

**IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL
COMMISSION**

Date of Institution: 18.02.2022

Date of Hearing: 16.10.2025

Date of Decision: 10.11.2025

FIRST APPEAL NO. A/19/2022

IN THE MATTER OF

**M/S SUN PHARMACEUTICAL LTD.
HAVING ITS CORPORATE OFFICE AT :
SUN HOUSE,
CTS No. 201 B/1,
WESTERN EXPRESS HIGHWAY,
GOREGAON (E), MUMBAI – 400063**

**(THROUGH: SHYAM KUMAR, ADVOCATE ,
COUNSEL FOR THE APPELLANT)**

...APPELLANT

VERSUS

**1) ZAMIRUDDIN
S/O ZAJURYDDUB
HAVING ITS ADDRESS AT :
R/O GD-8, PUL PEHLADPUR,
NEW DELHI – 110044**

...RESPONDENT NO. 1 IN PERSON

**2) NIDHI MEDICOSE
HAVING ITS ADDRESS AT :
RZC – 10 A PUL PEHALDPUR,
NEW DEHI – 110044**

...RESPONDENT NO. 2

CORAM:

HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)

HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)

Present: Mr. Shyam Kumar and Ms. Iqra Khan, Counsel for the
appellant (Mobile: 9999154100, Email:
shvamkumar@altindialegal.com) appeared through VC.
Respondent in person.

**PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL,
PRESIDENT**

JUDGMENT

1. The facts of the case as per the District Commission record are as under:

“1. The opening of the economy and global market with removal of restrictions on international trade has led to a phenomenal increase of competition among the traders and manufacturers of consumer goods. In some ways, it has benefited the consumer in the sense of improvement in the quality of service in goods but at the same time it has led to adoption of many unfair trade practices to promote sale of commodities which affects the interest of consumers adversely,

The gullible customers get attracted to the lucrative schemes offered by traders and manufacturers. The enactment of the Consumer Protection Act, 1986 has changed the maxim caveat emptor (the buyer beware) to maxim caveat venditor (seller beware). The traders and manufacturers have to beware before offering any lucrative scheme that may amount to unfair trade practice, especially in cases where the sole motive behind such schemes is to attract customers only without intention to fulfil their part of obligation under such schemes.

The present case highlights one such practice adopted by the OP2, the manufacturer of Revital Capsules, a daily health supplement. By its advertisement OP 2 i.e. Sun Pharmaceuticals, has misled the complainant to believe that he has won a gold coin of 25 grams on purchase of a packet of Revital Capsule by getting a coupon and performing as per directions mentioned on the packet. The gullible complainant has been pursuing his case before this forum since 2016 under the belief that he was to get a gold coin of 25 grams from OPs.

The brief facts as set out in the complaint are that the complainant got attracted by the advertisement of OP2 and believed that on buying a packet of Revital Capsule and getting a coupon inside, which would carry a unique code and by sending this number through SMS after completing the slogan as per direction given on the packet he would win gold silver coin of 25 grams. Finding this attractive, the complainant approached OP1, the medical shop, and purchased the product for rupees 100/- On the packet it was printed in bold letters "win 25 gram gold/silver coin along with pictures of coins. This was also printed in the minute letters to participate scratch the coupon inside the pack to get your unique code, SMS it to 09004990049 along with completed slogan "I love Revital because A coupon was placed in each packet of Revital Capsule having a unique code which could be visible after scratching the coupon. Apart from this nothing was mentioned either on the packet or on the coupon how the participants would win the gold/silver coin of 25g or anything else is to be performed by the customer. Complainant found a coupon bearing number 58895157612, which he has sent to the given SMS number along with slogan and by doing so, the complainant was assured that that he has won for gold coin. He approached OP1 for the gold coin, who told him that he has nothing to do with the scheme as the same was offered by the OP2, the manufacturer M/s Sun

pharmaceuticals of the Revital Capsule. An enquiry was made to OP1 through email given on the packet as "myrevital sunpharma com about the winning status of the complainant. By the returned email it was informed that coupon code number 5095157812 has not won any prize in Revital Silver Jubilee Contest. OP1 has informed complainant accordingly that he has not won the gold coin.

This is the case of the complainant that OP 1 and OP2 have cheated him and sold him the product by misrepresenting him with respect to the winning of gold coin and that he has acted as per directions mentioned on the packet and therefore has the right to get gold/ silver coin of 25 gms as promised to him. This is further alleged that OP1 and OP2 keep selling the products, having schemes, even after end date of such schemes for earning money and cheat the customers, He prays for directions to OP1 and OP2 for giving him the gold coin of 25 grams, compensation towards mental agony and harassment and expenses towards litigation and attending court along with other cost.

