

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

SOUTH DELHI

CONSUMER COMPLAINT NO. DC/83/CC/151/2023

MS PRITI AGARWAL

PRESENT ADDRESS - E-5, 3rd FLOOR, GURU NANAK ROAD, ADARSH NAGAR DELHI
110033SOUTH,DELHI.

.....Complainant(s)

Versus

BATA INDIA PRIVATE LIMITED

PRESENT ADDRESS - 27B, CARMAC STREET 1st FLOOR, KOLKATA WEST BENGAL
700016SOUTH,DELHI.

.....Opposite Party(s)

BEFORE:

**MONIKA A. SRIVASTAVA , PRESIDENT
KIRAN KAUSHAL , MEMBER**

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

NEMO

DATED: 26/05/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL FORUM-II

Udyog Sadan, C-22 & 23, Qutub Institutional Area

(Behind Qutub Hotel), New Delhi- 110016

Case No.151/2023

Ms. Priti Agarwal

D/o Shri S.L,. Agarwal

R/o E-5, 3rd Floor

Guru Nanak Road

Adarsh Nagar

Delhi-110033.

Also At:

Chamber No.256

Lasyers' Block

Saket Courts Complex

New Delhi-110017.

....Complainant

VERSUS

Bata India Private Limited

Having its registered Office at:

27B, Carmac Street

1st Floor

Kolkata, West Bengal.

....Opposite Party

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

Present: Adv. Priti Agarwal for the complainant

Adv. P.C. Arya for OP.

ORDER

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Date of Institution:23.05.2023
Date of Order : 26.05.2026

Member: Ms. Kiran Kaushal

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1. Briefly put Complainant purchased pair of shoes from Bata India Pvtfor Rs.1,499/- on 09.05.2023.

2. It is stated that at the time of making the payment the complainant was asked to pay an extra amount of Rs.6/- for the paper carry bag.Complainant objected for the same and asked the cashier as to why OP was charging an extra amount for the carry bag when it has been prohibited by law. Thecashier informed her that the carry bag was rightly charged as it does not come for free. Complainant further asked the cashier the logic behind charging for the carry bags as she could not have been expected to carry the shoes in her hands .It is stated that the representative of OP was rude and mocked her in front of everyone hence, the complainant had no option but to pay an extra amount of Rs. 6/- for the carry bag.

3. It is stated that the complainant felt that she was wrongly charged for the paper carry bag and OP was indulging in unfair trade practice by doing so. It is stated that the stores/shops cannot charge consumers any additional charge for the bag , if the product is purchased from the same store.

4. It is further stated that of late consumers were charged for carry bags which range from Rs.3/- to Rs.15/- and even higher in some cases. This practice of charging customers for carry bags is relatively new as until few years ago many brands accounted for the cost of the carry bag as overhead expenses and provided them free of cost.

5. It is further stated that post 2011 the M/o Environmental Forests issued the plastic waste (management and handling) rules which states that, '*No (plastic) carry bags shall be made available free of cost by retailers to consumers*'. The real intention behind this move was to discourage the consumer from using plastic bags as plastic is non-biodegradable hence a threat to the environment. The above set rules were amended by notification dated 18.03.2018 and Rule 15 of Plastic Waste Management and Handling Rules 2016 was admitted with subsequent notification dated 27.03.2018 .

6. It is further stated that making the carry bag available to the buyers has now become a commercial exercise. Retailers such as OP began switching to more expensive paper and cloth carry bags with a view to increase their profits by charging the same at exorbitant price at the expense of unsuspecting consumers. They validate their carry bag charging policy by differentiating between paper or jute and polythene carry bags and also misrepresenting size of the carry bags. It is stated that giving the carry bag for free to the consumer for carrying the goods purchased from the same store forms an intrinsic part of the customer satisfaction criterion under the Consumer Protection Act, 2019.

