

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,  
THRISSUR**

Present : Sri. C.T. Sabu, President  
Smt. Sreeja. S., Member  
Sri. Ram Mohan R., Member

27<sup>th</sup> day of March 2023  
CC 464/15 filed on 10/08/15

Complainant : Sunandha,  
(By Adv. K.M. Dil, Thrissur)

Opposite Party : Proprietor, Inner Shoppe, Brahmaswam Madam,  
Building, M.G. Road, Thrissur.  
(By Adv. R.N. Unni, Thrissur)

**FINAL ORDER**

**By Sri. Ram Mohan R, Member :**

1) Complaint in brief, as averred :

The complaint is filed under Section 12(1) of the Consumer Protection Act, 1986. The complainant claims to have, on 13/05/15, purchased from the opposite party shop a “Little Lacy Joli Bra” paying a sum of Rs.175/-. The complainant after reaching home, on detailed scrutiny found that the MRP marked on the packet was Rs.140/- and realised that she was charged in excess of the MRP declared thereon. Consequently, the complainant approached the opposite party shop and sought for the return of the product. But the opposite party, allegedly paid no heed to her request. A lawyer notice issued on behalf of the complainant also statedly elicited no result. Hence the complaint. The complainant alleges unfair trade practice on the part of the opposite party and prays for an order directing the opposite party to pay her compensation, apart from other reliefs of cost etc.

## 2) NOTICE :

Having been noticed by the Commission, the opposite party entered appearance and contested the complaint.

## 3) Version of the Opposite party :

The opposite party avers that the complainant purchased another bra with a higher MRP also, and that the bill for the same is dishonestly produced for making unfair enrichment from the opposite party. He contends that he had collected Rs.140/- only for the product “little lacy joli bra”. The opposite party also alleges non-jointer of the manufacturer of the product in question.

## 4) Evidence :

The complainant produced documentary evidence that had been marked Exts. P1 to P5, apart from affidavit and notes of argument. Also the product in question is marked MO1. The opposite party produced no documents on their part, but version, affidavit and notes of argument.

## 5) Deliberation of facts and evidence of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. P1 is the Invoice claimed to have been issued by the opposite party in favour of the complainant towards the sale of the product in question (prints / entries on the same are seen vanished and are not readily legible now). Ext. P2 is the copy of the lawyer notice. Ext. P3 is Postal Receipt. Ext. P4 is Postal Acknowledgement card. Ext. P5 is the reply notice. MO 1 is the pre-packaged commodity named “little lacy joli bra”, which bears thereon declaration, such as designed and manufactured by Little Lacy (India) Pvt. Ltd., Mumbai, MRP Rs.140/- (incl. of all taxes) etc., along with a sticker bearing markings as “109520, Inner Shoppe, Rs.175/-.”

6) Points of deliberation:

- (i) Whether the allegation of excess charging is proved ? If yes,
- (ii) Whether the complainant is entitled to any compensation from the opposite party ? If so its quantum ?
- (iii) Costs ?
- (iv) Any other relief, relevant ?

7) Point No.(i)

The opposite party by affidavit affirms that the complainant visited his shop to purchase “little lacy joli bra” and she purchased two bras one for Rs.140 and the other for Rs.175/-. The opposite party also affirms that he had not collected any money in excess of the respective MRP for both the products. The opposite party alleges that the complainant had deliberately connected the wrong bill with the wrong product, with a malafide intent. Had it been so, the opposite party could certainly have produced a copy of the bill that they issued to the complainant for the sale of the bra with MRP 140/-, which the opposite party hardly did. Being the proprietor of an admittedly reputed shop dealing with ladies garments, the opposite party could have very well refuted the crux of the very complaint by a mere production of the said invoice/bill. In the absence of any cogent evidence, we find no reason to disbelieve the complainant’s allegation of the opposite party’s having charged in excess of the MRP. Moreover, a close scrutiny of MO1 package unveils the fact that it is affixed with another sticker with the name of the opposite party showroom i.e. “Inner Shoppe” imprinted on it, which bears a clear and legible marking of “ Rs.175/-”. This sticker affixed by the opposite party shop unearths their malafide intent to charge the consumer in excess of the MRP of Rs.140/- declared by the manufacturer, concerned. Therefore, the complainant’s allegations of excess charging by the opposite party stands proved beyond any doubt. MO1 pre-packaged commodity bears thereon the vivid declaration that its MRP is

Rs.140/- which is inclusive of all taxes. Collecting charges in excess of the MRP of a pre-packaged commodity, is a blatant violation of rule 18(2) of Legal Metrology (Packaged Commodities) Rules 2011 (hereinafter referred to as 'Packaged Commodities Rules'), which stipulates – “No retail dealer or other person including manufacturer, packer, importer and the whole sale dealer shall make any sale of any commodity in packed form at a price exceeding the retail sale price thereof”. Therefore, the opposite party’s act of having charged the complainant in excess of the MRP of Rs.140/- declared on the MO1 pre-packaged commodity, is certainly an unfair trade practice.

