

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, PUDUCHERRY**

**Date of Institution: 26.12.2025
Date of Final Hearing: 28.04.2026
Date of Pronouncement: 30.04.2026**

COMPLAINT CASE No. 15/2026

IN THE MATTER OF

P.Sundarakumara Manikandan
S/o. K.Paramasivam (26 Years)
No.1A, Sankaradoss Swamigal Nagar,
3rd Cross street,
Lawspet, Puducherry – 605 008.
Complainant
(Party in Person)

....

Vs.

The Propreitor,
Briyani & Co.
MG Road, Muthialpet,
Puducherry – 605 003.
party
(Remained Exparte)

.... Opposite

CORAM :

Shri. S. Mouttouvel	:	President
Smt. A.S. Suvitha	:	Member
Shri. G. Arumugam	:	Member

Parties Present on the date of final hearing:

Complainant : Complainant (Party in Person) present.
Opposite Party : Set Exparte on 20.04.2024

Per : Smt. A.S. Suvitha, Member

JUDGEMENT

1. The present complaint has been filed by the complainant before this Forum under section 35(1) of the Consumer Protection Act, 2019, alleging defective product, Deficiency in service and Unfair Trade Practice on the part of the opposite parties and has prayed for the following reliefs:

i. Direct the Opposite party to pay Rs.1,30,000/- (Rupees One Lakh Thirty Thousand only) as compensation, detailed as follows:

a) Health risk – Rs.30,000/-

b) Negligence – Rs.50,000/-

c) Advocate Fees – Rs.10,000/-

d) Mental Agony – Rs.40,000/-

ii. Direct the Opposite party to issue a written apology to the complainant

iii. Direct the Opposite party to provide an undertaking that such unhygienic practices will not be repeated in the future

iv. Award costs of the proceedings in favour of the complainant

v. And pass any other order(s) as this Hon'ble Commission may deem fit and proper in the interest of justice.

Brief Facts of the case of the Complainant:

2. The gist of the case of the Complainant is that on 08.12.2025, the complainant along with his friend Mr. Mohammed Niyasudeen visited the Opposite Party's restaurant Biriyani & Co., M.G Road, Puducherry, and consumed biriyani and other food items purchased from the said establishment

and the bill for the food was duly paid. That while consuming the Biriyani, the complainant shockingly discovered a dead insect inside the food served. The presence of a dead insect clearly establishes that the food was prepared and served in a highly unhygienic and unsafe manner, posing a serious threat to the health and safety of consumers and the complainant immediately recorded photographic and video evidence of the contaminated food, which clearly shows the dead insect inside the briyani. According to the complainant, the acts of the Opposite Party amount to:

- i. Deficiency in service under section 2(11) of the Consumer Protection Act, 2019
- ii. Unfair Trade Practice under section 2(47) of the Act
- iii. Sale of hazardous and unsafe food
- iv. Violation of Section 7 of the Food Safety and Standards Act, 2006, which prohibits the sale of unsafe food

3. Due to the negligence of the opposite party, the complainant suffered mental agony, shock, fear of health complications, and loss of trust as a consumer. Serving contaminated food is a punishable offence and the Opposite Party is legally liable for the consequences. Thereafter a legal notice dated 09.12.2025 was issued to the opposite party narrating all the facts and calling upon them to pay compensation and take corrective measures and on receipt of the same though the opposite party has responded to legal notice, they not only

denied all the allegations as against them but also failed to provide satisfactory relief. Since the Complainant had no other options, he approached this commission by filing the present complaint for the redressal of his grievance.

4. Though notice to Opposite Party has been served on them as early as on 17.03.2026, they failed to appear before this commission and file reply version to defend themselves and hence they were set exparte on 20.04.2024.

5. In support of Complainant's case, Complainant has examined himself as CW.1 and Ex.C1 to Ex.C6 were marked as documents and Pen-Drive produced by the Complainant was marked as M.O.1 through him. On the side of Opposite Party, since they were set exparte no one was examined as witness nor any documents were marked.

6. We have perused all the materials available on record and heard the Complainant in person.

7. On perusal of the materials available on record, following points arose for our consideration,

- i. Whether the food served by the Opposite Party was unsafe and contaminated as alleged by the Complainant?
- ii. Whether there is any deficiency in service or unfair trade practice on the part of Opposite Party as alleged by the Complainant?
- iii. To what reliefs the complainant is entitled?

On Point no.(i) & (ii)

Both Points are taken up together as they are interconnected.

8. Since the Opposite Party has remained *exparte*, it becomes the bounden duty of this Commission to independently scrutinize the case on merits and ascertain whether the complaint suffers from any jurisdictional infirmity or is barred by limitation. In this regard, it is observed that the present complaint has been filed well within the period of limitation as prescribed under Section 69 of the Consumer Protection Act, 2019. Further, by virtue of Section 34(2)(d) of the Act, this Commission is vested with the pecuniary and territorial jurisdiction to adjudicate the present dispute. Being satisfied that the complaint is maintainable and does not suffer from any legal defects, we proceed to examine the factual matrix of the case.

