

6/2026

GOVERNMENT OF JAMMU & KASHMIR
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
BARAMULLA/BANDIPORA

Coram: -

1. Peersada Qousar Hussain

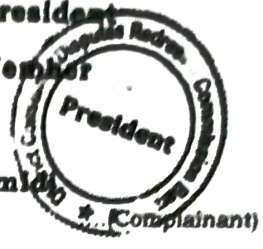
..... President

2. Ms Nyla Yaseen

..... Member

Consumer Complaint No: 12/2025

Muzamil Traders (proprietor Muzamil Hamid)



Versus

M/S Indigo Paints Limited.

.... (opposite parties)

Date of Institution: 02-07-2025

Date of Decision: 29-04-2026

Appearing Counsel:

For the Complainant: - Adv. Syed Mubashir

For the OP:- Asst. Sales Manager Mr. Javed Ahmad Bhat

Judgement

The complainant is a permanent resident of J&K. The complainant contends that he has been running a business of paints and allied products for many years and has earned great goodwill in the market regarding his services. The OPs approached the complainant through their salesman for purchasing the products, and the complainant purchased the products through the salesman and regional managers. However, after some time, when the business was running smoothly, certain defects came to the notice of the complainant. Consequently, the complainant approached the OPs, who promised the complainant the supply of standard quantity and high-quality products with a guarantee.

However, when the products were used, certain queries and questions were raised regarding the quality and standard of the products. Resultantly, the complainant stopped the payments. The complainant further alleged that the products supplied by the OPs were of poor quality despite the higher cost. The contention of the complainant is further that he had purchased products worth Rs. 9 lakh, of which an amount of Rs. 1,35,000/- remained pending after opening the products. The complainant had posted verdicts to the OPs through e-mail and other electronic media. He requested the OPs to take back the products, but everything went in vain.

Moreover, the OP, namely Kafeel Khan, approached the complainant's shop and agreed to resolve the issue; however, no heed was paid, which caused heavy loss to the complainant's business, as the clients were approaching the complainant daily with requests to fulfil the required quantity of the products.

The complainant further alleges that the defective products were worth Rs. 10 lakh. The complainant had done business of lakhs of rupees, and the OPs failed to maintain the quality and standard and indulged in unfair trade practice, which constrained him to approach the District Consumer Disputes Redressal Commission, Baramulla, for redressal of his grievances.

Notice Was Issued

Upon service of notice, the OPs submitted their written version contending therein that the complaint is not maintainable, as the transaction between the complainant and the OP is purely of a commercial nature. The complainant does not come within the purview of the Consumer

Protection Act. The OPs further contended that the complainant is engaged in business activity and cannot be treated as a consumer; therefore, the complaint is not maintainable. The OPs had supplied the products to the complainant on credit. It appears that he intends to dupe the legitimate dues of the OPs.

OP No. 1 is a reputed public limited company engaged in the business of manufacturing paints and allied products and has great goodwill for manufacturing high-quality paints at reasonable rates. The products go through stringent quality check processes before being made available in the market and have gained the confidence of millions of customers. Neither the complainant nor anyone else has lodged any complaint or valid warranty claim with the OPs.

There are prescribed modes of application of paint for durability and quality, and if proper precautions are not taken or there is an error in workmanship, the OPs cannot be held liable for any loss. Therefore, no valid warranty claim was lodged with the OPs.

The complainant has furthermore not described the defect or quality issue, and there were no defects in the products. The complainant has also not produced any documents with regard to the claim. As such, all the allegations are denied as false and frivolous. The OPs accordingly prayed for dismissal of the complaint as being not maintainable.

The complainant adduced two witnesses, namely Irshad Ahmad Khan S/o Ab Khaliq Khan and Majid Hassan Pir S/o Ghulam Hassan Pir, besides the complainant as a witness in his own case.

The witness namely Majid Hassan Pir, on cross-examination by Mr. Javeed Ahmad, Assistant Sales Manager of the OPs, stated that he was present at the site where 16 doors were painted and the construction material used was wood, paint, primer, wall putty, and emulsion. He further stated that the main complaint was against the polish.

The complainant, as a witness in his own case, on cross-examination stated that he possessed all the bills of defective stock purchased from the OPs. He further stated that the defect in the material was a manufacturing defect and that the total loss suffered by the complainant was Rs. 1,35,000/-. The complainant further stated that he owed an amount of Rs. 1,04,000/- to the company, which he withheld due to the defective polish provided to him.

The OPs, despite being afforded opportunities to lead evidence, failed to adduce any evidence. Resultantly, the evidence of the OPs was closed.

Points for Determination

The following issues arise for consideration: -

1. Whether the complainant falls within the definition of consumer under the CPA, 2019.
2. Whether the products supplied by the OPs were defective.
3. Whether there was deficiency in service on the part of the OPs.
4. Whether the complainant is entitled to the reliefs claimed.

Findings on Maintainability of the Complaint

The primary objection raised by the OPs is that the complainant is a trader and not a consumer within the definition of consumer.

In this regard, it is pertinent to mention that in accordance with Section 2(7) of the Consumer Protection Act, 2019, a person who purchases goods for resale or for any commercial purpose is generally excluded from the definition of consumer. However, the explanation to the said provision clarifies that commercial purpose does not include use by a person of products bought and used exclusively for the purpose of earning his livelihood by means of self-employment.

In the present case, the complainant is a small shopkeeper carrying on his business on a limited scale to earn his livelihood. There is no evidence on record to show that the complainant is engaged in large-scale commercial activity. Therefore, the complainant falls within the ambit of consumer.

The complainant has produced invoices, photographs of defective paint application, as well as details of customer grievances, which indicate that the paint/products sold and supplied to the complainant failed to perform as expected under normal usage conditions.

Additionally, the OPs have failed to produce any plausible evidence, records, or expert opinion to substantiate that the product was free from defects or that the defects arose due to improper usage.

In consumer proceedings, the standard of proof is preponderance of probabilities, and the evidence produced by the complainant significantly establishes that the paint/products supplied were defective in nature.

Findings

In view of the above facts and circumstances, the OPs are held liable for supplying defective products. As such, the complaint is allowed and disposed of with the following directions: -

1. The OPs are directed to replace the products of the same quality and standard, supplied to the complainant which are unused or, in the alternative, refund the cost of the unused products along with interest at the rate of 10% from the date of purchase till the date of this order.
2. The OPs are further directed to pay an amount of Rs. 1,35,000/- (Rupees One Lakh Thirty-Five Thousand only) as cost of the defective goods supplied to the complainant.
3. The OPs are further directed to pay a sum of Rs. 3,00,000/- (Rupees Three Lakh only) as compensation for loss of goodwill and mental agony.

The OPs shall pay the entire amount within a period of 30 days from the date a copy of this order is served upon them, failing which the entire awarded amount shall carry interest at the rate of 9% per annum from the date of order till realization of the amount.

Order announced

Date: 29-04-2026

Mh
29/04/26
Nyla Yaseen
Member
Member
District Consumer Disputes
Redressal Commission
Baramulla

Peerzada Gousan Hussain
Peerzada Gousan Hussain
President
President
District Consumer Disputes
Redressal Commission
Baramulla

Copy of this Order be provided to the parties for compliance and file be consigned to records after due completion.