

Date of Filing: 05.03.2024

Date of Order: 17.10.2024

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION:
RANGA REDDY

P r e s e n t

SMT.CHITNENI LATHA KUMARI, PRESIDENT
SRI P.V.T.R.JAWAHAR BABU, MEMBER
SMT.J.SHYAMALA, LADY MEMBER

THURSDAY, THE SEVENTEENTH DAY OF OCTOBER
TWO THOUSAND TWENTY FOUR

CC 151/2024

Between:

Emmadi Suresh Babu, S/o Emmadi Govardhan,
Aged: 31 years, Occ: Govt. Employee,
Residing at: 6-5-139/9, Raju Colony,
Balanagar, Opp: Vijaya Medical Hall,
Balanagar, Hyderabad, Andhra Pradesh,
Pin – 500 042. Ph.No.8886886173

... Complainant

AND

The Authorized Signatories:
The Signatory Authority,
Swiggy Food and Grocery Delivering
Having registered office at:
6, AVS Compound, 80 Ft Road Ejipura,
Koramangala, Bengaluru – 560 047.
Karnataka, India Phone No.8060006600
Email id – support@swiggy.in

... Opposite Party

Complainant : Party-in-Person
Opposite Party : Ex-parte

This complaint is filed by the complainant U/Sec.35 of Consumer Protection Act, 2019 requesting this Commission to direct the Opposite Party (i) to refund the amount of Rs.372/- which was paid by the complainant (ii) to pay compensation of Rs.10,000/- for the deficiency in service, mental harassment and agony (iii) to pay costs of the litigation and pass such other order/orders as this Hon'ble Commission deems fit and proper.

O R D E R

(PER SE Sri.P.V.T.R.JAWAHAR BABU, MEMBER
ON BEHALF OF THE BENCH)

1. Brief averments of the complaint are as follows:

That the complainant in order to avail free delivery for a specified distance purchased Swiggy one membership. That earlier on 27.09.2023, when he ordered food on online through the Opposite Party, they collected

Rs.103/- for a distance of 9.7 kilometres. After obtaining Swiggy one membership, he ordered again the same food. But this time, the distance was increased to 14 kilometres instead of 9.7 kilometres and thus in order to evade the benefit of free delivery for a specified distance, the Opposite Party inflated the distance and collecting money from its customers. Due to the act of the Opposite Party, the complainant who obtained membership for free delivery forced to pay Rs.103/- towards delivery charges. When the complainant questioned the Opposite Party, the Opposite Party replied that the delivery route could be modified using the mobile G.P.S and tried to evade answer to the complainant. That the complainant who doesn't convinced with the explanation of Opposite Party approached the Commission for redressal.

2. Notice served on the Opposite Party, but failed to appear before the Commission when called. On seeing his absence and due to non-filing of written version within stipulated period, the Opposite Party was set ex-parte.

3. The complainant filed evidence affidavit and examined as PW-1, and got marked the documents as Ex.A1 to A3.

4. Now the Points for Consideration in this Case are:

- (i) Whether there is any deficiency of service on the part of Opposite Party?
- (ii) Whether the complainant is entitled for the reliefs as prayed for?
- (iii) If so, to what relief?

5. Point No.1 & 2: That the complainant in order to evade the delivery charges obtained Swiggy one membership. Swiggy one membership offered free delivery for a specified distance.

When the complainant ordered food before joining a one membership on 27.09.2023, the distance was shown as 9.7 kilometres. Whereas, when the complainant ordered again after obtaining the membership and when ordered food on 01.11.2023, the distance was shown as 14 kilometres instead of originally indicated 9.7 kilometres and Rs.103/- delivery charges was collected from the complainant.

That the complainant by suspecting foul play approached the Opposite Party. But the Opposite Party tried to convince the complainant. That the complainant who don't want to convince with the explanation given by the Opposite Party issued legal notice and as there is no response from the Opposite Party, the complainant elevated his grievance before the Commission.

On perusal of the google map marked as Ex.A1, the inflation of the distance is visible and it was mentioned as "partner is taking longer than expected to reach your location". This piece of admission itself sufficient that the Opposite Party is indulging in unfair trade practice and deficiency in rendering its services to the customers at large.

Considering the facts of the case, we are under the considerable view that number of customers of the Opposite Party was cheated due to the inflation of the distance as seen from the inflation of distance from 9.7 kilometres to 14 kilometres like in the case on hand is nothing but of unfair and deficiency of service towards the complainant and other customers who are using the facility.

In view of the above observation and discussion, the point is ordered accordingly by awarding punitive damages on Opposite Party and further directed the Opposite Party to discontinue the unfair trade practice from inflating the distance while using Swiggy one membership.

In view of the above observation and discussion, the complaint is decided accordingly infavour of the complainant and the complainant is entitled to the reliefs awarded as under in point No.3.

6. Point No.3: In the result, the complaint is allowed in part by directing the Opposite Party to;

- (i) Refund the amount of Rs.350.48 ps (Rupees Three Hundred and Fifty and Forty Eight Paise only) collected from the complainant together with interest at 9% p.a. from the date of filing of the complaint, till its realization.
- (ii) Refund the delivery partner fee of Rs.103/- (Rupees One Hundred and Three only) collected from the complainant as against the free delivery offered through their Swiggy one membership.
- (iii) Pay Rs.5,000/- (Rupees Five Thousand only) towards the compensation for causing mental agony and inconvenience to the complainant.
- (iv) Pay Rs.5,000/- (Rupees Five Thousand only) towards the costs of the litigation to the complainant.
- (v) Discontinue the unfair trade practice or restrictive trade practice and not to repeat them as envisaged U/Sec.39(1)(g) of C.P.Act, 2019.
- (vi) Pay Rs.25,000/- (Rupees Twenty Five Thousand only) towards the punitive damages for collecting delivery charges by deceiving the consumers and by artificially inflating the delivery distance when using Swiggy one membership. The Opposite Party is directed to deposit the punitive damages into the Consumer Welfare Fund Account maintained by the DCDRC, R.R.District.
- (vii) Rest of the claims made in the complaint is dismissed.
- (viii) Time for compliance is 45 days from the date of receipt of this order.

Transcribed by me and typed by the Steno-Typist, corrected by me and pronounced by us in the Open Commission on this the 17th day of October, 2024.

Sd/-
MEMBER

Sd/-
LADY MEMBER

Sd/-
PRESIDENT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant

Affidavit filed by the complainant
examined as PW-1

For Opposite Party

Nil

EXHIBITS MARKED

For the Complainant

Ex.A1 – Copy of Purchase Details & Complaint Details

Ex.A2 – Copy of Legal Notice dt.04.12.2023

Ex.A3 – Copy of Track Consignment

Exhibits marked for the Opposite Party

Nil

Sd/-
MEMBER

Sd/-
LADY MEMBER

Sd/-
PRESIDENT