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Date of Order: 28.08.2026.

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
KAKINADA.**

P r e s e n t:

Sri. Ch. Raghupathy Vasantha Kumar, B.Com., B.L., ... President.

Smt. Chakka Susi, B.Com., M.A., B.Ed., LL.B., ... Member.

Sri. Chaganti Nageswara Rao, B.Sc., LL.M., ... Member.

FRIDAY, the 28th day of August, 2026.

C.C. No. 22/2026.

Between

D. Venkateswara Rao,
S/o. Mani Kumar, Hindu,
aged about 30 years,
3-1-71/a, Mangayammaraopeta,
Pithapuram, Kakinada District,
Mobile Ph. No. 9381244348.

... Complainant.

And

1. The Executive Officer,
Sri Veera Venkata Satyanarayana Swamyvari Devasthanam,
Annaram, Sankhavaram Mandal, Kakinada District.
2. M/s. Satya Deva Fancy, Coconuts & Cool Drinks,
Represented by the authorized signatory,
Sri Veera Venkata Satyanarayana Swamyvari Devasthanam,
Annaram, Sankhavaram Mandal, Kakinada District. ... Opposite parties.

This case is coming on 16.06.2026 for hearing before this Commission in the presence of the complainant in person, Sri. G.V. Krishna Prakash for the 1st opposite party and Sri. N.V. Ravi Krishna, Advocate for the 2nd opposite party having stood over to this date for consideration, this Commission pronounced the following.

ORDER

(By Sri. Ch. Raghupathy Vasantha Kumar, President on behalf of Bench)

1. a. The complaint filed under Section 35 of the Consumer Protection Act, 2019 for a direction to the opposite parties to refund of the excess amount of Rs.7/-.
Compensation of Rs.10,00,000/- payable to the temple for deficiency in service.
Directions to display rate boards and initiate action against erring licensees. Costs of Rs. 10,000/- and other consequential reliefs etc. etc.

b. The complainant pleaded that he is a devotee of Sri Veera Venkata Satyanarayana Swamy Temple, Annavaram. On 22.02.2026 he visited the temple and purchased one litre of mineral water from the 2nd opposite party, the licensee of a shop situated on the temple hill. Though the Maximum Retail Price printed on the bottle was Rs.18/-, the 2nd opposite party demanded and collected Rs.25/- through UPI payment. When questioned, the 2nd opposite party claimed that he was authorised to sell above the MRP. The complainant alleged that the Executive Officer of the temple failed to regulate the licensee and thereby permitted unfair trade practices. Despite a complaint through WhatsApp, no action was taken.

c. It is contended that charging above the printed MRP amounts to an unfair trade practice, restrictive trade practice and deficiency in service. Hence the complaint.

2. a. The 1st opposite party/Executive Officer denied all allegations. It is contended that there is no consumer relationship between the complainant and the Executive Officer since no goods or services were purchased from the temple administration and that the complainant purchased the water bottle from the independent licensee alone.

b. It is further pleaded that the Executive Officer is only the administrative head under the Andhra Pradesh Charitable and Hindu Religious Institutions and Endowments Act, 1987. The shops are allotted through public auction under the A.P. Charitable and Hindu Religious Institutions and Endowments Immovable Properties and Other Rights (Other than Agricultural Lands) Leases and Licences Rules, 2003. Whenever violations are noticed, action is taken against the licensees. Proceedings and notices issued against the 2nd opposite party by the Endowments Department and Food Safety authorities were filed. It is therefore contended that there is neither deficiency in service nor unfair trade practice on the part of the 1st opposite party and the complaint is liable to be dismissed against it.

c. The 1st opposite party further pleaded that the Executive Officer has always taken prompt action whenever complaints are received against licensees conducting business in the temple premises. It is specifically contended that on receipt of complaints regarding charging of excess price by the 2nd opposite party, proceedings were initiated by the Endowments Department. Notices in R.C. No. C1/50301/2025, dated 12.11.2025, R.C. No. C1/499671/2024, dated 23.02.2025, and R.C. No. C1/46442/2023, dated 12.03.2026, were issued to the 2nd opposite

party. The matter was also reported to the Assistant Food Controller, Kakinada, seeking permission to initiate action under the relevant provisions of law. It is further pleaded that, as per the licence conditions, any licensee found indulging in overcharging is liable for cancellation of licence, imposition of penalties and other disciplinary action. Thus, the Executive Officer has not remained passive but has been enforcing the auction conditions and taking regulatory measures against erring licensees. Therefore, no deficiency in service or negligence can be attributed to the 1st opposite party.

