

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
SOUTH II  
CONSUMER COMPLAINT NO. DC/AB1/670/CC/216/2024**

PRIYANKA BHARDWAJ

PRESENT ADDRESS - D/O- MR. D. D. BHARDWAJ, HOUSE NO.- 54, NEAR ESCORT HOSPITAL, SARAI JULLENA, P. S.- NEW FRIENDS COLONYSOUTH EAST,DELHI.

SMITA KUMARI ALIAS PREETI SINGH

PRESENT ADDRESS - D/O- MR. TRIVENI PRASAD SINGH, HOUSE NO.- D-11, LEHARI COLONY, EAST ARJUN NAGAR, P. S.- FARSH BAZARSOUTH EAST,DELHI.

.....Complainant(s)

Versus

INDIA CAKES PRIVATE LIMITED

PRESENT ADDRESS - FF-7, FIRST FLOOR, NORTH BLOCK, SACRED WORLD MALL, WANOWRIESOUTH EAST,DELHI.

.....Opposite Party(s)

**BEFORE:**

**MONIKA AGGARWAL SRIVASTAVA , PRESIDENT  
RITU GARODIA , MEMBER**

**FOR THE COMPLAINANT:**

NEMO

**FOR THE OPPOSITE PARTY:**

NEMO

**DATED: 08/05/2026**

**ORDER**

**CONSUMER DISPUTES REDRESSAL COMMISSION – X**

**GOVERNMENT OF N.C.T. OF DELHI**

**Udyog Sadan, C – 22 & 23, Institutional Area**

**(Behind Qutub Hotel)**

**New Delhi – 110016**

**Case No.:216/24**

**1. PRIYANKA BHARDWAJ**

**D/o Mr. D. D. Bhardwaj,**

**House No.- 54, Near Escort Hospital, Sarai Jullena,**

**P. S.- New Friends Colony,**

**South-East District,**

**Delhi-110025**

**2. SMITA KUMARI alias PREETI SINGH**

**D/o Mr. Triveni Prasad Singh,**

**House No.- D-11, Lehari Colony,**

**East Arjun Nagar,**

**P. S.- Farsh Bazar, East District,**

**Delhi- 110032 .**

**.....COMPLAINANTS**

**VERSUS**

**INDIA CAKES PRIVATE LIMITED**

**FF-7, First Floor, North Block,**

**Sacred World Mall, Wanowrie,**

**Pune,**

**Maharashtra- 411040**

**.....OPPOSITE PARTY**

**Date of Institution-04.06.2024**

**Date of Order- 08.05.2026**

**ORDER**

**RITU GARODIA-MEMBER**

1. The Complaints pertains to deficiency of service and unfair trade practice on part of OP.
2. Facts as stated in the complaint are that the complainants placed an online order for a birthday cake for their *nani* on 09.02.2024 at 11.40 a.m. on official online e-commerce website of OP. The cake was a *Pineapple Cake Half Kg with 6 Mix Roses Bunch* to be delivered on the same day with message '*Happy Birthday Nani*'. The cake was to be delivered to Mr. Mukesh Singh at village Gharkhare, Sultanpur District, Uttar Pradesh.
3. It is stated that OP's official online e-commerce website advertises express warranty as follows:  
  
*'FREE SAME DELIVERY ACROSS INDIA FROM 18 YEARS'*
4. It is stated that the complainant received an acknowledgment at 11.41 a.m from OP on the same day, requesting payment of Rs.756/-. The complainant paid at 11.41 a.m. through UPI on the payment link available at OP's website. The complainant received another email providing an invoice number and order number at the same time.
5. It is stated that at 11:57 a.m. on the same day, the complainants received an e-mail from OP demanding extra delivery charge of Rs.275/-. Thereafter, the complainant sent an e-mail at 12:24 and 12:32 p.m. for cancellation and refund. The complainant telephonically contacted OP at 01:20 p.m. for cancellation and refund.

6. It is stated that the complainant paid additional consideration to OP via UPI at 01:32 p.m. towards extra delivery charge. The complainant did not receive any invoice. The complainant also contacted OP telephonically at 01:41 p.m. enquiring about the delivery of the cake.

7. It is stated that at 6:31 p.m., the complainants received an e-mail from OP stating the following:

*“The said order is processed for delivery”*

8. It is stated that at 9:02 p.m., the complainants telephonically contacted OP. It is alleged that OP informed the complainant about non-delivery of the product as the delivery address was distantly located and refund was in process.

