

BEFORE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
SHIMLA (H.P.)

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Complaint No.: 286/2022  
Presented on: 07.11.2022  
Decided on : 19.10.2023

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Mr. Bharat Kalta, Son of Shri Devinder Kalta,  
Resident of Thakur Niwas,  
Village Up Mohal Tilla Chalaunthi,  
Sanjauli, Shimla-171006.

....Complainant

Versus

Amazon India,  
2<sup>nd</sup> Floor, Safina Towers,  
Opposite J.P. Techno Park No.3,  
Ali Askar Road, Bangalore-560052,  
Through its M.D.

....Opposite Party

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**Coram :**

Dr. Baldev Singh, President.  
Ms. Yogita Dutta, Member.  
Mr. Jagdev Singh Raitka, Member.

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For the Complainant: Mr. Shashi Bhushan, Advocate.  
For the Opposite Party: Ex-parte.

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**ORDER:**

Present complaint has been filed by Mr. Bharat Kalta (hereinafter referred to as the complainant) under Section 35 of the Consumer Protection Act 2019 (hereinafter referred to as the Act) against Amazon India (hereinafter referred to as the OP), on account of deficiency in service and unfair trade practice, seeking relief therein that OP be directed to refund Rs.17,108/- alongwith interest, to pay Rs.75,000/- as compensation/damages etc.

2. The case of the complainant in brief is that the complainant on 20.07.2022 placed an order for the purchase of SOLIMO HYDRA GLASS 6 seater DINNING SET with SHELF to be used in his home stay and the cost of the dining set was Rs. 17,108/- excluding another purchase made by the complainant from the OP. It is stated that the payment of the dining table was made by the complainant on same very date through his VISA card on EMI basis, which was amounting to

Rs.1,759.08/- for 12 months. It is stated that the expected time of delivery of the dining set ordered was maximum 15 days, but the complainant when did not receive the dining set in dispute even after 25 days, he tried to contact the customer care of OP, who in turn assured him for the redressal of his grievance. It is stated that when complainant failed to receive any proper response he chose to send e-mails dated 08.08.2022 and 16.08.2022 mentioning therein that despite repeated requests his grievance was not being settled by the OP for no fault of him. It is stated that he again sent another e-mail dated 27.08.2022 to the OP and particularly mentioned that despite assurance and call from the OP none of its employees or customer care officials have cared to contact or visit him. It is stated that finally on 05.09.2022 the complainant received a mail from the OP mentioning therein that they were unable to deliver the dining set on chosen date and further assured that they will send a confirmation qua shipment and in response to e-mail dated 05.09.2022, the complainant also requested for the cancellation of his order, but no response was given by the OP. It is stated that the complainant also mentioned that he had purchased the dining set by using his credit card due to which his limit also stood exhausted and he was unable to use his credit card for further purchases as neither order was honoured nor refund was processed. It is stated that the complainant further conveyed the OP that he was being penalized with EMIs due to purchase and also was being penalized with interest except harassment and agony. It is stated that the complainant compelled with the circumstances had no option except to buy another dining table from Mohali, Punjab as non-availability of the dining set was bringing disrepute to his home stay and also was affecting his status, because he was being compelled to serve food in the rooms itself. It is stated that the OP still is in deep slumber and said fact is clear from their mail dated 01.10.2022, wherein the OP has again shown its inability to give confirmation of the date of delivery of order

placed and is still assuring that courier will call the complainant to set up a time. It is stated that aforesaid acts on the part of OP, amount to deficiency in service and unfair trade practice. It is prayed that the complaint may be allowed.

3. After admission of complaint, notice was issued to the OP. The OP was duly served and when failed to appear on 31.05.2023, then was ordered to be proceeded against ex-parte.

4. The complainant adduced evidence in support his contentions. On behalf of complainant affidavit of complainant has been tendered in evidence. Complainant has also filed documents in support of his contentions.

