

Date of registration : 22.04.2015
Date of order : 16.04.2016

**BEFORE THE DISTRICT CONSUMERS FORUM-I
VISAKHAPATNAM:AP**

PRESENT: Sri H.Ananda Rao, M.A., LL.B.,
President

Smt K.V.R.Maheswari, B.A., B.L., LL.M.,
Lady Member

Saturday, the 16th day of April, 2016

CC No: 97/2015

Between:

Amarendra Das, S/o late S.C.Das, Hindu, aged 61 years, R/at Flat No.303, Creative Vihar Apartment, Pandurangapurm, Visakhapatnam-03.

... Complainant

And:

1. The Manager, DTDC Courier and Cargo Ltd., Siripuram, Visakhapatnam.
2. The Manager, DTDC Courier and Cargo Ltd., Regd. Office: No.3, Victoria Road, bengaluru-560 047.

... Opposite Parties

This case is coming for final hearing on 13-04-2016 in the presence of Sri H.S.Ali, Advocate for Complainant and Sri P.Ravikiran, Advocate for Opposite Parties and having stood over till this date, the Forum delivered the following.

: O R D E R :

(As per the Honourable Sri H.Ananda Rao, President on behalf of the Bench)

1. This Complaint filed by the Complainant against the Opposite Parties directing them to return the unserved parcel vide consignment No.H41497350 dt 04.04.2015 to the Complainant and pay an amount of Rs.1,00,000/- towards compensation and costs of Rs.20,000/-.
2. The case of the Complainant in brief is that the Complainant is a retired Railway officer and resident of Visakhapatnam and his daughter is working as Deputy Magistrate Civil Suppliers at Anand, Gujarat. The Complainant purchased a dress to her daughter on the premise of her birthday gift which was on 14.04.2015 and the send the same through 1st Opposite Party on

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: ORDER :

(As per the Honourable Sri H.Ananda Rao, President on behalf of the Bench)

1. This Complaint filed by the Complainant against the Opposite Parties directing them to return the unserved parcel vide consignment No.H41497350 dt 04.04.2015 to the Complainant and pay an amount of Rs.1,00,000/- towards compensation and costs of Rs.20,000/-.
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04.04.2015 vide Consignment No.H41497350 dt 04.04.2015. On enquiry it came to light that the said consignment was not reached to his daughter. Immediately he approached 1st Opposite Party and enquired about the delivery and they answered in very casual manner after enquiry with the 2nd Opposite Party we will inform you later. After several visits to the 1st Opposite Party simply avoiding the matter and did not choose to give reply regarding the consignment nor return the parcel. These acts of the Opposite party is highly contemplated in law and is nothing but deficiency of service on their part. Hence this Complaint.

3. On the otherhand the Vakalat filed on behalf of Opposite parties but did not choose to contest the matter thereafter but time and again requested time to file counter on costs but failed to do so. Hence posted for orders.

4. At the time of enquiry the Complainant filed Evidence Affidavit and Written arguments.

5. To prove the case on behalf of the Complainant, he filed documents and got marked Ex.A1.

6. Exs.A1 is the Receipt vide consignment No.H41497350 dated 04.04.2015 which evidencing that the Complainant sent his dress through the Opposite Party courier service.

7. Heard oral arguments of Complainant who reiterated their versions.

8. Now the point for determination to be determined in this case is :

Whether there is any deficiency of service on the part of the Opposite Parties and the Complainant is entitled for any reliefs?

9. Having considered the submissions of the Learned Counsel for the Complainant coupled with Ex.A1, we are of the view that the Complainant is booked a parcel vide Consignment No.H41497350 dated 04.04.2015 which reveals that the Complainant intends to send a gift to her daughter on her birthday which was on 14.04.2015. But to his dismay the said consignment was not delivered in time and also till date it was not traced and the Opposite Party did not convey whereabouts of the parcel. The Complainant roamed around the office of the Opposite Party and received evasive replies from the side of the Opposite Party. Vexed with the attitude of the Opposite Parties the

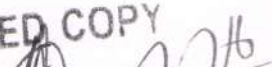
10. The Learned Counsel for the Complainant submitted directing the Opposite Party to return the unserved parcel or to pay an amount of Rs.18,000/- as the cost of the Dress by way of Affidavit on 13.04.2016 when this Forum expressed it is not possible to direct the 1st Opposite party to return the unserved parcel in the circumstances submitted in the main complaint herein. Taking into consideration of the fact that having received notice failed the Opposite Parties to choose to file counter shows not only they are interested in coming forward to state what happened about the unserved parcel but also there indifference attitude towards this Forum though burden casts on them to state reasons for non-returning the unserved parcel etc. Having regard to these facts and circumstances and taking into consideration of the facts stated in the Complainant Affidavit, we are of the view there is any amount of deficiency on the part of the Opposite Parties. Hence the Complainant deserves to refund the cost of the dress by the Opposite Parties.

11. Whether the Complainant is entitled for compensation of Rs.1,00,000/- is to be considered. It appears as seen from the evidence of Complainant that the Complainant has got good faith on the Opposite Party services and booked a consignment and therefore he experienced a lot of physical strain besides mental agony and financial loss. Naturally, that might have put the Complainant to suffer some mental agony besides physical stress and strain. In view of this matter, we sincerely feel that it is a fit case to award compensation. But that does not and cannot mean to say that the Complainant claim for compensation is acceptable. Having regard to all these facts and circumstances, we are of the considered opinion, award of compensation of Rs.5,000/- would serve the ends of justice. We, therefore, proposed to award compensation of Rs.5,000/- in the circumstances of the case on hand.

Accordingly this point is answered.

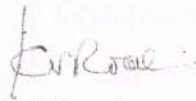
12. In the light of the reasons mentioned in the above paragraphs, we are of the view that the Complainant is entitled for an amount of Rs.18,000/- besides compensation & costs.

13. In the result, the Complaint is allowed in part, directing the Opposite Parties to pay an amount of Rs.18,000/- (Rupees Eighteen thousand only) towards the cost of unserved parcel vide consignment No.H41497350 dated 04.04.2015. The Opposite Parties are further directed to pay Rs.5,000/-

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(Rupees Five thousand only) towards compensation and Rs.2,500/- (Rupees Two thousand five hundred only) towards costs. Time for compliance one month.

Dictated to the Stenographer, transcribed by him, corrected by me and pronounced by us in the open Forum on this the 16th day of April, 2016.



Lady Member



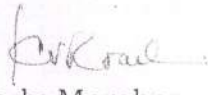
President

APPENDIX OF EVIDENCE

Exhibits Marked for the Complainant:

Ex.A1	04.04.2015	Receipt vide consignment No.H41497350 dated 04.04.2015 by the Complainant	Original
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Exhibits Marked for the Opposite Parties: -NIL-



Lady Member



President

Date of order... 16/4/16
When made ready... 5/5/16
Date of Despatch/Delivery... 5/5/16

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SHERISTDAR

