

D.O.F:13/8/2024

D.O.O:21/7/2026

IN THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION KANNUR

CC.NO.504/2024

Dated this the 21st day of July 2026

PRESENT:

SMT. RAVI SUSHA : PRESIDENT

SMT.MOLYKUTTY MATHEW : MEMBER

SRI.SAJEESH.K.P : MEMBER

Asique.T.P, S/o Aboobakker,
Karaparambath House,Kallayi, : Complainant
Anjarakandy.P.O,Pin-670612.
(Adv.Muhammed Sinan.K.P)

1 . Parle Biscuit Company
North Level Crossing, Vile Parle East : Opposite parties
Mumbai,Maharashtra-400057.
(Adv.E.R.vinod)
2 . Metro Hyper Market,
Sahara Plaza,Choola,Chakkarakkal,Kannur.

ORDER

SMT. RAVI SUSHA : PRESIDENT

Complainant filed this complaint for getting an order directing opposite parties to pay compensation alleging unfair trade practice on the part of opposite parties.

The complainant's case is that on 26/7/24 complainant went to 2nd OP's shop and purchased a Parle product ie, Parle biscuit packet. When he reached at home, he felt that the packet is under weight. So, he went to nearby shop and on taking the weight it was found that the Biscuit packet, which was supposed to contain 150 gms, actually contained only 125gms. Complainant alleged that there is clear unfair trade practice on the part of Parle Biscuit Company. Hence this complaint.

After receiving notice OPs 1&2 filed their version. 1st OP Parle Biscuit company submitted that they are in the biscuit manufacturing field for the last several decades. They manufacture biscuits in a fully automated plant where the biscuits right from the

mixing dough, baking, cooling and packing are manufactured by machines, untouched by human hands and even if without admitting it is found that any packets are not wrapped, packed, found to be underweight are rejected at the machinery assembly line itself. It is submitted that, the 1st OP did not cheat any of its customer including the complainant. 1st OP neither committed any unfair trade practice to the complainant hence not liable to pay any compensation to the complainant. In fact, the complainant had never contacted the company to resolve his complaint. 1st OP doesn't know the alleged packet is a genuine product or not. Therefore, in the absence of any documentary evidence the complaint is liable to be dismissed.

Further filed additional version stating that the disputed product allegedly purchased by the complainant might be fake one, which is not manufactured by 1st OP.

OP No.2 submitted that on 26/7/24 the complainant had purchased a Parle 20-20 Biscuit . It is submitted that they are only retailers of the products manufactured by other company. It is submitted that OP No.2 came to know about the underweight of the product in dispute only through this complaint. It is stated that the complainant never approached them to inform about the underweight of the product or to get replace it. It is submitted that they never tried to cheat the complainant by selling an under weight product. It is further submitted that if there is any underweight, the responsibility for it lies to OP No.1 as the manufacturing company of the product. Hence prayed for the dismissal of the complaint against OP No.2.

Complainant filed his chief affidavit and documents. Examined as PW1. Marked ExtsA1& A2. Ext.X1 and the Biscuit packet as MO1. Ext. X1 is the lab report obtained from Legal Metrology, Kannur, taking the gross weight of the packet. PW1 was cross examined by OP No.1. From the side of OPs no evidence was adduced. After that the learned counsel of complainant and 1st OP filed argument notes.

Here the undisputed facts are that complainant purchased a Parle Butter Cookies from 2nd OP's shop on 26/7/2024 and paid Rs.25/- for the biscuit.

Complainant's allegation is that the product purchased as per Ext. A1, tax invoice was manufactured by 1st OP company and on weighing the packet was found net weight as 125 gm instead of its actual weight 150 gm mentioned over the packet, i.e., it is underweight.

