

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this the 19th day of May, 2025

Filed on: 25/04/2025

PRESENT

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

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

CC.No. 549 of 2025

Complainant:

Shibu.S Vayalakath, Freelance Journalist, Sykatham, Choondi,
Vadayambady.P.O, Puthenkurish, Ernakulam-682308

VS

OPPOSITE PARTIES:

1. Manager, The Persian Table Restaurant, 10th Mile, Vadayambadi.P.O,
Poothrukka Gramapanchayath, Kolanchery, Ernakulam-682308.
2. Managing Director, The Persian Restaurant, 10th Mile, Vadaymbady.P.O,
Poothrukka Gramapanchayath, Kolanchery, Ernakulam-682308.
3. Taluk Supply Officer, Kunnathunadu Taluk, Civil Station, Perumbavoor,
Ernakulam-682308

FINAL ORDER

D.B. Binu, President

A brief statement of facts of this complaint is as stated below: -

The present complaint is filed under Section 35 of the Consumer Protection Act, 2019, by the complainant, who, along with a friend, dined at the restaurant *Persian Table* on 09.11.2024 at approximately 10:30 p.m. The complainant ordered porotta and beef fry and alleges that the food was dry and uncomfortable to eat, as no gravy was served. Upon enquiry, the waiter

informed them that gravy was not provided to customers, and the manager reiterated that it was against the restaurant's policy. Despite the inconvenience, the complainant and his friend completed the meal and paid the bill.

Thereafter, the complainant contacted the owner, who also confirmed that serving gravy was not their policy. Aggrieved by the aforesaid actions of the 1st and 2nd opposite parties, the complainant filed a complaint with the Kunnathunad Taluk Supply Officer, who conducted an inspection on 20.11.2024 and confirmed that the establishment did not provide gravy with dry food items. The complainant seeks ₹1,00,000/- as compensation for mental agony, ₹10,000/- towards legal costs, and a recommendation for legal action against the 1st and 2nd opposite parties under the provisions of the Consumer Protection Act, 2019

The matter was first listed for admission on 06.05.2025. The complainant appeared in person, and the hearing was partly conducted. Upon his request for some more time, the matter was adjourned to 13.05.2025. On that day, the Commission heard the complainant in detail and reserved the matter for orders. The complainant subsequently filed a note of arguments.

The summary of the Argument Notes filed by the Complainant

The complainant and his friend ordered paratha and beef fry at The Persian Table restaurant. They requested gravy to accompany the dry food, but the restaurant intentionally refused to serve it. As a result, they had to eat the dry food with great difficulty, causing inconvenience and emotional distress.

This conduct amounts to a restrictive trade practice under the Consumer Protection Act, 2019, which ensures the consumer's right to seek redressal against unfair and exploitative practices. The restaurant's policy appears to be designed to compel customers to buy an additional curry to get basic gravy, thereby exploiting consumers.

Such denial also constitutes a deficiency in service under Section 2 (11) of the Act. The restaurant failed to meet the expected standard of service by ignoring a customer, committing an omission that caused inconvenience. This action reflects negligence and a deliberate disregard for consumer needs.

The complaint also references Section 21 of the Act, read with the Food Safety and Standards Act, 2006, which defines food as any item intended for human consumption. Serving food without its essential accompaniments (such as gravy for dry dishes) undermines the quality and completeness of the food item offered.

Further, the Consumer Protection Act, 2019 define "harm" to include mental agony and emotional distress, and "injury" as harm caused to the body, mind, or property. The complainant argues that the restaurant's conduct caused such harm, amounting to a denial of natural justice and degrading treatment.

The complainant prays that the Commission may kindly accept the complaint on file and initiate appropriate proceedings against the establishment for the violation of consumer rights.

The key issues to be decided are:

- Whether the complaint maintainable or not?
- Whether there exists a consumer dispute arising from this transaction?
- Whether the complaint discloses a cause of action warranting adjudication under the Consumer Protection Act, 2019?

Upon perusal of the complaint, supporting document, and oral submissions, the Commission makes the following observations:

The complainant has not raised any grievance regarding the quality, quantity, or safety of the food items that were ordered, consumed, and paid

for. The core issue raised pertains solely to the non-availability of gravy, which was neither promised nor charged for.

Under Section 2(11) of the Consumer Protection Act, 2019, "deficiency" means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance of services which is required to be maintained under law or contract. In the instant case, there was no contractual obligation—express or implied—on the part of the O.P. to provide gravy.

Therefore, the non-providing of gravy at the time of supplying porotta and beef cannot be considered as a deficiency in service from the part of opposite party No.1 and 2, and hence no enforceable consumer relationship arises in this respect.

It is a settled position of law that unless there is a direct nexus between the service availed and the consideration paid by the complainant, a complaint would not be maintainable under the Consumer Protection Act, as the existence of a transactional relationship is a pre-requisite to invoke the jurisdiction of the Consumer Commission.

In the instant case, there is no evidence of any misrepresentation, false promise, or deceptive trade practice committed by the Opposite Party. Neither the menu nor the bill suggests that gravy was included with, or promised alongside, the ordered dishes. A restaurant's internal policy regarding accompaniments cannot, in the absence of a legal or contractual obligation, be construed as a deficiency in service.

The present complaint, based entirely on the non-provision of a free accompaniment not included in the purchase terms, falls in this category.

ORDER

After careful consideration of all the issues mentioned above, the Commission finds that the complaint is not maintainable under the provisions of the

Consumer Protection Act, 2019, and accordingly, it is dismissed. There shall be no order as to costs.

Pronounced in the Open Commission this the 19th day of May, 2025.

D.B. Binu, President

V. Ramachandran, Member

Sreevidhia T.N, Member

Date of Despatch

By Hand::

By post::

BR/