9. It is stated that on 10.02.2024 at around 11:03 a.m., the complainants wrote an e-mail for cancellation and refund.

10. On 11.02.2024 at 4.45 p.m., the complainants received an e-mail as follows:

*“This is regarding order you placed. Our delivery person had call for delivery at the delivery address. Your receiver had not accept the order. Your order had been attempted. As it will be treated as delivered and no refund will be done.*

10. The complainants objected to the said e-mail on the same day by another e-mail. On 14.02.2024, the complainants registered a complaint in the National Consumer Helpline vide docket no.5475640.

12. It is stated that on 26.02.2024, OP reiterated their denial in the National consumer helpline as follows:

*“The order was for Valentine’s week. There is issue with sender and receiver and receivers’ family rejected the delivery and refused to accept the order. Since our product cake is perishable item, it was wasted. As per delivery policy and terms and conditions mentioned on website, if the order is refused or rejected by the receiver the, the said order is treated as delivered.*

13. The complainants pray for refund of Rs.756/- with delivery charges of Rs.275/-, Rs.20,000/- towards harassment and Rs.10,000/-towards legal consultation.
14. Notice was issued to OP but none appeared. OP was proceeded ex parte vide Order dated 20.12.2024.
15. The complainant No.1 has filed her evidence and has exhibited the following documents:
  - i) Copy of transcript certificate of video recording is exhibited as Ex.CW-1/1A.
  - ii) Copy of the Hash Report of the digital video record is exhibited as Ex.CW-1/1B.
16. The complainant No.2 has filed her evidence and has exhibited the following documents:
  - i.) Copy of e-mail is exhibited as Ex. “CW-2/1A”.
  - ii.) Copy of online statement of transaction dated 09.02.2024 is exhibited as Ex. “CW-2/1B”.
  - iii.) Copy of e-mail received at 11:41 a.m. on 09.02.2024 is exhibited as Ex. “CW-2/1C”.
  - iv.) Copy of e-mail received at 11:57 a.m. on 09.02.2024 is exhibited as Ex. “CW-2/1D”.
  - v.) Copy of e-mail at 12:24 p.m. on 09.02.2024 is exhibited as Ex. “CW-2/1E”.
  - vi.) Copy of e-mail at 12:32 p.m. on 09.02.2024 is exhibited as Ex. “CW-

2/1F”.

- vii.) Copy of online statement of transaction is exhibited as Ex. “CW-2/1G”.
- viii.) Copy of e-mail received at 06:31 p.m. on 09.02.2024 is exhibited as Ex. “CW-2/1H”.
- ix.) Copy of e-mail sent on 10.02.2024 is exhibited as Ex. “CW-2/1I”.
- x.) Copy of e-mail received on 11.02.2024 is exhibited as Ex. “CW-2/1J”.
- xi.) Copy of e-mail sent on 11.02.2024 is exhibited as Ex. “CW-2/1K”.
- xii.) Copy of Hash Report of all e-mail’s printouts is exhibited as Ex. “CW-2/1L”.
- xiii.) Copy of Hash Report of all bank online statement of transaction printouts is exhibited as Ex. “CW-2/1M”.

17. The Commission has considered the documents and correspondence on record.

18. OP vide e-mail dated 09.02.2024 at 11:41 a.m. acknowledged the following order:

*Thank you for your order from IndiaCakes.com. Your payment is pending. Once it is successful, you will get confirmation mail from the Payment Gateway.*

*Your Order # 22112501*

*Placed on Feb 9, 2024, 11:41:39 AM*

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*Shipping – Free on Board*

*Normal Delivery*

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*Pineapple Cake Half Kg with 6 Mix Roses Bunch*

*CJU : IndiaProd20*

*Subtotal .900.00*

*Discount (DIS20) -.180.00*

2.5% SGST+2.5%CGST	.36.00
Charges	.0.00
<b>Grand Total</b>	<b>.756.00</b>

*2. Return /Refund Policy:-*

*2.1 There is no return policy, order once placed and received by the customer, guardian, security guard, reception cannot be returned back at what so ever may be the condition.*

*2.2 In case of cancellation of order by customer for any reason, non-delivery due to unavailability of product at delivery place or remote place orders. Refunds will be issued in form of Coupon Code only.*

