

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, NORTH GOA AT PORVORIM.**

**QUORUM. BELA N NAIK,
AUROLIANO DE OLIVERIA**

**PRESIDENT
MEMBER**

Consumer Complaint No. 58f 2025

Ms. Teena Sareen

Daughter of Mr. Ishwar Chander Sareen ,

Aged 44 years, Retired,

Canadian National,

Resident of Villa 59/391, Aldeia de Goa,

Bambolim, Tiswadi

North Goa 403206

Email id: teenasareen@gmail.com

.....Complainant

V/S

M/s. Lakkadhaara Furniture Company

Plot No-F 18,RIICO Industrial Area,

Ramgarh Shekhawati,

Rajasthan - 331024

.....Opposite Party

Adv. Ms. A. Borkar present on behalf of the complainant.

The Opposite Party absent.

Date of the Complaint: 18/07/2025

Date of the Judgment: 05/12/2025

JUDGMENT

(Per. BELA N NAIK, PRESIDENT)

1. By this Judgment and Order, we shall finally dispose off the Consumer Complaint filed by the Complainant under Section 35 of the C. P. Act. 2019 alleging the deficiency in service by the Opposite Party.

2. The complainant had placed an order for a furniture item, specifically a bed set, for a total sum of Rs. 88,200/- (Rupees eighty eight thousand two hundred only) from the opposite party's official website www.lakkadhaara.com on 7th November 2024 and had made a full and final payment via credit card against order no. #6858LKH.
3. The complainant further states that it was clearly advertised on the Opposite party website that the said bed set will be delivered within 5-6 weeks from the date of order. Even on their official website, it is stated that the orders within India are usually shipped within 5-6 weeks. Relying upon their assurance, she proceeded with the purchase in good faith.
4. The complainant further states that despite the lapse of promised delivery period no proactive communication was made by the Opposite Party and only upon the complainants repeated and persistent follow-ups the Opposite Parties representative informed the complainant on 24/12/2024 that the product had been dispatched.
5. The complainant states that upon her request for the tracking number, the Opposite Party deliberately delayed its response until 30/12/2024. Upon verification of the tracking number it became evident that the product was not picked up and only the shipping label had been generated, proving the Opposite Party prior claim of dispatch to be misleading.

6. The complainant further states that she lost complete confidence in the Opposite Party company's integrity and reliability. The complainant formally requested cancellation of the order bearing No. #6858LKH on 30/12/2024 which was duly acknowledged by the Opposite Parties team.
7. The complainant further states that as the payment for the said bed set was made using credit card, the complainant simultaneously initiated a credit card disputes for reversal of the charged amount as the transaction now stood cancelled due to false representations of the Opposite Party.
8. The complainant further states that on 9/1/2025, a representative from blue dart attempted to deliver the bed set consignment to the complainant however, given that the order was already cancelled, the complainant refused the delivery and the consignment was rightfully returned to the Opposite Party.
9. The complainant further states that despite repeated follow ups and reminders the Opposite Party Company has failed to issue a refund or provide any concrete resolution. The Complainant was informed by her HDFC bank that the Opposite Party communicated its intent to refund the amount after so – called manual calculation and asked the complainant to contact the Opposite Party directly. However, the Opposite Party have completely failed to respond to the complainants emails and text messages and on telephonic communication, the Opposite Party team misleded her by stating that their emails department would revert, which never happened.

10. The complainant further states that they had also received a copy of Opposite Party response to her HDFC Bank, wherein the Opposite Party unilaterally and arbitrarily claimed that delays were due to weather – related production issues yet failed to communicate any such delay at any point prior to the cancellation. The Opposite Party claim that they have attempted multiple deliveries is false, as the product was never shipped before 30/12/2024 the date on which the complainant cancelled the order with due intimation, Furthermore, the Opposite Party proposed deduction of shipping charges and 10% penalty for a product is not acceptable to the complainant due to delay and misrepresentation on the part of the Opposite Party and has no legal basis and constitutes unfair trade practice under the Consumer Protection Act 2019. The Opposite Party so called refund policy cannot override the rights of consumers under statutory law, especially where the cancellation was induced by their own fraudulent misstatements and inaction.
11. The complainant further states that the Opposite Party's false assurance regarding timely delivery, intentional delay in dispatch and misrepresentation about the shipment being sent when it was not amount of cheating under section 318 of Bharatiya Nyaya sanhita 2023.
12. Hence, the Complainant states that she is a Consumer in terms of Section 2(7) (ii) of the C.P Act, 2019 and this Commission has jurisdiction to decide the present complaint and the same is within the limitation period prescribed under the Act and hence prays that the complaint be granted in terms of its prayers.

13.The Complainant has relied on the list of documents dated 18/07/2025 in support of her case.

14.Upon the issuance of the notice the Opposite Party was duly served and written version has not filed by the Opposite Party denying the case of the complainant and denying the allegations made against them in the complaint.