7. Complainant to support her case has relied on -*Quick Bazar Vs Ashok Kumar* (2020) [Manu/CF/0536/2020 by Hon'ble NCDRC], *Dinesh Prasad Raturi Vs Bata India Ltd* (2019) [Manu/CF/0005/2019] by Hon'ble Chandigarh Consumer Commission.

8. It is stated that OP tried to justify its act of charging for plain carry bags by claiming that it is covered under 'goods'. If the paper carry bag is a 'good' sold by OP at a fixed price then OP must explain why it is not displayed among the items for sale on its website or its retail stores.

9. Alleging, deficiency of service complainant prays for direction to OP to stop charging for the carry bags and provide free carry bags to all customers who purchase articles from their stores; to refund the amount of Rs.6/- with interest @24% per annum; to pay Rs.50,000/- to the complainant for deficiency in service, wrongful loss of money, mental agony and harassment.

10. OP resisted the complaint stating interalia that the complaint is liable to be dismissed in view of the order dated 11.10.2019 passed by Hon'ble NCDRC in case titled as '*Bata India Limited Vs. Dinesh Prashad Raturi in IA No. 16128/2019 in RP No. 1715/2019*'.

11. It is stated that the paper carry bag purchased by the complainant clearly indicates that all relevant requirements and specifications are well placed along with the MRP displayed on the carry bag. It is submitted that the declarations including MRP, barcode, article number, generic name of the product that is carry bag, details of the manufacturer, month and year of the manufacturer and contact details are mentioned in compliance with the observations of Hon'ble National Commission.

12. It next stated that OP besides selling the paper carry bag as a pre-packaged commodity/goods has also given an option to purchase a paper carry bag to the complainant. It is stated that only after obtaining the oral consent of the complainant the paper carry bag was sold to the complainant and charges for the same were added in the invoice of the complainant. It is stated that a plain paper carry bag containing all the mandatory declaration as per legal metrology 'packaged commodities' Rules 2011 was provided to the complainant to take away the purchased product. Paper carry bag which was provided to the complainant did not contain any advertisement, branding a publication and was a black/plain carry bag with MRP sticker.

13. It is further stated that a complaint on similar facts was filed by the daughter of the complainant on the same grounds in DCDRC-1 (North District) and while passing the said judgment the Commission was pleased to observe that '*once the price is printed on the paper bag, it becomes an independent item to be sold at the store*'. It is stated that the aforesaid judgment was very well within the knowledge of the complainant and the complainant has suppressed this fact from the Commission and has filed a false and frivolous complaint against

OP.

14. It is next stated that the invoice annexed with the complaint bears an explicit mention that, '*purchase of carry bags is optional and not necessary/mandatory*'. It is stated that the practice of partially charging towards the cost of the paper bag by OP is inconsonance with the principles of banning plastic bags and for charging for paper bags, prevalent world over, primarily to encourage the customers to recycle their bags in order to meaningfully reduce paper wastage.

15. It is next stated the stores of OP encourage the customers to bring their own carry bags and does not restrict such bags to be brought inside the store. It is stated that OP displays a written notice in all it's stores to the effect that the purchase of carry bag is optional and not necessary/ mandatory.

16. In light of the facts stated above, it is prayed that complaint be dismissed with costs.

17. Rejoinder has been filed on behalf of the complainant stating that OP has misinterpreted the order passed by Hon'ble National Commission in *Bata India Limited vs Dinesh Prasad Raturi* and states that the order passed in this case cannot be interpreted in contravention of the order passed in the matter of Big Bazaar versus Ashok Kumar (2020) by Hon'ble NCDRC wherein, it was observed that the consumer has the right to know, before he exercises his choice to patronize a particular retail outlet and before he makes his selection for purchase that additional cost will be charged for carry bags and also the right to know the salient specifications and price of the carry bags.

18. It is stated that photographs of the OP store annexed with the copy of the complaint clearly show that there was no such notice on display which states that the paper carry bags are chargeable. It is alleged that OP has committed perjury insofar as lying on oath that they had put up prominent prior notice on their entrance / billing counter. The factum of 'absence of notice' in the OP store has already been established by the complainant when the present complaint was filed back in May, 2023.

