

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 08.12.2023

Date of final hearing: 04.03.2024

Date of Pronouncement: 04.03.2024

**Consumer Complaint No.-336/2023**

IN THE MATTER OF

Balwinder Singh s/o Sh. Manmohan Singh r/o VPO and Tehsil Jawali, Distt.  
Kangra, H.P.

(Through: Mr. Anurag Sharma, Advocate )

.....Complainant

Versus

1. Puma India, Ground Floor No. 496, Mahadevapura, main road, next to  
HEWLETT PACKARD service gate, Bangaluru through its Managing Director  
Pin Code:-560048.

2. Puma Showroom INR0029-IN-Pathankot, opposite to Shani Dev Mandir,  
Distt. Pathankot Punjab through its Manager Pin Code-145001.

(Already Ex-parte)

.....Opposite Party(s)

**CORAM:**

President: Mr. Hemanshu Mishra

Members: Ms. Arti Sood & Sh. Narayan Thakur

**PER: Mr. Hemanshu Mishra, President:-**

**ORDER**

The complainant has filed instant complaint seeking direction  
to the opposite party(s) to replace/exchange the shoes purchased by the

complainant or to refund Rs.6299/- to the complainant along with interest at the rate of 12% per annum from the date of filing of the complaint till its realization. Beside this complainant has sought direction against the Opposite parties to pay Rs.10,000/- as compensation and Rs.10,000/- as litigation expenses.

2. Brief facts giving rise to the present complaint are that the complainant had purchased one pair of shoes (Model name BMW MMS X-Ray Speed) in the sum of Rs.6299/- on 11-03-2023. It is pleaded that the complainant after purchasing the shoes went to his house and found that there is some defect in the shoes. On the very next day the complainant approached the opposite party No.2 and made complaint regarding the defect in the shoes, but the opposite party No.2 denied the request of the complainant. The complainant on 17.05.2023 sent an email to customer care of opposite party No.1. On 18.05.2023 complainant received the reply. The complainant on 19.05.2023 again sent the complaint regarding the above said issue and on 20.05.2023 got the reply for sharing his contact number to the customer care. On 31.05.2023, the complainant received email that the request of the complainant has been denied by the opposite party No.1. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

3. Notices were sent to opposite party(s) by this Commission, which were duly served, but none appeared on behalf of opposite party(s)

and opposite party(s) were proceeded ex-parte.

4. The complainant was called upon to produce evidence. In order to prove his complaint, complainant has filed affidavit Ext.CW-1 along with document Annexures C-1.

5. On the other hand, opposite party despite of valid service did not bother to contest the complaint and opted to remain ex-parte.

6. We have heard learned counsel for the complainant and have gone through the case file minutely.

7. Admittedly vide annexure C-2, the complainant has purchased shoes amounting to Rs.6,299/- from the opposite party No.2 on 11.03.2023. The photograph annexed as annexure C-1 is clearly showing that the joint of sole and upper portion is dispersed and the complainant was handed over deformed shoes by the opposite party No.2 despite of receiving Rs.6,299/-. The complainant had sent various emails to the opposite party. The opposite party kept the complaint of complainant unresolved till November 9, 2023 vide annexure C-6. The opposite parties vide annexure C-7 on November 9, 2023 at about. 1.29 PM has informed the complainant that his request for exchange of shoes could not be fulfilled as it does not meet there exchange/replacement policy. Opposite party despite of valid service did not bother to contest the complaint and opted to remain ex-parte. Thus, evidence adduced by the complainant remains unrebutted and unchallenged. There is no reason to disbelieve the cogent and

convincing evidence adduced by the complainant. The opposite parties have not filed any reply. As no affidavit of expert has been appended and no replacement/exchange policy was produced, we are of the opinion that deformed shoes was sold/handed over to the complainant, which is clearly deficiency in service. As far as compensation is concerned, at this junction it will not be appropriate for any replacement/exchange; therefore, we are of the opinion that refund of the amount is to be granted in the present complaint along with exemplary compensation.

8. Accordingly, the complaint is partly allowed and opposite parties are jointly and severally directed to refund an amount of Rs.6,299/- to the complainant along with interest @ 9% per annum from the date of complaint till its realization. Apart from this, opposite parties are jointly & severally also directed to pay compensation to the complainant to the tune of Rs.5,000/-, besides litigation cost quantified as Rs.5,000/-.

9. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

10. A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.

11. File be consigned to record room along with a copy of this Judgment.

(Hemanshu Mishra)  
President

(Narayan Thakur)  
Member

(Arti Sood)  
Member