

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
ERNAKULAM**

Dated this the 24th day of March, 2025

Filed on: 19/07/2024

PRESENT

Shri. D.B. Binu
Shri. V. Ramachandran
Smt. Sreevidhia T.N

Hon'ble President
Hon'ble Member
Hon'ble Member

CC.No. 877 of 2024

Complainant:

Thomas Jimmy, S/o Jimmy.C.Mattom, Mattathil,11B2, Abad Green
Teress, Thrikkakkara, Kakkanad, Kochi-682021.

VS

OPPOSITE PARTY:

Manager, C Fines Gents & Ladies Tailoring, Metro Pillar No. 646, M.G.
Road, Near Seematti, Ernakulam, Kochi-682035.

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, a software engineer approached the opposite party, a tailor, on 14-08-2023 to stitch a shirt to the exact measurements of an existing well-fitting shirt. The opposite party agreed to match the measurements and accepted the shirting material provided by the complainant. A relative of the complainant collected the stitched shirt and paid Rs. 550/- as

tailoring charges. Upon receiving the shirt, the complainant found that the measurements deviated significantly from the original shirt, making it unwearable.

On 06-01-2024, the complainant approached the opposite party to alter the shirt as per the original measurements. However, the opposite party refused to make any alterations or refund the amount paid for the service. A legal notice was sent on 17-02-2024 requesting the opposite party to rectify the issue, but no action was taken.

The complainant claims that the opposite party's failure to deliver the promised service amounts to a "Deficiency of Service". The complainant seeks compensation of Rs. 41,850/-, including Rs. 25,000/- for loss of work, Rs. 5,000/- for mental agony, Rs. 5,000/- for lost opportunity, and reimbursement of the tailoring charges, cloth cost, and travel expenses.

2. NOTICE:

The Commission issued notice to the opposite party on **09-08-2023**, which was **received** by the opposite party on **12-08-2023**, but they failed to file their version within the statutory period and were consequently set **ex-parte**.

3. Evidence:

The complainant submitted a proof affidavit along with Three documents. The documents in the complaint are marked as **Exhibits A1 to A3.**

- **Exhibit A1** – Payment Receipt of Rs. 550/-.
- **Exhibit A2** – Copy of Legal Notice dated 17-02-2024.
- **Exhibit A3** – Acknowledgment of Receipt of the Legal Notice.
- **M0-1** – Stitched Shirt.
- **M02**– Shirt supplied for measurement.
- **M03** - Pendrive.

4. Points for Consideration:

- i) Whether the complaint is maintainable or not?
- ii) Whether there is any deficiency in service or unfair trade practice by the opposite parties?
- iii) If so, whether the complainant is entitled to any relief?
- iv) Costs of the proceedings, if any?

5. Summary of Written Argument Of the Complainant

The complainant approached the opposite party on 14-08-2023 to stitch a shirt to the exact measurements of an existing well-fitting shirt. The opposite party agreed to this but failed to deliver the service as promised. A relative collected the stitched shirt and paid Rs. 550 as the stitching charge. Upon receiving the shirt, the complainant found that the measurements deviated significantly, making the shirt unusable.

On 06-01-2024, the complainant requested the opposite party to alter the shirt, but the request was refused. The opposite party also declined to refund the stitching charge. A legal notice sent on 17-02-2024 to rectify the issue was ignored. The complainant claims that the opposite party's failure to deliver the promised service amounts

to a "Deficiency of Service" under Section 2(11) of the Consumer Protection Act, 2019.

The complainant estimates the total loss at Rs. 31,850/- for lost time (Rs. 25,000), tailoring charges (Rs. 550/-), cloth cost (Rs. 1,800/-), travel expenses (Rs. 2,000/-), and legal proceedings (Rs. 2,500/-). Additionally, the complainant seeks Rs. 5,000/- for mental agony and Rs. 5,000/- for lost opportunity. The total compensation sought is Rs. 41,850/-.

We have also noticed that a Notice was issued from the Commission to the opposite party but did not file their version. Hence the opposite party set ex-parte. The complainant had produced four documents marked as Exbt.A-1 to A-3 and M.Os 1 and 2 & MO3(Pendrive). All in support of his case. However, the opposite party did not make any attempt to appear in the case and participate in the above proceedings before this commission or set aside the ex-prate order passed against it. It was further stated that this illegal, arbitrary and unjustified act of the Opposite Party amounted to deficiency in service, indulgence in unfair trade practice, and caused mental agony and hardship to the complainant.

The opposite party's conscious failure to file their written version in spite of having received the Commission's notice to that effect amounts to an admission of the allegations levelled against them. Here, the case of the complainants stands unchallenged by the opposite party. We have no reason to disbelieve the words of the

complainant. **The Hon'ble National Commission held a similar stance in its order dated 2017 (4) CPR page 590 (NC).**

We have meticulously considered the detailed submissions of the Complainants and thoroughly reviewed the entire record of evidence, including the argument notes. It is noted that the Opposite Party failed to submit any argument notes or participate in the proceedings.