3. a. The 2nd opposite party denied charging any amount illegally. It is contended that besides the water bottle, the complainant purchased a cool drink worth Rs.20/- and a biscuit packet worth Rs.5/- and deliberately projected the payment as if it related only to the water bottle.

b. It is further pleaded that the licensee pays substantial licence fee, rent, GST and electricity charges to the temple and provides various amenities to devotees. Mineral water is also supplied free of cost by the temple at several places. The complaint is alleged to have been filed only to claim compensation and harass the licensee. The documents relied upon by the complainant are alleged to have been created for the purpose of the case. Hence, dismissal with exemplary costs is sought.

c. Both the opposite parties pleaded that the 1st opposite party has provided the R.O. drinking water facility free of cost to the devotees and the public and that the present complaint is to defame the image of the opposite parties etc.

4. Evidence affidavit of the complainant and the opposite parties filed. Ex. A- 1 to Ex. A-5 marked for the complainant. Ex. B- 1 to Ex. B – 5 marked for the 1st opposite party. No documents for the 2nd opposite party. Written arguments of all parties filed. Heard the arguments and the following issues are made.

Issue No. 1	Whether the complainant is a consumer under the Consumer Protection Act, 2019.?
Issue No. 2	Whether the 2nd Opposite Party collected an amount exceeding the MRP. ?
Issue No. 3.	Whether such conduct amounts to unfair trade practice and deficiency in service?
Issue No. 4.	Whether the 1st Opposite Party is liable. ?

Issue No. 5. To what relief.?

Issue No. 1.

5. The complainant has established through Ex.A-1 (UPI payment proof) and Ex.A-4 photo copy of the packaged drinking water bottle showing that he has purchased a packaged drinking water bottle from the 2nd Opposite Party by paying consideration. The transaction is not disputed. The 2nd Opposite Party has also admitted receipt of Rs.25/- from the complainant, though with a different explanation regarding the articles purchased.

6. Section 2(7) of the Consumer Protection Act, 2019 defines a "Consumer" as any person who buys goods for consideration. The purchase of a packaged drinking water bottle for personal consumption squarely falls within the said definition. Therefore, the complainant is a consumer as against the 2nd Opposite Party. The 1st issue is answered in favour of the complainant.

Issue No. 2

7. The complainant has produced the Ex. A – 1 UPI payment proof, Ex. A – 4 is the photo copy of the packaged drinking water bottle bearing printed MRP, photographs and Ex. A – 3 are the video recordings. The 2nd opposite party has not produced any convincing documentary evidence to rebut these documents.

8. The plea of the 2nd Opposite Party is internally inconsistent. On one hand, he asserts that the complainant did not purchase the packaged drinking water bottle from his shop because free drinking water was available in the temple. On the other hand, he seeks to explain the payment of Rs.25/- by stating that it represented the price of a cool drink and a biscuit packet. Except for making such a plea, no documentary evidence has been produced. Such a mutually destructive defence substantially weakens the credibility of the written version and renders it difficult to accept.

9. More importantly, the written version of the 1st Opposite Party and Ex. B-2 to Ex.B–5 discloses that complaints regarding overcharging by the 2nd Opposite Party had earlier been received and proceedings had been initiated through various notices issued by the Endowments Department. Those official proceedings substantially corroborate the complainant's allegation and probabilise his version.

10. The defence of the 2nd Opposite Party that the complainant purchased only a cool drink and biscuit is unsupported by any contemporaneous records such as

electronic billing records or CCTV footage. Though such evidence was within his exclusive possession, no attempt was made to produce the same.

11. Under Sections 106 and 114 of the Bharatiya Sakshya Adhiniyam, 2023, where facts are especially within the knowledge of a party, failure to produce the best evidence permits the Court to draw an adverse inference. On the touchstone of preponderance of probabilities, this Commission is satisfied that the complainant purchased only the packaged drinking water bottle and that the 2nd Opposite Party collected Rs.25/- against the printed MRP of Rs.18/-. The 2nd issue is therefore answered in favour of the complainant.

Issue No. 3.

12. The Maximum Retail Price printed on a packaged commodity represents the highest price at which such commodity can legally be sold to a consumer. Collection of any amount beyond the printed MRP is prohibited by the Legal Metrology Act, 2009 and the Legal Metrology (Packaged Commodities) Rules, 2011 and constitutes an unfair trade practice within the meaning of Section 2(47) of the Consumer Protection Act, 2019.

