

Date of Institution : 21.01.2026
Date of Final Hearing : 21.04.2026
Date of Pronouncement : 25.05.2026

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

Monday the 25th day of May, 2026
CONSUMER COMPLAINT No.19/2026

Between:

Shaik Altaf,
S/o. Shaik Abdhul Nabi,
Aged About 28 Years,
H.No. 7/79-a-19-13,
Nabinagar, Nadigadda,
Nandyal- 518501.

...Complainant
(Through: Sri K.Krishna Chaitanya, Advocate)

-Vs-

Firstcry.Com,
Represented by its the Chief Executive Officer,
Registered Office,
Rajashree Business Park,
Plot No.114,Sy.No.338,
Tadiwala Road,
Near Sohrab Hall, Pune-411001.

...OPPOSITE PARTY
(Through: Sri.K.Sudhakar, Advocate)

ORDER

(As Per Sri N.Narayan Reddy, Member, on behalf of the Bench)
CONSUMER COMPLAINT No.19/2026

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

A. Allow the present complaint and hold that the Opposite Party has committed deficiency in service, unfair trade practice and illegal recovery of money under the Consumer Protection Act, 2019.

- B. To refund a sum of Rs.2,130.06/- to the Complainant being the amount illegally withheld after cancellation of the order.
- C. To pay compensation of Rs.5,00,000/- to the Complainant towards mental agony, humiliation, emotional distress, harassment, inconvenience and hardship caused due to the wrongful acts of the Opposite Party.
- D. To pay interest at the rate of 12% per annum on the above amounts from the date of cancellation of the order till the date of realization.
- E. Award litigation costs of Rs.25,000/- in favour of the Complainant for the expenses incurred in pursuing this complaint
And
- F. Pass such other or further orders as this Hon'ble Commission may deem fit and proper in the interest of justice and consumer welfare.

2. The case of the complainant in brief runs as follows:- The Complainant is a resident of Nabinagar, Nadigadda, Nandyal. The Opposite Party is FirstCry.com, represented by its Chief Executive Officer, Pune.

The Complainant placed an order on FirstCry.com on 01.12.2024 for a children's tricycle and paid an amount of Rs.2,130.06/-. The payment was successfully debited. However, on the very next day, the Opposite Party cancelled the said order without assigning any reason or issuing any prior notice. Despite such cancellation, the amount paid by the Complainant was not refunded.

Upon contacting customer care, the Complainant was informed that the said amount had been adjusted against a previous order placed in the year 2023, alleging that a wrong product had been returned in that transaction. The Complainant denied the said allegation and asserted that the earlier return had been duly accepted after pickup and warehouse quality verification, in

accordance with the Opposite Party's own policy. At no point of time was any email, call, or written communication issued to the Complainant alleging a wrong return in respect of the earlier transaction.

In spite of the above, the Opposite Party unilaterally and illegally recovered the amount of Rs.2,130.06/- by cancelling the fresh order. No proof whatsoever has been furnished to substantiate the allegation of wrong return. Further, even in its reply before the National Consumer Helpline, the Opposite Party admitted that refunds in respect of the earlier order had already been processed, but subsequently took a contradictory stand by alleging a wrong return and adjusting the amount from the new order. Till date, the Complainant has neither received the ordered tricycle nor the refund, thereby suffering financial loss and mental distress.

By cancelling a valid order, withholding the refund amount, and arbitrarily branding the Complainant as a "fraud" in its internal system without issuing any notice, conducting any inquiry, or providing any supporting material, the Opposite Party has acted in a wholly unjust, arbitrary, and unlawful manner. Such conduct amounts to defamation, deficiency in service, and an unfair trade practice. Hence, the present complaint is filed seeking refund of the amount, compensation, and other appropriate reliefs for the wrongful acts committed by the Opposite Party.

The acts of the Opposite Party constitute deficiency in service on the following grounds: The acts of the Opposite Party, as alleged, constitute illegal cancellation of a valid and fully paid order without assigning any reason, coupled with failure to refund the amount even after such cancellation. Further, the Opposite Party

is stated to have unlawfully recovered and adjusted the said amount from a subsequent transaction in relation to an alleged dispute pertaining to an earlier order, without any lawful justification. It is also alleged that the Opposite Party violated its own refund policy, which permits processing of refunds only after due warehouse quality verification. Moreover, no notice was issued, nor any proof furnished, and no opportunity of hearing was provided to the Complainant before arbitrarily branding him as a “fraud.” Such conduct, taken cumulatively, is alleged to be arbitrary, unfair, and coercive in nature, resulting in financial loss, mental agony, and harassment to the Complainant. Hence, this complaint.

