

**Date of filing:-17.08.2023**

**Date of order:-28.12.2023**

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, KARUR**

**PRESENT:-**

**THIRU.N.PARI, M.A., M.L.,**

**PRESIDENT.**

**THIRU A.S. RATHINASAMY, M.Com., B.Ed., B.L.,**

**MEMBER-I**

Thursday ,the 28<sup>th</sup> day of December 2023

CONSUMER COMPLAINT NO.24/2023

-----

S.Vinothkumar,  
S/o Chennakesavan,  
64/1,2<sup>nd</sup> Street,  
Thendral Nagar,  
Opposite to Govt.Arts College,  
Thanthondrimalai,  
Karur District.

... Complainant

vs.

1. Branch Incharge,  
DTDC Express Courier Service Branch,  
No.9,Ground Floor,  
Perrys Plaza,  
Kovai Road,  
Karur

2. Branch Manager,  
DTDC Express Courier Service,  
No.201,Rajagopal Nagar,  
Gowriyammal Main Road,  
Porur,  
Chennai-116

3. The President/Executive Director,  
DTDC Express Limited,  
Reg.Off: No.3,Victoria Road,  
Bengalore-47.

... Opposite Parties

This complaint came up before us for final hearing on 06.12.2023 in the presence of Thiru,M.Chandrasekar, advocate for the complainant and Mr.J.Goodwin,Advocate for the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties and the 3<sup>rd</sup> Opposite Party was remained absent and set ex-parte and upon hearing the arguments on the side of the Complainant and inspite of sufficient opportunities were given to the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties, they did not submit their arguments and hence the opportunity of filing their arguments is closed and perusing the records and having stood over for consideration till this day, this Commission doth pass the following

**ORDER:-**

**DELIVERED BY A.S. RATHINSAMY, MEMBER-I:-**

This complaint was filed on 17.08.2023 under Section 35 of the Consumer Protection Act, 2019 with the plea to direct the 1to3 Opposite Parties to pay the complainant a sum of Rs.1,56,000/- towards the loss of jewels and Rs.3,00,000/- as a compensation for mental agony caused to the Complainant due to the deficiency of service by the 1 to 3 Opposite Parties and further to direct them to pay a sum of Rs.30,000/-towards the cost of litigation to the complainant .

**Brief averments in the complaint:**

2) The complainant worked in Sri Aachi Appakadai Private Limited in Singapore from 05.05.2018 to 08.05.2023. In such circumstance, he pledged his jewel for Rs.84,000/- as per Indian currency in Money Max Pawn Shop and another jewel for Rs.74,800/- in Fund Express Pawn Shop Pvt. Limited in Singapore and the due dates of the above loans are 09.07.2023 and 02.09.2023 respectively. In the meantime the complainant could not get work permit again after completion of five years and he returned to India on 08.05.2023 and he is unable to go to Singapore again. According to the Singapore government rule, after the completion of due date of loan, the jewels will be put into auction.

3) In order to avoid the loss of jewels, the Complainant decided to redeem the jewels which were pledged in Singapore through his friend who is working in Singapore by sending the Original Jewel loan receipt in the name of the Complainant to his friend one Senthil through 1<sup>st</sup> Opposite Party on 03.06.2023 by courier service to his residence at Chennai to C/o Dr.R.Madhan, Tower No.4, Flat No.4017, Osian Chlorophyll Apartments, Porur and also the Complainant booked the same on 03.06.2023 at about 7.00 p.m on payment of Rs.255/- in a speed and safe parcel service than an ordinary booking of Rs.70/- and obtained a receipt under Consignment number V67656837 on the same day from the 1<sup>st</sup> Opposite Party.

4) Even though the letter has been sent through speed and safety service, it did not reach the addressee in time as promised by the 1<sup>st</sup> Opposite Party. Hence the Complainant enquired the 2<sup>nd</sup> Opposite Party who is at Chennai through 1<sup>st</sup> Opposite Party and they replied that the letter has been received by the Porur branch on 05.06.2023 itself and has been taken by the delivery boy to deliver the

same to the addressee. In the meantime, the friend of the Complainant planned to leave Chennai to Singapore on 07.06.2023 and then the Complainant again contacted the 2<sup>nd</sup> Opposite Party through mobile phone. But there was no proper reply and again the Complainant contacted the 2<sup>nd</sup> Opposite Party through the mobile phone of the 1<sup>st</sup> Opposite Party and they replied that the consignment was misplaced by the delivery boy and also stated that they have engaged a vigilance team to search the consignment. But there was no response from the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties.

