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DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
THIRUVALLUR

BEFORE TMT. Dr.S.M. LATHA MAHESWARI, M.A.,M.L, Ph.D (Law)
THIRU.P.VINODH KUMAR. B.Sc., BL.,

..... PRESIDENT
.....MEMBER-I

CC. No.65/2025

THIS FRIDAY, THE 26th DAY OF SEPTEMBER 2025

B.Krithika,
Flat 197 D, First Floor,
Epic Nagalakshimi Kantham,
Tagore Street, Alwarthirnagar,
Thiruvallur District, Chennai 600 087.

.....Complainant.

//Vs//

1.Myntra Designs Private Limited,
Rep. by its Managing Director,
SY No.8 to 14 and 55,
Alyssa begonia clover Embassy tech village,
Outer ring road, Devarbisanahalli varthur hobli,
Bengaluru (Bangalore) Urban,
Karnataka, 560 103, Bengaluru,
Karnataka -560 103.

2.Myntra Head Office,
Rep. by its Managing Director,
Bellandur Railway Station Road,
Kadubeesanahalli,
Bengaluru, Karnataka 560 103.

.....Opposite Parties.

Counsel for the complainant
Counsel for the opposite parties

: M/s.L.Shakthi, Advocate.
: Mr.S.Sushil Kumar, Advocate.

This complaint coming before us on various dates and finally on 08.09.2025 in the presence of M/s.L.Shakthi, counsel for the complainant and Mr.S.Sushil Kumar, counsel for the opposite parties and upon perusing the documents and evidences of both sides this Commission delivered the following:

ORDER

PRONOUNCED BY TMT. Dr. S.M. LATHA MAHESWARI, PRESIDENT

1. This complaint has been filed by the complainant u/s 35 of the Consumer Protection Act, 2019 alleging deficiency in service against the opposite parties with regard to the Service deficiency in Supplying a Wrong product i.e., SKIIE Street Jeans Wear instead BAESD Women Black Flared High – Rise Jeans along with a prayer to refund of Rs.495/- paid by the complainant, to pay a sum of Rs.80,000/- towards compensation for the mental agony and hardship caused to the complainant due to the deficiency in service on the part of the opposite parties and to pay a sum of Rs.20,000/- towards cost of the proceedings.

Summary of facts culminating into complaint:-

2. Complainant purchased a product from the opposite party's online shopping platform, Myntra on 22.12.2024. The complainant placed an order for a Women Black Flared High-Rise Jeans from the brand BAESD with order No.12866770-3495299-2303403 on the Myntra platform. The total amount paid for the order was Rs.495/-. On 28.12.2024 the product was delivered by Navya Hosiery. However, upon opening the package the complainant discovered that the delivered product was completely different from what was ordered. Instead of the BAESD Women Black Flared High-Rise Jeans, the complainant received SKIIE STREET Jeans Wear which was neither ordered nor expected. Upon receiving the wrong product the complainant immediately tried to initiate a refund or exchange

request from the help centre on 04.01.2025 from the opposite party's platform. The said complaint lasted for 4 days but the return or refund was denied by the opposite party without any valid reason. It was pertinent to note that the complainant spoke with the customer service executive nearly for an hour for exchange or refund of the product on 12.01.2025 but no corrective action was taken by the opposite parties. Thus the complainant issued a legal notice on 17.02.2025 demanding a resolution within seven days but they failed to respond. Thus aggrieved by the act of the opposite parties the present complaint was filed.

The crux of the defence put forth by the opposite parties:-

3.The opposite parties filed version disputing the complaint allegations contending interalia that the present complaint was specific and centric only to the seller. Thus, the 1st opposite party was not able to ascertain the complainant's grievance. Moreover, the complainant failed to implead the seller i.e., Navya Hosiery in the present complaint. The whole grievance of the complainant pertains to an alleged delivery of the wrong product instead of the ordered product. The fact needs to be recorded was that the product was purchased from a third party seller, who sold the product to the complainant and supplied it through third party Logistic service provider. Thus the 1st opposite party never came in possession of the actually ordered product or the alleged wrong product at any point in time. When the complainant raised his grievance with the 1st opposite party, the 1st opposite party duly escalated the grievance of the complainant to the seller and tried to resolve the grievance of the complainant by giving proper resolution as much as the 1st opposite party can do in its intermediary capacity. However, the independent third party seller alleged

that the complainant has been given the right product in the intact condition. The same was intimated to the complainant then and there only. It was pertinent to mention that the sole discretion to return or replace the product lies in the hands of the seller and the 1st opposite party has no role to pay in between. Thus, the grievance, if any, was only between the seller and the complainant. The 1st opposite party was an online marketplace e-commerce entity as defined under the Consumer Protection Act, 2019 and the Consumer Protection (E-commerce) Rules, 2020. The Consumer Protection (E-commerce) Rules, 2020 has clearly distinguished marketplace e-commerce platform from the seller of the goods. Thus, for any act of the seller, the marketplace e-commerce platform or its operating entity could not be held liable. Further the 1st opposite party was protected by the provisions of Section 79 of the Information Technology Act, 2000. Any kind of assurance, whether in terms of warranty on the products, price, Discounts, Promotional offers, delivery, replacement/refund and after sale service or otherwise, are offered and provided by the manufacturer or the seller of the products sold on the Myntra Platform. The 1st opposite party neither offers nor provides any assurance or offers a warranty to the end buyers of the product. The users of Myntra are bound by the Terms of use as available on the Myntra Platform. The 1st opposite party was not involved in the entire transaction executed between the seller and the complainant. As already submitted and clear from the Terms of use available on the Myntra platform, privity of contract was only between the complainant and the seller of the product and the 1st opposite party was not a party to the transaction. Thus the complainant was not a consumer for the 1st opposite party. The complainant was aware of the fact that the product was purchased from the brand/manufacturer and not the 1st opposite

