

**IN THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, KOLLAM
PRESENT**

SMT. S.K.SREELA, B.A.L, LL.B, PRESIDENT

SRI. STANLY HAROLD, BA, LL.B, MEMBER

C.C. No. 439/ 2025

ORDER DATED 17TH DAY OF JULY 2026

BETWEEN

Devi Priya.R : Complainant
W/o Deepak Krishnan
Prasanthi, Anandavalleeswaram
Kollam-12.
[By Adv.Kottarakkara S.Rajeevan]

AND

Alankritha Boutique : Opposite party
Nilavathu Tower
Opp. Mar Stephen School
Valakom, Kunnackal P.O
Ernakulam-682316.

ORDER

S.K. SREELA, PRESIDENT

1) Facts of the Complaint: The complainant who is working as an Assistant Professor came across the Instagram story of the opposite party's establishment advertising certain dresses for sale. Being impressed by the products displayed, she placed an order through Instagram for the purchase of two dresses. Towards the sale consideration, she transferred a total sum of ₹3,760/- through Google Pay to the account in the name of "*Alamkrutha by Reshma Deepak*" on 13.02.2025 and 14.02.2025. The opposite party admittedly received the said amount. That, upon contacting the staff of the opposite party, she was assured that the ordered dresses would be delivered by the last week of April 2025, as they were required for the marriage function of her close relative. Subsequently, the opposite party informed the complainant that the delivery would be delayed

and assured her that both dresses would be delivered during the first week of May 2025.

2) According to the complainant, despite repeated assurances, the opposite party failed to deliver the products within the promised time. It is alleged that the opposite party acted irresponsibly by avoiding the complainant's phone calls, failing to respond properly to her communications, and behaving discourteously during several conversations. The complainant contends that, after receiving the full sale consideration, the opposite party failed to render the promised service. The complainant further alleges that the conduct of the opposite party amounts to deficiency in service as well as an unfair trade practice, inasmuch as the ordered dresses were not delivered within the assured time despite repeated promises. Owing to the non-delivery of the dresses required for the marriage function, the complainant was compelled to purchase alternative dresses at a higher price, thereby incurring additional expenditure. According to the complainant, such loss was solely attributable to the failure of the opposite party to honour its contractual obligations.

3) It is further alleged that the opposite party intentionally failed to dispatch the ordered dresses even after receiving the entire consideration, causing the complainant considerable mental agony, inconvenience, and hardship. That on 10.05.2025, when she again contacted the opposite party, she was informed that both dresses had already been dispatched and that they would be delivered on the following day, namely 11.05.2025. However, contrary to the said assurance, only one dress was delivered on 14.05.2025, after considerable delay. The second dress has not been delivered till date. That, despite repeated telephone calls and messages demanding delivery of the remaining dress, the opposite party neither delivered the same nor refunded its value. Though the opposite party allegedly assured that 50% of the amount would be refunded on or before 10.06.2025, no such refund has been credited to the complainant's account. That on 21.05.2025, during a WhatsApp voice call, the opposite party used abusive and threatening language, stating in substance that no refund would be made and that the complainant was free to initiate legal proceedings, as the opposite party was unconcerned about the consequences.

4) Alleging deficiency in service, unfair trade practice, non-delivery of the ordered goods, failure to refund the amount, and the consequent mental agony and financial loss suffered by her, the complainant has filed the present complaint seeking appropriate reliefs under the Consumer Protection Act, 2019.

5) Notice issued to the opposite party was returned with the postal endorsement "*Unclaimed.*" An article returned with the endorsement "*Unclaimed*" raises a presumption of due service. Hence, the service of notice on the opposite party is treated as sufficient. Despite such deemed service, the opposite party neither entered appearance nor filed any version. Consequently, the complaint proceeded *exparte* against the opposite party.

6) The following points arise for consideration in this complaint:

- i. Whether the opposite party committed deficiency in service by failing to deliver the dresses ordered by the complainant despite receiving the entire sale consideration?
- ii. Whether the acts of the opposite party amount to an unfair trade practice under the Consumer Protection Act, 2019?
- iii. Whether the complainant is entitled to refund of the amount paid, compensation for mental agony and inconvenience, and the other reliefs claimed?

7) Points 1 to 3: The complainant filed an affidavit in lieu of chief examination reiterating the averments contained in the complaint and produced Exts.P1 to P4 in support thereof. Though notice was duly served on the opposite party, the opposite party remained absent. No version was filed and no evidence was adduced on behalf of the opposite party. Accordingly, the affidavit evidence of the complainant remains unchallenged and uncontroverted.

