

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,
THRISSUR**

Present : Sri. C.T. Sabu, President
Smt. Sreeja. S., Member
Sri. Ram Mohan R., Member

27th day of July 2026
CC 225/16 filed on 01/04/16

Complainant : Rajan V.A., S/o Vellakkadaveetil Karappakutty,
Vadakkekattil Post, Koukkanappatty Desom,
Kunnamkulam Village, Chavakkad Taluk,
Pin – 679 562.
(By Adv. N. Indiradevi, Thrissur)

Opposite Party : 1) D.R. Courier, 24/1290, Voltas Compound,
Venkittaramanan Road, Willington Island,
Cochin – 682 003.
(By Adv. Biju T.S., Cochin)

FINAL ORDER

By Sri. Ram Mohan R, Member :

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant is a tailor by profession. He was conducting a tailoring establishment abroad. On winding up his business there, he purchased a few costly tailoring machines and on 07/06/2014 entrusted them to a courier service at Fujairah in Dubai for transportation by ship to his native place in India after paying the requisite courier charges. The complainant claims to have purchased the said machines viz an embroidery machine of Juki make at a cost of 6,000 Dirhams (equivalent to INR 1,11,000/-), a zigzag machine at a cost of 800 Dirhams (equivalent to INR 33,300/-), and two numbers of Inter lock machine at a cost of 300 Dirhams (equivalent to INR 5,550/-). According to the complainant, the consignment was delivered by the opposite party in a badly damaged condition, rendering all the four tailoring machines completely

unusable. As the machines were unusable, the complainant avers that he could not accomplish his intended objective of starting a tailoring business in his native place. The complainant contends that the damage has occurred while the consignment was in the custody of the courier service and that the opposite party is liable for deficiency in service. Alleging negligence on the part of the opposite party, the complainant seeks refund of the value of the machines together with compensation and costs.

2) NOTICE :

The Commission having issued notice, the opposite party filed their written version and contested the complaint.

3) Version of the opposite party :

It is contended that there is no consumer relationship between the complainant and the opposite party since the complainant had entrusted the consignment to a courier service in Dubai and not to the opposite party.

The opposite party further contends that the delivery note relied upon by the complainant is fabricated and could not be relied upon. It is also contended that the complaint has been filed after about one and half years from the date of despatch of the consignment from Dubai.

4) Evidence :

The complainant produced documental evidence that had been marked Exts. A1 & A2, apart from affidavit and notes of argument. The report submitted by the Expert Commissioner appointed by the Commission at the instance of the complainant (IA 261/17) is marked Ext. C1. The opposite party adduced no evidence but version and notes of argument.

5) Deliberation of evidence and facts of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 series comprise two documents viz carbon copy of courier invoice No.54597 issued by an establishment namely “DR Courier LLC, P.O. Box : 90628, Dubai-UAE, Mob (INDIA) : +91 8086939314, Tel. (INDIA) : +91 484 2667498 and Ext. A1 (a) is a photo copy of Ext. A1. Ext. A2 is copy of a delivery note issued by the opposite party in favour of the complainant. Ext. A2 further bears the complainant’s endorsement that the four machines were delivered to him in a defective condition.

6) Points of deliberation :

- (i) Whether there exists a consumer relationship between the complainant and the opposite party ? If yes ;
- (ii) Whether the alleged fault on the part of the opposite party stands proved ?
- (iii) Whether the complainant is entitled to refund of the purchase price of the machines ?
- (iv) Whether the complainant is entitled to receive any compensation from the part of the opposite party ? If so its quantum ?
- (v) Costs ?

7) Point No.(i)

A conjoint scrutiny of Ext. A1 series and Ext. A2 document would reveal that both the documents were issued by establishments of the same name namely ‘DR Courier’. Ext. A1(a) is only a photocopy of Ext. A1, which the complainant appears to have taken as a matter of abundant precaution in view of the fact that the writings on the Ext. A1 started disappearing. It is obvious that Ext. A2 delivery note is issued by the opposite party. Ext. A2 Delivery Note contains the endorsement that they have branches at Dubai, Sharjah,

Thiruvananthapuram, Chennai, Thirupur, Tuticorin, Nedumbassery, Bombay and Coimbatore. Ext. A1 bears the explicit mention that their Telephone No. in India is +91 484 2667498. Ext. A2 Delivery Note issued by the opposite party also bears the explicit endorsement with their phone number is 2667498. The evidence adduced by the complainant is self-explanatory that Ext. A1 document is issued by an associate or business partner of the opposite party which axiomatically generates consumer relationship between the complainant and the opposite party. Though the opposite party disputes the genuineness of the Ext. A2 Delivery Note, no evidence whatsoever has been adduced to substantiate the allegation of fabrication. Mere pleadings are not evidence. The burden to establish fraud or fabrication lies upon the party making such allegation. The opposite party has neither examined any witness nor produced any records to probabalise its contention. Hence, we are of the contemplated view that the complainant is a consumer of the opposite party.