3. The Opposite Party contended that the complaint is not maintainable either in law or on facts and is liable to be dismissed in limine, on the ground that the complaint has been filed by Mr. Shaik Altaf, whereas the orders and invoices stand in the name of Mr. Sameer Basha Bamri, who, according to the Opposite Party, is the actual consumer.

The Opposite Party submitted that Order No.22302987RFG82AC3B0 dated 14.03.2023 was placed on the FirstCry platform for the purchase of six products. Subsequently, return requests were raised for three products, namely, Mattel Masters of the Universe Toy, Babyhug 3-Tier Toy Organizer, and Fisher Price Lights & Learning Elephant. It is stated that the said products were duly delivered and that refunds were processed after the return requests were approved and the pickups were completed.

It was further contended that, at the relevant point of time in the year 2023, there was no system of photographic verification or security checks

during the pickup of returned items. According to the Opposite Party, upon subsequent warehouse verification, it was discovered that the User had returned products that were not FirstCry products (“Non-Original Products” or “NOP”) instead of the original products delivered. The Opposite Party alleged that the returned items did not match the original products in terms of tags, barcodes, and physical characteristics, thereby indicating a fraudulent return intended to obtain wrongful refunds while retaining the genuine products.

The Opposite Party further submitted that, upon detection of the alleged fraudulent activity, its internal fraud detection system triggered the cancellation of the subsequent order dated 01.12.2024 relating to the Dash Star Duke Tricycle valued at Rs.2,130.06/-. It is stated that the said amount was adjusted/recovered towards the alleged loss caused by the earlier fraudulent returns, and the order was internally flagged as a “Fraud User Order Cancel”. User was informed through customer care on 07.12.2024 regarding the reason for cancellation and recovery of the amount. Finally, the Opposite Party asserted that its actions were bona fide, in accordance with its internal policies and verification procedures, and denied any deficiency in service or unfair trade practice. Prayed for dismissal of the complaint without costs.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A7 are marked. The opposite party filed sworn affidavit and Ex.B1 and Ex.B2 are marked.

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

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: The complainant placed an order on FirstCry.com on 01.12.2024 for a children's tricycle and paid Rs.2,130.06/- through PhonePe. Ex.A1 evidences the placement of the order and Ex.A2 evidences the payment. As per Ex.A3, the order was cancelled on 02.12.2024. Ex.A4, the Refund Policy of FirstCry.Com, stipulates that refunds are initiated only after receipt of the returned product and completion of quality checks. Ex.A5 is the complaint lodged before the National Consumer Helpline on 20.12.2024. Ex.A6 is the reply of the opposite party dated 07.01.2025, wherein it was stated that in a previous transaction, three products were returned allegedly incorrectly, and therefore the present order was cancelled and the amount of Rs.2,130.06/- was adjusted. Ex.A7 reflects the complaint status as "Cancelled" and marked as "Fraud Order."

To substantiate their defence, the opposite party filed Ex.B1 relating to an alleged previous transaction in the name of Mr.Sameer Basha Bamri. However, the document is not legible and cannot be relied upon. Ex.B2 is the terms and conditions of the opposite party.

We relied upon the decision reported in:

- 1. Civil Appeal No.1841/2003 (SC)** Supreme Court of India, New Delhi, Maruti Suzuki India Limited –Vs- Rajiv Kumar Loomba & another, decided on 15 July, 2009. “In the present case, conduct of the opposite party is fully covered as unfair trade practice. It is held that the charging of price for the goods not supplied or services not provided amount to "Unfair Trade Practice". This Commission is of the view that the laws cited above are fully applicable to the facts of the present case and the opposite party is found guilty of deficiency in service and unfair trade practice. Hence, present complaint is partly allowed”.

Upon perusal of the record, it is evident that the complainant placed the order on 01.12.2024 and paid the amount, but the order was unilaterally cancelled on the next day without refund or proper explanation. The justification given by the opposite party that the complainant had returned incorrect products in a previous order is unsupported by any cogent evidence. There is no proof establishing that the earlier transaction pertains to the present complainant or that incorrect products were returned. Hence, such conduct amounts to deficiency in service.

