

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this the 26th day of June, 2025

Filed on: 12/04/2024 ✓

PRESENT

Shri. D.B. Binu
Shri. V. Ramachandran
Smt. Sreevidhia T.N

Hon'ble President
Hon'ble Member
Hon'ble Member

CC.No. 415 of 2024 ✓

COMPLAINANT:

Mr. Joseph Niclavose, S/o Niclavose.C.O, Chiraparamban House, Koovappady.P.O, Koovappady, Ernakulam -683544.

(Adv. Alvin Jewel.S.S, Opp. Thankam Tourist Home, St. Benedict Road, Cochin-682018)

VS

OPPOSITE PARTIES:

1. IHA Designs Pvt. Ltd, West of Pichu Iyer Junction, Near Murinjapuzha Bridge, Alappuzha District, Kerala-688001.

2. Nooha Sajeev, Manager, IHA Designs Pvt. Ltd, West of Pichu Iyer Junction, Near Murinjapuzha Bridge, Alappuzha District, Kerala-688001.

(Adv. Dileep Rahman, Raji.S, Ayisha Navas, Room No.112, Municipal Sathram, Opp. District Court, Alappuzha)

F I N A L O R D E R

D.B. Binu, President:

A brief statement of facts of this complaint is as stated below:

The complaint was filed under Section 35 of the Consumer Protection Act, 2019. The complainant, a resident of Ernakulam, purchased 14 sarees worth ₹89,199/- from the opposite parties, reputed textile dealers, through Bill No. ID/B2C/48932 dated 26.12.2023. The purchase was made for his wife and relatives, including for his sister-in-law's engagement function on 21.01.2024, influenced by the opposite parties' advertisements promising curated selections and high-quality craftsmanship. However, a saree (Code No. 85252, priced ₹16,500/-) worn for the first time by the complainant's wife on the

function day began to bleed, colour on contact with skin, causing visible discolouration, embarrassment, and emotional distress in front of family and guests. The complainant approached the opposite parties on 22.01.2024, but was met with rude behaviour and refusal to replace or refund the defective saree. Subsequent efforts, including e-mails dated 22.01.2024 and 24.01.2024 and a legal notice dated 21.02.2024 (received by the opposite parties on 23.02.2024), went unanswered. The complainant alleges gross deficiency in service and unfair trade practice, leading to humiliation and mental agony. The cause of action arose within the jurisdiction of this Hon'ble Commission. The complainant seeks refund, compensation, and costs totalling ₹1,41,500/- with interest and legal expenses.

2. NOTICE:

The Commission issued notice to the Opposite Parties on 06.05.2024. Vakalath was filed by the Opposite Parties on 15.05.2024. As per the records of the postal department, the notice was served on the Opposite Parties on 10.05.2024. However, no version was filed by the Opposite Parties. Hence, the Opposite Parties are set ex parte.

3. EVIDENCE:

The complainant submitted a proof affidavit along with ten documents, which are marked as Exhibits A1 to A10:

- **Ext.A1** – Copy of purchase bill dated 26.12.2023
- **Ext.A2** – Copy of engagement invitation card
- **Ext.A3** – Photographs showing the discolouration in the pink saree.
- **Ext.A4** – Material Object: M01
- **Ext.A5** – Copies of email dated 24.01.2024
- **Ext.A6** – Office copy of lawyer notice dated 21.02.2024
- **Ext.A7** – Photo copy of postal receipt dated 21.02.2024
- **Ext.A8** – Photo copy of postal receipt dated 21.02.2024
- **Ext.A9** – Photo copy of acknowledgment receipt dated 23.02.2024
- **Ext.A10** – Photo copy of acknowledgment receipt dated 23.02.2024

4. POINTS FOR CONSIDERATION:

- i) Whether the complaint is maintainable or not?
- ii) Whether there is any deficiency in service or unfair trade practice by the opposite parties?
- iii) If so, whether the complainant is entitled to any relief?
- iv) Costs of the proceedings, if any?

5. SUMMARY OF WRITTEN ARGUMENT OF THE COMPLAINANT:

The complaint has been filed due to irreparable injury, hardships, mental anguish, and loss of time resulting from unfair trade practices, deficiencies in service, and a lack of professionalism by the opposite parties in connection with the product purchased.