13. Such conduct squarely falls within the definition of "unfair trade practice" under Section 2(47) of the Consumer Protection Act, 2019, as it adopts an unfair method for promoting and supplying goods by violating statutory law and misleading consumers regarding the lawful sale price. It also amounts to deficiency in service, since the consumer is deprived of the protection guaranteed by law.

14. The Hon'ble Supreme Court in Lucknow Development Authority v. M.K. Gupta, (1994) 1 SCC 243, held that the Consumer Protection Act is a beneficial legislation enacted to protect consumers against exploitation and that its provisions deserve liberal interpretation. Likewise, in Charan Singh v. Healing Touch Hospital, (2000) 7 SCC 668, the Hon'ble Supreme Court observed that compensation under the Consumer Protection Act should not only compensate the individual consumer but should also operate as a deterrent wherever circumstances justify such an approach. Similar principles were reiterated in Ghaziabad Development Authority v. Balbir Singh, (2004) 5 SCC 65.

15. The present case assumes greater significance because the violation occurred at one of the busiest pilgrimage centres in the State, where thousands of devotees visit every day. Consumers purchasing essential commodities such as drinking water at such places are ordinarily left with little or no bargaining power and

are compelled to purchase at the price demanded. Exploiting such circumstances to collect amounts above the statutory MRP is a serious unfair trade practice affecting not merely one consumer, but the consumer public at large.

16. The Hon'ble Supreme Court has repeatedly held that the Consumer Protection Act is a beneficial legislation intended to protect consumers from unfair trade practices and that its provisions must receive liberal interpretation in favour of consumers. Likewise, the Hon'ble National Consumer Disputes Redressal Commission has consistently held that charging more than the declared MRP amounts to unfair trade practice and deficiency in service.

Issue No. 4.

17. The complainant contended that the Temple Administration is liable since the shops are established on temple property and are functioning under licences issued by the Temple. There can be no dispute that the Temple Administration exercises supervisory control over the licensees. However, the licence conditions filed by the 1st Opposite Party clearly indicate that the licensee independently conducts business and is personally responsible for complying with statutory provisions.

18. No evidence has been adduced to show that the Temple Administration instructed, encouraged or authorised collection of price above the MRP. Vicarious liability cannot be fastened merely because the premises belong to the Temple. The liability for charging excess price squarely rests upon the person who actually sold the packaged commodity.

19. The 1st opposite party filed the documents Vide Ex. B – 2 to Ex. B – 4 showing that on receipt of complaints against the 2nd opposite party, proceedings were initiated by the Endowments Department. Notices in R.C. No. C1/50301/2025, dated 12.11.2025, R.C. No. C1/499671/2024, dated 23.02.2025, and R.C. No. C1/46442/2023, dated 12.03.2026. The matter was also reported to the Assistant Food Controller, Kakinada, seeking permission to initiate action under the relevant provisions of law. The 1st opposite party contended that as per the licence conditions, any licensee found indulging in overcharging is liable for cancellation of licence, imposition of penalties and other disciplinary action. Thus, the Executive Officer has not remained passive but has been enforcing the auction conditions and taking regulatory measures against erring licensees. Therefore, no deficiency in service or negligence can be attributed to the 1st opposite party.

[illegible]

Issue No. 5.

21. The evidence on record unequivocally establishes that the 2nd Opposite Party charged a price higher than the maximum retail price (MRP) printed on the packaged commodity. The Commission cannot ignore the circumstances under which the violation occurred. The sale took place at Sri Veera Venkata Satyanarayana Swamy Devasthanam, Annavaram, one of the most frequented pilgrimage centres in Andhra

Pradesh, where thousands of devotees visit every day. Consumers at such places are often constrained by time, availability of alternative vendors, and the urgency of their needs. Such consumers are in a vulnerable position and are compelled to purchase essential articles at the price demanded. Exploiting this vulnerability by charging more than the MRP amounts to a deliberate commercial practice intended to derive unlawful gain at the expense of unsuspecting consumers.

22. If the Commission were to merely direct refund of the excess amount collected from the complainant, the opposite party would still stand to benefit from similar illegal collections made from innumerable other consumers. Such an approach would render the statutory prohibition ineffective and would encourage repetition of the violation. The Consumer Protection Act is a beneficial legislation enacted not merely to compensate an individual consumer but also to ensure fairness in trade, protect the consumer community at large, and eliminate unfair trade practices from the marketplace.

