DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this the 21st day of August, 2026

Filed on: 18.07.2025

PRESENT

Shri. D.B. Binu — Hon'ble President
Shri. V. Ramachandran — Hon'ble Member
Smt. SreevidhiaT.N — Hon'ble Member

CC.No. 1001 of 2025

COMPLAINANTS:

Venugopala Pillai.P.V, S/o Venkateswaran Pillai, Aged 81 years, (RTI & Consumer Protection Activist), 67, Subash Nagar, Edappally, Cochin-682024.

VS

OPPOSITE PARTY:

M/s Kalyan Sliks, Hospital Road, Near Maharaja's College Ground, Cochin-682011.
(Adv. Ramakrishnan. M.N, High Court of Kerala)

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, aged 81 years, alleges that the opposite party adopted a misleading advertisement and an unfair trade practice in connection with an Onam promotional scheme. According to the complainant, a full-page advertisement published in 'Mathrubhumi' Daily dated 12.08.2023 prominently represented that a customer purchasing goods worth ₹3,000/- would receive shopping benefits worth ₹1,500/-. Acting upon the representation, the complainant, along with his son and daughter-in-law, visited the showroom on 27.08.2023 and selected garments worth ₹4,055/-.

2. The complainant states that only thereafter he was informed that the advertised benefit of ₹1,500/- was not available immediately or unconditionally. Instead, three coupons of ₹500/- each would be issued, each redeemable only against a separate future purchase of at least ₹1,500 during September, October and November 2023. He contends that these material restrictions were printed in extremely small and inconspicuous lettering and were not reasonably noticeable to an ordinary consumer. He further alleges that the tax invoices issued by the opposite party were printed using poor-quality ink/paper and faded to the point of substantial illegibility within a few months. A registered grievance dated 10.04.2024 was sent to the opposite party, but no effective redress was given. The complainant therefore seeks compensation, costs and corrective directions.

3. Notice was issued to the opposite party, which entered appearance and filed its written version.

4. The opposite party admits the complainant's purchase, the publication of the promotional advertisements and the issuance of three coupons of ₹500/- each. However, it denies that the advertisement was false or misleading. According to the opposite party, the scheme was clearly disclosed, and the conditions were explained by the salesman and the cashier before completion of the purchase. It further contends that the invoices were generated through

a standard billing system commonly used by commercial establishments and that there was no unfair trade practice or deficiency in service.

5. The complainant filed a proof affidavit and was examined as PW1. Four documents were marked as **Exts. A1 to A4.**

- Ext. A1 - Full-page advertisement published in Mathrubhumi Daily dated 12.08.2023.
- Ext. A2 - Copies of the tax invoices.
- Ext. A3 - Three sets of coupons issued by the opposite party at the time of purchase.
- Ext. A4 - Copy of the letter dated 10.04.2024 sent by the complainant to the opposite party.

6. The opposite party filed a proof affidavit and produced four documents, marked as **Exts. B1 to B4.**

- Ext. B1 - Screenshot printout of the advertisement dated 21.08.2023 published by Kalyan Silks on Mathrubhumi.com.
- Ext. B2 - Copy of the advertisement dated 22.08.2023 published by Kalyan Silks in Mathrubhumi Daily.
- Ext. B3 - Copy of the advertisement dated 22.08.2023 published by Kalyan Silks in Malayala Manorama Daily.
- Ext. B4 - Printout of the full page of Mathrubhumi Daily dated 22.08.2023 containing the advertisement published by Kalyan Silks.

7. **<u>Submissions of the parties:</u>**

The complainant contends that **Ext.A1** created a clear dominant impression that shopping worth ₹1,500/- would be received on a purchase of

₹3,000/-, whereas the actual benefit was split into three conditional coupons requiring three further purchases aggregating at least ₹4,500/-. He argues that the conditions were not presented with reasonable prominence and that the scheme therefore amounted to a misleading advertisement and unfair trade practice. He also relies on the fading of **Ext. A2** and the failure of the opposite party to respond effectively to **Ext. A4**.

8. The opposite party argues that the offer was transparent, that the conditions were disclosed in the advertisement and explained orally, and that the complainant voluntarily completed the transaction. It relies on **Exts. B1 to B4** to show subsequent publication of the terms of the scheme. It also submits that thermal-paper invoices are a common commercial practice and that the underlying transaction was never disputed.

