

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/46/2025

MANAN

.....Complainant(s)

PRESENT ADDRESS – CHANDIGARH , CHANDIGARH , CHANDIGARH

Versus

DOMINOS PIZZA

.....Opposite Party(s)

PRESENT ADDRESS – CHANDIGARH , CHANDIGARH , CHANDIGARH

BEFORE:

HON'BLE PAWANJIT SINGH , PRESIDENT

BRIJ MOHAN SHARMA , MEMBER

FOR THE COMPLAINANT:

MANAN

FOR THE OPPOSITE PARTY:

DOMINOS PIZZA

DATED: 28/07/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II,
U.T. CHANDIGARH

Consumer Complaint No.	:	CC/46/2025
Date of Institution	:	31/01/2025
Date of Decision	:	28/07/2026

Manan son of Sh.Dinesh Kumar, age 23 years, resident of H.No.4390, Sham Nagar, Sector 20, Rajpura, Distt. Patiala.

....Complainant

VERSUS

1. Domino's Pizza (Jubilant Foodworks Limited) having its office at Tower-D, Plot No.5, Logix Techno Park, Sector 127, Noida-201304,

Uttar Pradesh, through their Director/Authorized Signatory/Proprietor/ Manager..

Fresh address: Domino's Pizza (Jubilant Foodworks Limited) having its office at 15th Floor, Tower-E, Skymark One, Plot No.H-10/A, Sector 98, Noida-201301 Uttar Pradesh, through their Chairman and Director Mr.Shyam S.Bhartia.

E-mail:investor@jublfood.com.

2. Domino's Pizza – First and Second Floor SCO 29, near Community Centre, Sector 15-C, Chandigarh 160015 through their Director/Authorized Signatory/Proprietor/Manager.

...Opposite Parties

CORAM :	SHRI PAWANJIT SINGH	PRESIDENT
	SHRI B.M.SHARMA	MEMBER
ARGUED BY	: Sh.Manan, Complainant in person.	
	: Sh.Sourav Gulia, Advocate for OPs.	

Per Pawanjit Singh, President

1. It transpires from the averments, as projected in the consumer complaint, that the complainant availed the home delivery service of Domino's Pizza through the official application of OP No.1 on 08.01.2025. An amount of Rs.185.90 was paid through UPI. The payment receipt is annexed as Annexure A-1 with the complaint. It is pleaded that upon examining the invoice and bill summary, the complainant found that an additional packaging charge of Rs.20/- had been levied. The invoice and bill summary are annexed as Annexure A-2 and A-3 with the complaint. On 12.01.2025, the complainant placed a takeaway order from OP No.2 and paid Rs.194.90 through UPI. The payment receipt, bill and invoice are annexed as Annexure A-4 to A-6 with the complaint. During the takeaway visit, the complainant questioned the Branch Manager regarding the

packaging charge imposed on the home delivery order. The manager failed to provide any satisfactory reply and advised the complainant to raise the issue with the company through e-mail. The complainant was initially unable to access the invoice for the takeaway order due to a technical issue on the OP's website/app. The screenshot evidencing the error is annexed as Annexure A-7 with the complaint. On 22.01.2025, the complainant visited the restaurant to obtain the invoice, which was eventually provided by the Branch Manager. The invoices bills provided to the complainant are annexed as Annexure A-8 and A-9, while the payment receipt and bill of the dine-in order are annexed as Annexure A-10 and A-11 with the complaint. Upon comparing the invoices of the takeaway and dine-in orders, the complainant found that no packaging charges had been levied in either case, although the food was packed in the same type of pizza boxes as the home delivery order. Photographs of the boxes at the time of delivery, takeaway and dine-in orders are annexed as Annexure A-12 to A-14 with the complaint. The complainant further found that the OPs' terms and conditions do not disclose any separate packaging charge for home delivery. It is pleaded that the charging packaging fees only for home delivery, despite free delivery being applicable and identical packaging being used for takeaway and dine-in orders, is arbitrary, non-transparent and amounts to deficiency in service and an unfair trade practice. Hence, the present consumer complaint has been filed by the complainant seeking refund of the packaging charges alongwith interest, compensation, litigation costs, and directions restraining the OPs from continuing such unfair trade practices.