5) The Complainant sent a registered letter to the 3<sup>rd</sup> Opposite Party on 10.06.2023 mentioning the issue and on receiving the letter no reply was given by the 3<sup>rd</sup> Opposite Party for more than a month and there was no reply from the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties also. Due to the above lethargic act of the 1 to 3 Opposite Parties the Complainant incurred a loss to an extent of Rs.1,56,000/- by way of losing the jewels due to his irredeemable condition caused by the 1 to 3 opposite Parties and also it is the deficiency of service on the Part of the 1 to 3 Opposite Parties. Hence this Complaint.

**Brief averments in the written version:-**

5) The allegations of the complainant save those which are admitted or traversed herein are false and the complainant is put to strictly prove the same.

6) The Opposite party submits that the Complainant have not furnished any details about the Gold Loan and its maturity date and the Complainant has not produced his Visa and also he had violated his work permit which was issued by the Singapore Government and it is stated by the Complainant that he had pledged his Gold for a sum of Rs.84,000/-and Rs.74,000/- with the private Pawn brokers at Singapore at his own will and wish. The Complainant had not produced any

Citizenship of Singapore and the Non Citizens of Singapore cannot pledge the Jewells in Singapore, and the Complainant has visited the Singapore only on working visa. And hence, he cannot pledge the jewels. So, the contention of the Complainant is false.

7. The 1<sup>st</sup> and 2<sup>nd</sup> Opposite parties submitted that Complainant has approached the 1<sup>st</sup> opposite party to send the consignment to Chennai and the same was received by the staff of the 1<sup>st</sup> opposite party. The 1<sup>st</sup> opposite party staff had booked the consignment and sent the same to Chennai on 03.06,2023. The Complainant has not booked the Consignment with any privileged manner and also it is submitted by the 1<sup>st</sup> opposite party that the consignment also reached Chennai and it was taken for delivery by the staff of the 2<sup>nd</sup> opposite party and also the consignment was delivered to the addressee. But he failed to obtain signature from the recipients. This opposite party also submits that they have formed a deem to ascertain the consignment where it was delivered. But, before receiving the report from the team, the complainant had sent the legal notice and initiated this complaint and hence this complaint is the premature one and the same has to be dismissed with cost.

**8. The points for consideration in this case are as follows;-**

- 1) Whether the Complainant is entitled for the relief as he sought for in the complaint?
- 2) Whether there is any deficiency of service on the part of the 1 to 3 Opposite parties towards the Complainant?
- 3) To what other relief the Complainant is entitled?

9. On the side of the Complainant, the Proof affidavit of the complainant is filed and the recorded and Ex-A1 to Ex-A12 are marked and on the side of the 2<sup>nd</sup> Opposite Party, Proof Affidavit is filed and recorded and the same has been adopted by the 1<sup>st</sup> opposite party, However, no exhibit is marked on the side of the 1<sup>st</sup> and 2<sup>nd</sup> opposite parties and the 3<sup>rd</sup> Opposite Party is remained absent and set ex-parte by Virtue of Sec.38(3)(b)(ii) of Consumer Protection Act, 2019.

10) Heard the Complainant side and inspite of sufficient opportunities were given to the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties, they did not submit their arguments and hence the opportunity of filing their arguments is closed and perused the records

**POINT NO.2:-**

11) It is admitted fact that the complainant booked a consignment in a privileged booking as per the Ex-A4 with the 1<sup>st</sup> Opposite Party for an amount of Rs.250/- to Chennai on 03.06.2023 and at the time of booking the above consignment, it is assured by the 1<sup>st</sup> Opposite Party that the same will be delivered on the next day itself i.e on 04.06.2023. On believing the assurance of the 1<sup>st</sup> Opposite Party, the complainant booked the above consignment in speed and safety service option by paying more charges than as usual in the receipt No.V67656837 to his friend Dr.R.Madhan residing at Porur, Chennai.