9. We have carefully considered the pleadings, the proof affidavits, the deposition of **PW1**, the documentary evidence and the written submissions of both sides.

10. <u>POINTS FOR CONSIDERATION:</u>

i) Whether the advertisement and promotional scheme amount to a misleading advertisement and/or unfair trade practice, and whether service was deficient in relation to the tax invoices and post-sale grievance?

ii) If so, whether the complainant is entitled to relief and, if so, to what extent?

iii) Costs of the proceedings, if any?

11. **<u>POINT No. (i):</u>**

The purchase made by the complainant, publication of the promotional advertisement and issuance of three coupons of ₹500/- each are admitted. The principal controversy is therefore not whether a scheme existed, but whether **Ext. A1** presented the scheme fairly and transparently to an ordinary consumer.

12. **Ext. A1** prominently represented that a customer purchasing goods worth ₹3,000/- would receive shopping benefits worth ₹1,500/-. The evidence, however, shows that the benefit was not available against the same purchase and was not an unconditional benefit of ₹1,500/-. To realise the entire advertised benefit, the consumer had to make three separate further purchases of at least ₹1,500/- each during specified months, using one ₹500/- coupon on each purchase. In economic substance, further purchases aggregating at least ₹4,500/- were necessary to obtain the advertised ₹1,500/- benefit.

13. These were not incidental or peripheral terms. They went to the very substance of the promotional offer. The difference between an immediate shopping benefit of ₹1,500/- and three future conditional discounts linked to separate minimum purchases is commercially substantial. A prominent claim cannot be evaluated in isolation from conditions that materially alter its meaning.

14. Section 2(28) of the Consumer Protection Act, 2019 defines a "misleading advertisement" to include an advertisement which falsely

describes a product or service, gives a false guarantee, is likely to mislead consumers as to the nature, substance, quantity or quality of the product or service, conveys a representation which would constitute an unfair trade practice, or deliberately conceals important information. Section 2(47) treats deceptive representations and certain misleading promotional practices as unfair trade practices.

15. The legal test is not confined to the literal truth of isolated words. The advertisement must be read as a whole and from the standpoint of the ordinary consumer. If the dominant message creates a materially erroneous impression, the presence of qualifying language in fine print does not necessarily cure the deception. The central question is the overall net impression conveyed by the advertisement in the manner in which a consumer would ordinarily encounter it.

16. The Guidelines for Prevention of Misleading Advertisements and Endorsements for Misleading Advertisements, 2022 were in force when **Ext.A1** was published. Their scheme proceeds on the principle that a disclaimer cannot be used to conceal material information or to contradict or materially dilute the principal claim. Material qualifications must be clear, legible and sufficiently prominent to enable an informed consumer decision.

17. In the present case, the attractive portion of **Ext. A1** was designed to capture immediate attention, while the decisive redemption restrictions were relegated to lettering which was not shown to be equally prominent. In consumer advertising, what is given by the headline cannot effectively be

taken away by inconspicuous fine print. The principal claim and the material conditions must convey the same commercial proposition.

18 Relevant portion of the deposition of PW-1 is extracted below:

> "പർച്ചേസ് ബിൽ ആദ്യം തരികയും കൌണ്ടറിൽ പോയി സെല്ക്ട് ചെയ്ത സാധനങ്ങൾ ബില്ലാക്കുകയുമല്ലെ ചെയ്തത്.? അതെ.(A)
>
> Witness Adds:-
>
> കൂപ്പണ് 1500/- രൂപ ഉണ്ടായിരുന്നതിനാൽ അതാണ് എടുത്തത്. പിറ്റേ ദിവസം പോകാൻ പോയപ്പോൾ ഇവർ ഒരു ചെറിയ അക്ഷരത്തിൽ എഴുതിവച്ചിരുന്നതിനാൽ സാധനങ്ങൾവാങ്ങാൻ നിർബന്ധിതനായിത്തീരുകയായിരുന്നു. മറ്റൊരു option ഇല്ലാത്തതിനാൽ എനിക്കാവശ്യമില്ലാത്ത സാധനംവാങ്ങാൻ ഞാൻ നിർബന്ധിതനായിത്തീരുകയാണുണ്ടായത്."