Point No.(i) is thus proved in favour of the complainant.

8) Point No (ii) :

As described under the foregoing point, Ext. A1 consignment voucher evidences the complainant's entrustment of the impugned machines for transportation. Ext. A2 delivery note bears a contemporaneous endorsement made by the complainant at the time of delivery specifically recording that the four tailoring machines were received in a damaged condition. Ext. C1 report submitted by the Expert Commissioner appointed by the Commission categorically reported that the impugned machines sustained extensive damage caused due to heavy impact as in the case of dropping them from a height or throwing them from a distance or due to dropping or throwing some object on to them or due to collision among themselves. The Expert Commissioner further affirmed that as per the internationally accepted guidelines for packaging and

forwarding of goods which are sensitive and fragile as in the present case, shall be placed in sealed plastic bags with sufficient cushioning materials (Polystyrene form or like) or some equally effective shock absorbent material and packed in timber boxes. It is also stated that it is an internationally accepted guideline that each such sensitive item be packed in separate boxes or if more than one such item is packed in the same package, each such item should be secured to the base of the timber box to arrest the movement within the box. The Expert Commissioner affirmed that the packaging of the impugned machines did not conform to such internationally accepted guidelines. The Expert Report thus further reaffirms the endorsement regarding damage made by the complainant in Ext. A2 delivery note. As found under the foregoing point, the opposite party failed to substantiate their contention regarding fabrication of Ext. A2 document. Consequently, the evidence adduced by the complainant remains unrebutted. The evidence on record, therefore, clearly establishes that the machines entrusted for transportation were delivered in a damaged condition and that the damage rendered them unusable. In the absence of any rebuttal evidence, we have no hesitation in holding that the opposite party was deficient in rendering courier service.

Accordingly, point No.(ii) is also answered in favour of the complainant.

9) Point No.(iii) :

The complainant has sought refund of the purchase price of the tailoring machines. However, except his bald assertions, no documentary evidence such as purchase invoices / bills / receipts / bank records or any contemporaneous document has been produced to establish the actual purchase price of the machines. It is a settled principle that the party claiming monetary reimbursement must prove the quantum of money eligible by cogent evidence.

Since the actual purchase price has not been proved, this Commission is unable to grant the relief of refund of the value of the machines.

Accordingly point No.(iii) found in the negative.

10) Point No. (iv) & (v) :

The opposite party's contention regarding delay is unsustainable. The complaint has been instituted within the statutory period of limitation prescribed under the Consumer Protection Act. The extensive damage caused to the impugned machines which is attributed to the fault and imperfection on the part of the opposite party has already been proved by the unrebutted evidence adduced by the complainant. It needs no further evidence that the complainant's intent to start a new tailoring establishment in his native place was hampered by the damage caused to the impugned machines. The deficiency on the part of the opposite party might certainly have inflicted agony, hardship and financial loss on the complainant. The opposite party has necessarily to compensate the complainant. The complainant asks for a compensation worth Rs.50,000/- (Rupees Fifty thousand) only. We are of the considered view that the complainant is entitled to receive the asked sum of Rs.50,000/- (Rupees Fifty thousand only) towards compensation for the agony, hardship and financial loss he underwent and a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs of litigation.

In the result, the complaint is partly allowed and the opposite party is directed to pay the complainant :

- a) a sum of Rs.50,000/- (Rupees Fifty thousand only) towards compensation for the agony, hardship and financial loss inflicted on him, and
- b) a sum of Rs.10,000/- (Rupees Ten thousand only) towards costs,

both with 9% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite party shall comply with the above direction within 30 days of receipt of copy of this order.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27th day of July 2026.

Sd/-
Sreeja S.
Member

Sd/-
Ram Mohan R
Member

Sd/-
C. T. Sabu
President

Appendix

Complainant's Exhibits :

Ext. A1 series comprise two documents viz carbon copy of courier invoice No.54597 issued by an establishment namely "DR Courier LLC, P.O. Box : 90628, Dubai-UAE, Mob (INDIA) : +91 8086939314, Tel. (INDIA) : +91 484 2667498.

Ext. A1 (a) photo copy of Ext. A1.

Ext. A2 copy of a delivery note issued by the opposite party in favour of the complainant. Ext. A2 further bears the complainant's endorsement that the four machines were delivered to him in a defective condition.

Opposite Party's Exhibits :

Nil

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar

Scs