

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/37/2021**

Ajay Malik alias Ajay

PRESENT ADDRESS - S/o Ram Pal Malik, R/o Flat no. 103, Prince Apartment, E19, Ner Gulab Udyan, Bani Park, Jaipur, Rajasthan-302016.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Asics India Pvt. Ltd.

PRESENT ADDRESS - Through its M.D./Director Store Address Elante Mall, shop no. 116, 1st Floor, INdustrial Area Phase II, Chandigarh, 160002. Head Office Asics India Pvt. Ltd, 6th Floor, Two Horizon Centre, Golf Course Road, Sector 43, DLF PH-V, Gurugram, Haryana 122202.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER**

FOR THE COMPLAINANT:

Ajay Malik alias Ajay, Amarbir Dhaliwal Adv (Advocate)

FOR THE OPPOSITE PARTY:

Asics India Pvt. Ltd.

DATED: 29/06/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/37/2021
Date of Institution	:	18/01/2021
Date of Decision	:	29/06/2026

Ajay Malik alias Ajay s/o Ram Pal Malik, r/o Flat No.103, Prince Apartment,
E19, Near Gulab Udyan, Bani Park, Jaipur, Rajasthan-302016.

... Complainant

VERSUS

Asics India Pvt. Ltd. through its M.D/Director

Store Address : Elante Mall, Shop no.116, 1st Floor, Industrial Area, Phase II,
Chandigarh 160002.

Head Office : ASICS India Private Limited, 6th Floor, Two Horizon Centre, Golf Course Road, Sector-43, DLF PH-V, Gurugram, Haryana 122202.

.... Opposite Party

BEFORE: SHRI AMRINDER SINGH SIDHU PRESIDENT

SHRI B.M. SHARMA **MEMBER**

ARGUED BY: Sh.Jatin Bansal, Advocate Proxy for Sh.Amarbir
Dhaliwal, Advocate for the complainant.

Sh.Gaurav Bhardwaj, Advocate Proxy for Sh.Puneet Kumar, Advocate for OP

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

- 1 Complainant has filed the present consumer complaint pleading

that on 30.8.2020 he visited the OP store and based on the representations of its employees/ executives, purchased certain articles, including a pair of running shoes, vide invoice (Annexure C-1). Though the market rate of the said pair of shoes was 12,999/- but after giving 50% discount, same was sold for 6,499/-. However, to the utter shock of the complainant, in the last week of September, he felt discomfort in his ankles and upon inspection he found that the sole was separated from the heel and other sides also the pasting/gel had gone off due to which he was left stranded on the road. The poor quality of shoes could have resulted in some serious injury or some serious mis-happening as the complainant daily walks/jogs on Panchkula to Chandigarh road. Thereafter, complainant sent the said shoes to the store of OP, upon which he was told that the claim had been approved. Since the OP did not have the same pair of shoes, complainant was told to buy something of the discounted value of 6,500/- and filled the exchange form (Annexure C-3). However, instead of exchanging the shoes, OP directed the complainant to take a credit voucher for the purchase amount. Complainant repeatedly requested the OP to replace the shoes with a similar model or to refund the paid amount but to no avail. Alleging the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OP, complainant has filed the instant consumer complaint seeking replacement of the shoes or refund of the amount paid alongwith interest, compensation and litigation expenses.

2. In its written version, OP admitted that the complainant visited

its store on 30.8.2020 and purchased certain articles.

It is also admitted

that the complainant again visited the same store on 12.10.2020

complaining about manufacturing defect in one of the items purchased

namely GEL-QUANTUM 360 SHIFT MX and the OP duly addressed the

same by offering to exchange the shoes as a humble gesture.

Approval of

the claim was duly intimated to the complainant but instead of accepting

the same, he started raising demand for illegal sum from the OP and chose

to file the instant consumer complaint. It is denied that serious injury could

have been caused to the complainant due to poor quality of shoes.