- a. The complainant was influenced by false advertisements from the opposite parties about their products' *"expert craftsmanship and timeless elegance."* Consequently, the complainant purchased 14 sarees for his wife and relatives under **bill No. ID/B2C/48932 dated 26.12.2023** for a total of ₹89,199/- (**Exhibit A1**). This expensive purchase was made for the engagement of the complainant's sister-in-law held on 21.01.2024, as evidenced by the **engagement invitation dated 21.01.2024 (Exhibit A2)**. During the purchase, the representatives of the opposite parties assured the complainant of the superior quality of their products.
- b. On the day of the engagement, the complainant's wife wore a newly purchased **pink saree (Code No. 85252)**, priced at ₹16,500/- (**Exhibit A4**). To their dismay, the saree began to lose colour and discolour visibly where it came in contact with the skin, as shown in the **photographs of the discolouration (Exhibit A3)**. This caused significant embarrassment for the complainant and his wife in front of friends and family, ruining an important family occasion. A sister's marriage, being a deeply personal and emotional milestone, was tarnished due to the substandard product, poorly

- manufactured using low-quality materials. The following day (22.01.2024), the complainant and his 'wife' visited the opposite parties' shop and informed them of the incident, but they were treated rudely and the opposite parties refused to offer a refund or replacement.
- c. Due to the continued inaction of the opposite parties' representatives, the complainant sent **e-mails dated 22.01.2024 and 24.01.2024** to the customer support of the opposite parties, raising his grievances and seeking an amicable resolution (**Exhibit A5**). However, no positive steps were taken to redress the issues. The complainant also contacted them over the phone and was spoken to unprofessionally, even being told to "Go to court." Left with no alternative, the complainant issued a **lawyer's notice on 21.02.2024**, which was received by the opposite parties on 23.02.2024, but they failed to respond or address the matter.
 - d. The defective nature of the product and the subsequent dismissive behaviour of the opposite parties clearly establish unfair trade practices, deficiency in service, and a lack of professionalism. The pink saree, worn for the first time, exhibited significant discolouration (**Exhibits A4**), and the opposite parties failed to resolve the issue despite repeated communications (**Exhibits A5**). This has caused the complainant irreparable injury, emotional distress, and wastage of valuable time.
 - e. Therefore, under these circumstances, the complainant holds the opposite parties fully accountable for the suffering endured. He has rightfully approached this Commission seeking redressal and adequate compensation for the losses and mental agony suffered.
 - f. Even though the opposite parties entered appearance on 15.05.2024, they failed to appear thereafter or file their version, and hence, were set **ex parte on 12.08.2024**.
 - g. The complainant subsequently filed his **proof affidavit along with Exhibits A1 to A10** on 30.01.2025, which were marked without any objection from the opposite parties.

We have also noticed that a Notice was issued by the Commission to the opposite parties, but they did not file their version. Hence, the opposite parties set ex parte. The complainant had produced ten documents marked as **Exbt.A-1 to A-10**. All in support of his case. However, the opposite parties did not make any attempt to appear in the case and participate in the above proceedings before this commission or set aside the ex parte order passed against them. It was further stated that this illegal, arbitrary and unjustified act of the opposite parties amounted to a deficiency in service, indulgence in unfair trade practice, and caused mental agony and hardship to the complainant.

The opposite parties' conscious failure to file their written version in spite of having received the Commission's notice to that effect amounts to an admission of the allegations levelled against them. Here, the case of the complainant stands unchallenged by the opposite parties. We have no reason to disbelieve the words of the complainant. **The Hon'ble National Commission held a similar stance in its order dated 2017 (4) CPR page 590 (NC).**

We have meticulously considered the detailed submission of the complainant as well as thoroughly reviewed the entire record of evidence, including the argument notes. It is noted that the opposite parties have failed to submit any argument notes or participate in the proceedings.

i). Maintainability of the Complaint

The complainant is a consumer as defined under Section 2(7) of the Consumer Protection Act, 2019. The transaction involves the purchase of sarees for personal and family use, which constitutes a consumer transaction (**Exhibit A1**). The grievance pertains to deficiency in service and unfair trade practices—grounds recognized under Sections 2(11) and 2(47) of the Act. Hence, the complaint is maintainable before this Commission.

ii). Deficiency in Service and Unfair Trade Practice

The complainant purchased 14 sarees from the opposite parties worth ₹89,199/- (**Exhibit A1**), influenced by promises of premium quality. One saree,

priced at ₹16,500/- (**Exhibit A1**), when worn for the first time, exhibited discolouration upon contact with the skin, as clearly shown in **Exhibit A4**. This incident occurred on an important family function, resulting in significant embarrassment and emotional distress to the complainant and his wife.

Despite repeated attempts by the complainant—including personal visits, e-mails (**Exhibit A5**), and a legal notice (**Exhibit A6**) —the opposite parties neither resolved the grievance nor provided redress. Instead, they responded rudely and even invited litigation by stating “Go to court.” The failure to act upon a legitimate complaint, and the sale of a defective product, amounts to gross negligence and deficiency in service.

