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 19/22 filed on 12/01/2022

Complainant	:	E.P Sabu, Erinjery House, Bennett Road, Kura, Nellikkunnu, Thrissur. (By Adv. A.D Benny, Thrissur)
Opposite Party	:	Bhagyaratna Kuries (India) Pvt. Ltd., Represented by Chairman, Mission Quarters Road Junction, Thrissur, Pin – 680 001. (By Advs. A. Devadas, P.A Muraleeraj & M.S Dipu, Thrissur)

F I N A L O R D E R

By Sri. Ram Mohan R, Member:

1) Complaint in brief, as averred:

The complaint is filed under Section 35(1) of the Consumer Protection Act, 2019. The complainant was a subscriber to a kuri/chit conducted by the opposite party, the kuri number, concerned, being 182. According to him, the opposite party collected an amount of Rs. 7,800/- (Rupees seven thousand and eight hundred only) under the head “GST”. The receipt issued in respect of the said collection is a printed receipt in which the head “GST” and the amount of Rs. 7,800/- (Rupees seven thousand and eight hundred only) have been entered manually. The complainant alleges that the opposite party had unauthorisedly collected this sum towards “GST”, in spite of their having collected a sizeable sum from him as foreman commission. The complainant alleges fault and imperfection on the part of the opposite party. A lawyer notice caused by the complainant statedly evoked no result. Hence the complaint. The complainant claims for an order directing the opposite party to refund the sum collected from him towards “GST”, apart from other reliefs of compensation and costs.

2) NOTICE:

The Commission issued notice to the opposite party. The opposite party having failed to file written version in time, the Commission was constrained to proceed ex-parte against them.

3) Evidence:

The complainant produced documentary evidence that had been marked Ext. A1 to A3, apart from affidavit and notes of argument. Proceedings against the opposite party being ex-parte, no evidence adduced on their part.

Though the proceedings against the opposite party were set ex-parte owing to their failure to file written version within the stipulated time, subsequently they filed their notes of argument and were also heard in accordance with the dictum laid down by the Hon’ble Supreme Court by its Judgment dated ***22/07/2024 in Kaushik Narsinhbhai Patel & Ors vs. M/s S.J.R Prime Corporation Private Limited & Ors***.

4) Deliberation of facts and evidence of the case:

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 is photocopy of a receipt No. Nil dated Nil issued by the opposite party in favour of the complainant. Ext. A2 is copy of Lawyer Notice. Ext. A3 is Postal Acknowledgment Card.

5) Points of deliberation :

(i) Whether the complainant is a consumer? If yes;

(ii) Whether there is any fault or imperfection on the part of the opposite party?

(iii) Whether the complainant is entitled to refund of the sum he remitted under the head "GST"?

(iv) Whether the complainant is entitled to receive compensation from the opposite party? If so its quantum?

(v) Costs?

6) Point No.(i)

As discussed earlier, the arguments and submissions advanced by the opposite party during hearing as well as through their argument notes have also been duly considered for the limited purpose of adjudication of this case, in accordance with the dictum laid down by the Hon'ble Supreme Court, in ***Kaushik Narasinhbhai Patel Limited & Ors***. (supra). The opposite party by their argument notes admitted the complainant's subscription with them in the kuri in question. But they aver that the complainant is not a consumer of theirs and hence does not bear any consumer relationship with them. It is plain and unambiguous that the activities related to chit/kuri fall well within the definition of "service" under Section 2 (42) of the Consumer Protection Act, 2019 and that chit fund /kuri comes well within the ambit of consumer Commissions. This fact is unequivocally pronounced by the Hon'ble National Commission by its judgment dated ***30/11/2023 in Kovilakam Chits & Financial Service Vs. K.L Benny [III (2003) CPJ 87 NC].***

Hence the complainant is a consumer of the opposite party and point No. (i) is, therefore, proved in favour of the complainant.