15.The Complainant Ms. Teena Sareen filed her Affidavit In Evidence after which she closed her case.

16.The Ld. Adv. Ms. A Borkar for the complainant and has not filed the written submission but she argued the matter orally

We have gone through the records of the case and have duly considered the arguments advanced and after going through the same the following point arises for our determination and the same is answered at in the “Partly affirmative” for the following reasons:-

1. Whether the Complainant proves that there is a deficiency in service and unfair trade practice on part of the Opposite Party and as such she is entitled for the reliefs as prayed?

Ans. Partly Affirmative

REASONS

The Complainant Ms. Teena Sareen has mentioned in her Affidavit In Evidence the detailed facts of her case and the cause of action that arose for her to file the present complaint against the Opposite Party.

Admittedly, the complainant had placed an order for a furniture item which was a bed set, for a total sum of Rs. 88,200/- (Rupees eighty eight thousand two hundred only) from the Opposite Parties official website on 07/11/2024 by making full and final payment vide credit card against the said order. This bed set which is involved in the present case shall be herein referred to as “The said bed set”.

The complainant has placed on record all the necessary documents in support of her case and she has also proved her case by leading evidence Under Section 63 of the BSA Act via electronic evidence. All the documentary evidence placed on record abundantly proves that there is/was a deficiency in service and unfair trade practice on part of the Opposite Party in conducting this business transaction with the complainant. When the complainant had paid the entire payment for the said bed set, but still there was inordinate delay on part of the Opposite Party which is highly un-professional and more over if one goes through the whatsapp chat evidence/electronic evidence it is clear that the Opposite Party has clearly admitted that the complainant has made various chats with the Opposite Party in requesting them to make the delivery of the said bed set, well on time and the Opposite Party has clearly admitted that and had apologized for the delay on their part in making the delivery of the said bed set on time.

Further, vide the whatsapp chat dated 24/12/2024 the Opposite Party has mentioned their sincere apologies' being caused to the complainant and had further admitted that they will ensure that their team will respond to the delivery promptly and further requested the complainant to bear with them and they will resolve this issue. This admission on part of the Opposite Party totally supports the complainants case because the Opposite Party inspite of being duly served failed to remain present and contest the present case by denying the allegations made against them. The entire evidence of the complainant has gone unchallenged, uncontroverted being not rebutted by the Opposite Party.

Further, as the product was not delivered on time it is seen that the Opposite Party informed the complainant as on 30/12/2024 that the blue dart team will deliver them the bed set within 4 to 6 weeks but to this it is seen that since there was lapse of the promised delivery period and no proper communication from the Opposite Party side who was only making false assurance, the complainant upon verification of the tracking number realized that the Opposite Party was misleading her as the Opposite Party delayed to reply until 30/12/2024 and the complainant then lost the faith and the confidence on the Opposite Party company and therefore she requested cancellation of the order bearing No. #6858LKH in 30/12/2024 which was duly acknowledged by the Opposite Parties team.

Further, it is seen that since the complainant had made payment for the said bed set by using the credit card, she initiated a credit card dispute for reversal of the charged amount and the said transaction has stood cancelled due to false representation by the Opposite

Party and further on 09/01/2025 one representative from the Opposite Party tried to deliver the said bed set consignment to her but she refused the delivery as she had already cancelled and returned the consignment to the Opposite Party.

All the evidence brought on record by the complainant clearly show and proves that there is a deficiency in service and unfair trade practice followed by the Opposite Party as they have not made the delivery of the said bed set on the promised day because even on the Opposite Parties website it was clearly advertised that the said bed set will be delivered within 5 to 6 week from the date of the order and the complainant had placed order on 7/11/2024 by making full payment and it is the Opposite Party who delayed and conducted a fraudulent business transaction which is totally unfair trade practice and deficiency in service on part of the Opposite Party.

The complainant has succeeded in proving her case with the support of all the documents and this act of the Opposite Party has certainly caused a mental agony, harassment, wastage of time and financial loss for no fault of her and moreover the Opposite Party has not come forward to challenge the allegations made against them by the complainant and therefore the case of the complainant has totally gone unchallenged even on merits. The complainant having established to prove her case is certainly entitled for the reliefs as prayed.

Therefore, having regards the evidence on record and in view of the above reasons the above point stands answered as in “Partly Affirmative” and accordingly we pass the following order.

ORDER

1. The present complaint stands partly allowed.
2. The Opposite Party is directed to refund an amount of Rs. 88,200/- (Rupees eighty eight thousand two hundred only) to the complainant towards the furniture order/ Bed Set.
3. The Opposite Parties is directed to pay compensation amount of Rs. 30,000/- (Rupees thirty thousand only) towards the mental agony, inconvenience caused to the complainant.

Pronounced in the open court.

Proceedings Closed.

(Ms. Bela N Naik)

President

(Auroliano de Oliveira)

Member