

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/44/CC/78/2025**

RAJA VIKRANT SHARMA  
PRESENT ADDRESS - H NO 452 SECTOR 11 PANCHKULACHANDIGARH,CHANDIGARH.  
.....Complainant(s)

Versus

SWIGGY LTD Through its MD  
BUSINESS ADDRESS - NO 55 SY NO 8 14 GF I AND J BLOCK EMBASSY TECH VILLOUTER  
RING ROAD DEVARBINSANAHALLI BENGALURU 560103 , CHANDIGARH,CHANDIGARH.  
.....Opposite Party(s)

**BEFORE:**

**HON'BLE PAWANJIT SINGH , PRESIDENT  
HON'BLE MR. S.K. SARDANA , MEMBER**

**FOR THE COMPLAINANT:**

RAJA VIKRANT SHARMA

**DATED: 03/11/2025**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,**

**U.T. CHANDIGARH**

Consumer No.	Complaint No.	:	CC/78/2025
Date of Institution		:	14/2/2025
Date of Decision		:	3.11.2025

Raja Vikrant Sharma, Son of Sh. VM Sharma Vikrant R/o H.No. 452, Sector 11, Panchkula.

Versus

1. SWIGGY Limited:

a) Registered Office and Corporate Office:

No. 55, Sy No. 8-14, Ground Floor, I&J Block, Embassy Tech Village, Outer Ring Road, Devarbisanahalli, Bengaluru 560 103, Karnataka, India, through its Manager, directors/authorised signatory/proprietor.

b) Chandigarh Office:

3rd Floor, No. 57, 58, 59, Sector 17A, Chandigarh, 160017 through its Manager, directors/authorised signatory./ proprietor.

2. INSTAMART: Seller Name: (Kwickbox Retail Pvt Ltd)

Lowest Ground Floor, SCO 272, Backside Blue Dart Sector 14, Panchkula(134113), through its Manager, directors/ authorised signatory,/proprietor.

...Opposite Parties

**CORAM :**

**SHRI PAWANJIT SINGH**

**PRESIDENT**

**SHRI SURESH KUMAR SARDANA**

**MEMBER**

**ARGUED BY**

: Complainant in person.

: Sh. Shvetanshu, Advocate for OP No.1.

: None for OP No.2 (defence of OP No.2 struck off vide order dated 19.5.2025)

**Per Pawanjit Singh, President**

1. The present consumer complaint has been filed by complainant

against the opposite parties (hereinafter referred to as the OPs).

The brief

facts of the case are as under :-

- a. It transpires from the averments as projected in the consumer complaint that the Complainant, a law student at the Department of Laws, Panjab University, Chandigarh had placed an order on 30.12.2024 through OP-1 Swiggy's mobile application from its quick-commerce service OP-2 Instamart comprising Nestle Classic Milk Chocolate and 1 kg Nagpur Oranges (subject items), and paid a handling fee of ₹28.61 claimed to ensure timely and damage-free delivery ( *Annexure C-1 and C-2 COLLY* ). However, upon delivery, the Complainant found the orange packaging torn, the net weight to be only 824 grams instead of the promised 1 kg, and no physical bill was provided ( *Annexure C-3* ), following which he immediately raised the issue with OP-1 through chat support and later customer care calls, requesting redressal including refund/replacement and physical bill issuance ( *Annexure C-4 COLLY* ), all of which went unresolved despite informing OP-1 that the order was a gift for his maternal aunt in Shimla, resulting in mental agony, missed travel schedule, health deterioration, added expenditure, and inconvenience. The aforesaid act amounts to deficiency in service and unfair trade practice on the part of OPs. OPs were requested several times to

admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OP No.1 resisted the consumer complaint and stated that the answering OP, operates as an electronic platform through the website www.swiggy.com and a mobile application under the brand name "Swiggy," facilitating transactions between customers and independent third-party merchants/restaurants who list and sell prepared food, beverages, and grocery items; the answering OP act solely as intermediaries enabling such listings and deliveries, with product details and pricing determined solely by the merchants, and the Complainant, by placing the order, agreed to the OPs' Terms and Conditions ( *Annexure-1* ), thereby forming a legally binding contract as per Clause 1 (Terms of Use), which includes acknowledgment that Swiggy shall not be responsible for unsatisfactory or non-performance of services or for damages/delays due to unavailability or incorrect fulfillment of products listed by third-party merchants. The answering OP has no role in assessing the quantity of the product. On merits, the facts as stated in the preliminary objections have been re-iterated. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.

