

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, AMRITSAR.

Consumer Complaint No. 144 of 2023

Date of Institution: 17.3.2023

Date of Decision: 3.10.2023

Sukhjinder Singh son of Sh. Harbhajan Singh, resident of Ward No. 10,  
VPO Majitha, Near Vijay Cable Chowk, Majitha District Amritsar M.No.  
9888673302

Complainant

Versus

1. Lenskart Solutions Pvt.Ltd., having its registered/corporate office at Property No. 29/24/2, 25/2/1, 30/4/1, 5/1, 6/1/1, 6/1/2, Revenue Estate of Village Begumpur Khatola , Gurugram (06) 122004 through its Managing Director
2. Lenskart.com having one of its branch/shop at Ground Floor, Shop No. 5, in front of Ees Eel Indira Colony, Majitha Road, Amritsar through its Proprietor / Partner / Frachisor / authorized signatory/person over all Incharge

Opposite Parties

Complaint under section 34 & 35 of the  
Consumer Protection Act, 2019)

**Result : Complaint Allowed Ex-parte**

**Counsel for the parties :**

For the Complainant : Sh. Munish Kohli, Advocate

For the Opposite Parties : Ex-parte.

**CORAM**

**Mr.Jagdishwar Kumar Chopra, President**

**Mr.Lakhwinder Pal Gill, Member**

**ORDER:-**

**Mr.Jagdishwar Kumar Chopra, President** :-Order of this commission will dispose of the present complaint filed by the complainant u/s 34 & 35 of the Consumer Protection Act, 2019.

**Brief facts and pleadings**

1. Brief facts of the case are that complainant purchased one Spectacles Black Full RIM Rectangle Eye Glasses John Jacobs Rich Acetate, Model JJ E140075-C2 having product Id 148295 on the basis of allurements given by the opposite parties regarding giving hefty discount of 50% on scheme formulated by the opposite parties for a consideration of Rs. 2800/- (original price of which was Rs. 5000/-) from opposite party No.2 vide bill dated 25.5.2022. Opposite party No.1 is the main supplier of the abovesaid product and as such complainant is consumer of the opposite parties. At the time of purchase of the abovesaid spectacles the opposite parties gave assurances to the complainant that the frame, glass and all other allied material used in the manufacturing of said article is of very superior quality and the said spectacle will be very comfortable for the eyes of the complainant for the sufficient long period of more than 1 year. But however, after few days of using the said spectacle the complainant started feeling uncomfortable and suffered from eyes pain as well as severe headache. In this respect complainant visited opposite party NO.2 and representative of opposite party No.2 advised the complainant to wear the said spectacle regularly for a further period of

one month and then he will feel comfortable. As such the complainant on believing the assurance of the opposite parties used the said spectacle regularly. After passing further period of more than one month the complainant remained suffered from abovesaid problems on account of usage of abovesaid spectacle but due to very inferior quality of the glasses, frame and other allied material with the passage of time condition of glasses started deteriorating and resultantly visible cracks in the surface of the glasses. It is pointed out that the technician of the opposite parties without conducted any eyes testing determined the power as +1.25 on right eyes and +.75 on left eyes and due to this reason the complainant started suffering severe headache and eyes pain. Thereafter the complainant made complaints through online and in the month of Oct. 2022 the complainant handed over the spectacles to opposite party No.2 for proper checking and also for removing the above deficiencies in the product. At the time of receiving the abovesaid spectacle it was assured by opposite party No.2 that they shall return the said spectacle to the complainant after removing all the defects. After about one week the opposite party No.2 called and handed over the spectacles to the complainant and the complainant received great shock to see scratches/cracks on the frame as well as glasses of the abovesaid spectacles, copy of online complaints is Ex.C-2. Thereafter the complainant approached the opposite parties on 27.12.2022 and requested

to refund the said amount or to replace the said defective and of inferior quality spectacles with new one, but to no avail. The aforesaid act of the opposite parties is selling inferior quality product amounts to deficiency in service as well as unfair trade practice which has caused lot of mental agony, harassment, inconvenience besides financial loss to the complainant. Vide instant complaint, complainant has sought for the following reliefs:-

- (a) Opposite party be directed to refund Rs. 2800/- alongwith upto date interest.
- (b) Compensation to the tune of Rs. 1,00,000/- may also be awarded to the complainant.
- (c) Opposite party be also directed to pay Rs.11000/- as litigation expenses to the complainant.
- (d) Any other relief to which the complainant is entitled be also awarded to the complainant.

Hence, this complaint.

2. Notice of the complaint was served upon the opposite parties but when none made appearance on behalf of the opposite parties , the opposite party No.1 was ordered to be proceeded ex-parte vide order dated 21.8.2023, whereas opposite party No.2 was proceeded ex-parte vide order dated 15.9.2023.

