

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,****U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/441/2022
Date of Institution	:	19/04/2022
Date of Decision	:	03/04/2024

Tanya Sehgal d/o Rajiv Sehgal r/o H.No.3470, Sector 35-D, Chandigarh 160022.

... Complainant

V E R S U S

Miniso India through its Store Manager, SCO 461, Sector 35, Chandigarh 160035.

... Opposite Party

**CORAM :**                      **SHRI PAWANJIT SINGH**                      **PRESIDENT**  
   **MRS. SURJEET KAUR**                      **MEMBER**  
   **SHRI SURESH KUMAR SARDANA**                      **MEMBER**

**ARGUED BY**            : None for complainant  
   : Sh. Manu Loona, Advocate for OP

### **Per Pawanjit Singh, President**

1. The present consumer complaint has been filed by Tanya Sehgal, complainant against the aforesaid opposite party (hereinafter referred to as the OP). The brief facts of the case are as under :-
  - a. It transpires from the allegations, as projected in the consumer complaint, that on 30.3.2022, complainant went to the store of the OP for shopping and after selecting the articles she headed to the cash counter. The sales personnel at the store of the OP raised a bill (Annexure C-1) of ₹1,380/-, including ₹12/- for the carry bag. The complainant resisted the said charge, but, with no success and she paid the total amount under protest. Averred, carry bag is essential part of selling articles and OP has illegally charged extra amount for the same, which amounts to deficiency in service and unfair trade practice on its part. OP was requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.
  - b. OP resisted the consumer complaint and filed its written version, inter alia, taking preliminary objections of maintainability, jurisdiction, concealment of facts and cause of action, but, has not disputed the issuance of invoice by it. Maintained, there is no rule as such which obligates retailers to provide carry bags free of cost. It is submitted it was the choice of purchaser to purchase or not to purchase paper carry bag, and this information was also disclosed on the screens and prominent places of Miniso India's counter, and if the complainant had chosen to purchase the paper carry bag, she was liable to pay the cost of the same. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.

- c. Despite grant of sufficient opportunity, rejoinder was not filed by the complainant to rebut the stand of the OP.
2. In order to prove their case, parties have tendered/proved their evidence by way of respective affidavits and supporting documents.
3. We have heard the learned counsel for the OP and also gone through the file carefully, including the written arguments.
- i. At the very outset, it may be observed that when it is an admitted case of the parties that the complainant had purchased items worth ₹1,380/- from the OP on 30.3.2022 and vide invoice (Annexure C-1) she was forced to pay ₹12/- as cost of the paper bag, the case is reduced to a narrow compass as it is to be determined if the said act of the OP amounts to unfair trade practice and the complainant is entitled to the reliefs prayed for in the consumer complaint, as is the case of the complainant, or if the consumer complaint, being false and frivolous, deserves to be dismissed, as is the defence of the OP.
  - ii. Copy of the invoice dated 30.3.2022 (Annexure C-1) clearly indicates that the OP had charged an amount of ₹1,380/- from the complainant for purchase of certain items as mentioned therein, inclusive of ₹12/- towards the "paper bag".
  - iii. The defence of OP is that prior to billing, complainant was informed about charges for the paper bag and it was only after receiving consent, invoice levying ₹12/- for the same was issued and the same does not amount to unfair trade practice on the part of OP and the consumer complaint of the complainant be dismissed with costs.
  - iv. We do not find any force in the defence of the OP as the Hon'ble National Commission in the case titled as **Big Bazaar (Future Retail Ltd.) Vs. Ashok Kumar**, Revision Petition No.975 of 2020 decided on 22.12.2020, has held as under :-

*"The consumer has the right to know, before he exercises his choice to patronize a particular retail outlet, and before he makes his selection of goods for purchase, that additional cost will be charged for carry bags, and also the right to know the salient specifications and price of the carry bags. Prominent prior notice and information has necessarily to be there (inter alia at the entrance to the retail outlet also), to enable the consumer to make his choice of whether or not to patronize the concerned outlet, and the consumer has necessarily to be informed of the additional cost for carry bags and of their salient specifications and price before he makes his selection of the goods for purchase.*

*It cannot be that a notice is displayed at the payment counter or that the consumer is informed at the time of making payment that additional cost will be charged for carry bags, after the consumer has already made his selection for purchase and has already made payment or is in the process of making payment for the selected goods. It also cannot be that carry bags of (undisclosed) specifications and of price as fixed by the Opposite Party Co. are so forced on the consumer. Such notice or information at the time of making payment not only causes embarrassment and harassment to the consumer and burdens him with additional cost but also affects his unfettered right to make an informed choice of patronizing or not patronizing a particular outlet at the initial stage itself and before making his selection of goods for purchase.*

*It may be noted that carry bags, sold at a particular price to the consumer, are in themselves 'goods', and, as such, are themselves, too, within the ambit of the statute for "better protection of the interests of consumers". It cannot be that the said goods (i.e. the carry bags) are imposed on the consumer, without disclosing their salient specifications, at the price fixed by the Opposite Party Co., without prior notice or information that (additional) cost will be charged for them.*

*The aberrations, in such facts and manner, arbitrarily and highhandedly, are unquestionably 'unfair trade practice' under [Section 2\(1\)\(r\)](#) of the Act 1986 [corresponding [Section 2\(47\)](#) of the Act 2019].*

Section 2(1)(r) of the Act says of "a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:-".

The list provided in Section 2(1)(r) is illustrative and not comprehensive.

That is to say, an unfair method or unfair or deceptive practice, as is judiciously determined, on facts and reasons, on fair and objective appraisal of the evidence and material on record, would qualify as 'unfair trade practice' within the meaning of Section 2(1)(r).

- v. In view of the ratio of law laid down above, it is clear that the seller is obliged to deliver the goods in complete state of delivery and the delivery of goods means physically handing over the goods from the seller to the buyer in a complete deliverable state and also that the packing of goods is also a state in putting the goods in deliverable state and the expenses incurred in order to putting the goods into deliverable state shall be suffered by the seller.
- vi. As it stands proved on record that the OP had wrongly charged an amount of ₹12/- from the complainant for the paper carry bag, it is safe to hold that the said act clearly amounts to unfair trade practice on its part and the instant consumer complaint deserves to succeed.
4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OP is directed as under :-
- to refund the amount of ₹12/- to the complainant wrongly charged for the paper bag.
  - to pay an amount of ₹500/- to the complainant as compensation for causing mental agony and harassment;
  - to pay ₹500/- to the complainant as costs of litigation.
5. This order be complied with by the OP within forty five days from the date of receipt of its certified copy, failing which, the payable amounts, mentioned at Sr.No.(i) & (ii) above, shall carry interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No. (iii) above.
6. Pending miscellaneous application(s), if any, also stands disposed of accordingly.
7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

03/04/2024

hg

Sd/-

[Pawanjit Singh]

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

[Suresh Kumar Sardana]

Member