DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
PANCHKULA
CONSUMER COMPLAINT NO. DC/70/CC/45/2026

NISHTHA RAGHAV .....Complainant(s)
PERMANENT ADDRESS - 1159, SECTOR 10 PANCHKULASECTOR 10 PANCHKULA , PANCHKULA,HARYANA.

Versus

RELIANCE SMART SUPERSTORE Through its area manager .....Opposite Party(s)
BUSINESS ADDRESS - RELIANCE SMART SUPERSTORE, GF, SEC 8, PANCHKULASEC 8, PANCHKULA , PANCHKULA,HARYANA.
RELIANCE RETAIL LIMITED Through its managing director
BUSINESS ADDRESS - REGISTERED OFFICE AT 3RD FLOOR COURT HOUSELOKMANYA TILAK MARG, DHOBI TALAO, MUMBAI , MUMBAI,MAHARASHTRA.

BEFORE:
SATPAL , PRESIDENT
DR. SUSHMA GARG , MEMBER
DR.SUMAN SINGH , MEMBER

FOR THE COMPLAINANT: NISHTHA RAGHAV

DATED: 28/10/2026

ORDER

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, PANCHKULA.

Consumer Complaint No	:	45 of 2026
Date of Institution	:	19.03.2026/20.03.2026
Date of Decision	:	28.10.2026

Nishtha Raghav, aged 24 years daughter of Shri Sanjay Pal Singh Raghav resident of House No.1159, Sector 10, Panchkula.

.....Complainant

Versus

Reliance Smart Superstore, Ground Floor, Sector 8, Budanpur, Panchkula, Haryana 134109, through its Area Manager.

Reliance Retail Limited, Registered office at 3rd Floor, Court House, Lokmanya Tilak Marg, Dhobi Talao, Mumbai-400002, Maharashtra, India through its Managing Director.

……Opposite Parties

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019.

Before: Sh.Satpal, President.

Dr. Sushma Garg, Member.

Dr. Suman Singh, Member.

For the Parties: Complainant in person alongwith Shri Parmod Bhardwaj, Advocate, counsel for the complainant.

None for the OPs. (defence struck off VOD 26.06.2026).

ORDER

(Dr. Suman Singh, Member)

1. Briefly stated, the facts of the case, as per averments made in the complaint as also the documentary evidence adduced on record by the complainant, are that the OP No.1 is the Area Manager of Reliance SMART Superstore, from where the orders were placed, whereas OP No. 2 is the Managing Director of Reliance Retail Limited, the service provider, having its registered office at Mumbai, Maharashtra. The Jio Mart application is an online platform for grocery and other shopping products. On 23.01.2026, the complainant placed an order through the JioMart application for herself as well as for her brother, comprising Munch Max Chocolate 38.5 g, Snickers Peanut Filled Chocolate Bar 20 g, Cadbury Fuse Chocolate Bar 21 g, Whisper

Ultra Hygiene and Comfort Sanitary Napkins with Soft Wings and onion weighing approximately 900–1000 g, vide Order ID No. 17691760771363478A, for a total amount of Rs.319/-. Out of the said amount, Rs.316.81 was paid through UPI Transaction ID No. T260123191835261177932 7, after utilizing Re.1 from the Twid (Pay with Rewards) account and Rs.1.19 from the cashback and wallet balance. However, Munch Max Chocolate was not available at the end of the OPs. On 25.01.2026, the complainant again placed an order through the JioMart application for herself and her brother, comprising Munch Max Chocolate 38.5 g, Sun feast Dark Fantasy Crème Biscuit with Real Chocolate 79 g, Yoga bar Chocolate Multigrain Energy Bar 35 g, Britannia Nutri Choice Seeds Biscuits 75 g, Good Life Soya Wadi/Chunks 200 g, Kurkure Masala Munch 36 g and onion weighing approximately 900–1000 g, vide Order ID No. 17693396901258331A, for a total amount of Rs.116/-. Out of the said amount, Rs.115/- was paid through UPI Transaction ID No. T260125164534931855588 1, after utilizing Re.1 from the Twid (Pay with Rewards) account. In this order also, Munch Max Chocolate was unavailable. The complainant has alleged that after completion of payments for both the aforesaid orders, she received communications through the JioMart application stating that a refund of Rs.19/- had been initiated to the original mode of payment on account of the non-availability of the product. However, contrary to the said communication, only Rs.18/- was credited to the complainant's bank account, whereas the remaining Re.1/- was adjusted into the Twid (Pay with Rewards) account without her prior consent, disclosure or authorization. The complainant has relied upon the refund communications and refund breakup of both orders. The aforesaid practice was repeated on both occasions and, despite the non-availability of Munch Max Chocolate, the opposite parties accepted payment for the orders and subsequently adjusted a part of the refund into the reward wallet instead of refunding the entire amount through the original mode of payment.The complainant further averred that she raised a written complaint regarding the aforesaid issue through the JioMart application on 03.02.2026, bearing Request ID No. 770063515208. However, the grievance was marked as resolved without granting the relief sought by her within the stipulated time. Complainant sent a legal notice to the OPs on 14.02.2026 through e-mail as well as by Speed Post. The legal notice was received by OP No.1 on 16.02.2026 and by opposite party No. 2 on 17.02.2026. Despite the same, the