12) It is the contention of the complainant that he was worked in Sri Aachi Aappakkadai Private Limited in Singapore from 05.05.2018 to 08.05.2023. The Complainant has produced Xerox copy of his Pass port and Work Permit under Ex-A2 and Ex-A3 respectively. In such circumstance, he pledged his jewel for Rs.84,000/- as per the Indian currency in Money Max Pawn Broking Shop as per Ex-A6 and another jewel for Rs.74,800/- in Fund Express Pawn Shop Pvt. Limited in Singapore, as per Ex-A11 and the due dates of the above loans are 09.07.2023

and 02.09.2023 respectively. In the meantime, the complainant could not get work permit again and then he returned to India on 08.05.2023 and he is unable to go to Singapore again. According to the Singapore Government rule, after the completion of the due date of the loan, the jewels will be put into auction. But at the same time the Complainant is unable to go the Singapore again since he could not get work permit again and unable to redeem his Jewels.

13) In order to avoid the loss of jewels pledged in Singapore, the complainant decided to take the jewels which were pledged in Singapore through his friend who is working in Singapore by sending the original jewel loan receipt to his friend one Senthil through 1<sup>st</sup> Opposite Party's courier service to his residence at Chennai to C/o Dr.R.Madhan, Tower No.4, Flat No.4017, Osian Chlorophyll Apartments, Porur, as stated supra. Further, as stated by the Complainant in his complaint that the Jewel Loan receipt inside the consignment is not disputed by the 1 to 3 Opposite Parties. Hence it is presumed that the Complainant had sent the Jewel loan receipts alone in the consignment booked with the 1<sup>st</sup> opposite Party.

14) Even though the consignment has been sent through speed and safety courier services of the 1st Opposite Party on payment of Rs.250/-, as per Ex-A4, it did not reach the addressee as assured by the 1<sup>st</sup> Opposite Party. Hence, the complainant enquired the 2<sup>nd</sup> Opposite Party through the 1st Opposite Party and they replied that the letter has been received by the 2<sup>nd</sup> Opposite Party on 05.06.2023 itself and has been taken by the delivery boy to deliver the consignment to the addressee. In the meantime, the friend of the complainant planned to leave Chennai to Singapore on 07.06.2023 and then the complainant immediately contacted the 2<sup>nd</sup> Opposite Party through his mobile phone. But there was no proper reply and again the complainant contacted the 2<sup>nd</sup> Opposite Party through the mobile phone of the 1st Opposite Party and the 2<sup>nd</sup> Opposite

Party replied that the consignment was delivered by the delivery boy, but he failed to obtain signature from the addressee in the acknowledgment slip and also stated that they have engaged the team to ascertain the consignment. But there was no response from the 1<sup>st</sup> and 2<sup>nd</sup> opposite parties till filing of this complaint. Hence, the complainant sent a registered letter to the 3<sup>rd</sup> Opposite Party on 10.06.2023 mentioning the issue between the complainant and the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties and on receiving the letter no reply was given by the 3<sup>rd</sup> Opposite Party also for more than a month and there was no reply from the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties as well.

15) On perusing Ex.A11 and Ex-A12, it is found that the above said Pawn Broking Companies have sent a notices of forfeiture to the complainant on 21.07.2023 and 06.10.2023 respectively. And the Complainant received the Notices of Forfeiture under Ex-A11 and Ex-A12 from the Pawn Broking Companies as stated supra in Singapore wherein it is stated that the complainant should renew or redeem the Jewel loans on or before 07.11.2023 and 25.08.2023 respectively, otherwise the same will be forfeited. In this regard, the complainant would have lost his jewels if it has not been redeemed on due date of his jewel loan amounting to Rs.1,56,000/- in Indian currency value in total. If the 1 to 3 Opposite Parties would have delivered the consignment to the addressee, the loss could not have happened to the complainant in this regard. The complainant could not renew the same within the stipulated time specified by the Pawn Broking company as stated supra due to the lethargic activity of the 1,2,3 opposite parties. However the Complainant has not produced any documents to prove that his jewels were forfeited after the due dates. It is stated by the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties in their written version that they have delivered the consignment to the addressee but failed to obtain signature from the recipient and also it is stated by them that they have

