

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM**  
**Dated this the 17<sup>th</sup> day of July, 2025**

**Filed on: 28/01/2022**

**PRESENT**

Shri. D.B. Binu  
Shri. V. Ramachandran  
Smt. SreevidhiaT.N

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

**CC.No. 73 of 2022**

**COMPLAINANT:**

Dr.Gejo Anna Geevarghese, Kuruppan House, Kombanad.P.O, Perumbavoor,  
Ernakulam, Kerala-683546.

***(Adv. Aswin Kumar. M.J, Attorney's Alliance, Law Firm, IInd Floor, Chundanal  
Monarch, K. K. Padmanabhan Road, Ernakulam-682018)***

**VS**

**OPPOSITE PARTIES:**

1. Paytm Rep by its Chief Operating Officer, Paytm Corporate Office, B121,  
Sector-5, Noida-201301, Uttar Pradesh.

**(Adv. K.S.Arundas, AbheekSaha, Abijith K, Advocates,35, DD Oceano Mall,  
Near Taj Gateway, Marine Drive, Ernakulam)**

2. Customer Grievance Nodal Officer, Paytm Ecommerce Pvt. Ltd, B121, Sector-5,  
Noida-201301, Uttar Pradesh.

***(Adv. LijinThamban, RNS Associates, 1<sup>st</sup> Floor, 67/2000, Opp.SBIChittoor  
Road, Branch, Kacheripady, Ernakulam-682018.)***

3. General Manager, Paytm Office, 144/533, 2<sup>nd</sup> Floor,22<sup>nd</sup> Main, 150 Feet Ring  
Road, HSR Layout, 1<sup>st</sup> Sector, Agara, Bangalore-560102, Karnataka, India.

4. Paytm Mall Customer Care, 2<sup>nd</sup> Floor, Balammal Building, No.33, Burkit Road,  
T Nagar, Chennai, Tamilnadu-600017.

**FINAL ORDER**

**D.B. Binu, President:**

**1. 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 Scientist at the National Centre for Sustainable Coastal Management under the Ministry of Environment, Forests and Climate Change, purchased a Lenovo IdeaPad Slim 3 laptop worth ₹28,990 through the PayTM Mall app on 17/06/2021. The order was placed for delivery to her niece's address in Thiruvankulam, Ernakulam. However, on 03/07/2021, a parcel containing a low-value T-shirt was delivered instead of the laptop. Despite promptly raising the issue with PayTM customer care and submitting photographs as proof, her return request was unreasonably cancelled without explanation. The complainant made multiple attempts to resolve the matter through PayTM's grievance redressal system, National Consumer Helpline, and even visited the PayTM office in Chennai, but no effective remedy was provided. Several contradictory emails were received from PayTM, including one falsely stating that the matter was closed due to non-response. A legal notice dated 17/09/2021 was also ignored. The complainant alleges a clear deficiency in service and mental harassment by the opposite parties—PayTM, its Grievance Nodal Officer, General Manager, and Customer Care Centre—and seeks a refund with interest, along with ₹25,000 for mental agony and ₹12,500 towards legal expenses.

## **2.NOTICE:**

The Commission issued notices to all opposite parties on 07/03/2022. The third and fourth opposite parties were served with notices on 15/03/2022 and 14/03/2022 respectively. They filed a joint version on 09/02/2023. However, as the version was filed beyond the statutory period prescribed under the Consumer Protection Act, 2019, the third and fourth opposite parties were proceeded with ex parte.

The first opposite party entered appearance by filing vakalath on 25/04/2022, and the second opposite party filed vakalath on 04/11/2022.

However, both parties failed to file their versions within the statutory time limit. Accordingly, Opposite Parties 1 and 2 were also proceeded with ex parte for non-compliance with the mandatory requirements of the Act.

### **3. EVIDENCE:**

The complainant filed a proof affidavit along with eight documents before the Commission, which were marked as **Exhibits A1 to A8:**

- **Ext.A1** – Screenshot of payment summary and order details.
- **Ext.A2** – Screenshot of the communication with photographs between the complainant and the customer care of the opposite parties.
- **Ext.A3** – Screenshots of the communications by the customer care of the opposite parties declining the return request of the complainant.
- **Ext.A4** – Screenshot of the mail communication dated 13/07/2021 with the Grievance Officer of Paytm Mall.
- **Ext.A5** – Correspondence with the National Consumer Helpline (NCH) and subsequent responses from Paytm Mall, along with a screenshot.
- **Ext.A6** – Screenshot of communications received by the complainant on behalf of the opposite parties.
- **Ext.A7** – Office copy of the legal notice dated 17/09/2021.
- **Ext.A8** – True copies of postal receipts.

