

Date of Institution : 13.03.2026  
 Date of Final Hearing : 29.06.2026  
 Date of Pronouncement : 10.07.2026

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL**  
**COMMISSION: KURNOOL**

**Present:** Sri Karanam Kishore Kumar, B.A., B.L., President  
 And

Smt S.Nazima Kausar, PGDBM., M.Com., MBA., B.Ed., Member

**Friday the 10<sup>th</sup> day of July, 2026**

**CONSUMER COMPLAINT No.60/2026**

**Between:**

P.Sravan Kumar,S/o P.Sreenivasulu,  
 Aged 30 Year,H.No.1-1168, Geetha Nagar,  
 Yemmiganur,Kurnool, Andhra Pradesh.

**...COMPLAINANT**

**(Through: Sri RJ Sarveshwar, Advocate)**

**-VS-**

The Manager,Vishal Mega Mart,  
 Airplaza Retail Holding Private Limited,  
 Adoni Bypass Road, Beside Laxman Theatre,  
 Yemmiganur-518360.

**...OPPOSITE PARTY**

**... Absent**

**ORDER**

**(Per Sri Karanam Kishore Kumar, President on behalf of the Bench)**

**CONSUMER COMPLAINT No.60/2026**

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

- a. To pay compensation of Rs.5,00,000/- for mental agony, consequent physical suffering and litigation expenses caused to the complainant.
- b. To pay further compensation as punitive damages against the opposite party for selling expired food items and thereby endangering public health as this Hon'ble Consumer Commission deems fit in the interest of enquiry, justice and good conscience.

2. The case of the complainant in brief runs as follows:- The complainant is a resident of Geetha Nagar, Yemmiganur, Kurnool District. The Opposite Party is Vishal Mega Mart, represented by its Manager, Yemmiganur, Kurnool. The complainant, who is a regular customer of the said store, purchased two packets of Maggi Atta Instant Noodles on 20.03.2025 at about 8:48 P.M. It is his case that after consuming the said noodles on the same night, he developed fever, vomiting, and stomach pain, for which he sought treatment at a nearby hospital, where he was diagnosed with food poisoning.

The complainant submits that he had no prior health issues and, upon examining the remaining packet of noodles, found that the expiry date mentioned thereon was 18.03.2025. Thus, the product had already expired as on the date of sale by the Opposite Party. According to the complainant, the sale of an expired food product amounts to negligence, deficiency in service, and an unfair trade practice. He further alleges that consumption of the expired product resulted in food poisoning, causing him physical suffering, medical expenses, and mental agony.

The complainant further contends that the Opposite Party, by selling expired food items, endangered public health and failed to resolve the issue amicably despite his efforts. Hence, he seeks compensation for the loss and hardship caused due to the negligence of the Opposite Party, and thus filed the present complaint.

3. After receipt of notice from this Commission, Opposite Party did not appear and failed to file its written version. Hence, Opposite Party called absent and set ex parte.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A6 are marked.

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

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 purchased grocery items, including a noodles packet, from the Opposite Party on 20.03.2025 and consumed the same on the same day. After consumption, he developed symptoms such as fever, vomiting, and stomach pain and was diagnosed with food poisoning. On verification, he found that the product was expired prior to sale, and hence alleges negligence, deficiency in service, and unfair trade practice on the part of the Opposite Party.

The complainant filed Ex.A1 is the noodles packet purchased by the complainant, which bears the manufacturing date 18.07.2024 and expiry

date 18.03.2025. This exhibit is relied upon to establish that the product had expired prior to its sale. Ex.A2 is the Tax Invoice issued by Vishal Mega Mart, Yemmiganur, dated 20.03.2025, which evidences the purchase of grocery items, including the noodles packet, by the complainant from the Opposite Party. Ex.A3 is the PhonePe transaction record dated 20.03.2025, which corroborates the payment made by the complainant to the Opposite Party for the purchase of the said items. Ex.A4 is the medical prescription dated 21.03.2025, issued by the treating doctor, which indicates that the complainant suffered from symptoms consistent with food poisoning following consumption of the said product. Ex.A5 is the legal notice dated 15.12.2025 issued by the complainant to the Opposite Party, calling upon them to redress the grievance. Ex.A6 is the consignment/MO postal tracking report, which evidences the service of the legal notice upon the Opposite Party.