formed a team to ascertain where the consignment was delivered. Here there is a question if the consignment was delivered to the addressee, what emerges the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties to form a team to ascertain the consignment where it was delivered?. This contradictory statement of 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties itself proves that the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties have not delivered the consignment to the addressee or otherwise it has been delivered to wrong addressee or it has been missed by them and hence, this Commission is of the view that any one of the above acts of the 1 to 3 Opposite Parties are amounting to deficiency of service on their part and on perusing Ex.A10 it is found that the Consignment was lost on 08.06.2023 by the delivery boy of the 2<sup>nd</sup> Opposite Party. So, it is very clear that the 1<sup>st</sup> and 2<sup>nd</sup> Opposite Parties have not delivered the Consignment to the addressee and also the 1 to 3 Opposite Parties have not produced any document to prove that the consignment was delivered to the addressee and it seems that they have not given much importance to the value of the consignment even though it was sent through speed and safety booking on payment of more charges than the usual and it seems that the intention of the 1 to 3 Opposite Parties is that the above said consignment may be one among many bookings for them but at the same time it is a perspiration of the Complainant and hence the commission comes to a conclusion that there is a deficiency of service on the part of the 1 to 3 Opposite Parties and this point is answered accordingly.

**POINT NO.1:-**

16) In view of the findings given in the point no.2, it is held that the Complainant is not entitled for the relief of refund of Rs.1,56,000/- towards the value of jewel loan since the Complainant has not produced any document to prove that the jewels which were forfeited by the Pawn broking Companies in Singapore after the due dates and the 1 to 3 Opposite Parties are directed to pay a

compensation to the Complainant to an extent of Rs 2,00,000/- with an interest at the rate of 9% p.a from 08.06.2023 on which date the consignment was lost by the 2<sup>nd</sup> Opposite Party till the date of realization for the mental agony caused to the Complainant due to the deficiency of service of the 1 to 3 Opposite Parties and to pay a sum of Rs.10,000/- towards cost of litigation and this point is answered accordingly.

### **POINT NO.3**

17) In view of the findings given in Point Nos.1 and 2, it is held that the Complainant is not entitled for any other reliefs and this point is answered accordingly.

**In the result, the complaint is partly allowed and the 1 to 3 Opposite Parties are directed to pay a compensation to the Complainant to an extent of Rs 2,00,000/- with an interest at the rate of 9% p.a from 08.06.2023 on which date the consignment was lost by the 2<sup>nd</sup> Opposite Party till the date of realization for the mental agony caused to the Complainant due to the deficiency of service of the 1 to 3 Opposite Parties and to pay a sum of Rs.10,000/- towards the cost of litigation, which carries no interest, jointly and severally by the 1 to 3 Opposite Parties within one month from the date of the order and in other respects the complaint is dismissed.**

Dictated to Steno-typist, transcribed by him, corrected by me and pronounced by us in open Court on this the 28<sup>th</sup> day of December, 2023.

**Sd/- A.S.RATHINASAMY,  
MEMBER-I  
DCDRC, KARUR.**

**Sd/- N. PARI,  
PRESIDENT,  
DCDRC, KARUR.**

**LIST OF WITNESSES AND EXHIBITS:-**

**COMPLAINANT'S SIDE WITNESSES:-**

S.Vinothkumar (Complainant)

Proof affidavit is filed and recorded.

**COMPLAINANT'S SIDE EXHIBITS:-**

Ex-A1	19.05.2018	Aadhar card Of The Complainant	Original
Ex-A2	23,05.2018	Passport of the Complainant	Xerox copy
Ex-A3	19.12.2019	Work Permit of the Complainant	Xerox copy
Ex-A4	03.06.2023	Courier Receipt	Xerox copy
Ex-A5	03.06.2023	Courier cover	Xerox copy
Ex-A6	10.01.2023& 03.03.2023	Jewel loan receipt from Singapore	Xerox copy
Ex-A7	10.06.2023	Letter sent to the 3 <sup>rd</sup> Opposite Party	Xerox copy
Ex-A8	10.06.2023	Acknowledgement receipt	Xerox copy
Ex-A9	14.06.2023	Track consignment	Xerox copy
Ex-A10	08.06.2023	Shipment Tracking History	Xerox copy
Ex-A11	06.10.2023	Forfeiture notice	Xerox copy
Ex-A12	21.07.2023	Forfeiture notice	Xerox copy

**OPPOSITE PARTIES' SIDE WITNESS:-**

S.Pandiyan (Branch incharge of the 1st Opposite Party).

Proof affidavit is filed and recorded.

**OPPOSITE PARTIES' SIDE EXHIBITS:- NIL**

**Sd/- A.S.RATHINASAMY,  
MEMBER-I  
DCDRC, KARUR.**

**Sd/- N. PARI,  
PRESIDENT,  
DCDRC, KARUR.**