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CONSUMER

Amazon Refund Case: Delhi Consumer Commission Rules in Favour of Buyer Over Wrong Laptop Delivery

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Introduction

In a notable decision reinforcing consumer right in the digital marketplace, the **District Consumer Disputes Redressal Commission (East Delhi)** has directed **Amazon Retail India Pvt. Ltd.** and **Appario Retail Pvt. Ltd.**[1] to refund a customer after delivering a completely different and obsolete laptop model than what was ordered. The case highlights the growing accountability of e-commerce platforms in ensuring accurate product delivery, transparent refund mechanisms, and fair treatment of consumers who rely on online transactions for essential purchases.

This ruling not only exposes the systemic gaps in online sales and logistics processes but also sends a strong message that **"Use Policy"** disclaimers cannot override statutory consumer protections under the Consumer Protection Act, 2019.

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Background of the Case

The complainant, Mr. Harjas Singh Sodhi, placed an online order for an HP Pavilion Laptop priced at ?61,990 through Amazon Retail India Pvt. Ltd. on 26 December 2023. The product was sold by Appario Retail Pvt. Ltd., one of Amazon's registered sellers, and delivered to Mr. Sodhi's residence the following day.

However, upon opening the sealed package on 27 December 2023, Mr. Sodhi discovered that he had received an obsolete IBM ThinkPad instead of the HP Pavilion laptop he had purchased. Acting promptly, he contacted Amazon's customer support within minutes of delivery and was instructed to upload photographs of the product and initiate a return request.

Following the directions provided by Amazon, Mr. Sodhi uploaded the required images and complied with all procedural steps. The company confirmed that the return process had been initiated and scheduled the product pickup for 1 January 2024, which was duly completed.

To his dismay, on 7 January 2024, Mr. Sodhi received a message from Amazon stating that the returned product was "lost in transit." A few days later, on 19 January 2024, he was informed that his refund request had been rejected, with Amazon alleging that he had returned a "different item" and that his account had exceeded the permissible number of refunds under its internal "Use Policy."

Despite repeated correspondence and submission of photographic evidence, no resolution was provided. Left with no alternative, the complainant approached the District Consumer Disputes Redressal Commission (East Delhi), seeking directions for a full refund, compensation for mental agony and inconvenience, and reimbursement of litigation expenses.

Issues Before the Commission

1. Whether there was deficiency in service on the part of Amazon and Appario Retail.
2. Whether both entities could be held jointly and severally liable for the wrongful delivery and denial of refund.
3. Whether the plea of "Use Policy violation" raised by Amazon was valid in law.

Findings of the Commission

After examining the pleadings, documentary evidence, and submissions made by the parties, the **District Consumer Disputes Redressal Commission (East Delhi)** observed that the facts of the case were straightforward and clearly established a **deficiency in service** on the part of both Opposite Parties **Amazon Retail India Pvt. Ltd. (OP1)** and **Appario Retail Pvt. Ltd. (OP2)**.

The Commission noted that:

1. **Product Mismatch and Immediate Complaint:** The complainant had placed an order for an HP Pavilion Laptop but received an obsolete IBM ThinkPad. The discrepancy was immediately reported to Amazon's customer care within minutes of delivery, and the complainant diligently followed all directions for uploading images and initiating the return.
2. **Acknowledgment of Pickup and Loss in Transit:** The Commission found that Amazon's own application confirmed that the disputed product was picked up on 1 January 2024 by its delivery representative. Once the product had been collected, the responsibility for its safe return rested solely with the company. However, on 7 January 2024, Amazon updated its system to reflect that the item was "lost in transit," even while assuring the complainant that he would receive assistance in obtaining a refund.
3. **Rejection of Refund and Unsubstantiated Policy Claim:** Despite this assurance, on 19 January 2024, Amazon rejected the refund request, citing that the complainant had returned an item different from what was ordered and that his account had exceeded refund expectations under a "Use Policy." The Commission found this explanation to be unsupported by any evidence and held that such vague and generalized references to internal policies cannot supersede statutory consumer rights.
4. **Liability of the Seller (Appario Retail Pvt. Ltd.):** The Commission rejected OP2's argument that there was **no privity of contract** between it and the complainant. Since Appario was the seller named in the invoice and had received consideration through Amazon's platform, it bore equal responsibility to ensure delivery of the correct product. Its failure to file evidence further weakened its defense.
5. **Duty of E-Commerce Platforms:** Emphasizing the growing trend of online shopping, the Commission highlighted that e-commerce platforms must establish **strong verification mechanisms** to ensure that the products sold and delivered correspond to the buyer's order. It suggested that delivery personnel or platforms maintain photographic or video records of package handovers to prevent similar disputes.

Order of the Commission

Based on these findings, the Commission held both Amazon Retail India Pvt. Ltd. and Appario Retail Pvt. Ltd. guilty of deficiency in service jointly and severally liable and also directed that:

- The Opposite Parties (OPs) **jointly and severally refund ?61,990** to the complainant with **9% interest per annum** from 26 December 2023 (date of payment);
- Pay **?10,000 as compensation** for mental agony and harassment; and
- Pay **?7,500 as litigation costs**.

The Commission also directed compliance within **30 days**, failing which the entire amount shall carry **11% interest per annum** until realization.

Author's View

This judgment is a timely reminder of the heightened duty of care imposed on e-commerce platforms operating in India's rapidly expanding digital marketplace. By holding both Amazon and its registered seller, Appario Retail, jointly and severally liable, the Commission has reinforced the principle that online intermediaries cannot distance themselves from consumer grievances merely by invoking internal policies or contractual arrangements.

The Commission's decision rightly highlights that consumer protection in the digital era must evolve beyond traditional notions of "buyer–seller" relationships. When an e-commerce platform enables a transaction, manages the logistics, and controls the refund process, it assumes a position of responsibility equivalent to that of the seller.

The rejection of Amazon's vague "Use Policy" justification reflects the judiciary's growing insistence that private terms and conditions cannot override statutory safeguards granted under the Consumer Protection Act, 2019. Such rulings strengthen consumer confidence and push online platforms toward adopting more transparent and verifiable delivery and refund processes.

From a broader perspective, this case demonstrates the judiciary's pragmatic approach toward digital consumer justice where accountability follows the control of the transaction chain. For e-commerce entities, it is a clear call to review internal grievance-handling mechanisms, adopt traceable return systems, and ensure that their contractual obligations align with statutory duties.

This ruling highlight that consumer trust is the cornerstone of digital commerce, and any lapse however, procedural can attract legal liability and reputational cost.

For more details, write to us at: contact@indialaw.in

[1] DC/78/CC/74/2024

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