Upon notice, OP1 appeared and contested the complaint by filing WS, raised legal objection that complainant is not a consumer, complaint is bad for non-joinder of necessary party and that there is no deficiency in service or defective product while admitting that the complainant purchased product from OP1 and that SMS has been sent by complainant. In the end OP1 prayed for dismissal of complaint OP1 has also placed on record sample of the Revital packet and coupon as Annexure A and 8, copy of the legal notice received by him as Annexure C and it's reply as Annexure D. copy of the emails sent to OP2 and reply thereto as Annexure E and F. This is the stand of OP1 that the draw of the prize under the Revital Silver Jubilee contest is not the duty of OP1 as he is running a pharmaceutical shop only and OP2 is the sole entity liable for the draw of the above mentioned scheme OP2 shrugged off his responsibility by choosing to not

to appear before court despite notice and was proceeded ex-parte.”

2. The District Commission after taking into consideration the material available on record passed the judgment dated 23.12.2021, whereby it held as under:

“We have carefully gone through the records and have considered the rival contentions of complainant and OP 1. It is pertinent to note that OP2 was summoned later on by Commission as per order dated 07/11/2017. The admitted facts are that OP2 launched Gold/silver coin scheme valid till 31.03.2016, It is also not disputed that complainant purchased product on 25.11.2015 as mentioned in legal notice, Annexure C. when the scheme was still in force. There is no dispute as to the promise made by OP2 through advertisement to give gold/silver coin to the purchaser of the product by mentioning the instructions for participation to be followed on the packet of the product and on the coupon. This is not a dispute that complainant has sent the SMS to the company as per the instructions. This is further admitted by the OP1 that the result of the gold coin winner has not come into his knowledge. The same has not been published anywhere and he had no knowledge about who had won the gold/silver coin under the scheme and therefore they had no information whether complainant has won the gold coin or not from the OP2. Now the dispute is that whether the complainant is entitled to get the gold / silver coin offered by the opposite party under the scheme of gold/silver coin scheme? And whether the complainant is entitled to compensation for mental agony, worms, pain and sufferings caused to him because of non-declaration/information of the result of the scheme?”

The Consumer protection Act, 1986 vide its Sec. 2(r) 3 and Sec. 2(r) 3A deals with the unfair trade practice, which is being reproduced as under.

Sec. 2(r) “unfair trade practice” means a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice including any of the following practices, namely:-

(1)

(2)

(3) Permits -

(a) The offering of the gifts, prizes or other items with the intention of not providing them as offered or creating impression that something is being given or offered free of charge when it is fully or partly covered by the amount charged in the transaction as a whole.

(b) The conduct of any contest, lottery, game of chance or skill, for the purpose of promoting, directly or indirectly, the sale, use or supply of any product or any business interest,

(3A) withholding from the participants of any scheme offering gifts, prizes or other items free of charge, on its closure the information about final result of the scheme.

Explanation - for the purpose of this clause, the participants of a scheme shall be deemed to have been informed of the final results of the scheme where such results are within a reasonable time published, prominently in the same newspapers in which the scheme was originally advertised,

The complainant admittedly has purchased the product and participated in the scheme as per the instructions only to receive

the gold coin. The complainant does not know reading or writing, saw the advertisement and got attracted by the scheme. OP2 after launching scheme has kept itself away from the customers. Admittedly the opposite party allured the public in general by introducing the scheme so that people get attracted to it and purchase the product. OP2 did not disclose on packet that there would be draw and lucky winner will get gold/ silver coin. An illiterate and gullible consumer would easily got carried away by such/catchy slogan on the packet. Moreover, even after closure of the scheme the result has never been declared or made public, which is violation of Sec. 2(3A) of the Consumer Protection Act, 1986, which corresponds to Sec 2(47) (ii) (c) of the Act of 2019 and this is clearly an unfair trade practice.

Considering the fact that in India medicines are being sold in open market and vitamins, health supplements etc sold to general public even without the prescription, deceiving to general public is common by the companies by launching lucrative schemes and attracting customers, which is utterly in violation of the spirit of Consumer Protection Act dealing with unfair trade practice. The OP2 has failed to prove that this benefit has been given to the anyone. Even on inquiry by the OPI via email did not mention any other lucky winner who has received the gold coin. Therefore unfair trade practice on the part of the OP2 stand proved. The OP2 cannot escape from its liability.

Further, the only evidence on record is the label of the product and the coupon which shows Gold scheme but the complainant could not prove that he was winner under this scheme. Therefore this prayer of getting him the gold coin is not acceptable. However, due to non- disclosure of the result by OP2 the innocent complainant kept on waiting for gold/silver coin from OP2 believing that by purchase of Revital Capsule, he would win

gold/silver coin of 25 grams, which has caused worries, sufferings, pain and mental agony to the complainant for years and we are of the view that he should be compensated by paying proper compensation and this forum determines at Rs 40,000 and Rs 5000/- towards litigation cost and expenses. OP1 is not a party to this arrangement he is only the shopkeeper who has sold the product to complainant, moreover, he has done his part of duty by making enquiry from OP2 about the winner and informing complainant that he is not the winner of scheme as informed by OP2. The complaint is dismissed qua OP1.