2. OPs resisted the consumer complaint and filed their written version, inter alia, taking preliminary objections that the complaint is frivolous and not maintainable either in law or on facts. The complainant

has failed to disclose any cause of action or establish any deficiency in service or unfair trade practice. The complaint has been filed only to harass the OPs and seek unwarranted monetary compensation.

In evidence filed by the OPs, it is stated that before confirming the online order, the complainant was shown the complete tax invoice on the application, including the packaging charges. The complainant voluntarily accepted the invoice and proceeded with payment after being fully aware of all applicable charges. Having accepted the terms and completed the transaction, the complainant cannot subsequently challenge the same. It is further stated that the packaging charges were clearly reflected in the invoice generated before payment. If the complainant did not agree with the charges, he had the option to cancel the order and not proceed with the purchase. The packaging used for home delivery is necessary to ensure safe delivery and preservation of the quality of the food. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OPs have prayed for dismissal of the complaint.

3. Replication has also been filed by the complainant controverting the assertions of OPs as made in their written version.

4. Parties led evidence in support of their contention.

5. We have heard the complainant in person & the learned counsel for the OPs and also gone through the file carefully, including the written arguments.

6. The fact that the complainant placed an online order on 08.01.2025 and paid an amount of Rs.185.90 is not disputed. The invoice placed on record by the complainant clearly reflects the levy of Rs.20/- towards packaging charges. It is also not disputed that the complainant

subsequently placed a takeaway order and a dine-in order from the same outlet and no separate packaging charges were imposed in those transactions.

7. The complainant has further placed on record photographs of the packaging used for the home delivery, takeaway and dine-in orders. A perusal of the same shows that the food items were supplied in similar pizza boxes in all three modes of service. The OPs have failed to place on record any cogent evidence to prove that any additional or special packaging material was used exclusively for the home delivery order of the complainant so as to justify the separate levy of packaging charges.

8. The defence raised by the OPs that the complainant accepted the invoice before making payment does not hold much merit. Merely displaying a charge in an invoice cannot validate an unfair or arbitrary levy, if such charge is otherwise found to be unreasonable or discriminatory in nature

9. The OPs have failed to explain why packaging charges were recovered only from customers opting for home delivery, whereas the same packaging was provided in takeaway and dine-in services without any additional charges. Such selective imposition of charges creates an unreasonable distinction between consumers availing different modes of service and lacks transparency.

10. The contention of the OPs that packaging is required for safe delivery of food cannot justify the separate recovery of packaging charges when packaging is an integral part of supplying the product in a deliverable condition. The OPs have also failed to show any transparent policy or prior disclosure explaining the basis of imposing packaging charges only on home delivery orders. The complainant has specifically

pleaded that the promotional offer provided free delivery for orders above Rs.149/-, and the OPs have not disputed that the order value was above the said threshold. Therefore, charging an additional amount under the head of packaging charges, without establishing any additional service or cost attributable solely to the complainant's order, amounts to an unfair trade practice.

11. In view of the foregoing discussion, it is safe to hold that the OPs have indulged in an unfair trade practice by imposing packaging charges only on home delivery orders without any reasonable basis and have also caused deficiency in service by failing to provide transparent and fair dealing to the complainant.

12. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and the OPs are directed as under:-

- i) to refund Rs.20/- (charged as packaging charges) to the complainant along with interest @ 9% per annum from the date of charging i.e. 08.01.2025 onwards.
- ii) to pay Rs.2,000/- to the complainant as compensation for causing mental agony and harassment as well as litigation expenses.
- iii) to deposit Rs.20,000/- in the Poor Patient Welfare Fund, Postgraduate Institute of Medical Education and Research (PGIMER), Sector 12, Chandigarh and submit the receipt/proof thereof with this office.

This order be complied with by the OPs within 45 days from the date of receipt of its certified copy, failing which the principal amount(s) mentioned at Sr.No.(i) & (ii) above shall carry interest @ 12% per annum from the date of this order, till realization.

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

Certified copies of this order be sent to the parties free of charge. A certified copy of this order be also sent to the Director, Postgraduate Institute of Medical Education and Research (PGIMER), Sector 12, Chandigarh for intimation. The file be consigned.

Announced

28/07/2026

Sd/- as

[Pawanjit Singh]

President **PAWANJIT
SINGH**

Sd/- **PRESIDENT**
[B.M.Sharma]

Member
BRIJ MOHAN SHARMA
MEMBER