9. Upon a careful perusal of the pleadings and documentary evidence on record, it is evident that the Complainant, along with his friend Mr. Mohammed Niyasudeen, visited the restaurant of the Opposite Party on 08.12.2025 and purchased two varieties of Chicken Biryani, namely Hyderabad Red Chicken Biryani (Single) priced at Rs.259/- and Hyderabad Chicken Joint Biryani (Single) priced at Rs.299/-, aggregating to a total sum of Rs.558/-, which is substantiated by Ex.C2 Invoice dated 08.12.2025.

10. The categorical allegation of the Complainant is that, while consuming the said food, he discovered a dead insect in the biriyani served. In order to

substantiate this claim, the Complainant has produced photographic evidence marked as Ex.C2 and video evidence contained in Pen-Drive which is marked as M.O.1. Though the Ex.C2 photographic evidence lacks clarity, the video recording contained in M.O.1 unequivocally reveals the presence of a dead insect, which, upon careful perusal, appears to be a dead fly. The M.O.1 containing the video further establishes that the recording was made within the premises of the Opposite Party's restaurant and that the alleged contaminated food was part-consumed, thereby lending credibility to the Complainant's version that the dead insect was discovered during consumption and it strongly indicates that the contamination existed at the time of serving the food.

11. It is a well-settled principle that food service establishments are under a statutory as well as moral obligation to maintain strict standards of hygiene and cleanliness. In India, such establishments are governed by the provisions of the Food Safety and Standards Act, 2006, and are required to adhere to the standards prescribed under Schedule 4 of the Food Safety and Standards (Licensing and Registration of Food Businesses) Regulations, 2011, which mandate proper sanitation, hygienic handling of food, and maintenance of clean premises. It is apposite to refer that the various Consumer Fora throughout India had consistently held that the presence of Insect in the Food per se constitutes deficiency in service. Furthermore, in *Vikas Mittal Vs. Mosoof Ahamed, 2016 SCC OnLine NCDRC 278, decided on 4th May 2016*, upholding the decision of the Honorable State Consumer Commission, Madhya Pradesh, the Honorable

National Consumer Commission ruled that the presence of contaminants in the food prima facie proves deficiency in service and further emphasized vigilance against counterfeits and protection of innocent consumers. In the case on hand, we note that the presence of a dead fly in the food served to the Complainant which is evident from the video recording contained in the M.O.1 Pen-Drive clearly establishes the fact that the food is unsafe and unfit for consuming and reflects gross negligence in maintaining hygienic conditions. Such an act of the Opposite Party not only violates the consumer's right to safe and quality food but also squarely falls within the ambit of "deficiency in service" as defined under Section 2(11) of the Consumer Protection Act, 2019 which read as follows:

"deficiency means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed in relation to any service and includes-----

- (i) any act of negligence or omission or commission by such person which causes loss or injury to the consumer; and***
- (ii) xxxx***

12. We also note that the despite due service of notice in the present proceedings, the Opposite Party has chosen not to appear before this Commission and has failed to contest the matter. No evidence has been adduced on their behalf to disprove the claims of the Complainant. Such intentional

abstention from the proceedings, particularly when serious allegations relating to public health and safety are involved, cannot be treated as a mere procedural lapse but assumes substantive significance. It is a settled principle of law that when a party, having special knowledge of the facts in issue, fails to enter appearance and contest the proceedings, an adverse inference is liable to be drawn against such party. As such, this Commission is constrained to draw an adverse inference against the Opposite Party and we conclude that their conduct not only reflects a lack of diligence in defending the proceedings but also shows a casual, indifferent, and negligent attitude towards consumer grievances.

13. It is further pertinent to note that the Complainant had issued a Ex.C4 legal notice dated 09.12.2025 to the Opposite Party, which was admittedly received by them as evidenced by Ex.C5 Acknowledgement Card. In response, the Opposite Party issued a reply notice dated 12.12.2025 through their counsel which is marked as Ex.C6, wherein they categorically denied the occurrence of any such incident and alleged that the complaint was false and baseless. However, a perusal of Ex.C3 photocopy of the Google Review posted by the Complainant on the web page of the Opposite Party's Restaurant reveals that the Opposite Party had, in fact, acknowledged the incident, tendered an apology, and stated that it was an isolated occurrence while assuring that corrective measures would be taken to prevent recurrence. The contradictory stand taken by the Opposite Party denying the incident in the Ex.C5 Reply Notice while admitting and apologizing for the same in the public domain as

evidenced by Ex.C3 clearly demonstrates inconsistency and undermines their credibility. Such conduct reflects a casual and indifferent attitude towards consumer grievances.

14. We further note that, though the Complainant has alleged adoption of an Unfair Trade Practice on the part of the Opposite Party, no cogent or credible evidence has been adduced to substantiate the said allegation. It is a well-settled proposition of law that an allegation of unfair trade practice must be specifically pleaded and strictly proved by placing adequate material on record. In the absence of such proof, a mere bald assertion cannot be accepted, and the said contention is liable to be rejected.