- c. Defence of OP No.2 struck off vide order dated 24.6.2025 as it failed to file the written version within the stipulated period.
- d. In rejoinder, complainant reiterated the claim put forth in the consumer complaint and prayer has been made that the consumer complaint be allowed as prayed for.

2. In order to prove their case, complainant tendered/proved his evidence by way of affidavit and supporting documents. However, as OP No.1 failed to file evidence despite grant of sufficient opportunity, therefore, vide order dated 24.6.2025 of this Commission, opportunity to file the same was closed

3. We have heard the learned counsel for the contesting parties and also gone through the file carefully, including the written arguments.

(i) At the very outset, it may be observed that when it is an admitted case of the contesting parties that the complainant the complainant placed order of the subject items i.e. Nestle Classic Milk Chocolate and 1 kg Nagpur Oranges from the OPs vide invoice Annexure C-1 and when the ordered item was received by the complainant, it was found that the packing of the oranges was torn and weight of the same was found to be 824 grams instead of 1 kg as ordered and on this the complainant immediately raised the issue with the OPs through chatting as is

evident from Annexure C-4 (colly) and requested for either 1 kg pack of orange or refund but the OPs failed to do so, the case is reduced to a narrow compass as it is to be determined if the aforesaid act of OPs amounts to deficiency in service and the complainant is entitled for the relief as prayed for as is the case of the complainant or if the complaint being not maintainable is liable to be dismissed.

- (ii) Annexure C-1 the invoice which indicates that the complainant placed an order for the subject goods from the OPs for a consideration of ₹110/-. Annexure C-3 is a photograph depicting the torn packaging of the oranges, clearly indicating a net weight of 824 grams, thereby falling short of the promised 1 kilogram. Annexure C-4 comprises the communication between the complainant and Swiggy, wherein the complainant promptly raised a grievance regarding the short delivery and sought either a replacement with the correct weight or a refund of the amount paid. However, no concrete remedial action was taken up by the OPs. The failure to act on the complainant's grievance resulted in mental agony and inconvenience, particularly as the items were intended to be a gift. The delivery of a product in a quantity lesser than what was ordered amounts to deficiency in service, for which the OPs are liable. Considering that the

subject goods were not collected or replaced by the OPs and were ultimately consumed by the complainant, it is just and reasonable to award compensation of ₹2,000/- in favour of the complainant to serve the ends of justice for delivering less quantity of orange pack.

(iii) While OP No.1, in its written reply, has attempted to disclaim liability by asserting that it merely acts as a facilitator between the seller and the buyer, the tax invoice marked as Annexure C-1 unequivocally shows that the subject goods were sold by OP No.1, which functions as an e-commerce entity. Consequently, OP No.1 cannot absolve itself of responsibility, especially when it is statutorily obligated to ensure consumer protection under the Consumer Protection (E-Commerce) Rules, 2020. In particular, Rule 4(10) mandates that:-

***“4. Duties of e-commerce entities. ---***

*xxx                           xxx                           xxx*

*(10) Every e-commerce entity shall effect all payments towards accepted refund requests of the consumers as prescribed by the Reserve Bank of India or any other competent authority under any law for the time being in force, within a reasonable period of time, or as prescribed under applicable laws.”*

(iv) In view of the above discussion, it is established that the failure of the OPs to either replace the deficient item or process a

refund constitutes deficiency in service. Accordingly, the OPs are held liable to compensate the complainant in the manner discussed hereinabove.

4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OPs are directed as under :-

(i) to pay lumsum amount of ₹2000/- to the complainant as compensation for causing mental agony and harassment and litigation cost;

5. This order be complied with by the OPs jointly and severally within a period of 45 days from the date of receipt of certified copy thereof, failing which the amount(s) mentioned at Sr.No.(i) above shall carry penal interest @ 12% per annum (simple) from the date of expiry of said period of 45 days, till realization.

6. Pending miscellaneous application(s), if any, also stands disposed off.

7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

Announced

[Pawanjit Singh]

3/11/2025

**President**

*mp*

[Suresh Kumar Sardana]

**Member**

.....  
**PAWANJIT SINGH**  
**PRESIDENT**

.....J  
**S.K. SARDANA**  
**MEMBER**