It is

averred that after technical analysis of the shoes the same was not found to

have any manufacturing defect as alleged. It is also denied that the OP

dictated the complainant to take a credit voucher for the purchase amount.

Remaining allegations have been denied being false. Pleading that there is

no deficiency in service or unfair trade practice on its part, OP prayed for

dismissal of the consumer complaint.

3. In replication, complainant controverted the stand of the OP and reiterated his own.

4. Parties led evidence in support of their case.

5. We have heard the learned Counsels for the parties and have gone through the documents on record, including written arguments.

6. Admittedly, complainant had purchased the pair of shoes in question worth 6,499/- from the OP store alongwith certain other articles, as is also evident from the invoice dated 30.8.2020 (Annexure C-1).

It is

further admitted case of the parties that within a short span of time, complainant experienced defect in the said pair of shoes for which he approached the OP and raised grievance. It is further admitted case of the parties that the claim of the complainant was approved by the OP on 12.10.2020, as is also evident from the exchange form (Annexure C-3).

7. In this regard, the case of the complainant is that despite the execution of exchange form (Annexure C-3), OP neither replaced the defective shoes with a new one nor refunded price thereof. On the other hand, defence of the OP is that there was no manufacturing defect in the pair of shoes and it agreed to exchange the same as a courtesy gesture, which was duly intimated to the complainant, but he started raising demand for illegal sum.

8. As far as the defence of the OP that after technical analysis, no manufacturing defect was found in the shoes is concerned, the same does not inspire confidence. Had there been no defect whatsoever, there was no occasion for the OP to approve the claim of the complainant and process the same for exchange. Moreover, the OP has not produced on record any technical report, expert opinion or laboratory analysis to substantiate its plea that the shoes were free from any manufacturing defect. Therefore, mere bald averments of the OP in its written version, unsupported by any cogent evidence, cannot displace the documentary evidence placed on record by the complainant.

9. Not only this, even the plea of the OP that the complainant

started raising demand for illegal sum from it is also not substantiated by any cogent documentary evidence. OP has also not placed on record any documentary evidence in the shape of email/WhatsApp chat etc. to prove that it ever requested the complainant to visit the store for the exchange but still he failed to comply with the same. Moreover, once the OP itself agreed to exchange the pair of shoes, even assuming that the complainant was not willing to accept the exchange, it could have refunded or credited the purchase amount to the complainant forthwith, thereby resolving the dispute. However, the OP failed to do so. In fact, OP made no such effort even during the pendency of the instant consumer complaint.

10. Needless to mention here that the pair of shoes in question was a branded running shoe and a consumer purchasing the same after shelling heavy amount is entitled to expect reasonable durability and fitness for the purpose for which it was marketed. However, appearance of defects within a short span of about one month from the date of purchase indicates that the product sold was substandard and did not conform to the standard reasonably expected by the consumer. In such circumstances, it is safe to hold that the failure of the OP to effectively redress the grievance of the complainant, even after approval of the claim, certainly amounts to deficiency in service and unfair trade practice on its part. However, considering the fact that more than sufficient time has already elapsed and the defective shoes may no longer be available for replacement, it would not be appropriate at this stage for this Commission to direct replacement

of the product. Hence, in the peculiar facts and circumstances of the case, interest of justice would be best served by directing the OP to refund the purchase price of 6,499/- to the complainant alongwith interest and compensation for the harassment and inconvenience caused to him.

11. In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OP is directed as under :-

- (i) to refund the invoice price of the pair of shoes i.e. 6,499/- to the complainant alongwith interest @ 6% per annum w.e.f. 30.8.2020 till the date of actual realization.
- (ii) to also pay 10,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

12. This order be complied with by the OP within 60 days from the date of receipt of its certified copy.

13. The pending application(s), if any, stands disposed of accordingly.

14. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

29/06/2026

[AMRINDER SINGH SIDHU]

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PRESIDENT

[B.M. SHARMA]

MEMBER

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AMRINDER SINGH SIDHU
PRESIDENT

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BRIJ MOHAN SHARMA
MEMBER