grievance of the complainant was allegedly not resolved. Due to the act and conduct of the OPs, the complainant has suffered a great financial loss and mental agony, harassment; hence, the present complaint,

2. Upon notice, the opposite parties appeared through Sh. Rahul Goyal, Advocate, but failed to file their written statement despite availing several opportunities, including the last opportunity. Consequently, their defence was struck off by this Commission vide order dated 26.06.2026.

3. To prove her case, the complainant tendered her affidavit, Annexure CW/A, along with documents Annexure C-1 to C-14, and closed her evidence by making a separate statement.

4. We have heard the learned counsel for the complainant and gone through the record available on file including the written arguments filed by the complainant, minutely and carefully.

5. Learned counsel for the complainant reiterated the averments made in the complaint and affidavit and contended that the documentary evidence establishes the case of the complainant. It was submitted that the opposite parties accepted both orders dated 23.01.2026 (Annexure C-2) and 25.01.2026 (Annexure C-3), including the product Munch Max Chocolate 38.5 g, which was subsequently found unavailable and that although the opposite parties communicated that Rs.19/- had been initiated for refund against each transaction, initiated to original payment mode (Annexure C-4 and C-5)but only Rs.18/- was credited to the complainant's bank account and the remaining Re.1/- was transferred to the Twid account without her consent. Reliance was placed upon the refund communications and breakup (Annexure C-6 and C-7), besides the order details, payment records and correspondence (Annexure C-8). It was further argued that despite raising a grievance and serving a legal notice, the opposite parties failed to resolve the matter. Accordingly, it was prayed that the complaint be allowed and appropriate compensation and litigation expenses be awarded.

6. Points for Determination

On the basis of the pleadings, evidence and submissions, the following points arise for determination:

i. Whether the complainant falls within the definition of 'consumer' under Section 2(7) of the Consumer Protection Act, 2019, and whether the complaint is maintainable?

ii. Whether the opposite parties have committed deficiency in service and unfair trade practice within the meaning of the Consumer Protection Act, 2019?

iii. Whether the complainant is entitled to the reliefs claimed? If so, to what extent?

7. The complainant placed the orders through the JioMart application and paid the requisite consideration through online modes of payment. The transactions were undertaken for personal and domestic consumption and not for any commercial purpose. The opposite parties are engaged in the retail sale of goods and providing online shopping facilities. Thus, the complainant falls within the definition of 'consumer' under Section 2(7) of the Consumer Protection Act, 2019, and the complaint is maintainable.

8. The complainant placed two separate orders on 23.01.2026 and 25.01.2026, both including Munch Max Chocolate 38.5 g, which was found unavailable on both occasions. Mere non-availability of a product by itself does not constitute deficiency in service, provided the consumer is duly informed and the amount paid for the unavailable product is properly refunded.

9. The grievance in the present case relates to the manner of processing the refund. The opposite parties communicated that Rs.19/-

would be refunded to the original mode of payment against each transaction. However, only Rs.18/- was credited to the complainant's bank account, while the remaining Re.1/- was transferred to her Twid account. The refund communications and corresponding breakup placed on record support this contention.

A bank account and a reward wallet are distinct modes of holding and utilising monetary value. A consumer cannot be compelled to accept wallet credit in place of a refund to the original mode of payment, particularly when the opposite parties had represented that the amount would be refunded through the original payment mode. No evidence has been produced to establish that the complainant had consented to such an adjustment or accepted any disclosed refund policy permitting the same.Such unilateral decision to refund the amount to the wallet credit contrary to the representation made to the consumer that the amount will be credited to the initial mode of payment, constitutes shortcoming in the manner of performance of the service.

