

**DISTRICT CONSUMER DISPUTES REDRESSAL FORUM-I,
U.T. CHANDIGARH**

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Consumer Complaint No.	:	CC/64/2019
Date of Institution	:	08/02/2019
Date of Decision	:	09/04/2019

Dinesh Parshad Raturi S/o Shri Lalit Parshad Raturi, resident of H.No.1745-A, Sector 23-B, Chandigarh.

.....Complainant

V E R S U S-

Bata India Limited , Shop No.32, Sector 22-D, Chandigarh – 160022, through its Manager/Authorized Signatory.

.....Opposite Party

QUORUM: **RATTAN SINGH THAKUR** **PRESIDENT**

MRS.SURJEET KAUR **MEMBER**

SURESH KUMAR SARDANA **MEMBER**

Sh.Devinder Kumar, Counsel for Complainant.
PRESENT : Sh.Deepak Lal, Auth. Representative of Opposite Party (OP).

PER RATTAN SINGH THAKUR, PRESIDENT

1. The long and short of allegations are, complainant on 05.02.2019 visited the shop premises of Opposite Party with a view to purchase pair of shoes and on selection had purchased the same for consideration and bill/invoice issued of Rs.402/-. The cashier of the Opposite Party handed over the shoes and put in a paper carry bag bearing the advertisement name of the shop 'BATA'. The complainant had no intention to purchase the carry bag and it was duty of the Opposite Party to provide the carry bag. But the complainant was forced to pay price of the carry bag. It was so noticed on perusal of the invoice attached. The bag was being used as advertisement by Opposite Party as on the carry bag which is annexed with the present consumer complaint, it was printed as "Bata Surprisingly Stylish" "Barcelona Milan Singapore New Delhi Rome". Thus, at the cost of consumer, he was being used as the advertisement agent of the Bata India Limited. Hence, it was unfair trade practice & punitive damages prayed for and therefore complainant has prayed for refund of Rs.3/- price of bag charged and direction to the Opposite Party to provide free carry bags to all customers forthwith who purchase items/articles from their shop, compensation of Rs.5,000/-, costs of litigation Rs.5,000/- and Rs.40,000/- in the Consumer Legal Aid Account. Hence, the present consumer complaint.

2. Opposite Party has contested the present consumer complaint and filed the reply that for the purpose of environmental safety, the complainant was given carry bag at the cost of Rs.3/-. This is the crux of the reply submitted alongwith affidavit furnished.

3. No rejoinder was filed by complainant. We have heard the Ld. Counsel for complainant and authorized representative of Opposite Party and gone through the record of the case.

4. Per pleading of the parties, the complainant has purchased pair of shoes from the Opposite Party on 05.02.2019 and its cost was Rs.399/-. However, per Annexure C-1, in addition to it, the complainant was also compelled to purchase paper bag worth Rs.3/- to carry the pair of shoes to his home. While the affidavit furnished is complainant never intended to purchase carry bag and it was to be provided by seller i.e. Opposite Party. It was an essential item for sale of product.

5. We had also a glance to the carry bag which is annexed with the consumer complaint in which advertisement of Bata Company was being published as it has been printed in red words "Bata Surprisingly Stylish" which shows that Bata Company is stylish in nature and used the consumer as if he is the advertisement agent of Opposite Party. The purchase of the item alongwith sale of carry bag is not disputed as per statement put forth by Opposite Party.

6. Per this evidence brought on record, we record a firm finding that there is unfair trade practice on the part of Opposite Party in compelling the complainant to purchase the carry bag worth Rs.3/- and if the Opposite Party is an environmental activist, he should have given the same to the complainant free of cost. It was for gain of OP. By employing unfair trade practice, OP is minting lot of money from all customers.

7. In the light of above observations, we are of the view that the present complaint of the complainant deserves to succeed against the Opposite Party and the same is allowed qua it. The Opposite Party is directed:-

(i) *To provide free carry bags to all customers forthwith who purchase articles from its Shop and stop unfair trade practice i.e. to charge for carry bag;*

(ii) *To refund to the complainant the amount of Rs.3/- wrongly charged for the paper carry bag;*

(iii) *To pay Rs.3,000/- to the complainant towards compensation for mental and physical harassment;*

(iv) *To pay Rs.1,000/- as litigation expenses;*

(v) *By way of punitive damages, to deposit Rs.5,000/- in the "Consumer Legal Aid Account" No.32892854721, maintained with the State Bank of India, Sector 7-C, Madhya Marg, Chandigarh in the name of Secretary, Hon'ble State Consumer Disputes Redressal Commission, U.T., Chandigarh.*

8. This order shall be complied with by the Opposite Party within one month from the date of receipt of its certified copy, failing which, it shall be liable to pay the amount at Sr. No. (ii) to (iv) to the complainant along with interest @ 12% p.a. from the date of filing of the present complaint, till its realization, besides compliance of direction as at Sr. No.(i). The amount mentioned at Sr. No.(v) be deposited in the account aforesaid, within one month from the date of receipt of its certified copy, failing which on order becoming final, necessary steps for execution of order be taken. A copy of this order be also sent to the Secretary (SCDRC), U.T. Chandigarh, for necessary action.

9. Certified copies of this order be sent to the parties free of charge. File after its due completion be consigned to record room.

Sd/-

Sd/-

Sd/-

09/04/2019[Suresh Kumar Sardana]

[Surjeet Kaur]

[Rattan Singh Thakur]

Member

Member

President