### **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:**

- a. On 17th June 2021 at 5:56 PM, the complainant placed an order through the Paytm Mall App for a Lenovo IdeaPad Slim 3 laptop with the following specifications: AMD Athlon Silver 3050U / 4GB RAM / 1TB HDD / 39.62 cm (15.6 inch) / Windows 10 / MS Office / Integrated AMD Radeon Graphics (Model No. 81W100HKIN, Platinum Grey, 1.85 kg), for a total amount of ₹28,990/- (Twenty-Eight Thousand Nine Hundred Ninety). The laptop was intended for her niece, Miss JovanaGeemaGeevarghese, a Class VIII student, to support her online classes and studies. The delivery address was Kuruppan House, Thiruvankulam P.O., Seminary Road, Thrippunithura, 682305. Payment was made through Union Bank of India's internet banking facility, with Payment Summary DC Transaction No. 202153383556958, and Order No. 13934438456. The screenshot of the payment summary and order details is produced and marked as **Ext.A1**.
- b. Although the expected delivery date was 24th June 2021, the parcel was fraudulently delivered only on 3rd July 2021 by XPPRESSBEES (AWS No. 122721721712). Upon opening the parcel in the presence of the delivery personnel, it was discovered that instead of a laptop, it contained a T-shirt with a price tag of ₹349. The complainant immediately initiated communication with PayTM customer care, and screenshots of this communication, along with the photographs of the wrongly delivered parcel, are marked as **Ext.A2**.
- c. Further communications from the PayTM customer care, which include acknowledgement of the grievance, were exchanged. However, despite assurance of refund initiation and pickup scheduled on 10th July 2021, the complainant was shocked to see the status updated as "Return Request Cancelled" on 11th July 2021 without any justification. The screenshots of these communications showing the cancellation are marked as **Ext.A3**.
- d. Being aggrieved, the complainant lodged a detailed complaint with the Grievance Officer of PayTM Mall on 13th July 2021, reiterating the grievance

and seeking redressal. A screenshot of the said mail communication is marked as **Ext.A4**.

- e. As there was no proper response from the opposite parties, the complainant further escalated the matter to the National Consumer Helpline (NCH) on 15th July 2021. Subsequent communications between the complainant and PayTM Mall through NCH, including the grievance email and ticket number generation, are produced and marked as **Ext.A5**.
- f. Despite assurances of personal attention and a visit to the PayTM office in Chennai on 29th July 2021, the complainant received further emails from PayTM declining the request and closing the grievance unjustly. Screenshots of these email communications are marked as **Ext.A6**.
- g. Left with no other option, the complainant issued a legal notice dated 17/09/2021 to the opposite parties demanding a refund of ₹28,990 along with interest and compensation. The office copy of the legal notice is produced and marked as **Ext.A7**, and the true copies of the postal receipts are marked as **Ext.A8**.
- h. The actions of the opposite parties amount to a clear deficiency in service, causing the complainant financial loss, mental agony, and loss of valuable time, thereby adversely affecting both her professional responsibilities and her niece's academic progress. Hence, the complainant prays that this Commission be pleased to allow the complaint and pass appropriate orders in her favour.

Notices were issued to all opposite parties on 07/03/2022. Opposite Parties 3 and 4, though duly served, filed a joint version belatedly on 09/02/2023 and were proceeded with ex parte. Opposite Parties 1 and 2 entered appearance but failed to submit their versions within the statutory period and were also set ex parte. Despite being served, none of the opposite parties made any effort to participate in the proceedings or seek recall of the ex parte order. Their inaction reflects a conscious disregard of due process and constitutes an admission of the

unchallenged allegations. Such conduct amounts to a clear deficiency in service and unfair trade practice, causing mental agony and hardship to the complainant. This view is supported by **the Hon'ble National Commission's ruling in 2017 (4) CPR 590 (NC)**.

We have meticulously considered the detailed submissions of the Complainants and thoroughly reviewed the entire record of evidence, including the argument notes. It is noted that the Opposite Parties failed to submit argument notes or participate in the proceedings.

**i) Maintainability of the Complaint:**

The transaction involves a consumer purchase for personal use, and the complainant has produced documentary proof of the same (**Ext.A1**). The purchase was made online and delivered to Ernakulam. Therefore, this Commission has both territorial and pecuniary jurisdiction under Section 34 of the Consumer Protection Act, 2019. The complaint is maintainable.