23. The Hon'ble Supreme Court in Lucknow Development Authority v. M.K. Gupta, (1994) 1 SCC 243, observed that the Consumer Protection Act is a social welfare legislation intended to provide simple, inexpensive and speedy redressal and that the Consumer Fora must adopt an approach that advances the object of the legislation. In Charan Singh v. Healing Touch Hospital, (2000) 7 SCC 668, the Supreme Court held that compensation under the Consumer Protection Act should serve not only a compensatory purpose but also a deterrent one where the circumstances warrant. Likewise, in Ghaziabad Development Authority v. Balbir Singh, (2004) 5 SCC 65, the Apex Court recognised that the Consumer Fora are empowered to award appropriate compensation having regard to the nature of the misconduct and the ends of justice. The present case discloses a systematic violation committed at a major public pilgrimage centre affecting not merely the complainant but having the potential to affect thousands of consumers similarly placed as such the conduct of the 2nd opposite party deserves to be deprecated in the strongest terms.

24. This Commission is therefore of the considered opinion that mere refund of the excess amount or award of nominal compensation would not achieve the object of the Consumer Protection Act. A substantial amount by way of punitive damages is necessary to ensure that unfair trade practices do not become economically

profitable and to send a clear message that exploitation of consumers at public places and pilgrimage centres will invite serious consequences.

25. Accordingly, considering the gravity of the unfair trade practice, the likelihood of recurrence, the large number of consumers affected, the necessity of protecting public interest, and in exercise of the powers conferred under Section 39(1)(d) read with Section 39(1)(m) of the Consumer Protection Act, 2019, this Commission directs the 2nd opposite party to pay punitive damages of Rs.7,00,000/- (Rupees Seven Lakhs only), which shall be credited to the Consumer Welfare Fund. In default, the said amount shall carry interest at 9% per annum from the date of default till realization. This direction is issued not as compensation to the complainant but as a measure to uphold consumer rights, preserve public confidence in the rule of law, and effectively deter recurrence of such unfair trade practices.

26. In the result, the complaint is allowed in part, by directing the 2nd Opposite Party to refund Rs.7/- (Rupees Seven only), being the excess amount collected over and above the printed MRP. The 2nd Opposite Party shall pay Rs.10,000/- (Rupees Ten thousand only) towards compensation and Rs.5,000/- (Rupees Five thousand only) towards litigation costs. The 2nd opposite party is further directed to pay Rs.7,00,000/- (Rupees Seven Lakhs only) to the Consumer Welfare Fund. The complaint against the 1st Opposite Party is dismissed. Nevertheless, the 1st Opposite Party is directed, in exercise of its supervisory functions, to ensure that all licensed shops functioning within the temple premises prominently display the MRP of packaged commodities, and to do public announcements to the pilgrims similar to the other announcements as mentioned herein above at hourly intervals, besides maintaining an effective complaint mechanism for devotees. The compliance shall be made within 45 days from the date of receipt of this order, failing which the monetary amounts shall carry interest at 9% per annum from the date of default till realization. No order as to further reliefs.

- Applications pending if any, stand disposed of in terms of the aforesaid order.
- A copy of this judgment be provided to all parties free of cost as mandated by the Consumer Protection Act, 2019.
- The judgment be uploaded forthwith on the website of this commission for the perusal of the parties.
- File be consigned to record room along with copy of this judgment.

Typed to my dictation to Jr. Stenographer and pronounced by us on this the 28th day of August, 2026.

MEMBER

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE**WITNESSES EXAMINED**

For complainant: PW1-D.Venkateswara Rao.

For opposite parties:

1st opposite party: DW1-Nallam Surya Chakradhara Rao.

DOCUMENTS MARKED:**For Complainant:**

Exhibits	Date	Description	Remarks
Ex. A-1	22.02.2026	Payment Transaction details.	Photo copy
Ex. A-2	22.02.2026	Photograph showing the name board of the 2 nd opposite party.	Photo copy
Ex. A-3	22.02.2026	CD.	Photo copy
Ex. A-4	22.02.2026	Water bottle and bill.	Photo copy
Ex. A-5	25.02.2026	Whatsapp messages.	Photo copy

For opposite parties:

Exhibits	Date	Description	Remarks
Ex. B-1	13.06.2024	Tender schedule.	Attested Copy
Ex. B-2	12.11.2025	Proceedings in RC No.C1/PGRS/E.No.50301/2025 with challan.	Attested Copy
Ex. B-3	23.05.2025	Notice.	Attested Copy
Ex. B-4	12.03.2026	Letter.	Attested Copy
Ex. B-5	-	Photos and CD	Digital Copy

MEMBER

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PRESIDENT