19. It is further stated that complainant had no option of buying the paper bag. As per common understanding the word 'consent' would mean free consent otherwise, it becomes meaningless. It is stated that a consumer invests his/ her precious time to select the products from the store and at the billing counter he/she is informed that the paper carry bags are chargeable. The consumer is not left with many choices- either he or she pays for the carry bag or carries the product in hand or else is compelled to leave the product. This, 'so called asking the consumer at the billing counter' whether he/ she would like to purchase a carry bag or not, is in reality compelling the consumer to purchase the carry bag. It is reiterated that prior to billing, the consumer is not made

aware of the fact that the paper carry bags are chargeable.

22. Evidence is filed on behalf of both the parties. Written arguments are filed on behalf of the complainant. Material placed on record is perused. Submissions made are heard.

21. Complainant to support her case has filed the bill dated 09.05.2023, photographs of the paper bag of OP, photographs of Adarsh Nagar Bata store from where the complainant purchased the subject pair of shoes.

22. Admittedly, complainant purchased a pair of shoes of OP company on 09.05.2023 from Shop no.A-256, Block F, Majlis Park, Adarsh Nagar, New Delhi after paying consideration of Rs.1,499/- and was asked to pay Rs.6/- for a paper carry bag.

23. It is not the case of the complainant that she was not given a choice whether to purchase the carry bag or not rather the case in hand is that it is only at billing counter that the representative of OP asked the complainant to pay an extra amount of Rs 6/- for a paper carry bag . Complainant's case is that there was no display anywhere in the store that the complainant would have to pay Rs.6/- extra for a carry bag, hence depriving the complainant to make an informed consent.

24. The said fact is substantiated by the photographs annexed with the complaint. It is evident from the photographs that 'an extra amount for a carry bag would be charged or consumers are expected to carry their own cloth/jute bags' is not displayed at the store in question.

25. This Commission is not in agreement with the complainant that the stores are duty bound or under obligation to provide a carry bag free of cost along with the products purchased by the consumers.

26. Hon'ble National Commission in *Bata India Ltd. Vs Dinesh Prasad Raturi in I.A.No. 16128/ 2019 in IA No.16128/ 2019* in RP No.1715/2019 was pleased to stay the bailable warrants passed by District forum, affirmed by Hon'ble State Commission after the petitioner, herein OP gave an affidavit stating that OP has formulated a policy to the effect that it shall continue to permit and encourage its customers to bring/carry their own bag for carrying the items purchased from its stores and if the customers do not bring/ carry their own bag, it will provide an option to the customers to purchase the carry bag on a specified post and carry bag thus sold would not contain any advertisement, branding or publication and would be blank.

27. In the instant case, it is noted from the photographs placed on the record that the carry bag is as per the affidavit given by OP company before Hon'ble NCDRC, the carry bag is plain and does not contain any advertisement branding or publication, it has a sticker which specifically mentions

the cost of the carry bag and the option of taking the carry bag was also provided to the complainant.

28. The issue of the stores not providing the polythene bags , the case where the carry bag has a logo printed ,it would be provided to the consumers free of cost but in case carry bag does not have any logo of the company/store then the option of purchasing the carry bag would be made available to the consumers has been settled.

29. Hon'ble NCDRC in *Bata India Limited vs Dinesh Prashad Raturi and ors*in R.P.Nos.1715 of 2019 and 774 of 2020 decided on 27.01.2024 has further clarified and directed the OP company as under-

23.1 Considering that bags are independent good in itself different from the goods/ products sold by the sellers like the petitioner in the present cases and in the absence of any law or rule or regulations in force, sellers like the petitioner in the present cases, selling any of its goods/products in its primary packing(s) is/are under no obligation to provide a free carry bag(s) of any material/specification/size/description to its customers like the Respondent/Complainant in the present cases for carrying the goods/products bought from it. However, this is subject to observance of following conditions.