In order to prove the said allegation, as per the application filed by the complainant, the whole packet including biscuits was sent to Legal Metrology for taking the net weight. Ext. X1 is the report submitted by Legal Metrology Department, Kannur. On perusal of Ext. X1, it is revealed that “ഈ ഓഫീസിൽ ഹാജരാക്കിയ പാർലെ ബിസ്കറ്റ് (PARLE 20-20 BUTTER COOKIES New Improved , PKD.1/24 BATCH. MD C USE BY: 2/10/24 09:25 MRP ₹ 25/- (₹0.17/g(Inclusive of all taxes), Net Weight: 150g Manufactured For: Parle Biscuits Pvt Ltd, North Level Crossing,Vile Parle East,Mumbai, MH-400057 എന്നീ രേഖപ്പെടുത്തലുകൾ ഉള്ള പാക്കറ്റിൽ ഉള്ളടക്കം ചെയ്തത്) പാക്കറ്റ് വകുപ്പിന്റെ സ്റ്റാൻഡാർഡ് ബാലൻസ് ഉപയോഗിച്ച് തൂക്കി നോക്കി . ആയതിന്റെ Gross Weight : 126.16g ആണെന്ന് സാക്ഷ്യപ്പെടുത്തുന്നു.”

After getting Ext. X1, complainant has amended the complaint and OP No.1 has filed additional version on the basis of amended complaint. In the additional version OP No.1 has taken the contention that :a) As per the complaint, PKD mentioned as 1/24. In-fact, this OP's printing format is like 1/1/2024.

b). As per the complaint, Batch mentioned as MDC. In-fact, this OP's standard printing on wrapper is like MD C.

c). As per the complaint, Use by mentioned 2/10/2024 and expiry period mentioned as 9 months. But as per the standard shelf life for 20-20 Cookies by this OP is 180 days maximum only (i.e. 6 months).

d). As per the records available with this OP had manufactured BC 150 gm on 14/1/2024 and 15/1/2024 and as per this use by is 12/7/2024 and 13/7/2024 respectively.

e) The declared weight of 20-20 cookies is 150gm and actual weight is 160gm as the OP packing 4 inner packets each 40 gm pack and doing over wrapping."

The main contention of OP No.1 is that the disputed product allegedly purchased by the complainant is not of OP No.1. It was not manufactured by them.

Here in Ext. X1 the batch mentioned on the wrapper is MDC as stated by OP No.1, moreover OP No.2, the dealer, admitted that the product in dispute belongs to OP No.1. From the marking in Ext. A1 also reveals that the product in dispute belongs to OP No.1. If the statement made by OP No.2 in its version that the product belongs to OP No.1 was false, OP No.1 would have taken legal action against OP No.2. Since OP No.1 has not taken any such action, it is reasonable to infer that OP No.2's statement is true. Therefore, this conduct supports the conclusion that the product in dispute belongs to OP No.1.

The learned counsel of complainant argued that it is to be taken as a public interest issue. But here, we have taken evidence with related to the packet purchased by the complainant only. So as there is only proof that one packet purchased by the complainant was underweight, we can grant relief to the complainant alone. A broader public interest order can be issued if there is evidence suggesting a recurring issue. But the manufacturer of the product, OP No.1, is directed to stop such practice, ensure complainant with declared weight, or take corrective measures.

Considering the entire evidence and circumstances of this case, the present complaint is allowed in part. With regard to OP No. 2, their version is that complainant did not approach them about the complaint of underweight of the MO1. If he approached

OP No.2 with MO1, and OP No.2 could have grant relief. But OP.No.2 cannot wash off their hand by selling a product having underweight. From Ext.X1 it is clearly proved that MO1 is underweight. Such practice of selling product having underweight is an unfair trade practice on the part of seller. The product should be weighted before it is purchased by the seller. So OP No. 2 is not exempted from liability.

In the result complaint is allowed in part. Opposite parties 1&2 are directed to pay Rs.35,000/- (Rs.25,000/- by 1st OP and Rs.10,000/- by 2nd OP) towards compensation to the complainant for the deficiency in service on the part of opposite parties. Further OP No.1&2 are directed to pay Rs.15,000/- (Rs.10,000/- by 1st OP and Rs.5,000/- by 2nd OP) towards litigation expense to the complainant. OP No.1&2 are directed to comply the order within one month from the date of receipt of the certified copy of this order, failing which Rs.35000/- carries interest @ 12% p.a from the date of order till realization and the complaint can execute the order as per the provisions in Consumer Protection Act 2019.

Exts:

A1-copy of bill
A2-copy of photo
X1- Report from Legal Metrology
MO1- One cover biscuits
PW1-Ashique.T.P-complainant

Sd/
PRESIDENT
Ravi Susha
eva

Sd/
MEMBER
Molykutty Mathew

Sd/
MEMBER
Sajeesh K.P

/Forwarded by Order/

ASSISTANT REGISTRAR