15. In view of the discussions above we are of the unanimous opinion that the Complainant has successfully established that the food served was contaminated and unsafe, thereby constituting deficiency in service as defined under Section 2(11) of the Consumer Protection Act,2019.

On Point no.iii

16. Having held that the Opposite Party is guilty of deficiency in service by serving contaminated and unsafe food, the next question that arises for consideration is the quantum of compensation to be awarded to the Complainant. In this regard we note that it is an admitted fact that the Complainant had discovered a dead insect in the food served to him. Such an incident, by its very nature, is capable of causing not only immediate disgust and mental shock but also a reasonable apprehension of health risks. The act of

serving contaminated food strikes at the very root of consumer safety and dignity. However, at the same time, we note that there is no material on record to show that the Complainant suffered any actual physical injury, illness, or long-term medical consequences as a result of the said incident. Therefore, while compensation for mental agony and inconvenience is certainly warranted, the same must be reasonable and proportionate. Further, the claim of the Complainant under various heads such as “health risk” and “negligence” cannot be treated as independent heads for separate monetary compensation in the absence of proof of actual damage and moreover, Compensation under the Consumer Protection Act is primarily compensatory and not punitive, unless circumstances warrant otherwise. Hence, taking into consideration of the facts and circumstances of the case and the conduct of the Opposite Party, particularly their contradictory stand denying the incident in their legal reply while admitting and apologizing for the same in a public platform coupled with their failure to contest the proceedings before this Commission, we are of the considered opinion that awarding reasonable compensation for mental agony and deficiency in service. would serve the interest of justice.

17. In view of the above discussions, we direct the Opposite Party to pay a sum of Rs.10,000/- to the Complainant as compensation for the deficiency in service and also for the mental agony, physical hardships and other sufferings sustained by him and we also fix an amount of Rs.3,000/-(Rupees Three Thousand only) towards litigation expenses which shall be paid by to the

Complainant by the Opposite Party. The Opposite Party is further directed, as a measure of goodwill, to provide the Complainant with 10 (ten) plates of Hyderabadi Chicken Biryani, which shall be freshly prepared and served in compliance with the hygienic and safety standards under the Food Safety and Standards Act, 2006 and the relevant Regulations, calculating two plates per week for five consecutive Sundays on free of cost, commencing within two weeks from the date of receipt of this order. The Point no.(iii) is answered accordingly.

18. In the result, the Complaint is partly allowed in terms of our order as follows,

- i. The Opposite Party is directed to pay a sum of Rs.10,000/- (Rupees Ten Thousand only) to the Complainant as compensation for deficiency in service as well as for the mental agony and physical hardships sustained by him due to the deficiency in service on the part of them
- ii. The Opposite Party is directed to pay a sum of Rs.3,000/- (Rupees Three Thousand only) towards litigation costs.
- iii. The Opposite Party is further directed, as a measure of goodwill, to provide the Complainant with 10 (ten) plates of Hyderabadi Chicken Biryani, which shall be freshly prepared and served in compliance with the hygienic and safety standards under the Food Safety and Standards Act, 2006 and the relevant Regulations, calculating two plates per week

for five consecutive Sundays on free of cost, commencing within two weeks from the date of receipt of this order.

iv. The Opposite Party shall comply the order passed herewith by paying the amount mentioned in serial no.(i) & (ii) within a period of 30 days from the date of receipt of this order, failing which the amount shall carry interest at the rate of 6% per annum from the date of receipt of this order till full quits.

19. Applications pending, if any, stands disposed of in terms of the aforesaid judgement.

20. A copy of this judgement be provided to all the parties free of costs as mandated by the Consumer Protection Act. 2019.

21. The judgement be uploaded forthwith on the website of the Commission for the perusal of the parties.

22. File be consigned to record room along with a copy of this judgement.

Dated this the 30th day of April 2026

**Sd/-
(S.Moultouvel)
President**

**Sd/-
(A.S.Suvitha)
Member**

**Sd/-
(G.Arumugam)
Member**

COMPLAINANT'S WITNESS:

CW.1 28.04.2026 P. Sundrakumara Manikandan (Complainant)

OPPOSITE PARTY' WITNESS: Nil

COMPLAINANT'S EXHIBITS

- Ex.C1: 08.12.2025: Photocopy of the bill issued by the opposite party to the complainant
Ex.C2: 08.12.2025: Photocopy of the Contaminated food taken on spot
Ex.C3: 26.02.2026: Photocopy of the Google Review posted by the Complainant
Ex.C4: 09.12.2025: Photocopy of the legal notice sent to the opposite party by the complainant
Ex.C5: 10.12.2025: Acknowledgment card that the opposite party has received the legal notice
Ex.C6: 12.12.2025: Photocopy of the reply notice sent by the opposite party to the complainant

OPPOSITE PARTY'S EXHIBITS : NIL

LIST OF MATERIAL OBJECT:

M.O.1:: Video Recording showing the presence of dead insect in the food
(Biryani) copied in a pendrive

**Sd/-
(S.Moultouvel)
President**

**Sd/-
(A.S.Suvitha)
Member**

**Sd/-
(G.Arumugam)
Member**