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*3.1 Normal Delivery: - All Order are delivered between 11 am till 9 pm in normal delivery time.*

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*3.6 If there is additional delivery charge then additional charges paid for delivery time will be adjusted towards extra delivery charges and difference amount of extra delivery charges link will be sent.*

19. OP vide e-mail at 11:57 a.m. on the same day sent a payment link demanding extra delivery charges of Rs.275/- as the delivery place was far from OP's center. The complainants objected vide e-mails at 12:24 and 12.32 p.m.
20. The account statement of complainant no.2 reflects that Rs.756/- and Rs.275/- were paid on 09.02.2024 through UPI to "To:indiacakes775.rzp@icici/Pay via Razorpay."
21. OP vide e-mail at 06:31 p.m. stated as follows:

*The said order is processed for delivery*

22. The complainant vide an e-mail on 10.02.2024 informed OP that the order had not been delivered despite repeated follow ups. She also requested for refund.
23. OP vide e-mail dated 11.02.2024 gave the following explanation:

*This is regarding which order you placed*

*Our delivery person had call for delivery, at the delivery address.*

*Your receiver had not accept the order.*

*Your order had been attempted.*

*As it will be treated as delivered and no refund will be done.*

24. *The complainant vide e-mail on the same day objected as follows:*

*For your information the delivery person called to just confirm the address he didn't reach out to the mentioned address.*

*And coming to your point, according to you if the delivery person reached there and the receiver didn't accepted(sic) then why you not informed through mail or message and while talking to your customer care why didn't you mentioned That thing. That time you said your address is too far that's why the delivery person is not able to make it. I have all the call recordings.*

25. It is submitted that the complainant has placed on record a pen drive containing an audio recording of a conversation between two individuals. Upon perusal of the said

recording, it is discernible that the delivery personnel had returned without effecting delivery as the delivery location was situated at a considerable distance. It is further heard that the concerned person assured that the refund would be processed. The complainant is also heard inquiring about the lack of response to her repeated calls, to which the person on the other end replied that there ought to be no issue, particularly as the relevant birthday date had already elapsed.

26.It is evident that the complainants had placed an order for delivery of a birthday cake for their grandmother with OP and made an online payment of Rs.756/-. As per the stated refund policy of the Opposite Party, in cases of non-delivery due to the delivery location being remote, the refund is to be issued in the form of a coupon code. The invoice issued reflects a delivery time window between 11:00 a.m. and 09:00 p.m. and does not indicate any additional or extra delivery charges. Relying upon the said terms and representations, the complainants proceeded to make the payment.

27.It is further submitted that, approximately 15 minutes after placement of the order, OP raised a demand for an additional delivery charge of ₹275/-. Such a demand was neither disclosed at the time of placing the order nor at the time of making payment. The complainants, having no viable alternative and being constrained by the urgency of the occasion, initially objected but ultimately paid the said amount. Thereafter, OP communicated via e-mail that the order was being processed for delivery

28.It is submitted that the said product, namely the birthday cake intended for the complainants' grandmother, was never delivered. No prior intimation or communication regarding non-delivery was provided by the OP. The complainants were constrained to repeatedly follow-up with OP through e-mails and telephonic communications.

29.OP vide an e-mail sent after a lapse of two days, alleged that the recipient had refused to accept the order and, on that basis, denied any refund. The complainants have clarified that the delivery personnel had merely contacted them to confirm the address but failed to reach the delivery location. The audio recordings placed on record

corroborate the said fact.

30. In view of the aforesaid, it is evident that despite making full payment and undertaking continuous follow-ups, the complainants neither receive the ordered cake for their grandmother's birthday. Considering the order was placed for special occasion, the lapse assumes special significance.

31. Hence, we find OP guilty of deficiency in service and direct to OP to pay Rs.1,031/- (756+275) with 7% interests. We also award compensation of Rs.2,000/- towards mental and physical harassment Rs.2,000/- towards litigation expenses.

32. OP to make the payment to complainant within 60 days from the date of Order failing which the entire order will carry an interest of 8% from date of order till realization. Order to be uploaded. Copy of Order be sent to parties free of cost and file be consigned to record room.

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**MONIKA AGGARWAL SRIVASTAVA**  
**PRESIDENT**

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**RITU GARODIA**  
**MEMBER**