23.2 The purchase of such carry bag(s) by the Complainant/Customers at a price fixed by the Petitioner, has to be made optional and the Petitioner cannot mandatedly sell such carry bags to the customer(s) along with goods/products bought from it, the customer has the choice, whether to buy such carry bag or not.

23.3 Further, the carry bag(s) so sold by the Petitioner at a price fixed by it, cannot have its name or logo or any kind of advertisement or slogan in any form or that of any other seller(s)/party(ies), i.e. it should be a plain carry bag of any material/description/specification/size, without any name or slogan or logo on it, either of the Petitioner or anybody else, otherwise, the Petitioner cannot charge for such carry bag(s) and same shall be supplied free of cost. However, these directions do not prohibit any seller like the Petitioner in the present case, to supply even plain carry bag(s) to its customer free of cost, if the seller/Petitioner so desires. Moreover, Petitioner cannot charge for the carry bag bearing its/anybody else's name or logo or slogan or advertisement etc., even if it claims that it is only partially recovering the cost of such carry bag/selling such carry bag at a subsidized cost.

23.4 The Petitioner cannot/shall not put any restrictions on customers bringing empty carry bags of any material/specification/description/size etc. (unless prohibited by any local laws) inside the store(s)/showroom(s)/shop(s) for purposes of carrying the goods/products purchased from the

Petitioner.

23.5 The Petitioner has to display multiple notices at prominent places in its store(s)/shop(s)/showroom(s), including the one at the entrance gate(s) itself and the one at the payment counter(s), stating that the cost of goods sold does not include cost of carry bags, carry bags if purchased shall be charged extra, purchase of carry bags is optional, not necessary/mandatory, theastore(s)/showroom(s) permit their customers to bring their own empty carry bags of any material/specification/description/size to carry the goods purchased by them. Further, the Petitioner shall also put such notices on its website under suitable headings. It may be noted that putting such notices on the invoice is not sufficient as invoice represents completion of the sale transaction. Hence, the customer must have the notice before the purchase of the goods and/or the carry bag to carry such goods.

23.6 Further, as the carry bag(s) so sold by the Petitioner are themselves 'goods' under the provision of Consumer Protection Act, independently of the primary goods/products sold by the Petitioner, for whose carrying such a carry bag is sold, hence all the provisions of Consumer Protection Act shall apply to sale of such carry bag as well and sale of such carry bags must conform to all the local laws in this regard. Further, such plain carry bags shall have a MRP(s) marked on it (different MRP(s) can be marked on bags of different material/size/description/specification) and such MRP(s) should also be prominently displayed along with notices referred to above.

30. Complainant has filed photographs of the store from where she purchased the pair of shoes and on perusal of these photographs the display of the carry bag being charged cannot be seen. Per contra, OP has placed certain photographs with the written statement wherein it is seen that placards, posters informing the consumers that the carry bag was being charged at Rs.3/- and sometimes Rs.4/- has been displayed at some of the stores. OP is found to be deficient only to the extent that OP is not vigilant enough to ensure that the directions passed by Hon'ble NCDRC and other superior court is being followed in each and every store of OP.

31. OP's contention that the complainant's daughter had filed similar complaint before DCDRC-1(North District) does not disentitle the complainant from raising a grievance in this Commission. It is seen that the complainant filed the instant complaint without having knowledge of the outcome of judgment dated 30.05.2023 passed by DCDRC-I. We are of the view that complainant has right to redressal of her grievance hence OP's contention in this regard is rejected.

32. In light of the discussion above, OP is directed to ensure that all the stores and the authorized

dealers of OP must follow the directions passed by Hon'ble NCDRC in Dinesh Prashad Raturi (Supra). Further, OP is directed to pay Rs.10,000/- to be complainant towards compensation for harassment and litigation cost.

Applications pending, if any, stand disposed of in terms of the aforesaid judgement

File be consigned to the record room after giving copy of the order to the parties as per rules.

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MONIKA A. SRIVASTAVA
PRESIDENT

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KIRAN KAUSHAL
MEMBER