

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 06.03.2026
Date of final hearing: 24.06.2026
Date of Pronouncement: 06.07.2026

Consumer Complaint No.-DC/18/CC/59/2026
IN THE MATTER OF

Sh. Jugal Kishore S/o Ramesh Chand Sharma Resident of Village
Thamba, PO Gugga Saloh, Tehsil Palampur, District Kangra, H.P.-
176102.

(Through: In person)

.....Complainant

Versus

Reliance Retail Limited Reliance Smart Point Novelty Square,
(Bhawarna) Main Road, Kangra-176 083, H.P.

(Through: Mr. Atul Mohan Singh, Advocate)

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra

Members: Ms. Arti Sood & Sh. Narayan Thakur

Present:- Complainant in person.

Mr. Atul Mohan Singh, Ld. counsel for opposite party.

PER: Mr. Hemanshu Mishra, President:-

ORDER

Facts giving rise to filing of this complaint are that on 26th February 2026, the Complainant purchased a packet of Spicy Korean instant noodles from the retail store of the Opposite Party against Bill/Invoice No.51 PS No R102 after paying the full retail price. The Complainant asserts that the said food product was openly displayed on the retail shelves of the OP's store for sale to general consumers without any indication or warning that it is expired. Upon returning home, the Complainant's minor daughter consumed a small portion of the instant noodles. Shortly thereafter, she began vomiting and felt severely unwell. Suspecting the food

product, the Complainant carefully examined the packaging of the noodles and was shocked to discover that the product had already expired prior to the date of purchase. The act of displaying and selling an expired food consumable constitutes gross negligence, a severe deficiency in service and an unfair trade practice that put the health, safety and life of his child and family at risk. Consequently, the Complainant has filed this complaint praying for refund of the product price, compensation and litigation cost.

2. Upon notice, opposite party(s) appeared through counsel and contested the complaint taking preliminary objection of maintainability. The Complainant has failed to discharge the burden of proof. No medical evidence or laboratory analysis reports have been submitted to prove a direct causal nexus between the consumption of the noodles and the subsequent illness of the child. The OP submits that since the product was a sealed, branded, pre-packaged item complying with FSSAI regulations, with the expiry date clearly printed on the wrapper, it was the duty of the consumer to inspect the product before purchasing. The OP contended that the manufacturer of the branded noodles is a necessary party and the complaint is bad for non-joinder of necessary party. The OP asserted that they have prominently displayed notices in their stores requesting consumers to read product details/expiry dates before billing.

3. The complainant has filed rejoinder denying the contents of the reply filed by opposite party(s) and reiterating those of complaint.

4. The parties were called upon to produce their evidence in support of their contentions and accordingly the parties have adduced their respective evidence.

5. We have heard learned counsel for the parties and also gone through the case file carefully.

6. The undisputed facts are that the Complainant purchased a packet of Spicy Korean instant noodles from the retail store of the Opposite Party on 26th February 2026 via Bill/Invoice No.51 PS No R102 after paying the full price. The core of the matter rests on Annexure C-2, which is the physical wrapper of the noodles showing an explicit expiry date of 28.11.2025. This means the Opposite Party sold a food consumable that had already expired three months prior to the date of sale.

7. The Opposite Party's defence relying on the doctrine of *caveat emptor* (let the buyer beware) holds absolutely no merit under modern Indian law. The modern legal framework operates strictly on the principle of *caveat venditor* (let the seller beware), especially concerning human consumption and public health. It is the absolute, non-delegable duty of a retailer to ensure that no expired food item is displayed on shelves or sold to general consumers. A consumer cannot be expected to turn every packet upside down or inspect obscurely placed dates at the bottom base of a package while picking up daily grocery items from open retail shelves.

8. Selling an expired food product is a direct violation of the Consumer Protection Act, 2019. Under Section 2(11) of the Act, "deficiency" includes any fault, shortcoming, or inadequacy in the quality, nature, and manner of performance, as well as any act of negligence or omission causing injury to the consumer. Furthermore, displaying and passing off expired stock to unsuspecting consumers constitutes an "unfair trade practice" under Section 2(47) of the Act, as it misleads the public regarding the standard, purity, and safety of a consumable item.

9. The opposite party's contention that the manufacturer should be joined as a necessary party is legally flawed. The product itself did not have an inherent manufacturing defect or premature spoilage before its expiry date. The manufacturer clearly printed the valid shelf-life on the wrapper, complying with FSSAI regulations.

The wrong occurred entirely at the retail stage because the Opposite Party failed to clear its expired inventory. This is a classic instance of independent retail negligence, making the retailer directly and solely liable. Prominently displaying internal store notices advising consumers to check expiry dates does not absolve a retail business of its statutory liabilities under the Consumer Protection Act.

10. Regarding the Opposite Party's objection regarding the lack of medical evidence or laboratory analysis reports, it must be noted that this is a summary consumer proceeding and not a strict criminal trial. The Complainant has explicitly deposed via affidavit (Ext Cw-1) that his minor daughter suffered vomiting immediately after consuming a portion of the noodles. In ordinary human conduct, a father will not falsely depose about his minor child falling sick merely to enrich himself with a small compensation claim. The physical presence of an expired food item on the invoice is a clear-cut violation in itself, and the subsequent distress to the family requires no further scientific proof when the bad timeline speaks for itself. Definitely selling expired food items poses a severe risk to public health and safety, directly infringing upon a consumer's "Right to Safety" guaranteed under Section 6(1) of the Consumer Protection Act, 2019.

11. Accordingly, the complaint is allowed and opposite Party is directed to refund the full purchase price of the product to the Complainant. To address the mental agony, anxiety, and harassment suffered by the family, a compensation of Rs.15,000/- is awarded. The Opposite Party is further directed to pay Rs.5,000/- towards litigation costs to the Complainant. This entire amount must be disbursed within a period of 30 days from the date of this order.

12. Applications pending, if any, stand disposed of in terms of the aforesaid order.

13. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The order be uploaded forthwith on the website of the Commission for the perusal of the parties.

14. File be consigned to record room along with a copy of this order.

(Hemanshu Mishra)
President

K.D* (Narayan Thakur)
Member

(Arti Sood)
Member