

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 24.02.2025
Date of final hearing: 03.07.2026
Date of Pronouncement: 03.08.2026

Consumer Complaint No.-DC/18/CC/62/2025

IN THE MATTER OF

Shubham Patial S/o Sh. Inder Singh, R/o VPO Dhasoli, Tehsil Jawali,
District Kangra, Himachal Pradesh.

.....Complainant

Versus

1. Amazon Seller Services Pvt. Ltd., (90), Nos.1401 to 1421, 14th
Floor, Block-E, International Trade Tower, Nehru Place, New Delhi-
110019.

2. Delhivery Company Pvt. Ltd., Head Office: Plot No. 5, Bhagwan
Mahaveer Marg, Sector-44, Gurgaon (Near Ramada Hotel)- 122003.

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra

Members: Ms. Arti Sood & Sh. Narayan Thakur

Present:- Mr. Karan Singh, Ld. counsel for complainant.
Opposite party No.1 already ex-parte.
Mr. Vinay Sharma, Ld. counsel for opposite party No.2.

PER: Mr. Hemanshu Mishra, President:-

ORDER

Facts giving rise to filing of this complaint are that on 26.09.2024, complainant ordered a "Wake Fit Mattresses 10 year warranty Shape Sense Orthopedic Classic" worth Rs.9,799/- from OP No.1 vide Order ID: 404-7734807-6154765. The transaction was fully prepaid online using a Visa Card ending in 9106. It is averred that when the shipment was not delivered within the stipulated schedule, the complainant contacted OP No.2, the logistics partner responsible for transit. The complainant alleges that OP No. 2 lingered on the matter under various pretexts and ultimately suggested cancelling the order by sharing a code/OTP. Consequently, on 07-10-2024, the order stood cancelled, and a confirmation message stating

"Shipment delivery cancelled" was generated. The complainant was assured by OP No.1 that the refund would be processed shortly. However, despite numerous follow-ups via email and telephone, no refund was credited. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

2. Opposite party No.1 did not appear before this Commission despite service, hence, proceeded ex-parte. Upon notice, opposite party No.2 appeared through counsel and contested the complaint by filing reply. OP No.2 contended that an attempt to deliver the consignment was duly made on 01-10-2024, but it could not be completed. Subsequently, the complainant himself opted for a code-verified cancellation on 07.10.2024. Following the cancellation, the logistics company safely returned the physical consignment to the consignor on 16-10-2024. The financial transaction and the subsequent refund management come strictly under the ambit of the marketplace (OP No.1) and the seller. It stated that there is no privity of contract between the complainant and the courier agency concerning financial refunds and prayed for the dismissal of the complaint against it with costs.

3. The parties were called upon to produce their evidence in support of their contentions and accordingly the parties have adduced their respective evidence.

4. We have heard learned counsel for the parties and also gone through the case file carefully.

5. A perusal of the documentary evidence annexure C-2 reveals that the complainant placed the order on 26-09-2024. While the base price of the mattress is stated as Rs.9,799/-, the order details reflect that the actual amount paid by the complainant was Rs.8,819.10/-, factoring in a bank discount deduction of Rs.979.90/-.

6. Tracking records confirm that the shipment delivery was marked "UNDELIVERED" and cancelled via OTP at Jawali on 7th Oct at 3:08 PM. Consequently, the item was returned and reached Faridabad on 16 Oct. Upon cancellation and return, the application

interface explicitly displayed the status "On the way back" and provided a clear assurance stating, "Your refund will be issued soon". Despite the successful return of the merchandise on 16-10-2024, the refund summary unjustly reflects a "Total expected refund" of ₹0.00.

7. Opposite party No.1 has opted to remain ex-parte, leaving the evidence adduced by the complainant entirely un rebutted. The failure of opposite party No.1 to process the refund for an unfulfilled and returned order constitutes a clear deficiency in service and an unfair trade practice. As far as opposite party No.2 is concerned, the evidence establishes that their role was limited to logistics. They successfully returned the physical consignment to the consignor on 16-10-2024. As they are not liable for the management of financial refunds, no deficiency in service is attributed to opposite party No.2. Hence, complaint deserves to be allowed against opposite party No.1 only.

8. Accordingly, the complaint is allowed and opposite party No.1 is directed to refund an amount of Rs.8,819.10/- to the complainant alongwith interest @ 9% per annum from the date of complaint till its realization. Apart from this, opposite party No.1 is also directed to pay compensation to the complainant to the tune of Rs.5,000/-, besides litigation cost quantified as Rs.5,000/-.

9. Applications pending, if any, stand disposed of in terms of the aforesaid order.

10. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The order be uploaded forthwith on the website of the Commission for the perusal of the parties.

11. File be consigned to record room along with a copy of this order.

(Hemanshu Mishra)
President

(Narayan Thakur)
Member

(Arti Sood)
Member

K.D*