5. We have heard Ld. Counsel for the complainant and have also gone through the entire record carefully.

6. It is the plea of the complainant that on 20.07.2022 he placed an order for the purchase of SOLIMO HYDRA GLASS 6 seater DINNING SET with SHELF with the OP amounting to Rs.17,108/-, excluding another purchase made by the complainant from the OP and payment of the dining table was made by the complainant on same very date through his VISA card on EMI basis, which was amounting to Rs.1,759.08/- for 12 months. It is further plea of the complainant expected time of delivery of the dining set ordered was maximum 15 days, but the complainant when did not receive the dining set in dispute even after 25 days, he tried to contact the customer care of OP and further sent many e-mail requesting for redressal of his grievance but the same was not redressed. Such facts have also been asserted by the complainant in proof affidavit and are further established on perusal of documents placed on record by the complainant as Annexures C-1 & C-9 and other documents placed on record.

7. It is the plea of the complainant that he had purchased the dining set from OP by using his credit card due to which his limit also stood exhausted and he was unable to use his credit card for further purchases as neither order was honored nor

refund was processed and he was being penalized with EMIs due to purchase and also was being penalized with interest. It is further plea of the complainant that when his grievance was not redressed, he was compelled to buy another dining table from Mohali, Punjab as non-availability of the dining set was bringing disrepute to his home stay and also was affecting his status. Be it noted that such plea as well as evidence of the complainant regarding the fact that complainant placed an order for purchase of SOLIMO HYDRA GLASS 6 seater DINNING SET with SHELF with the OP amounting to Rs.17,108/-, but the same was not delivered to him and he had to pay interest on the EMIs and also to buy a new dinning set from outside and the amount paid by him to the OP has not been refunded to him despite various requests of the complainant, has not been controverted by the OP either by filing reply or by leading any evidence to the contrary. In view of this the plea of the complainant that he placed an order for purchase of SOLIMO HYDRA GLASS 6 seater DINNING SET with SHELF with the OP amounting to Rs.17,108/-, but the same was not delivered to him and he had to pay interest on the EMIs and also to buy a new dinning set from outside and the amount paid by him to the OP has not been refunded to him despite various requests of the complainant, therefore, has to be accepted. Notice of complaint was issued to the OP and OP opted to be proceeded against ex-parte, rather than to contest the same. Since the OP chose not to contest the complaint and opted to be proceeded ex-parte, hence, there is nothing on record to disbelieve the case and evidence of the complainant, which goes unrebutted. In other words, evidence produced by the complainant is sufficient to prove his case against the OP that the complainant placed an order for purchase of SOLIMO HYDRA GLASS 6 seater DINNING SET with SHELF with the OP amounting to Rs.17,108/-, but the same was not delivered to him and he had to pay interest on the EMIs and also to buy a new dinning set from outside and the amount paid

by him to the OP has not been refunded to him despite various requests of the complainant and as such, there was deficiency in service as well as unfair trade practice on the part of the OP. Therefore, we are of the considered opinion that the complainant has been able to prove his case against the OP and the complaint deserves to be allowed. Accordingly, the complainant is entitled to refund of the entire amount paid by him to the OP alongwith interest. Further, the complainant is also entitled for compensation on account of mental harassment and agony as well as litigation costs.

8. In view of the foregoing discussion and reasons assigned therein the complaint is ordered to be allowed and the OP is directed to refund Rs.17,108/- to the complainant alongwith interest @ 9% per annum from the date of filing of the complaint till its actual payment. The OP is also directed to pay a sum of Rs.10,000/- to the complainant as compensation for mental harassment and agony and sum of Rs.10,000/- as costs of litigation. The OP is directed to comply this order within 45 days from the date of passing of the order. Copy of this order be supplied to the parties free of cost as per rule. The file after its due completion be consigned to the Record Room.

Announced on this 19<sup>th</sup> day of October, 2023.

(Dr. Baldev Singh)  
President

(Yogita Dutta)  
Member

(Jagdev Singh Raitka)  
Member

\*GUPTA\*