

Date of Filing:13.03.2023
Date of Order: 04.10.2023

BEFORE THE BANGALORE I ADDITIONAL DISTRICT
CONSUMER DISPUTES REDRESSAL COMMISSION
SHANTHINAGAR BANGALORE - 27.

CONSUMER COMPLAINT NO.73/2023

DATED ON THIS THE 04TH OCTOBER 2023

PRESENT

Sri.B. Narayanappa, M.A., LL.B. - PRESIDENT

Smt.Jyothi N, B.A, LL.B. L.L.M. MEMBER

Smt.Sharavathi S.M, B.A, LL.B., MEMBER

COMPLAINANT : Ms. Sangeetha Bohra

Vs

OPPOSITE PARTY:1

Ikea India Private Limited,
Having its office at:
Survey No.12 and 13,
Behind Nagasandra Metro Station,
Nagasandra village,
Yeshwantpur hobli,
North taluk, Bangalor-560073.
Rep by its Authorized Signatory.

Adv: Sri J. Sagar

Sharavathi S.M.

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Nature of complaint	Deficiency in service
Date of filing of complaint	13.03.2023
Date of Issue notice	17.03.2023
Date of Order	04.10.2023
Duration of Proceeding	Year 6 Months 21 Days

ORDERS PASSED BY SMT.SHARAVATHI S.M MEMBER

1. This is the complaint filed by the complainant Under Section 35 of the Consumer Protection Act 2019 against the Opposite Parties (herein referred to as OP) alleging deficiency in service on the part of the Op and praying for a direction to the op to pay sum of Rs.20/- along with interest at the rate of 18% p.a. from the date the carry bag was purchased and Rs.10,000/- legal notice cost and Rs.40,000/- towards litigation expenses and to pass such other orders as this Commission deems fit to grant under the facts and circumstances of this case.

2. The brief facts of the complaint are that:- The complainant visited the OP store on 06/10/2022 and purchased some items. Op was issued an invoice bearing No S57822A000709139 ON 06/10/2022 after purchase of item but not given carry bag and also OP charged Rs.20%for the carry bag. Complainant was shocked that an organization with a global presence would cheat its customers. Which contained logo of the OP. It is further been averred that the OP had failed to provide free carry bag despite he requests. The act of the OP charging for a carry bag with a printed logo amounts to an advertisement and is a spurious and unfair trade practice. Hence she issued legal notice on 17/10/2022

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and OP replied said notice on 25/10/2022 and agreed to have charged for the carry bag. But not refund the amount received for carry bag. Hence this complaint.

3. Upon the service of notice, OP appeared through its counsel and filed their version. In the version OP submitted that, the complaint is false frivolous false and vexatious and liable be dismissed.

4. OP further submitted that the complainant had visited the store of the OP on 06/10/2022 and purchased a few items including the paper bag. It is true that the complainant indeed used the paper bag product as a carry bag to carry some of the other products purchased from the store of the OP. The paper bag is not an essential item that all the customer's require, to part all the other products purchased by them into a deliverable state. This is due to three fundamental reasons. The paper bag is not essential item all the customers require, the OP has a reputed brand across the globe and is committed to bring in compliance with all the laws of the land. It does not indulge in any sale of goods that has hidden charges or indulge in concealment of information from its customers or indulge in any practices that may be considered as a breach of trust or unfair trade practice. The information pertaining to all its products, including the paper bag are conspicuously displayed on various aisles of its store and are not automatically or suspiciously added to the purchasers at the time of billing, as the complainant herein seems to allege. The OP even offers some home delivery of the

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products purchased/ selected at the store. Therefore, there is no direct or indirect compulsion for the customers to purchase the product paper bag from the OP store and use the same as a carry bag. The price of the same is sufficiently notified and it is open to the customer to decide whether or not pick up the product from the specified place where the product is stored. It is the customer who picks up the product and take the same to the final billing counter. The goods are not delivered in any loose condition without a packaging, therefore there is no deficiency or unfair trade practice committed by the OP. Hence OP prays this Commission complaint may be liable to be dismissed with a heavy cost.