The Opposite Party, despite service of notice, failed to appear and contest the matter and was set ex parte. Hence, the evidence adduced by the complainant remains unchallenged.

The conduct of the Opposite Parties in selling expired products cannot be treated as an isolated instance. It gives rise to a serious apprehension that numerous such defective and expired items may have been sold to unsuspecting and innocent consumers. Such acts amount to a grave violation of consumer rights and pose a significant threat to public health and safety.

The medical records produced by the complainant clearly substantiate that he suffered from food poisoning immediately after consumption of the said product. In the absence of any rebuttal evidence from the Opposite Parties, this Commission finds no reason to disbelieve the version of the complainant. The act of selling expired food reflects gross negligence and constitutes a clear deficiency in service, thereby warranting both compensatory as well as punitive action.

This Commission is of the considered view that the amounts collected by the Opposite Parties through the sale of such expired products constitute unjust enrichment at the cost of the general public. Therefore, it is just and proper that such amounts, instead of being retained by the Opposite Parties, be directed to be deposited into the Andhra Pradesh Chief Minister's Relief Fund for the welfare of consumers and the public at large.

Considering the facts and circumstances of the case, the nature and gravity of the negligence involved, the physical suffering and mental agony caused to the complainant, and the necessity to deter such unfair trade practices, this Commission is of the view that the complainant is entitled to appropriate compensation. Further, punitive damages are also required to be imposed in the larger interest of public health and to ensure that such irresponsible conduct is not repeated in future.

8. In the result, the complaint is partly allowed, and the Opposite Party is directed to pay a sum of Rs.25,000/- (Rupees twenty five thousand only)

to the complainant towards compensation for mental agony and a sum of Rs.5,000/- (Rupees five thousand only) towards costs. The Opposite Party is further directed to pay a sum of Rs.2,50,000/- (Rupees Two Lakhs Fifty Thousand only) to the A.P. Chief Minister's Relief Fund as punitive damages for selling expired food products and thereby endangering public health. The Opposite Party shall comply with this order within 45 days from the date of receipt of this order, failing which the entire amount shall carry interest at the rate of 9% per annum from the date of this order till realization.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 10<sup>th</sup> day of July, 2026.

**Sd/-  
WOMEN MEMBER**

**Sd/-  
PRESIDENT**

**APPENDIX OF EVIDENCE**  
**Witnesses Examined**

**For the complainant:-Nil**

**For the opposite party:-Nil**

**List of exhibits marked for the complainant:-**

| <b>Ex.No.</b> | <b>Date/Year</b> | <b>Description</b>                                  | <b>Remarks</b>           |
|---------------|------------------|-----------------------------------------------------|--------------------------|
| <b>A1</b>     |                  | Noodles Packet (Material Object).                   | Original                 |
| <b>A2</b>     | 20.03.2025       | Tax Invoice issued by Vishal Mega Mart, Yemmiganur. | Original                 |
| <b>A3</b>     | 20.03.2025       | Phone Pay Transaction.                              | Self attested photo copy |
| <b>A4</b>     | 21.03.2025       | Medical Prescription.                               | Original                 |
| <b>A5</b>     | 15.12.2025       | Legal Notice.                                       | Office copy              |
| <b>A6</b>     |                  | Consignment/MO Postal Tracking Report.              | Self attested photo copy |

**List of exhibits marked for the opposite party:- Nil**

**Sd/-  
WOMEN MEMBER**

**Sd/-  
PRESIDENT**

Pronounced on:- **10.07.2026**

**Copy to:-**

Copy made ready on :

Copy dispatched to Complainant  
and Opposite parties on :