The opposite party referred to a different person, namely “Mr. Sameer Basha Bamri,” whereas the complainant is “Mr. Shaik Altaf.” The complainant has produced payment proof and order details establishing his connection with the transaction. In the absence of contrary evidence, the contention that the complainant is a stranger to the transaction is rejected. Further, the opposite party admitted that the earlier returned products were accepted and refunds were processed. Once refunds were issued after verification, it is not open to

the opposite party to later allege that the returned products were incorrect and deny refund in a subsequent transaction. This contradictory stand is arbitrary. As per the refund policy refunds are processed only after verification of returned goods. Therefore, earlier acceptance and refund imply due verification. The subsequent allegation of fraud, without proof, amounts to unfair trade practice.

After the filing of the present complaint before this Commission, it is evident from the material placed on record that the opposite party, through its executive/representative, made repeated attempts to contact the complainant on three occasions. The complainant has substantiated this assertion by filing a memo along with call recordings, which clearly demonstrate that a representative of the opposite party (FirstCry) contacted the complainant and, in unequivocal terms, acknowledged the deficiency in service. During the course of such interaction, the representative proposed a settlement by offering a refund of Rs.2,190/- along with compensation of Rs.15,000/-. However, the complainant, being dissatisfied with the said offer, declined to accept the same. The offer of refund along with compensation made by the opposite party during pre-litigation interaction amounts to an implied admission of deficiency in service, though not conclusive, and strengthens the case of the complainant.

However, despite such clear admission and attempt at settlement, the opposite party has taken a contradictory stand in the present proceedings by contending that the order in question was allegedly placed by a third party and not by the complainant. This plea appears to be a mere afterthought and lacks bona fides, particularly in view of the documentary evidence placed on record

by the complainant. The complainant has filed the relevant order details along with proof of payment receipts, which sufficiently establish that the transaction pertains to the complainant.

The documents filed by the opposite party in support of their defense are unclear and illegible, and hence unreliable. A service provider operating through an online platform is expected to maintain proper and retrievable records. Failure to produce clear evidence cannot defeat a legitimate consumer claim. Thus, the conduct of the opposite party in cancelling the order, withholding the refund, taking inconsistent stands, and marking the order as "Fraud Order" without due process amounts to deficiency in service and unfair trade practice. Such action also affects the dignity and reputation of the complainant, causing mental agony.

The complainant claimed Rs.5,00,000/- as compensation. However, considering the nature of the transaction, amount involved, and extent of harassment, a compensation of Rs.50,000/- is deemed just and reasonable. The opposite party is further directed to refrain from adopting such unfair trade practices in future.

8. In the result the complaint is partly allowed directing the opposite party to pay Rs.2,130/- (Rupees two thousand one hundred and thirty only) along with interest at 9% per annum from the date of order placed (01.12.2024) to till the realization to the complainant. Further the opposite party is directed to pay Rs.50,000/- (Rupees fifty thousand only) towards mental agony and Rs.5,000/- (Rupees five thousand only) toward costs of the case. Further the

opposite party is directed to curb such unfair trade practices. Order to be complied within 45 days of receipt of this order.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 25th day of May, 2026.

WOMEN MEMBER

MALE MEMBER

PRESIDENT'

APPENDIX OF EVIDENCE

Witnesses Examined

For the complainant:-Nil

For the opposite parties:-Nil

List of exhibits marked for the complainant:-

Ex.No.	Date/Year	Description	Remarks
A1	01.12.2024	FirstCry order confirmation / order details for 223029870ADCFF2BE3.	Self AttestedPhoto copy
A2	01.12.2024	Payment transaction receipt/bank statement evidencing payment of Rs.2,130.06/-.	Self AttestedPhoto copy
A3	02.12.2024	Reorder was cancelled by the Opposite Party.	Self AttestedPhoto copy
A4		"Refund Policy" of First Cry.Com which states that "In Case of Returns,	Self AttestedPhoto copy
A5	20.12.2024	Grievance details, Grievance No.6620747.	Self AttestedPhoto copy
A6	07.01.2025	The reply given by the opposite party on the NCH dated, admitting refund of old order and recovery of Rs.2,130.06/- from the Complainant.	Self AttestedPhoto copy
A7	01.12.2024	Consumerhelpline.gov.in.	Self AttestedPhoto copy

List of exhibits marked for the opposite party-

Ex.No.	Date/Year	Description	Remarks
B1		Details of order and transaction records for the order.	Self Attested Photo copy
B2		Terms of Use of the opposite party.	Self Attested Photo copy

WOMEN MEMBER

MALE MEMBER

PRESIDENT

Pronounced on:-**25.05.2026**

Copy to:-

Copy made ready on :

Copy dispatched to Complainant
and Opposite parties on :