5. The complainant filed her evidence affidavit by the way of chief examination and documents were marked EX-P1 to EX-P4 on their behalf. Arguments heard both parties and also filed written arguments both sides. The following points arise for our consideration.

1. Whether the complainant has proved unfair trade practice as well as deficiency of service on the part of Opposite Party?

2. Whether the complainant is entitled to the relief prayed for in the complaint?

6. Our answers to the above points are:

POINT NO 1: In the Affirmative

POINT NO 2: Partly in the Affirmative

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For the following.

REASONS

7. POINT NO 1:- It is the case of the complainant that she purchased articles worth Rs,2,428/- on 06/10/2022 from the OP and the OP at the time of billing was charged Rs.20/- for the paper carry bag on which the OP logo is printed amounts to unfair trade practice by charging for the carry bag. The complainant placed on record photo copy of the invoice dated 06/10/2020 and EX-P1 and Ex-P2 vide which she purchased certain goods from the OP. It is also evident from the said invoices that the OP had additionally charged a sum of Rs.20/- extra an account of paper carry bag and cotton bag respectively.

8. It has been held by Hon'ble State Commission that all kinds of expenses incurred in order to put goods into deliverable state shall be suffered by the seller, as such, the contention raised does not merit acceptance. On the other hand purchase of the carry bag it made optional and their own carry bags containing some item/artical intended to be purchased from other shop premises, we cannot expect that for every single item /article intended to be purchased by a customer. He/she needs to carry separate carry bags. For ex. If a customer wants to purchase, say about 15 in number. Daily-use goods/ articles like macroin pep, dettol,oreo,cop, urad, soap, toothpaste, shaving cream, pen, pencil etc. From different shops, we cannot expect him/her to take 15 carry bags from home, for the same. thus, by not allowing the customers to carry their own bags alongwith the goods purchased, to carry the same from the shop-

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premises. We are shocked to note the kind of service provided by these big malls/showrooms. Hence taken in to the consideration the OP is committed deficiency in service and unfair trade practice and complainant is bound to be compensated. **Hence we answer POINT NO 1 IN THE AFFIRMATIVE.**

9. POINT NO 2:- The complainant is entitled to interest at the rate of 12% per annum on the said amount of Rs,20/- paid by the complainant on 06/10/2022 till the payment of the amount. further the act of OP made the complainant to approach this commission and have suffered mentally, physically. Hence we are of the opinion that if OP is ordered to pay sum of Rs,1000/- to the complainant towards compensation for harassment and mental agony compensation, and Rs.3,000/- towards litigation expenses to the complainant would be just, proper and reasonable. **Hence we answer POINT NO 2 PARTLY IN THE AFFIRMATIVE and pass the following:**

ORDER

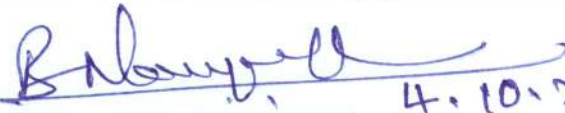
1. The Complaint is allowed in part with cost.
2. Op IKEA INDIA PRIVATE LIMITED represented by its authorized signatory is hereby directed to pay sum of Rs.20/- along with interest 12% per annum on the said amount from the date of receipt of the amount till payment of the entire amount.
3. Op further directed to pay a sum of Rs. 1,000/- towards damages and Rs.2,000/- towards litigation expenses.


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4. Op further directed comply the above order within 30 days from the date of receipt of this order and submit the compliance report to this commission within 15 days thereafter.
5. Send a copy of this order to both parties free of cost.

(Dictated to the Stenographer transcribed, typed by her, corrected by us and then pronounced in Open Commission on this the 04th day of OCTOBER 2023)


(SRI.B NARAYANAPPA)
PRESIDENT


(SMT.JYOTHI.N)
MEMBER


(SMT.SHARAVATHI.S.M)
MEMBER