The Commission has carefully examined Material Object (**Exhibit.A4**), the saree produced by the complainant. Upon visual inspection, the discoloration alleged by the complainant was clearly visible. The Commission is satisfied that the complainant’s allegation is substantiated, even by a naked eye examination.

It is a settled position of law that when a service provider, despite receiving notice, **fails to respond to legitimate complaints or does not participate in proceedings**, it amounts to an implied admission of the allegations. This nonchalant conduct reflects **deficiency in service** under Section 2(11) of the Consumer Protection Act, 2019.

From the uncontested evidence produced (Exhibits A1 to A10), the Commission is satisfied that:

- The saree was defective and substandard.
- The opposite parties ignored repeated opportunities to amicably resolve the issue.
- Selling defective goods and failing to redress the consumer’s grievance promptly and effectively constitutes a clear case of deficiency in service under the Consumer Protection Act, 2019. The law imposes a duty on sellers and service providers to ensure that products sold meet the

promised standards and to address consumer complaints diligently. This principle reinforces that consumer satisfaction does not end with the sale; the post-sale responsibility is equally binding.

The Commission also notes the mental agony and humiliation suffered by the complainant and his wife due to the incident, which justifies the award of reasonable compensation.

iii). Liability of the Opposite Parties

The opposite parties, by their inaction, refusal to resolve a clear grievance, and non-participation in the proceedings, are liable for:

- Selling a defective product,
- Deficiency in service under Section 2(11),
- Engaging in unfair trade practices under Section 2(47),
- Causing mental agony and hardship to the complainant.

Their failure to file a version or defend the complaint ex-parte further strengthens the complainant's case.

iv) Reliefs and Costs

Based on the un-rebutted evidence and applicable legal principles, the complainant is entitled to relief under the Consumer Protection Act, 2019. The defective saree, purchased for a significant family function, discoloured on first use, causing emotional distress and public embarrassment. This amounts to a defect in goods, deficiency in service, and unfair trade practice under Sections 2(10), 2(11), and 2(47) of the Act. Despite multiple attempts by the complainant to resolve the issue amicably, including emails and a legal notice, the opposite parties remained indifferent.

In view of the above, this Commission finds that the complainant is entitled to refund, compensation, and costs. Under Section 39(1) of the Act, considering the complainant's time, effort, and the opposite parties' non-

cooperation, costs of proceedings are also awarded in favour of the complainant.

The incident narrated by the complainant is not just about a defective saree—it reflects a deeper emotional hurt caused during a cherished family celebration. The discolouration of the saree, worn with anticipation and pride by the complainant's wife on the day of her sister's engagement, led to humiliation and distress in front of loved ones. Such moments, meant to be treasured for a lifetime, were marred by the carelessness and indifference of the opposite parties. The refusal to acknowledge the grievance, coupled with the dismissive attitude of "Go to court," shows not only a lack of accountability but a disregard for basic consumer dignity. This Commission cannot turn a blind eye to the emotional pain suffered by the complainant and his family, which goes far beyond monetary loss.

We determine that issue numbers (I) to (IV) are resolved in the complainants' favour due to the significant service deficiency on the part of the Opposite Parties. Consequently, the complainant has endured considerable inconvenience, mental distress, hardships, and financial losses as a result of the negligence of the Opposite Parties.

In view of the above facts and circumstances of the case, we are of the opinion that the Opposite Parties are liable to compensate the complainant.

Hence, the prayer is partly allowed as follows:

- I.** The Opposite Parties shall refund **₹16,500/-** (Rupees Sixteen Thousand Five Hundred only) to the complainant, being the cost of the defective saree, as evidenced by **Exhibit A1**.
- II.** The Opposite Parties shall pay **₹15,000/-** (Rupees Fifteen Thousand only) to the complainant as **compensation for mental agony, financial loss, and inconvenience**. This amount is awarded for the **deficiency in service and**

unfair trade practices, as well as for the **mental agony and physical hardship** endured by the complainant.

III. The Opposite Parties shall pay **₹5,000/-** (Rupees Five Thousand only) to the complainant towards the **cost of the proceedings**.

The opposite parties are jointly and severally liable for the fulfilment of the above orders. These orders must be executed within 45 days from the date of receiving this order. Failure to comply with the payment orders under Points I and II will result in an interest rate of 9% per annum from the date of filing the complaint (12/04/2024) until the date of full payment realization.

Pronounced in the Open Commission this the 26th day of June, 2025.

D.B. Binu, President

V. Ramachandran, Member

Sreevidhya T.N, Member

APPENDIX

Complainant's Evidence:

- Ext.A1** – Copy of purchase bill dated 26.12.2023
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Opposite Parties' Evidence: Nil

Date of Despatch

By Hand::

By post::

BR/