

Date of Filing: 03.02.2023

Date of Order: 03.11.2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION – I, HYDERABAD
P r e s e n t

HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT
HON'BLE MRS. C. LAKSHMI PRASANNA, MEMBER

On this the Friday, the 03rd day of November, 2023

C.C.No. 50/2023

Between:-

Prabhaker Rao Athri Pathri,
S/o A. Dharmiah, aged about 73 years,
Occ: Retired, H.No. 1-1-570/3, Hebron Church Road,
Beside ANMOL café, Golconda Cross Road,
Gandhi Nagar, Musheerabad, Hyderabad – 500020- T.S.
Cell No. 9491875179

....Complainant

AND

EZEESHOP18,
Rep. by its authorized signatory,
DLS WARE HOUSE 2, Lawrence Road,
Delhi – 110035, Email: care@ezeeshop18.com.
Contact Us: 0988976876,
Invoice No. NP/15487898 Dt. 23-Nov-2022,
Order No. 26345 EZS

....Opposite Party

Counsel for the Complainant : Party-In-Person
Counsel for the Opposite party : Ex-Parte

O R D E R

(By HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT on
behalf of the bench)

1. The present complaint is filed under Section 35 of the Consumer Protection Act, 2019, alleging deficiency of service and unfair trade practice on the part of opposite party, with a prayer which reads as under:

“ I humbly request the Hon'ble President and the members of the Commission to do justice to me and punish the said “ezeeshop18” marketing dealers to not to Cheat the probable innocent Consumers in future and to restrict the Fraudulent advertisements in Social electronic media by such Fraudulent Miscreants and Public Cheaters.

I was pained and went through agony a lot. I was deceived and Cheated by these pseudo Reading Glass sellers on online business by ezeeshop18 promoters. I may be suitably compensated.

They have to return back my amount Rs. 1199/- (Rupees One Thousand One Hundred and Ninety Nine Only) actual (Rs. 1200=00) Rupees Twelve Hundred Only) against the cost of the spect Reading Glasses which I have paid to them and also with a compensation amount of Rs. 1,00,000/- (Rupees One Lakh Only), which would be a penalty for them for not to Cheat and deceived the consumer customer in future on online business and not to issue Fraudulent advertisements in future.

This amount may please to donated to

1. Home for the destitute aged people.
2. Home for the destitute children.
3. Children suffering from Cancer/institutes/Hospital.
4. Mental retarded Children institutes.

Kindly do me the justice, for which act of kindness I shall be ever grateful to you and the members of the District Consumer Disputes Redressal Commission.

2. Brief facts as averred in the complaint and necessary for adjudication are that the complainant, after seeing the advertisement of the opposite party on Facebook, placed an online order for reading glasses and paid an amount of Rs. 1,199/- (Rupees One Thousand One Hundred and Ninety Nine Only). It is further averred that the complainant received the consignment packet on 25.11.2022. Upon opening the packet, it was observed that the product described and displayed on the Facebook and the product received were completely different. It is stated that the reading glasses sent to the complainant were of ordinary plastic material reading glasses whereas the specifications mentioned in the advertisement were of 'intelligent photo chromic / auto focus / anti blue / ultra light / reading glasses – titanium frame for easy bend and hard to break – light weight for no pain on ears – both day and night

vision – multi focal lens for both far and near vision’. It is further stated that the complainant tried to contact on the mobile number provided by the opposite party, but could not reach then. Thereafter, the complainant sent a letter to the address of the opposite party that was printed / provided on the cover of the consignment, but the opposite party did not respond to the letter. It is submitted that the complainant is entitled for compensation for the mental agony suffered by him and the amount may be donated to ‘home for destitute aged people, home for the destitute children etc.’. Hence, alleging deficiency of service and unfair trade practice on the part of opposite party, the complainant filed the present complaint with a prayer to grant the reliefs as stated above.