7) Point No.(ii):

Ext. A1 receipt produced by the complainant clearly establishes that the opposite party collected Rs. 7,800/- (Rupees seven thousand and eight hundred only) under the head "GST". Significantly, the receipt does not contain the "GSTIN" of the opposite party. It also omits particulars ordinarily expected in a GST-compliant tax invoice, including the GST registration particulars, taxable value, applicable rate of tax and tax components. Whenever an amount is collected under the description "GST", such collection coveys to the consumer that the amount is being collected under authority of the Goods and Services Tax laws. A consumer paying such amount is entitled to receive a document enabling him to ascertain the identity of the registered supplier/service provider and the statutory basis of the levy.

Failure to disclose the "GSTIN" defeats that legitimate expectation. Such omission prevents the consumer from verifying whether the person collecting the amount is duly registered under the "GST" law and whether the amount collected has been lawfully charged.

The omission, therefore, creates a serious and legitimate doubt regarding the authority under which the amount has been collected as GST. A close scrutiny of Ext. A1 receipt would further reveal that it bears neither a receipt number nor the date on which it was issued.

The Commission hastens to add that an omission to mention the GSTIN, by itself, may not conclusively establish that the opposite party was not registered under the GST law. Nevertheless, in the present case, the receipt itself raises a serious doubt, and the burden of dispelling that doubt lay entirely upon the opposite party. The opposite party by their argument notes merely states that GST was lawfully collected and remitted to the Government. Mere assertions from the Bar cannot take the place of evidence. The opposite party has remained completely silent as to why they omitted to mention the GSTIN and why a GST-compliant document was not issued to the complainant. We also make a note that the opposite party, though entitled to participate in the proceedings in the limited manner recognized by the Hon'ble Supreme Court after forfeiture of its right to file the written version, did not avail itself of the opportunity to cross examine the complainant or challenge the documents produced by him. Consequently, the evidence adduced by the complainant remains unrebutted.

Collection of money under the statutory head "GST" without issuing a document containing the statutory particulars expected of such a transaction lacks transparency and is capable of misleading an ordinary consumer into believing that all legal requirements have been complied with. Such conduct falls short of the standard of fairness expected from a service provider. We are, therefore, satisfied that the opposite party has rendered deficient service and has adopted an unfair trade practice within the meaning of the Consumer Protection Act.

Hence point No. (ii) is proved in favour of the complainant.

8) Point No.(iii), (iv) & (v):

The complainant has sought refund of the amount of Rs. 7,800/- (Rupees seven thousand and eight hundred only) collected as "GST". We are not inclined to grant this relief. Although the opposite party has failed to justify the defective receipt, there is no evidence before us establishing that the opposite party was not registered under the GST law or that the amount collected was never remitted to the Government. In the absence of such evidence, a direction to refund the GST amount would not be justified.

However, the failure to issue a GST-compliant document, the omission to disclose the GSTIN, the absence of transparency in collecting an amount under the statutory head "GST", and the consequent inconvenience and hardship caused to the complainant clearly warrant an award of compensation. The Consumer Protection Act is intended not merely to compensate pecuniary loss but also to redress hardship and inconvenience and also to discourage unfair trade practices. The complainant prays for a compensation worth Rs. 10,000/- (Rupees ten thousand), only. Having regard to the entire facts and circumstances of the case, we are of the view that the complainant is entitled to receive the asked compensation of Rs. 10,000/- (Rupees ten thousand only), together with 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. 10,000/- (Rupees ten thousand only) towards compensation for the deficiency in service, unfair trade practice, inconvenience, agony and hardship suffered by him, and
b) a sum of Rs. 10,000/- (Rupees ten thousand only) towards costs,

both with 9% interest per annum from the date of filing of the complaint till the date of realisation. The opposite party shall comply with the above direction within 45 days of receipt of a 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/-	Sd/-	Sd/-
Sreeja S.	Ram Mohan R	C. T. Sabu
Member	Member	President

Appendix

Complainant's Exhibits :

Ext. A1 is photocopy of a receipt No. Nil dated Nil issued by the opposite party in favour of the complainant.

Ext. A2 is copy of Lawyer Notice.

Ext. A3 is Postal Acknowledgment Card.

Opposite Parties' Exhibits :

Nil

Id/-
Ram Mohan R
Member

//True copy//

Assistant Registrar

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