

**District Consumer Disputes Redressal Commission,
B. S. Road, Cooch Behar -736101.
Ph. No. 03582-230696, 222023
E-mail - confo-kb-wb at the rate of nic.in
Web - www.confonet.nic.in**

**Complaint Case No. CC/22/2022
(Date of Filing : 06 May 2022)**

1. Sri Ashok Das,

S/o. Late Jagadish Ch. Das, Babupara, Ward No.2, P.O. & P.S.
Dinhata, Dist. Cooch Behar-736135.

2. Dali Chouhan,

D/o. Sadhan Chouhan, Dinhata Villege-I, P.O. Koualidaha, P.S.
Dinhata, Dist. Cooch behar-736135.

.....Complainant(s)

Versus

1. Seneor Vice President, Amazon.In, Amazon India,

Regd. Office - Brigade Gateway, 8th Floor, 26/1 Dr. Rajkumar
Road, Malleshwaram (W), Bangalore-560055, Karnataka.

2. Vice President & Country Manager,,

India Consumer Business, Amazon India, Regd. Office - Brigade
Gateway, 8th Floor, 26/1 Dr. Rajkumar Road, Malleshwaram (W),
Bangalore-560055, Karnataka.

3. Director / Partner, Shiv Enterprises,

VPO Bhuna, Hisar Road, Near BSNL Exchange, Bhuna, Haryana,
Pin-125111.

.....Opp.Party(s)

BEFORE:

**HON'BLE MRS. RUMPA MANDAL PRESIDING MEMBER
HON'BLE MR. SUBHAS CHANDRA GUIN MEMBER**

PRESENT: Sri Ashok Das, In person, Advocate for the Complainant 1

Dated : 31 Oct 2023

Final Order / Judgement

Hon'ble Mr. Subhas Ch. Guin, Member.

The sum and substance of the complaint petition is that the Complainant, Mr. Ashok Das and Mrs. Dali Chouhan ordered through Amazon on 23.11.2021 thirty (30) items of Daffodils Mosquito Bug Bird Net Transparent White Barriers Handling Blind Garden Netting for protect your plant, fruits and flower (10x33ft) vide order No. 407-02-36667-69050965 by Amazon in account of Mr. Ashok Das. The said order was prepaid and Amazon India generated an auto invoice No. NHTY-2046 dated 23-11-21 of Rs 17970/- (Rs Seventeen thousand nine hundred seventy only). The Complainant made the said payment through Bajaj EMI card having No. 2030402124779438 by loan having loan account No. X79 ECFHQ 208122. The EMI for the said loan was RS 5990/- and

number of EMI was three. On 28-11-21 the complainant received one item from Amazon India (Amazon.in) delivery boy but rest 29 item was not delivered by the Amazon India. On receiving the said one item, the Complainant Cancelled the above said order through Amazon India platform on 29-11-2021 and informed Amazon India Customer care on 30-11-21 over phone for not supplying goods against the said order dated 23-11-21 properly (i.e out of 30 items one Item was delivered). Thereafter, the Complainants returned the said one item on 08-12-21 by post having consignment No:- EW901762520IN to Shiv Enterprise, Bhuna, Haryana-125111 as per Amazon India system instruction with return label. Complainants also sent notice to Amazon.com and Amazon India Management on-18-12-21 and to shiv Enterprise on 25-12-21 through e-mail ashokdas.4511@gmail.com. Amazon India showed a message in Complainant user panel which reads as "your refund will be issued within 3-5 business days from when we receive your return". The Shiv Enterprises received the said return item through post vide Consignment No. stated earlier. Bajaj Fiserv (Bajaj Finance) deducted the three EMI's Rs. 6322/- on 02-01-22, Rs 5990 on 02-02-22 and Rs 5990 on 02-03-22 from the savings bank account of the Complainant No-2, Dali Chauhan of State Bank of India, Dinhat Branch having No. 36037408206. Thus, the complainants lost their goodwill to the customer for not supplying the order item by Amazon India after receiving the full payment of Rs 17970/-. Therefore, the Complainants are entitled to get refund of entire amount of Rs 17970/- paid to the O.Ps. Therefore, finding no other alternative, the Complainants filed this case before the Commission for redressal of their grievances with Senior Vice President, Amazon India, Brigade Gateway, 8th Floor, 26/1, Dr. Rajkumare Road, Malleshwaram (W) Bangalore-560055 as O.P-1, Vice President and Country Manager, India Consumer Business, Amazon India, Brigade Gateway, 8th Floor, 26/1, Dr Rajkum Road, Malleshwaram (W) Bangalore-560055 as O.P-2 and Director/Partner, Shiv Enterprises, VPO Bhuna, Hisare Road, Near BSNL Exchange, Bhuna, Haryana as O.P-3.