10. Further, the conduct of the opposite parties also raises an issue of deceptive trade practice in the form of a dark pattern. By transferring Rs.1/- out of the refund amount into the Twid (Pay with Rewards) account, instead of refunding the entire amount through the represented payment mode, the opposite parties have effectively retained a part of the complainant's money within the digital reward ecosystem. Such wallet credit may induce the consumer to undertake another transaction through the same platform in order to utilise the credited amount. Thus, instead of allowing the consumer to receive the refund in the form represented to her, the opposite parties have created an incentive for her to revisit and transact through their platform. This practice, particularly, when repeated in both transactions without the complainant's informed consent, raises concerns

of manipulation of consumer choice and autonomy. The Guidelines for Prevention and Regulation of Dark Patterns, 2023, issued by the Central Consumer Protection Authority, also seek to prevent deceptive practices designed to influence consumers into undertaking transactions, which they did not originally intend.

11. The complainant also placed on record the grievance raised through the JioMart application on 03.02.2026, bearing Request ID No. 770063515208, and the legal notice dated 14.02.2026, along with proof of service upon the opposite parties. Despite the same, the grievance was not satisfactorily resolved. The refund communications and corresponding breakup of both transactions substantiate the complainant's case that, out of the represented refund of Rs.19/- against each transaction, only Rs.18/- was credited to her bank account and the remaining Re.1/- was transferred to the Twid account. The opposite parties have failed to produce any evidence establishing the complainant's consent or prior disclosure and acceptance of such an arrangement.

12. It is pertinent that the opposite parties, despite appearing through their counsel and availing several opportunities, failed to file their written statement. Consequently, their defence was struck off vide order dated 26.06.2026. Though such failure does not automatically entitle the complainant to the relief claimed, her unrebutted affidavit and documentary evidence have been examined on their own merits.

13. Section 2(11) of the Consumer Protection Act, 2019 defines deficiency to include any fault, imperfection, shortcoming or inadequacy in the manner of performance of a service. The conduct of the opposite parties, in the absence of any established authorisation for the wallet adjustment, clearly amounts to deficiency in service.and the diversion of the refund to a restricted reward wallet, deliberately without consent is designed to induce repeat transactions

through the platform, may also constitute an unfair or deceptive trade practice under section 2(47).

14. The complainant was also constrained to raise a formal grievance and issue a legal notice to secure the refund of a relatively small amount. The repeated failure to process the refund in the represented manner and the absence of satisfactory grievance redressal has caused her avoidable inconvenience and harassment. Thus, the Commission is of the view that complainant is, therefore, entitled to reasonable compensation and litigation expenses. Moreover, the opposite parties have adopted the same practice in two separate transactions by diverting a part of the refund amount into the reward wallet instead of refunding the entire amount in the manner represented to the complainant. Such conduct, cannot be treated as a mere inadvertent accounting error, particularly when it has the effect of retaining the consumer's money within the service provider's digital platform and potentially inducing further transactions. Accordingly, considering the facts of the case this Commission considers it appropriate to award reasonable punitive damages under the proviso to Section 39(1)(d) of the Consumer Protection Act, 2019.

15. In view of the foregoing discussion and findings, the complainant has successfully established deficiency in service and unfair trade practice on the part of the opposite parties. The complaint is accordingly allowed, and the opposite parties are held liable for the deficiency in service committed by them.

16. As a sequel to the foregoing discussion, the present complaint is hereby allowed against the OPs, jointly and severally, with a direction to pay a sum of Rs.2,500/- to the complainan

t as lump-sum compensation alongwith Rs.5,000/-, as punitive damages which shall be deposited with the Free Legal Aid State Commission, Haryana, in the account detailed below:

Bank Name: State Bank of India, Sector-4, Panchkula
IFSC Code: SBIN0050969
Branch MICR Code: 160002173

Account Number: 00000038283037741

The OPs shall comply with the order within a period of 45 days from the date of communication of copy of this order failing which the complainant shall be at liberty to approach this Commission for initiation of proceedings under Section 71/72 of CP Act, against the OPs. A copy of this order shall be forwarded, free of cost, to the parties to the complaint and file be consigned to record room after due compliance.

Announced on: 28.10.2026

Dr.Suman Singh	Dr. Sushma Garg	Satpal
Member	Member	President

Note: Each and every page of this order has been duly signed by me.

Dr.Suman Singh
Member

.....J
SATPAL
PRESIDENT

.....J
DR. SUSHMA GARG
MEMBER

.....J
DR.SUMAN SINGH
MEMBER