8) Ext.P3 consists of the online payment receipts, which establish that the complainant transferred a total sum of ₹3,760/-, comprising ₹2,000/- and ₹1,760/-, to the account of the opposite party through Google Pay towards the price of the dresses ordered. The opposite party has not disputed the receipt of the said amount. Exts.P2 and P4 are the communications exchanged between the complainant and the opposite party through electronic media. These

documents reveal that the opposite party had acknowledged the order placed by the complainant and repeatedly assured delivery of the dresses within the time promised. The communications further disclose that the delivery schedule was postponed on more than one occasion and that the complainant was continuously following up with the opposite party seeking delivery of the products. The documents also support the complainant's contention that only one dress was ultimately delivered after considerable delay, while the remaining dress was never delivered. The communications further indicate that the opposite party had agreed to refund a portion of the amount but failed to honour the said assurance.

9) The documentary evidence produced by the complainant fully corroborates the pleadings in the complaint. There is absolutely no material on record to disbelieve the complainant's version. Since the opposite party has chosen to remain absent despite due service of notice, the evidence adduced by the complainant has gone unrebutted.

10) The relationship between the parties is one of consumer and service provider/seller. Upon accepting the entire sale consideration, the opposite party became legally bound to supply the ordered products within the agreed period or, in the alternative, refund the consideration in the event of non-delivery. The opposite party failed to discharge either of these obligations. The failure to deliver one of the dresses altogether and the inordinate delay in delivering the other dress, despite repeated assurances, clearly constitute deficiency in service within the meaning of Section 2(11) of the Consumer Protection Act, 2019. The conduct of the opposite party in retaining the complainant's money without supplying the goods and in failing to refund the amount despite undertaking to do so also amounts to an unfair trade practice, as it reflects an unfair and deceptive manner of conducting business.

11) The complainant has specifically stated that, on account of the failure of the opposite party to deliver the dresses in time, she was compelled to purchase alternative dresses for a family marriage function at a higher price and thereby suffered financial loss, inconvenience and mental agony. In the absence of any rebuttal evidence, there is no reason to disbelieve the said testimony.

12) Consumer transactions carried on through social media platforms are equally governed by the provisions of the Consumer Protection Act, 2019. A seller who receives consideration through an online platform cannot evade liability by failing to supply the goods or by avoiding communication with the consumer after receiving payment. Accordingly, this Commission is satisfied that the complainant has successfully established that the opposite party was guilty of deficiency in service as well as unfair trade practice. The complainant is, therefore, entitled to appropriate relief.

13) In the result, the complaint is allowed as follows;

- I. The opposite party shall refund to the complainant ₹1,880/- the value of the undelivered dress.
- II. The opposite party shall pay the complainant a sum of ₹25,000/- as compensation for the deficiency in service, unfair trade practice, mental agony, inconvenience and hardship suffered by her.
- III. The opposite party shall also pay ₹10,000/- towards the costs of the proceedings.
- IV. The above amounts shall be paid within 45 days from the date of receipt of a copy of this order, failing which the amounts shall carry interest at the rate of 9% per annum from the date of default till realization.

Dictated to the Confidential Assistant Smt. Deepa.S transcribed and typed by her corrected by me and pronounced in the Open Commission on this the 17th day of July 2026.

S.K.SREELA :Sd/-
(President)

STANLY HAROLD : Sd/-
(Member)

INDEX

Witnesses Examined for the Complainant: -Nil

Documents marked for the complainant:-

Ext.P1 : Copy of Aadhar card.

Ext.P2 : Copy of G-mail communication.

Ext.P3 : Copy of transaction details.

Ext.P4 : Copy of order details.

Witnesses Examined for the opposite parties: Nil

Documents marked for the opposite party: -Nil

**Sd/-
President
Forwarded/by Order**

Assistant Registrar

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COMMISSION, KOLLAM
PRESENT**

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SRI. STANLY HAROLD, BA, LL.B, MEMBER

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1) Facts of the Complaint: The complainant who is working as an Assistant Professor came across the Instagram story of the opposite party's establishment advertising certain dresses for sale. Being impressed by the products displayed, she placed an order through Instagram for the purchase of two dresses. Towards the sale consideration, she transferred a total sum of ₹3,760/- through Google Pay to the account in the name of "Alamkrutha by Reshma Deepak" on 13.02.2025 and 14.02.2025. The opposite party admittedly received the said amount. That, upon contacting the staff of the opposite party, she was assured that the ordered dresses would be delivered by the last week of April 2025, as they were required for the marriage function of her close relative. Subsequently, the opposite party informed the complainant that the delivery would be delayed

and assured her that both dresses would be delivered during the first week of May 2025.

2) According to the complainant, despite repeated assurances, the opposite party failed to deliver the products within the promised time. It is alleged that the opposite party acted irresponsibly by avoiding the complainant's phone calls, failing to respond properly to her communications, and behaving discourteously during several conversations. The complainant contends that, after receiving the full sale consideration, the opposite party failed to render the promised service. The complainant further alleges that the conduct of the opposite party amounts to deficiency in service as well as an unfair trade practice, inasmuch as the ordered dresses were not delivered within the assured time despite repeated promises. Owing to the non-delivery of the dresses required for the marriage function, the complainant was compelled to purchase alternative dresses at a higher price, thereby incurring additional expenditure. According to the complainant, such loss was solely attributable to the failure of the opposite party to honour its contractual obligations.

