

complainant wanted a discount on the food bill with the arguments that the complainant knew the owner of the restaurant, Mr. Toor. As the owner of the restaurant was not present within the premises, the manger requested the complainant that as per the policy the discount would only be available on the drinks menu and not on the food as the beverages has such component and that no discount can be availed upon the food itmes. Despite the request made by the staff in the restaurant do not disturb the atmosphere in the premises, as an afterthought, the alleged incident of live worm and thereafter a worm was tried to be manipulated in the present complaint is nothing but an attempt at browbeating the restaurant. It is also submitted before this Commission that on the one hand the order itself is stated to be that of “Chipolte Chicken Rice and Chipolte Paneer Rice”, yet the complainant has stated that she is ‘Gursikh’ and her religious sentiments have been disturbed. Thereby, contradictions and manipulations for fraudulent and vested reasons and purposes. On these lines, the case is sought to be defended by OP.

3. Rejoinder was filed and averments made in the consumer complaint were reiterated.
4. Parties led evidence by way of affidavits and documents.
5. We have perused the record and gone through the record of the case.
6. The sole grouse of the complainant through present case is that on 14.09.2020 when she ordered two rice dishes, one veg and another non-veg, a live moth larvae come out of her bowl which was very shocking to her. Hence, she is complaining against OP for its sheer negligence in maintaining the requisite safety and hygienic standards.
7. The stand taken by OP is that there was no live worm in the food as alleged by the complainant. Further, it has been contended the DDR Annexure C-3, there is no such content mentioned over it OP has further alleged that it was the complainant only who was seeking discount on her order which was not available with it. Due to this very reason, the atmosphere in the premises was disturbed by the complainant.
8. After going through the documents on record, it is evident from Annexure C-2, the copy of the bill that the complainant paid an amount of Rs.852.75/- on 14.09.2020 for one ‘Chipotle Chicken Rice and Chipotle Paneer Rice’. The allegation of the complainant is with regard to live moth in the dish. It is abundantly clear from the video annexed as Annexure C-1. Certainly, when the OP did not pay any heed to the request of the complainant, she called the police and registered DDR Annexure C-3. The contents of DDR reveal that issue of worm in food was very much reported to the police against the OP restaurant. It is specifically mentioned by the complainant that no empathy was shown by the OP and even bill was not given by it. Due to this very reason the complainant sought help from the police.
9. In our opinion, it is the duty of the restaurant to provide hygienic and safe food to the customers. Any deviation from this standard can be considered a breach of their duty. In the present case, presence of live worm in the complainant’s food clearly indicates that it is a failure on the part of OP restaurant to meet its duties. Certainly, due to inactive attitude of the OP only the complainant was forced to move to the police and thereafter to knock the door of this Commission for redressal of her genuine grievance. Hence, the act of OP for not keeping the proper hygiene, not serving safe food to its customers and non-providing proper services proves deficiency in services on its part and its indulgence in unfair trade practice.
10. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OP is directed as under :-
 - i. To refund amount of ₹852.75/- to the complainant.
 - ii. to pay an amount of ₹10,000/- to the complainant as compensation for causing mental agony and harassment to her.
 - iii. to pay another cost of Rs.10,000/- which shall be deposited by OP with the Consumer Legal Aid Account head being maintained in the name of Secretary, State Consumer Disputes Redressal Commission, U.T. Chandigarh.
 - iv. to pay ₹5000/- to the complainant as costs of litigation.
11. This order be complied with by the OP within thirty days from the date of receipt of its certified copy, failing which, it shall make the payment of the amounts mentioned at Sr.No.(i), (ii) & (iii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iv) above.
12. Pending miscellaneous application, if any, also stands disposed of.
13. Certified copies of this order be sent to the parties free of charge. The file be consigned.

11/09/2023

Ls

**Sd/-
[Pawanjit Singh]
President**

**Sd/-
[Surjeet Kaur]
Member**