3. Despite receipt of notice by opposite party on 29.05.2023, none appeared. As the opposite party failed to file written version within the statutory period prescribed under the Consumer Protection Act, 2019, they were set ex-parte vide docket proceedings dated 13.07.2023.
4. During the course of enquiry, the complainant filed evidence affidavit and got marked the documents at Ex.A1 to Ex.A4. Thereafter, the complainant filed memo to treat his evidence affidavit as written arguments and the matter was reserved for orders.
5. Based on the facts and material on the record, the following points have emerged for consideration:
 - a. Whether the complainant could establish deficiency of service and unfair trade practice on the part of opposite party?
 - b. Whether the complainant is entitled for the reliefs as prayed in the complaint? If so, to what extent?
6. **Point ‘a’:**
 - 6.1. It is evident from Ex.A4 that, on the order dated 23.11.2022 and invoice No. NP / 15487898, the consignment was shipped. It is further evident from Ex.A4 that the order was placed for ‘intelligent photochromic – auto focus – auto blue – ultra light reading glasses’ and the

payment option for Rs. 1,199/- (Rupees One Thousand One Hundred and Ninety Nine Only) was 'cash on delivery'.

- 6.2.** The complainant, to substantiate his pleadings and statements made in the complaint, submitted documentary evidence at Ex.A1, Ex.A2 (written communication to the opposite party) & Ex.A3 (courier slip).
- 6.3.** It is the case of the complainant that the product received by him did not match with the specifications mentioned on the website. It is also the case of the complainant that the product received by him and the product displayed on the Facebook were completely different.
- 6.4.** In the present case, the opposite party remained absent for the reasons best known to them and the documentary evidence of the complainant remained unchallenged and unrebutted. Moreover, it is clear from the document at Ex.A4 that the complainant ordered for reading glasses with the specifications mentioned therein. Hence, the act of sending a wrong product and later on non-refunding or non-replacing the same amounts to deficiency in service and unfair trade practice on the part of the opposite party. Hence, point 'a' is answered in favour of the complainant.

7. Point 'b':

- 7.1.** In the present case, as per the pleadings and documentary evidence, it is established that the reading glasses did not match to the description as provided on the website. Hence, the act of the opposite party certainly caused immense mental agony to the complainant. Therefore, the complainant is entitled for reasonable compensation of Rs. 2,000/- (Rupees Two Thousand Only).
- 7.2.** In view of the above discussion and findings, the complaint is allowed in part and the opposite party is directed to
- i.** Return the amount of Rs. 1,199/- (Rupees One Thousand One Hundred and Ninety Nine Only) paid against the costs of reading glasses.

- ii. Pay an amount of Rs. 2,000/- (Rupees Two Thousand Only) towards compensation.
- iii. Pay an amount of Rs. 2,000/- (Rupees Two Thousand Only) towards costs.

Time for compliance: 45 days from the date of receipt of the order.
In case of non-compliance, the amount mentioned in Sr. No. (i) shall attract an interest @3% p.a. from the date of the order till its actual payment.

Dictated to steno, transcribed and typed by him, pronounced by us on this the 03rd day of November, 2023.

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE

WITNESS EXAMINED FOR THE COMPLAINANT:

(PW1) Prabhaker Rao Athri Pathri

WITNESS EXAMINED FOR THE OPPOSITE PARTY

Nil.

EXHIBITS FILED ON BEHALF OF THE COMPLAINANT:

- Ex.A1 Copy of all correspondence through emails from 26.11.2022 to 02.12.2022.
- Ex.A2 Copy of letter sent through Professional Couriers dated 29.11.2022 and 01.12.2022.
- Ex.A3 Copy of Professional Couriers Cash receipt dated 01.12.2022.
- Ex.A4 Copy of Ezeeshop18 consignment cover sheet which contain ordered dated 23.11.2022 and invoice number NP / 15487898.

EXHIBITS FILED ON BEHALF OF THE OPPOSITE PARTY

Nil.

MEMBER

PRESIDENT

PSK
READ BY:-
COMPARED BY :-