

The quality of the discounted product is also important in the sale | रसरंग में आपके अधिकार: सेल में डिस्काउंटेड उत्पाद की भी क्वालिटी जरूरी

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Your rights in Rasrang: Quality of discounted product is also important in sale

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Shoes are an essential item of daily use and with the price of branded shoes reaching thousands of rupees, it has become important to understand the legal remedies for defective shoes. Recent decisions by consumer commissions have established important principles regarding defective shoes and consumer rights in online and offline shopping.

Legal framework Under Section 2(7) of the Consumer Protection Act, 2019, any person who purchases shoes or any other thing for a price (except for commercial purposes) is a consumer. Section 2(11) defines “deficiency” as any defect or shortcoming that causes harm to the consumer. The law does not make any distinction between purchases made

at full price or at a discount, thereby providing consumers with extensive protection. Consumer complaints can be made in case of manufacturing defects and non-compliance with the stated quality or specifications. A complaint can be lodged within two years of purchase.

Manufacturing Defects In *Amrik Singh v Mehta Shoe Hut (2015)*, the Commission extensively reviewed the responsibilities of the seller when shoes developed defects despite a one-year warranty. The seller argued that the manufacturer should be made a party in this case, but the Commission held that the seller cannot escape this responsibility. The Commission's decision stated that the seller cannot deny relief to the consumer by not making the manufacturer a party. The Commission said that the seller should either get the shoes repaired satisfactorily or replace them. This established that the seller has to resolve manufacturing defects, rather than asking consumers to approach the manufacturers.

Discounted Sales Mechanism Rajasthan State Commission delivered a landmark judgment on the issue of defective products during sale in *Metro Mochi Brand Pvt. Ltd. v. Ramprakash Kumawat (2024)*. In this case, the retailer refused to grant relief to the consumer citing a “no exchange in discounted products” policy. On this, the Commission made three important observations. First, the need for basic quality of a product cannot be ignored even in a sale. Second, the retailer cannot sell defective products on its own arbitrary terms (such as no guarantee for discounted goods or non-return of discounted items). Third, such terms of sellers must be strictly interpreted, especially when the terms are ambiguous or confusing. The Commission emphasised that discounted sales do not give a seller a license to sell defective products.

Accountability of e-commerce platforms The Kerala State Commission decided on the complex issue of accountability of e-commerce platforms in *Amazon Seller Services v. Anees A.K. (2023)*. When shoes of the wrong size were delivered to a consumer, the platform argued that it was only an intermediary facilitating sales between sellers and buyers. However, the Commission held the platform accountable for its return and refund policies and directed it to compensate the consumer with a refund. The decision made it clear that platforms, which handle payments and returns, cannot escape responsibility by merely claiming to be intermediaries. The Commission emphasized that e-commerce platforms must ensure proper grievance redressal mechanisms.

Financial compensation Consumer commissions have laid down clear principles regarding compensation. In *Nekram Shyam vs Nike Showroom (2023)*, where a shoe worth Rs 17,595 was found to have a manufacturing defect within three months, the Shimla District Commission ordered a full refund along with Rs 5,000 for mental harassment and Rs 5,000 for litigation costs. The judgment emphasised that premium pricing leads to liability for higher quality and brands cannot escape responsibility by citing standard warranty terms. The Commission established that compensation should be awarded not only for actual damages but also for the mental harassment suffered by the consumer.

(The author is also the Secretary, CASC.)