### **Evidence of the complainant and Arguments**

3. Alongwith the complaint, complainant has filed his affidavit Ex.CW-1/A, copy of invoice Ex.C-1, copy of online complaints Ex.C-2

4. We have heard the Ld.counsel for the complainant and have carefully gone through the record on the file . Ld.counsel for the complainant stated at bar that h e does not want to file written arguments and the contents of the complaint alongwith exhibited documents be read as part of written arguments.

### **Findings**

5. From the averments of the complainant as well as evidence produced on record , it stands fully proved on record vide tax invoice Ex.C-1 that the complainant purchased the spectacle from the opposite party No.2 on 25.5.2022 for Rs. 2800/- after getting discount of 50%, whereas the original price of the spectacle was Rs. 5000/-. The contention of the complainant that after few days of using the said spectacle he started feeling uncomfortable and suffered from eyes pain as well as severe headache . In this regard when complainant visited opposite party No.2 , he advised the complainant to wear the said spectacle regularly for a further period of one month . However, after passing further period of more than one month the complainant remained suffered from abovesaid problems on account of usage of abovesaid spectacle but due to very inferior quality of the glasses, frame and other allied material with the passage of time condition of glasses started deteriorating and resultantly visible cracks in the surface of the glasses. It is also the case of the complainant the technician of the opposite parties without conducted any

eyes testing determined the power as +1.25 on right eyes and +.75 on left eyes and due to this reason he started suffering severe headache and eyes pain. In this regard complainant made online complaints , copy of complaints is Ex.C-2. In the month of October 2022, the complainant handed over the spectacles to opposite party No.2 for proper checking and also for removing the above deficiencies in the product. After about one week the opposite party No.2 called and handed over the spectacles to the complainant and the complainant received great shock to see scratches/cracks on the frame as well as glasses of the abovesaid spectacles, copy of online complaints is Ex.C-2. Thereafter the complainant approached the opposite parties on 27.12.2022 and requested to refund the said amount or to replace the said defective and of inferior quality spectacles with new one, but to no avail. In order to prove his case the complainant has placed on record his affidavit Ex.CW1/A, copy of invoice Ex.C-1, copy of complaints Ex.C-2. On the other hand the opposite parties by not making appearance despite service of notice and made them ex-parte failed to rebut the averments of the complainant as well as evidence produced on record by the complainant .

6. This Commission has given thoughtful consideration to the facts of the present case and came to the conclusion that by delivering poor quality product after charging hefty amount of Rs. 2800/- , the opposite party indulged in unfair trade practice and the definition of unfair trading

is given in section 2(1)( r ) of the Act 1986 corresponding section 2(47) of the Act 2019 which is reproduced as under:-

*“The aberrations, in such facts and manner, arbitrarily and highhandedly, are unquestionably ‘unfair trade practice’ under Section 2(1)(r) of the Act 1986 [corresponding Section 2(47) of the Act 2019].*

*Section 2(1)(r) of the Act says of “a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:-”*

*The list provided in Section 2(1)(r) is illustrative and not comprehensive.*

*That is to say, an unfair method or unfair or deceptive practice, as is judiciously determined, on facts and reasons, on fair and objective appraisal of the evidence and material on record, would qualify as ‘unfair trade practice’.*

Moreover no prudent person wants to indulge in litigation unless something happened with him/her. In the instant case when the opposite parties have not redressed the grievance of the complainant despite making several requests as discussed above , no alternative left with the complainant but to knock the door of this Commission , as such the opposite parties are not only liable to refund the sale price of spectacle i.e. Rs. 2800/- to the complainant but also to compensate the complainant as for the redressal of his grievance the complainant has to hire the services of an Advocate and also faced harassment as well as suffering

severe headache and eyes pain due to making of spectacles with the power as +1.25 on right eyes and +.75 on left eyes without eyes testing and the aforesaid averments of the complainant remained unrebutted, as such the same are impliedly admitted by the opposite parties. .

7. In view of the above discussion, we allow the complaint with costs and the opposite parties are directed to refund Rs. 2800/- alongwith interest @ 6% p.a. from the date of filing of the complaint till its realization. Opposite parties are also directed to pay compensation to the tune of Rs. 5000/- to the complainant on account of causing mental agony, harassment and inconvenience as well as financial loss and Rs. 3000/- towards the cost of litigation. Compliance of the order be made within 45 days from the date of receipt of copy of this order ; failing which complainant shall be entitled to get the order executed through the indulgence of this Forum. Copies of the orders be furnished to the parties free of costs. File is ordered to be consigned to the record room.

Announced in Open Commission

(Jagdishwar Kumar Chopra)  
President

Dated: 3.10.2023

(Lakhwinder Pal Gill)  
Member