19. The contention that the salesman and cashier subsequently explained the scheme does not absolve the opposite party. The advertisement had already served its commercial purpose by attracting the complainant and his family to the showroom. A later oral explanation cannot retrospectively convert a materially misleading principal representation into a fair advertisement. Likewise, the complainant's admission that no employee physically compelled him to purchase the goods is immaterial; proof of coercion is not an ingredient of a misleading advertisement or unfair trade practice.

20. The complainant's voluntary completion of the transaction therefore does not amount to an admission that **Ext. A1** was clear, fair or non-misleading. The relevant inquiry concerns the representation that induced the

consumer to visit and participate in the transaction, not the absence of physical compulsion at the billing counter.

21. **Exts.B1 to B4** relate to advertisements/publications dated 21.08.2023 and 22.08.2023. They cannot alter the content or neutralize the effect of **Ext.A1** dated 12.08.2023, upon which the complainant says he acted. There is no evidence that the complainant had seen or relied upon **Exts.B1 to B4** before the impugned transaction. Subsequent clarification cannot retrospectively cure an earlier misleading representation.

22. The opposite party was the author and commercial beneficiary of the advertisement. It was therefore under a duty to ensure that the prominent benefit and the accompanying eligibility and redemption conditions were presented with sufficient clarity and prominence. The omission to do so was likely to mislead an ordinary consumer and amounted to a deceptive promotional practice.

23. **Ext.A2** comprises the tax invoices issued by the opposite party. The complainant alleges that the printing faded and became substantially unreadable within a few months. The opposite party does not dispute the transaction or authenticity of the invoices, but seeks to justify the mode of printing on the ground that thermal-paper billing is commonly used.

24. A tax invoice is not a disposable token. It is a transactional record that may be required by a consumer for warranty claims, returns, taxation, accounting, complaints and proof of purchase. The prevalence of a particular printing method cannot excuse the issue of a document that ceases to remain

reasonably legible within a short period. If the chosen medium is susceptible to rapid fading, the trader must provide a durable duplicate, electronic copy or another reliable means by which the consumer can preserve the transaction.

25. It is pertinent to note that the State Consumer Affairs Department, by Directive No. 259/2019 dated 06.07.2019, has emphasized that bills or invoices issued to consumers must be durable and legible, and that poorly printed bills which are liable to fade may amount to deficiency in service as well as an unfair trade practice. The said Directive further requires sellers and service providers to issue bills using good-quality printing so that the particulars contained therein remain legible for a reasonable period. The consumer-protection principle underlying the Directive is that a consumer is entitled to receive a proper, legible, and durable document evidencing the transaction. This Commission relies upon the aforesaid principle while arriving at its findings in the present complaint.

26. Furthermore, it is pertinent to note that Rule 5 of the Consumer Protection (General) Rules, 2020 prescribes the particulars required to be contained in invoices, bills, cash memos and receipts. The very object of requiring such particulars to be furnished would be substantially defeated if, though legible at the time of issuance, they fade, disappear or become unreadable within a short and reasonably foreseeable period. Therefore, reasonable durability and continued legibility of such documents are implicit in, and integral to, meaningful compliance with the statutory requirement.

27. The principle is also consistent with the dictum noticed in **Tata Chemicals Ltd. v. Skypak Couriers Pvt. Ltd., II (2002) CPJ 24 (NC)**, namely that terms affecting a consumer cannot be buried or printed in a manner that is not reasonably readable. The same logic applies both to restrictive conditions in an advertisement and to essential particulars in a transactional document: information intended to bind or protect the consumer must be presented in a form that can reasonably be read and retained.

28. The opposite party did not meaningfully redress **Ext.A4** by supplying a legible duplicate or electronic copy of the faded invoices. Non-reply to a notice, by itself, is not conclusive proof of liability; however, it assumes relevance when the grievance is simple, objectively verifiable and capable of immediate correction. Section 2(11) of the Consumer Protection Act, 2019 includes within "deficiency" an act of negligence or omission causing loss or injury to the consumer and the deliberate withholding of relevant information.

29. On an overall appreciation of the evidence, we hold that the dominant representation in **Ext.A1**, read with the inconspicuous and materially restrictive conditions, was likely to mislead an ordinary consumer and constituted an unfair trade practice. We further hold that the failure to provide a reasonably durable invoice, or at least a legible replacement/electronic copy when the grievance was raised, constituted a deficiency in post-sale service.

Accordingly, Point No. (i) is answered in favour of the complainant and against the opposite party.