The cause of action of the present case arose on 23-11-21 when the Complainants ordered 30 items through Amazon India platform. So, the Complainants prayed to the Commission for a direction to the O.Ps for refund of Rs 17970/- along with interest at the market rate. They also prayed for a compensation of Rs 9900000/-for business loss, goodwill loss, mental pain, agony, harassment and loss of value of money. They also claimed for cost of litigation and other relief as the commission may deem fit and proper in favour of the Complainants.

Summons were served upon the O.P-1, O.P-2 and O.P-3 On 24-05-22, 26-05-22 and 25-03-22 respectively which were confirmed from track report of Postal Department. Nobody appeared on behalf of the O.Ps for which the commission decided the case to be heard ex parte against all O.Ps vide its order No. 04 dated 08-07-22. But on 30-11-92 O.P-1 and O.P-2 filed a petition for vacating exparte order on the ground stated therein along with W.V and evidence on affidavit.

Perused the petition. Heard the submission of both parties.

Having considered all aspects of the matter, the O.P-1 and O.P-2 were given an opportunity to contest the case. However, considering the delay in the matter and consequential harassment of the Complainants, the prayer for accepting the W/V and evidence was granted with cost of Rs 8000/- as Condition Precedent (CP). Later, on submission of the O.P-1 and O.P-2 the cost was remitted to Rs. 4000/-. Thereafter, the OP-1 and O.P-2 filed a petition on 15-06-23 stating that a cheque issued for cost by the company was sent through courier which required time. The prayer of the O.P-1 and O.P-2 was allowed but they neither paid the cost nor did they turn up to contest the case. So, the

W/V and evidence filed by the O.P-1 and O.P-2 were rejected and the case was decided to be heard ex parte against both O.P-1 and O.P-2. vide order no.-14 dated 16-08-23.

Decision with reasons

The complainants ordered (30) thirty items of Daffodils Traders Mosquito Bug Insect Bird Net Transparent White Barrier Hunting Blind Garden Netting for Protect your Plant Fruits Flower through Amazon.in vide order no. 407-023667-6905965 dt 23-11-24 (Anex-A). The Complainants paid Rs. 17970/- (Seventeen thousand nine hundred seventy only) against Amazon Prepaid order No. stated earlier through Bajaj EMI Card taking loan from Bajaj Fiserv (Anex- c(1) and (2)) for which Amazon India system generated an auto invoice having No. NHTY-2046 dt 23-11-21 for Rs.17970/=- (Anex-B). Anex-D is the photo copy of the said one item which they received on 28-11-23 out 30 items ordered through Amazon India platform. On receipt of one item, the Complainants Cancelled the said order in Amazon India platform on 29-11-21 and informed the Amazon India over phone on 30-11-21 through their Customer Care for not supplying item properly. Thereafter, they returned that one item to Shiv Enterprises, Bhuna, Haryana through India Post Consignment having No. - EW 90176 2520IN as per Amazon India system instruction with return level Anex-E(1). They also sent notices to Amazon India and Shiv Enterprises through Email on 18-12-21 and 25-01-22 respectively (Anex-F). Thereafter, Amazon India showed a message on the Complainant user Panel (Anex-G). Anex-H is the track report of the postal Department having Consignment No. EN901762520IN where the item delivery was confirmed. Thus the one item received by the Complainants was returned to the O.P-3. So, as per Anex-G which is a message of Amazon India on their Complainant user panel which reads as "your refund will be issued within 3-5 business days from when we receive your return". Despite this message of refund, on receipt of returned item, O.Ps did not refund the amount of Rs.17970/- to the Complainant. O.Ps did not supply the items properly despite prepaid order booked by the Complainants. On the contrary, O.Ps did not refund the prepaid amount on receipt of returned item on cancellation of the order as per their instruction. These activities of the O.Ps tantamounts to unfair trade practice and deficiency in service which caused tremendous mental pain and agony to the Complainants. Therefore, the Complainants are entitled to get compensation for such acts of the O.Ps.

Hence, it is

Ordered

That the Complaint case No. CC/22/2022 be and the same is allowed ex parte against the O.Ps with cost.

The O.Ps are directed to refund the prepaid amount of Rs.17,970/- with interest @ 6%. p.a to the Complainant jointly and or severally from the date of payment for booking the order. The O.Ps are also directed to pay Rs.1,00,000/- as compensation for harassment, mental pain, business loss, agony and loss of goodwill and Rs.10,000/- as litigation cost jointly and or severally. The O.Ps are further directed to pay the total awarded sum within (30) thirty days from date of this order failing which the total awarded sum shall carry an interest @ 6% p.a from the date of this order till its realization.

D.A. to note in the trial Register.

Let a plain copy of this Order be supplied to the concerned party by hand/by Registered Post with A/D forthwith, free of cost, for information & necessary action as per rule.

The copy of the Final Order is also available in the official website: www.confonet.nic.in.

**[HON'BLE MRS. RUMPA MANDAL]
PRESIDING MEMBER**

**[HON'BLE MR. SUBHAS CHANDRA GUIN]
MEMBER**