appear after stipulated time granted. Hence Set.Ex-Parte on 29.12.2025.

FINDINGS & CONCLUSION:-

3. During Enquiry the complainant filed his Evidence Affidavit along with documents filed and marked as Ex.A-1 to Ex.A-4 and reported no further evidence hence the evidence of complainant is closed. Thereafter the Opposite Party No.1 & 2 is Set.Ex-Parte.

4. Now the points for consideration are:

- a). Whether the complainant is consumer and entitled for the relief of claim as prayed for?
- b). If so, To what extent?

5. Heard. Perused the pleadings in the complaint we see that on 02.10.2025 the complainant purchased a "Qubo Q600" Air purifier from the Opposite Party (Omni Tech Retail) further we see on 05.10.2025 the product was delivered under open box delivery scheme which is not a dispute, but the dispute is the complainant on seeing the product it was Q500 but not Q600 further the complainant requested to mark as delivery failed but the delivery personnel refused to do so. We see the complainant after taking delivery of the product raised a replacement but not done not considered by Opposite Party.

6. The complainant raised the issue before Opposite Party who did resolve the issue and made the complainant suffer immensely. This act of Opposite Party certainly lead to unfair trade practice and deficiency of services. All these communications were transacted through E-mail sent and the Opposite Party replied is clear to understand the agony of the complainant. We opine to see that the complainant made a Audi graphic documentation on 13.10.2025 the product was replaced. We also see the section 2(10) C.P. Act 2019 defines defect of the defective product.

7. We unable to see that the Opposite Party failed to appear even after receipt of the notice from this Commission for the best reasons known to the them, further strictly following the laws prevailing in C.P. Act we did not grant more time and the Opposite Party was Set.Ex-parte. We also see the Opposite Party reflecting their conduct that there is no point for them to appear and contest the matter.

8. The Complainant contends that the Opposite Party on 02.10.2025 the total price projected for the product is Rs.10,399/- further a Debit card discount of Rs.2,100/- and Rs.99=00 was charged towards flipkart protect promise and finally a net amount of Rs.8,398/- paid. We see the Opposite Parties failed to exercise due diligence and also failing to redress the complaint in time is justified and tenable. We also see the unpleasant interactions with the delivery personnel of Opposite Parties, the Complainant airs out his agony that the air purifier product was purchased out of medical necessity due to the complainant allergy, dust and sensitivity especially during the Diwali Festival period when the air pollution was severe which lead to the complainants deterioration of health conditions perfect seen due to the negligence attitude of the Opposite Parties.

9. We opine to see that the Opposite Parties procedural unfairness projected which is crystal clear to understand on facts and under the eye of laws we examined meticulously the documentary evidence which are marked as Ex.A-1 to A-4 proves beyond doubt the suffering of the complainant. However we see the compensation sought is highly exorbitant and cannot be granted in full but in part. In view of the facts and circumstances stated supra we are of the considered opinion to part with justice and inclined to favour the complainant as the complainant case is a fit case and pass orders favouring complainant accordingly.

10. In the result the complaint is allowed. The Opposite Parties are directed them to pay Rs.8,398/- (Rupees Eight thousand three hundred and Ninety Eight only) along with interest @ 12% per annum. We grant compensation of Rs.1,51,000/- (Rupees One Lakh and Fifty one thousand only) the cost of the complaint being Rs.7,000/- (Rupees Seven thousand only). Time for compliance within (45) days from the date of this order.

Dictated to Steno, transcribed by her, corrected by us and pronounced in the Open Commission on the 11th day of March, 2026.

Sd/-
MEMBER

Sd/-
MEMBER

Sd/-
PRESIDENT

Appendix of Evidence
Witnesses Examined

Proof Affidavit of complainant.

-Nil-

Exhibits Marked

On behalf of Complainant

On behalf of Opp.Parties.

Ex.A1: Photo copy of Invoice showing as Consulting Rooms Private Limited.

Ex.A2: Photo copy of Email Correspondence regarding replacement and listing alteration.

Ex.A3: Copy of Call Summary Correspondence.

-Nil-

Ex.A4: Photo copies of Call recordings dated 13,16, 19 and 22 October 2025. Photo copies of Transcript summaries of the above calls.

Sd/-
MEMBER

Sd/-
MEMBER

Sd/-
PRESIDENT