**ii) Deficiency in Service and Unfair Trade Practice:**

The delivery of a T-shirt instead of a laptop amounts to a grave deficiency in service under Section 2(11) of the Consumer Protection Act, 2019. The refusal to process the return or refund despite evidence and continuous follow-up further demonstrates negligence. The false and contradictory email responses and failure to redress the grievance constitute unfair trade practice as defined under Section 2(47).

**iii) Liability of the Opposite Parties:**

The conduct of the Opposite Parties reflects a clear and deliberate violation of the statutory duties imposed on e-commerce entities under the **Consumer Protection (E-Commerce) Rules, 2020**, framed under the **Consumer Protection Act, 2019**. As per Rule 4 of the said Rules, every e-commerce entity is obligated to ensure that consumers are provided with accurate information, a

transparent purchasing process, and a functional grievance redressal mechanism. They are mandated to acknowledge consumer grievances within 48 hours and redress them within one month. Furthermore, e-commerce entities must not impose any unjust cancellation charges, must process refunds promptly, and must take responsibility for any deficiency in goods or services provided through their platform.

In this case, the Opposite Parties failed to comply with these statutory requirements—no proper grievance redressal was provided, misleading and contradictory communications were issued, and the legitimate refund request was arbitrarily rejected. These actions not only amount to a **deficiency in service** and **unfair trade practice** under Sections 2(11) and 2(47) of the Consumer Protection Act, 2019, but also constitute a **breach of their statutory liabilities** as e-commerce entities. Accordingly, they are liable for the consequences of their non-compliance, including compensation to the consumer for the loss, hardship, and mental agony caused.

All four opposite parties failed to act responsibly or provide any resolution, leaving the complainant's allegations unchallenged. Their negligence in delivering incorrect goods and refusing to rectify the issue despite repeated requests amounts to a deficiency in service. The conduct falls short of the standards expected from an e-commerce platform and caused the complainant, a scientist, undue stress and financial loss, while also affecting her niece's education during a crucial period.

*This case highlights the troubling reality faced by many consumers in the digital age, where convenience is promised but accountability is often missing. The complainant, a scientist, placed trust in a reputed e-commerce platform to purchase a laptop, only to receive a low-value T-shirt instead. What followed was not just a product issue but a prolonged ordeal marked by negligence, indifference, and procedural violations by the Opposite Parties. Despite repeated efforts,*

*including direct communication, escalation through grievance platforms, and even a legal notice, the complainant was met with silence or contradictory responses. The Commission cannot ignore the human element—the frustration, anxiety, and helplessness—that the complainant had to face while safeguarding her niece’s right to education. The case underscores the urgent need for e-commerce platforms to uphold their legal and moral obligations, treating every consumer not as a transaction but as a person deserving of fairness, dignity, and timely redressal.*

We determine that issues (I) to (IV) are resolved in favour of the complainant, owing to the significant deficiency in service on the part of the Opposite Parties. As a consequence, the complainant has endured considerable inconvenience, mental distress, hardship, and financial loss due to the negligent conduct of the Opposite Parties.

In light of the facts and circumstances of the case, and upon careful examination of the evidence and pleadings, we hold the Opposite Parties liable to compensate the complainant. Accordingly, **the complaint is partly allowed as follows:**

- I. The Opposite Parties shall refund an amount of ₹28,990/- (Rupees Twenty-Eight Thousand Nine Hundred and Ninety only) to the complainant, being the purchase price of the laptop as evidenced by **Exhibit A1**.
- II. The Opposite Parties shall pay ₹15,000/- (Rupees Fifteen Thousand only) to the complainant as compensation for the mental agony, financial loss, and inconvenience suffered. This compensation is awarded on account of the proven deficiency in service and unfair trade practices, as well as the emotional and physical distress experienced by the complainant.
- III. The Opposite Parties shall further pay ₹5,000/- (Rupees Five Thousand only) towards the cost of litigation incurred by the complainant.



The above amounts shall be paid by the Opposite Parties jointly and severally, and the entire award shall be complied with within 45 days from the date of receipt of this order.

In case of failure to comply with Clauses I and II within the stipulated period, the amounts due shall carry an interest at the rate of 9% per annum from the date of filing the complaint, i.e., 28.01.2022, until the date of actual realisation.

**Pronounced in the Open Commission on this the 17<sup>th</sup> day of July, 2025.**

**Sd/-D.B. Binu, President**  
**Sd/-V. Ramachandran, Member**  
**Sd/-Sreevidhia T.N., Member**  
 Forwarded/By Order

Assistant Registrar

## **APPENDIX**

### **Complainant's Evidence:**

**Ext.A1** – Screenshot of payment summary and order details.

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### **Opposite parties' Evidence:**

Date of Despatch

By Hand::

By post::

BR/