In that result the complaint is allowed in part, directing the OP2 to pay compensation of rupees Rs. 40,000/- for causing mental agony, pain and suffering to complainant and Rs. 5000/- towards litigation cost and expenses Incurred by the complainant

The compliance of this order be made by OP2 le Sun Pharmaceuticals" within 45 days from the date of receipt of this order falling which the amount of 40,000 will yield interest at the rate 6% per annum till realisation.

Copy of order be sent to the parties, free of cost, and thereafter file be consigned to record room."

3. Aggrieved by the aforesaid order of the District Commission, the Appellant has preferred the present appeal contending that the address used for serving notice is incorrect, as it is not the appellant's registered office or place of business. Secondly, it is submitted that the District Commission failed to take into consideration the terms & conditions of the contest. Thirdly, it is submitted that the District Commission erred in appreciating that the Respondent/Complainant participated in the contest due to an advertisement by the appellant, which was not the case. It is submitted that the Respondent/Complainant received a coupon with the product and not because of any advertisement. It is further submitted

that the Impugned Order wrongly implied that the Appellant misled the Respondent/Complainant about winning a gold coin, while the Respondent/Complainant's grievance was merely not winning. Lastly, it is submitted that the District Commission incorrectly assumed the contest was for promoting sales, though it was to reward customers for Revital-H's 25th anniversary and the Appellant had distributed prizes fairly, whereas the Respondent/Complainant's legal actions appear motivated by malice and ulterior motives. Pressing the aforesaid submissions, the Appellant has prayed that the Impugned Order be set aside.

4. Vide order dated 25.11.2024, the right of the Respondent to file the reply stands closed. However, the Respondent has filed the short written submissions wherein it is submitted that the Respondent/Complainant bought packet of Revital-H Capsule for rupees 100/- after watching an advertisement by appellant, which promised to award a gold coin of 25 grams on purchase of a packet of Revital Capsule and following the prescribed directions. Thereafter, he found a coupon bearing the number 58895157612 inside the purchased packet. The Respondent/Complainant followed the instructions given and therefore has a right to get a gold/silver coin of 25 grams as was promised to him. However, the Appellant by denying their responsibility to provide the said award has cheated him and sold him the product by misrepresentation. Lastly, it is submitted that the Appellant's contention of not being served with notice is baseless. The District Commission, prior to deciding the case in favor of the Respondent, on the consideration of all the material facts, has given an opportunity of being heard to the Appellant. Therefore, the principles of natural justice were duly followed and it is harassment of the Respondent to have to go over the same mental agony.

5. We have perused the material available on record and heard the counsel for the Appellant and the Respondent who had appeared in person.
6. At the outset, it is to be noted that a perusal of the Impugned Order reflects that the District Commission had observed that the Respondent/Complainant could not prove that he is the winner of the gold-coin contest. However, it is to be noted that the District Commission had also categorically recorded an observation to the effect that due to non-disclosure of the result by the Appellant/Opposite Party, the Respondent/Complainant kept on waiting for gold/silver coin believing that by purchase of Revital Capsule, he would win gold/silver coin of 25 grams, which has caused worries, sufferings, pain and mental agony to the Respondent/Complainant for several years.
7. Therefore, the *short question* that falls for our consideration is *whether the District Commission erred in holding the Appellant liable for indulging in unfair trade practices.*
8. On a bare perusal of the record, it is clear that the Appellant had failed before the District Commission to show any cogent proof or material relating to the announcement/disclosure of the results or any details of the number of participants who participated in the contest or the details of the lucky draw. Again, at this Appellate stage, the contents of the Appeal do not disclose the details or the coupon numbers of persons other than the Respondent who had participated in the aforesaid scheme nor any evidentiary document has been placed on record to show that the names of the alleged winners were ever disclosed by way of publication or otherwise. Thus, it is clear that Appellants did not publish the information anywhere which clearly amounts to an unfair trade practice as defined under section 2(47) of the Consumer Protection Act, 2019.

9. Therefore, we opine that the Appellant has failed to carve out any grounds to warrant interference with the order passed by the District Commission.
Consequently, the present appeal stands dismissed with no order as to costs.
10. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgment.
11. FDR, if any, be released in favour of the Respondent.
12. The Judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.
13. File be consigned to record room along with a copy of this Judgment.

**(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT**

**(BIMLA KUMARI)
MEMBER (FEMALE)**

Pronounced On:

10.11.2025

L.R.-G.P.K