

**District Consumer Disputes Redressal Commission Rohtak.
Haryana.**

**Complaint Case No. CC/22/612
(Date of Filing : 27 Oct 2022)**

1. Shri Krishan Rohilla

S/o Late Shri Nand Lal House No. 1858/34 Hari Singh Colony
Now New Vijay Nagar Rohtak (Gali No.8) 124001.

.....Complainant(s)

Versus

1. Snapdeal Office Address

6th Floor, Cyberscaspe, Golf Course Extension Road, Sector-59
Gurugram Haryana-122002

.....Opp.Party(s)

BEFORE:

Nagender Singh Kadian PRESIDENT

Mrs. Tripti Pannu MEMBER

Sh. Vijender Singh MEMBER

PRESENT:

Dated : 30 Nov 2023

Final Order / Judgement

Before the District Consumer Disputes Redressal Commission, Rohtak.

Complaint No. : 612

Instituted on : 27.10.2022

Decided on : 30.11.2023.

Shri Krishan Rohilla s/o Late Shri Nand Lal, House No.1858/34, Hari Singh colony Now New Vijay Nagar Rohtak(Gali No.8) 124001.

.....Complainant.

Vs.

SnapdealOffice Address 6th floor, Cyberscape, Golf Course Extension road, Sector-59,
Gurugram, Haryana-122002.

.....Opposite party.

COMPLAINT U/S 12 OF CONSUMER PROTECTION ACT,1988**BEFORE: SH.NAGENDER SINGH KADIAN, PRESIDENT.****DR. TRIPTI PANNU, MEMBER.****DR. VIJENDER SINGH, MEMBER**

Present: Complainant in person.

Sh.Parmod Kumar, Advocate for the opposite party.

ORDER**VIJENDER SINGH, MEMBER:**

1. Brief facts of the case, as per the complainant are that he placed an order of Kids Wonders imported velvet sofa amounting to Rs.975/- with the opposite party. The said amount was paid to the agent at the time of delivery. The item was delivered vide bill SIDF 11/22/902 dated 27 September 2022. The said item was returned by the complainant as the same was not received as discussed during order. Snapdeal representative picked up the item from the house of complainant and the opposite party sent a message that an amount of Rs.975/- has been added to the Amazon balance of the complainant vide their reference ID No.6014857062392614 expiry date was 01.10.2023. On 13.10.2022 complainant requested the snapdeal that he has neither received the amount in his Amazon account nor in his bank account, but the opposite party did not give any response. Complainant sent email to the CEO of the company to check out the matter at his level but he ignored the same. Till date the complainant has not received the amount of Rs.975/-. Hence this complaint and it is prayed that opposite party may kindly be directed to refund Rs.975/- alongwith interest and Rs.100000/- on account of mental harassment to the complainant.

2. After registration of complaint, notice was issued to the opposite party. Opposite party in its reply has submitted that complainant placed an order of Kids Wonder Velvet sofa for Rs.975/-, which was delivered to the complainant on 29.09.2022. Thereafter the complainant registered a complaint on 29.09.2022 under the category "Received a Different item". Hence after receiving the complaint, the above mentioned product was picked up from the complainant. After the pickup, the amount received from the complainant during the delivery was duly refunded on 01.10.2022 into complainant's amazon Wallet bearing Bank Reference Number-6014857062392610. The complainant has already received INR 975/- yet he has filed the present complaint in order to fulfil his malafide intentions of wrongfully extracting money from the opposite party. All the other contents of the complaint were stated to be wrong and denied and opposite party prayed for dismissal of complaint with costs.

3. Ld. Counsel for the complainant in his evidence has tendered affidavit Ex.CW1/A, documents Ex.C1 to Ex.C13 and closed his evidence on 07.07.2023. On the other hand, ld. Counsel for the opposite party has tendered affidavit Ex.RW1/A, documents Ex.R1 to Ex.R2 and closed his evidence on 14.09.2023.

4. We have heard learned counsel for the parties and have gone through material aspects of the case very carefully.

5. We have perused the documents placed on record by both the parties. In the present case the main contention of the complainant is that he purchased a Velvet Kids Sofa amounting to Rs.975/- from the opposite party but the same was returned by him as the same was not received as per order. Snapdeal sent a message to the complainant that the amount of the complainant Rs.975/- has been added to his Amazonebalance vide their reference ID No.6014857062392614. But as per the complainant the alleged amount has neither received in his Amazone account nor in his bank account. Through this complaint complainant has submitted that the alleged amount of Rs.975/- has not been paid by the respondent to the complainant till date despite his repeated requests. On the other hand, respondent has submitted that they have returned /refunded the amount of Rs.975/- on 01.10.2022 into the complainant’s Amazon wallet Bank Reference Number-6014857062392614

6. We have minutely perused the document Ex.C4. A message has been received by the complainant and the same is as under: “Rs.975/- has been added to your Amazon Pay balance. Reference ID: 6014857062392614, Expiry: 01-Oct-2023”. But complainant made repeated emails Ex.C1 to Ex.C7 to the opposite party, whereby he has repeatedly stated that the alleged amount of Rs.975/- has not been received by him till date. Perusal of the written statement and document Ex.R2 itself shows that the amount has been transferred in the bank reference ID no.6014857062392610. But in fact the complainant’s ID was 6014857062392614. Meaning thereby the amount has been transferred in some other ID and not in the ID of the complainant.Hence there is deficiency in service on the part of opposite party and opposite party is liable to refund the amount of Rs.975/- to the complainant in cash and not in his amazon wallet.

7. In view of the facts and circumstances of the case we hereby allow the complaint and direct the opposite party to refund the amount of Rs.975/-(Rupees nine hundred and seventy five only) alongwith interest @ 9% p.a. from the date of filing the present complaint i.e.27.10.2022 till its realisation and also to pay Rs.5000/-(Rupees five thousand only) as compensation on account of deficiency in service as well as Rs.5000/-(Rupees five thousand only) as litigation expenses to the complainant within one month from the date of decision.

6. Copy of this order be supplied to both the parties free of costs. File be consigned to the record room after due compliance.

Announced in open court:

30.11.2023.

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Nagender Singh Kadian, President

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TriptiPannu, Member.

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Vijender Singh, Member.

**[Nagender Singh Kadian]
PRESIDENT**

**[Mrs. Tripti Pannu]
MEMBER**

**[Sh. Vijender Singh]
MEMBER**