party and the ultimate beneficiary of the consideration paid, with respect to the product, by the complainant, was the seller of the product and not the 1st opposite party. The complainant had miserably failed to prove any cause of action against the 1st opposite party and thus this commission lacks its jurisdiction to adjudicate the matter against the 1st opposite party and thus they sought for dismissal of the complaint.

4. On the side of complainant proof affidavit was filed along with documents marked as Ex.A1 to Ex.A7. On the side of opposite parties proof affidavit was filed but no documents were filed.

Points for consideration:

- 1) Whether the complaint allegations raised against opposite parties with regard to the Service deficiency in Supplying a Wrong product i.e., SKIIE STREET Jeans Wear instead of BAESD Women Black Flared High – Rise Jeans and failing to refund or replace the wrong product has been substantiated by complainant with admissible evidence?
- 2) If so to what reliefs the complainant is entitled?

Point No.1:-

5. Heard complainant and 1st opposite party and perused the pleadings and evidences produced before this commission.

6. The case of the complainant is that when she ordered through the opposite party a BAESD Women Black Flared High-Rise Jeans, a different product

was supplied by the opposite party and when complained no refund or exchange was made by the opposite party and the complainant was left with no solution.

7. The defence of the opposite party is that they are mere online intermediary providing platform to the buyer and an independent third party seller. Further they also denied the complaint allegations that on complainant raising her grievance, they duly escalated it to the seller (Navya Hosier) and tried to solve the issue. However, as the seller had alleged that they had supplied the right product in intact condition, the grievance was closed.

Non Joinder of Seller:-

8. The opposite party had taken a defence that the seller- Navya Hosier was not made a party to the complaint. However, we are of the view that, the complainant had placed the order for the product only with the opposite party and not to Navya Hosier though invoice was issued in their name. The delivery of the product was also made only by the opposite party. Hence when, contract is only between the complainant and the opposite party for the purchase and selling of the product, the opposite party could now, cannot contend that they are not responsible for selling. They have received the amount and hence liable for the proper delivery of the order product.

9. Further, the complainant had escalated the issue as to wrong delivery of the product only with the opposite party and not with the seller. If at all the opposite party felt that they were not responsible for the grievance alleged they ought to have directed the complainant to approach the seller i.e., Navya Hosier and should not have involved themselves in sorting out the grievance. Therefore,

we are of the view that the defence taken by the opposite party that they are not responsible has to be dismissed.

Merits:-

10. The opposite party had taken a defence that when they escalated the grievance of the complainant to the seller they informed that the product was delivered intact. However, no proof was produced by the opposite party that they had escalated the issue to the seller and that they conducted an enquiry and found that there was no wrong delivery of the product. No single piece of evidence was produced by the opposite party in support of their defence. In such facts and circumstances when the complainant had produced sufficient evidence of the ordered product, delivered product and conversations they had with the customer care and email communication between the complainant and opposite party, we are of the view that opposite party should be held responsible for the delivery of the wrong product to the complainant. If the product was delivered intact as ordered no necessity arises for the complainant to raise any grievance against the opposite party. Thus, we answer the point holding that the deficiency against the opposite party has been successfully substantiated by the complainant by admissible evidences.

Point No.2:-

11. As the deficiency in service on the part of opposite parties has been successfully proved, we direct the opposite party to refund the cost of product Rs.474/- along with a compensation of Rs.10,000/- and litigation cost of Rs.5,000/-.

In the result, the complaint is partly allowed against the opposite parties 1 & 2 jointly and severally directing them

a) To pay Rs.474/- (Rupees four hundred seventy four only) to the complainant within six weeks from the date of receipt of copy of this order;

b) To pay a sum of Rs.10,000/- (Rupees ten thousand only) towards compensation for the mental agony and hardship caused to the complainant.

c) to pay a sum of Rs.5,000/- (Rupees five thousand only) towards litigation expenses to the complainant.

Dictated by the President to the steno-typist, transcribed and computerized by him, corrected by the President and pronounced by us in the open Commission on this the 26th day of September 2025.

**-Sd-
MEMBER-I**

**-Sd-
PRESIDENT**

List of documents filed by the complainant:-

Ex.A1	23.12.2024	Tax Invoice.	Xerox
Ex.A2	.....	Copy of the ordered product.	Xerox
Ex.A3	.....	Copy of the received product.	Xerox
Ex.A4	.....	Screen shots of conversations with customer care.	Xerox
Ex.A5	24.01.2025	Email communication.	Xerox
Ex.A6	17.02.2025	Legal notice to opposite parties 1 & 2.	Xerox
Ex.A7	.....	Aadhaar card.	Xerox

**-Sd-
MEMBER-I**

**-Sd-
PRESIDENT**