3) It is further alleged that the opposite party intentionally failed to dispatch the ordered dresses even after receiving the entire consideration, causing the complainant considerable mental agony, inconvenience, and hardship. That on 10.05.2025, when she again contacted the opposite party, she was informed that both dresses had already been dispatched and that they would be delivered on the following day, namely 11.05.2025. However, contrary to the said assurance, only one dress was delivered on 14.05.2025, after considerable delay. The second dress has not been delivered till date. That, despite repeated telephone calls and messages demanding delivery of the remaining dress, the opposite party neither delivered the same nor refunded its value. Though the opposite party allegedly assured that 50% of the amount would be refunded on or before 10.06.2025, no such refund has been credited to the complainant's account. That on 21.05.2025, during a WhatsApp voice call, the opposite party used abusive and threatening language, stating in substance that no refund would be made and that the complainant was free to initiate legal proceedings, as the opposite party was unconcerned about the consequences.

4) Alleging deficiency in service, unfair trade practice, non-delivery of the ordered goods, failure to refund the amount, and the consequent mental agony and financial loss suffered by her, the complainant has filed the present complaint seeking appropriate reliefs under the Consumer Protection Act, 2019.

5) Notice issued to the opposite party was returned with the postal endorsement "*Unclaimed.*" An article returned with the endorsement "*Unclaimed*" raises a presumption of due service. Hence, the service of notice on the opposite party is treated as sufficient. Despite such deemed service, the opposite party neither entered appearance nor filed any version. Consequently, the complaint proceeded exparte against the opposite party.

6) The following points arise for consideration in this complaint:

- i. Whether the opposite party committed deficiency in service by failing to deliver the dresses ordered by the complainant despite receiving the entire sale consideration?
- ii. Whether the acts of the opposite party amount to an unfair trade practice under the Consumer Protection Act, 2019?
- iii. Whether the complainant is entitled to refund of the amount paid, compensation for mental agony and inconvenience, and the other reliefs claimed?

7) Points 1 to 3: The complainant filed an affidavit in lieu of chief examination reiterating the averments contained in the complaint and produced Exts.P1 to P4 in support thereof. Though notice was duly served on the opposite party, the opposite party remained absent. No version was filed and no evidence was adduced on behalf of the opposite party. Accordingly, the affidavit evidence of the complainant remains unchallenged and uncontroverted.

8) Ext.P3 consists of the online payment receipts, which establish that the complainant transferred a total sum of ₹3,760/-, comprising ₹2,000/- and ₹1,760/-, to the account of the opposite party through Google Pay towards the price of the dresses ordered. The opposite party has not disputed the receipt of the said amount. Exts.P2 and P4 are the communications exchanged between the complainant and the opposite party through electronic media. These

documents reveal that the opposite party had acknowledged the order placed by the complainant and repeatedly assured delivery of the dresses within the time promised. The communications further disclose that the delivery schedule was postponed on more than one occasion and that the complainant was continuously following up with the opposite party seeking delivery of the products. The documents also support the complainant's contention that only one dress was ultimately delivered after considerable delay, while the remaining dress was never delivered. The communications further indicate that the opposite party had agreed to refund a portion of the amount but failed to honour the said assurance.

9) The documentary evidence produced by the complainant fully corroborates the pleadings in the complaint. There is absolutely no material on record to disbelieve the complainant's version. Since the opposite party has chosen to remain absent despite due service of notice, the evidence adduced by the complainant has gone unrebutted.

10) The relationship between the parties is one of consumer and service provider/seller. Upon accepting the entire sale consideration, the opposite party became legally bound to supply the ordered products within the agreed period or, in the alternative, refund the consideration in the event of non-delivery. The opposite party failed to discharge either of these obligations. The failure to deliver one of the dresses altogether and the inordinate delay in delivering the other dress, despite repeated assurances, clearly constitute deficiency in service within the meaning of Section 2(11) of the Consumer Protection Act, 2019. The conduct of the opposite party in retaining the complainant's money without supplying the goods and in failing to refund the amount despite undertaking to do so also amounts to an unfair trade practice, as it reflects an unfair and deceptive manner of conducting business.

11) The complainant has specifically stated that, on account of the failure of the opposite party to deliver the dresses in time, she was compelled to purchase alternative dresses for a family marriage function at a higher price and thereby suffered financial loss, inconvenience and mental agony. In the absence of any rebuttal evidence, there is no reason to disbelieve the said testimony.

12) Consumer transactions carried on through social media platforms are equally governed by the provisions of the Consumer Protection Act, 2019. A seller who receives consideration through an online platform cannot evade liability by failing to supply the goods or by avoiding communication with the consumer after receiving payment. Accordingly, this Commission is satisfied that the complainant has successfully established that the opposite party was guilty of deficiency in service as well as unfair trade practice. The complainant is, therefore, entitled to appropriate relief.

13) In the result, the complaint is allowed as follows;

- I. The opposite party shall refund to the complainant ₹1,880/- the value of the undelivered dress.
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