The opposite party also avers non-jointer of manufacturer. Once the manufacturer or the packer or the importer, as the case may be, under Rule 18(5) of the Packaged Commodities Rules, declares the MRP of a pre-packaged commodity thereon, a duty is cast upon the retailer, the wholesale dealer and the other persons concerned, not to charge in excess of the MRP so declared. If a retailer does so, the manufacturer or the packer or the importer, as the case may be, cannot be found fault with, for the retailer’s misdeed of having charged in excess of the MRP. Hence, in the case at hand, the opposite party’s contention of non-jointer of manufacturer, does not hold any water.

Point No. (i) is thus proved in favour of the complainant.

8) Point No.(ii), (iii) & (iv) :

While being subjected to a deceptive practice as the one cited, the person who undergoes such defrauding and swindling practice would certainly experience a whirlwind of emotions, irrespective of the size of the sum he or she was defrauded with. Such a deceptive act from the part of an errant trader is tantamount to jeopardizing the very dignity of the consumer and his right to live a life free from exploitation or deception or any kind of unfair trade practice. The misdeeds on the part of the opposite party might certainly have inflicted

agony and hardship, both mental and physical on the complainant. The opposite party has necessarily to compensate the complainant. We are of the considered view that the opposite party has to pay the complainant a sum of Rs.10,000/- (Rupees Ten thousand only) towards compensation for the agony and hardship she underwent and a sum of Rs.5,000/- (Rupees Five thousand only) towards costs.

Though the prints/entries on Ext. P1 document are not readily legible, a close and focused scrutiny of the same unveils certain prints thereon, such as the name of the opposite party shop i.e. “Inner Shoppe”, “cash bill” etc., which is revelatory of the fact that the opposite party issued a bill bearing delible prints thereon. Issuing consumers bills / invoices / receipts / cash memos with delible prints, is another sort of unfair trade practice which leaves the consumers bewildered and helpless in case of disputes, if any, arising from the purchases, concerned.

An order directing the opposite party to discontinue such unfair trade practices also seems essential to meet the ends of justice. Being a sentinel on the qui vive as regards consumer rights, we can't assume an ostrich's stance, while we come across such deceptive and defrauding practices adopted by errant traders. The sticker bearing a higher MRP affixed by the opposite party points to the astounding fact that, a large number of consumers who are not conveniently identifiable, are victims of the said defrauding and deceptive practice of excess charging. So is the case with the wrongful practice of issuing bills/invoices/receipts/cash memos with delible prints/entries. We want to dispel the impression or belief of the wrong-doers that they are liable to compensate only those consumers who sue them. For their knowledge, law meant for the better protection of consumers at large from such acts of exploitation, provides the Commission with sufficient legal teeth to direct such wrong-doers to pay such sum as may be determined by it, for the loss and injury suffered by a large

number of consumers who are not identifiable conveniently. Therefore, we are of the considered view that we can't abandon our duty of directing the opposite party, under Section 14(1) (hb) of the Consumer Protection Act 1986 to pay a sum of Rs.20,000/- (Rupees Twenty thousand only) to the Legal Benefit Fund (LBF) maintained at Registry of this Commission, towards reparation for the loss and injury inflicted on such a large number of consumers who are not identifiable conveniently and we do so.

In the result, the complaint is allowed and ***the opposite party is directed to***

- a) pay the complainant a sum of Rs.10,000/- (Rupees Ten thousand only) towards compensation for the agony and hardship, she underwent, and
- b) pay the complainant a sum of Rs.5,000/- (Rupees Five thousand only) towards costs,

all with 9% interest p.a. from the date of filing of the complaint, till the date of realisation. The opposite party shall comply with the above direction within 30 days of receipt of a copy of this order.

***The opposite party is also directed*** to pay Rs.20,000/- (Rupees Twenty thousand only) to the Legal Benefit Fund (LBF) maintained at the Registry of this Commission, towards reparation for the loss and injury inflicted on a large number of consumers who are not identifiable conveniently. The opposite party shall pay the said sum of Rs.20,000/- (Rupees Twenty thousand only) to LBF within 30 days of receipt of a copy of this order, failing which, the said sum shall also carry 9% interest p.a. from the date of this order, till the date of realisation. The opposite party shall inform this Commission about the payment made to LBF with relevant receipt, so as to avoid the execution of the same by the Assistant Registrar of this Commission.

*The opposite party is further directed* to discontinue, with immediate effect, the unfair trade practice of selling any commodity at a price exceeding its sale price, if any, fixed mandatorily, and also the unfair trade practice of issuing bills/invoices/receipts/cash memos with delible prints/entries. The opposite party shall, hereafter, issue bills/invoices/receipts/cash memos bearing indelible prints/entries only, for goods sold or services rendered.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27<sup>th</sup> day of March 2023.

Sd/-  
Sreeja S.  
Member

Sd/-  
Ram Mohan R  
Member

Sd/-  
C. T. Sabu  
President

Appendix

Complainant's Exhibits :

- Ext. P1 Invoice claimed to have been issued by the opposite party in favour of the complainant towards the sale of the product in question (prints / entries of the same are seen vanished and are not readily legible now).
- Ext. P2 copy of the lawyer notice.
- Ext. P3 Postal Receipt.
- Ext. P4 Postal Acknowledgement card.
- Ext. P5 reply notice.

MO 1 pre-packaged commodity named "little lacy joli bra",

Opposite Parties' Exhibits :

Nil

Id/-  
Member

//True copy//

Assistant Registrar