30. **<u>POINT No. (ii):</u>**

The complainant was attracted to the showroom by a prominent representation that a purchase of ₹3,000/- carried shopping benefits worth ₹1,500/-. In reality, the benefit was subject to three separate future minimum purchases during specified months. The coupons have since expired, and restoration of the very same promotional opportunity is no longer practicable. Restitution equivalent to the represented benefit of ₹1,500/- is therefore appropriate.

31. The complainant was also required to issue a written grievance, pursue the matter and institute proceedings because the opposite party did not provide an effective resolution. Considering the nature of the unfair trade practice, the inconvenience, loss of time and mental distress proved in the circumstances, compensation of ₹25,000/- would be reasonable and proportionate.

32. The promotional scheme has already concluded. A direction to republish a corrective newspaper advertisement at this stage may not serve a meaningful remedial purpose. However, a prospective cease-and-desist direction is warranted. The opposite party must ensure that every material eligibility, minimum-purchase, redemption and validity condition in future promotional advertisements is disclosed clearly, legibly and with reasonable prominence alongside the principal promotional claim.

33. The opposite party shall ensure that all invoices and bills issued to consumers are reasonably durable, legible, and capable of being preserved for a reasonable period. Where thermal paper or any other medium prone to fading is used, the opposite party shall, upon the consumer's request, provide, without avoidable delay, a clear duplicate or an electronically generated copy capable of being conveniently retained for future reference.

Accordingly, Point No. (ii) is answered in favour of the complainant.

34. POINT No. (iii):

The complainant was compelled to approach this Commission owing to the opposite party's failure to resolve a grievance which could have been addressed without litigation. He is therefore entitled to reasonable costs of the proceedings. A sum of ₹5,000/- is awarded towards costs.

Accordingly, Point No. (iii) is answered in favour of the complainant.

ORDER

In the result, the complaint is allowed in part as follows:

I. The opposite party shall pay the complainant **₹1,500/-** (Rupees One Thousand Five Hundred only), being restitution equivalent to the shopping benefit prominently represented in **Ext. A1**.

II. The opposite party shall pay the complainant **₹25,000/-** (Rupees Twenty-Five Thousand only) as compensation for the unfair trade practice, deficiency in service, inconvenience, mental distress and loss of time suffered by him.

III. The opposite party shall issue to the complainant a clear and legible duplicate or electronically generated copy of the tax invoices covered by **Ext. A2**. The opposite party shall further ensure that invoices/bills issued to consumers are reasonably durable and legible and, where the medium used is susceptible to fading, a legible duplicate or electronic copy shall be made available on request.

IV. The opposite party shall cease and desist from publishing promotional advertisements in which the principal benefit is prominently displayed while material eligibility, minimum-purchase, redemption or validity conditions are relegated to inconspicuous or illegible print.

V. In all future promotional advertisements, the opposite party shall disclose every material condition affecting the availability or redemption of the advertised benefit clearly, legibly and with reasonable prominence alongside the principal claim.

VI. The opposite party shall pay the complainant **₹5,000/-** (Rupees Five Thousand only) towards the costs of these proceedings.

The above directions shall be complied with by the opposite party within 45 days from the date of receipt of a copy of this order, failing which the amounts awarded under Clauses I and II above shall carry interest at the rate of 9% per annum from the date of this order till the date of realization.

Pronounced in the Open Commission on this the 21st day of August, 2026.

Sd/-	**Sd/-**	**Sd/-**
D.B. Binu	**V. Ramachandran**	**Sreevidhia T.N**
President	**Member**	**Member**

Forwarded/By Order

Assistant Registrar

APPENDIX

Complainant's Evidence:

PW1 - Venugopala Pillai (Complainant)

- **Ext. A1 - Full-page advertisement published in Mathrubhumi Daily dated 12.08.2023.**
- **Ext. A2 - Copies of the tax invoices.**
- **Ext. A3 - Three sets of coupons issued by the opposite party at the time of purchase.**
- **Ext. A4 - Copy of the letter dated 10.04.2024 sent by the complainant to the opposite party.**

Opposite Party's Evidence:

- **Ext. B1 - Screenshot printout of the advertisement dated 21.08.2023 published by Kalyan Silks on Mathrubhumi.com.**
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Date of Despatch:

By Hand:By Post: BR/-