(i) Maintainability of the Complaint

The complainant approached the opposite party for stitching a shirt to specific measurements, which falls under the category of "service" under Section 2(42) of the Consumer Protection Act, 2019.

Furthermore, the complainant has established that he paid consideration of Rs. 550/- for the tailoring service, thereby making him a "consumer" under Section 2(7) of the Act. (**Exhibit A1**). Since the dispute involves an alleged deficiency in tailoring service, the complaint is maintainable under the provisions of the Act.

Therefore, the complaint is maintainable.

(ii) Deficiency in Service or Unfair Trade Practice

The complainant provided evidence that the opposite party agreed to stitch a shirt based on the exact measurements of an existing well-fitting shirt. However, the stitched shirt deviated significantly from the measurements provided, making it unusable.

This amounts to a clear case of "deficiency in service" under **Section 2(11)** of the Consumer Protection Act, 2019, which defines deficiency as:

"Any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service."

The opposite party's refusal to alter the shirt or refund the amount paid further constitutes unfair trade practice under **Section 2(47)** of the Act.

The failure to provide the service as promised constitutes a deficiency in service and entitles the complainant to compensation. Therefore, the opposite party's failure to stitch the shirt to the agreed measurements amounts to both a deficiency in service and an unfair trade practice.

The opposite party was duly served with notice but failed to appear or file their written version within the statutory period. This amounts to an implied admission of the allegations made by the complainant. The failure to appear or contest allegations amounts to an admission of guilt and deficiency in service.

The opposite party's conduct reflects negligence and unfair trade practice, which caused mental agony and financial loss to the

complainant. The evidence provided by the complainant stands unchallenged and is supported by legal precedents. The opposite party is liable for deficiency in service and unfair trade practice. The complainant is entitled to a full refund, compensation for loss of time and mental agony, and reimbursement of incidental expenses.

(iii) Costs of the Proceedings

The complainant has incurred legal and incidental expenses in pursuing this case. Since the opposite party failed to respond to the notice and was set **ex-parte**, the complainant is entitled to reimbursement of costs of proceedings.

The complainant, a working professional, trusted the opposite party to provide a service that was both personal and essential — the stitching of a shirt to exact measurements. Tailoring is not just about stitching fabric; it reflects trust, precision, and a promise to deliver comfort and satisfaction. The opposite party's failure to deliver on this promise, despite receiving payment and clear instructions, reflects not only a deficiency in service but also a disregard for the trust placed in them by the complainant. The refusal to alter the shirt or refund the payment, coupled with the failure to respond to the legal notice, shows a lack of accountability and professionalism. The complainant's frustration and loss go beyond monetary value, affecting his time, dignity, and peace of mind. Such actions erode consumer confidence and should be appropriately addressed to uphold the principles of fair service and justice.

We determine that issue numbers (I) to (IV) are resolved in the complainants' favour due to the significant service deficiency on the part of the Opposite Parties. Consequently, the complainant has endured considerable inconvenience, mental distress, hardships, and financial losses as a result of the negligence of the Opposite Parties.

In view of the above facts and circumstances of the case, we are of the opinion that the Opposite Party is liable to compensate the complainant.

Hence, the prayer is partly allowed as follows:

- I. The opposite party shall refund ₹2,350 (Rupees Two Thousand Three Hundred and Fifty Only) to the complainant as the cost of shirting (₹1,800) and stitching charge (₹550).
- II. The opposite party shall pay ₹5,000/- (Rupees Five Thousand Only) to the complainant as compensation for mental agony, financial loss, and inconvenience. This amount is awarded for the deficiency in service and unfair trade practices, as well as the mental and physical hardships endured by the complainant.
- III. The opposite party shall pay ₹5,000/- (Rupees Five Thousand Only) to the complainant towards the cost of the proceedings.

The opposite party is liable for the fulfilment of the above orders. These orders must be executed within 45 days from the date of receiving this order. Failure to comply with the payment orders under Points I and II will result in an interest rate of 9% per annum from

the date of filing the complaint (19.07.2024) until the date of full payment realization.

Pronounced in the Open Commission this the 24th day of March 2025.

D.B. Binu, President

V. Ramachandran, Member

Sreevidhia T.N, Member

APPENDIX

Complainant's Evidence:

Ext.A1 - Copy of Order Form

Ext.A2 - Notice dtd. 17-2-2024

Ext.A3 - Copy of AD Card & Postal Receipt.

M01 - Stitched Shirt

M02 - Sample Measure Shirt

M03 - Pendrive

Opposite Parties' Evidence: NIL

Date of Despatch

By Hand::

By post::

BR/