

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

AT Patna

Consumer Complaint No. _____ of 2026

IN THE MATTER OF:

Radha Singh

S/o / W/o Balchand Singh

Age: 23 years

R/o Adrees 1

... Complainant

Versus

Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456

... Opposite Party

**CONSUMER COMPLAINT UNDER SECTION 35 OF THE CONSUMER
PROTECTION ACT, 2019**

TO,
THE HONOURABLE PRESIDENT AND MEMBERS,
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
Patna

MOST RESPECTFULLY SHOWETH:

1. That the Complainant, Smt./Shri Radha Singh, S/o Balchand Singh, aged 23 years, residing at Adrees 1, is a "consumer" within the meaning of Section 2(7) of the Consumer Protection Act, 2019, having purchased goods from the Opposite Party for consideration and for personal use and consumption. The Complainant is competent to file the present complaint and is entitled to all reliefs as prayed for herein.

2. That the Opposite Party, Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456, is engaged in the manufacture, bottling, marketing, distribution, and sale of

carbonated soft drinks and related beverages to the general public across India, including within the jurisdiction of this Hon'ble Commission. The Opposite Party is amenable to the jurisdiction of this Hon'ble Commission and is a necessary party to the present proceedings.

3. That on 02.06.2026, the Complainant purchased a carbonated soft drink product manufactured and sold by the Opposite Party, Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456, against Invoice No. 45345tr dated 02.06.2026, for a total consideration of Rs. 23/- (Rupees Twenty-Three Only), paid in cash. The said purchase was made by the Complainant for personal consumption, and the Complainant rightfully placed trust and confidence in the Opposite Party as a reputed manufacturer and distributor of consumer beverages.

4. That upon consumption of the said product and upon closer examination of its packaging, label, and composition, the Complainant discovered and became aware of the following harmful and injurious substances present in the product sold by the Opposite Party, Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456, which were not adequately disclosed or warned against:

(a) **High Sugar Content:** A single can/container of the said product was found to contain excessive added sugars, often exceeding 39 grams per serving, which is capable of causing insulin spikes and long-term metabolic disorders in consumers, thereby posing a serious health hazard;

(b) **4-MEI (Caramel Color By-product):** The said product was found to contain 4-Methylimidazole (4-MEI), a by-product arising from industrial caramel coloring used in the product, which certain advocacy groups and scientific researchers have identified as posing potential carcinogenic risks, inasmuch as regulatory agencies differ on the limits of safe human exposure to this compound;

(c) **Phosphoric Acid:** The said product was found to contain Phosphoric Acid, added for flavoring purposes and to suppress the emetic effect of high sugar content, which imparts a high level of acidity to the beverage (approximately pH 3.2), actively

eroding tooth enamel upon consumption and interfering with calcium absorption in the human body, thereby causing demonstrable harm to the consumer's dental and skeletal health;

(d) **Caffeine:** The said product was found to contain Caffeine, a psychoactive stimulant, which upon regular consumption is known to cause physical dependency, disruption of normal sleep patterns, increased heart rate, anxiety, and jitters, none of which risks were adequately disclosed by the Opposite Party to the Complainant or the general consuming public;

(e) **Plastic Container Toxins (PET Packaging):** The said product was packaged in a plastic container made of Polyethylene Terephthalate (PET), and studies conducted by India's Drugs Technical Advisory Board and other government-commissioned research have identified trace amounts of heavy metals, including lead and cadmium, as well as other chemical compounds, leaching from such plastic packaging into the beverage contained therein, particularly when the product is stored at higher temperatures — a risk to which the Complainant was directly exposed upon purchasing the said product.

5. That the Complainant submits that the aforesaid substances and their associated health risks were not brought to the knowledge of the Complainant in a clear, adequate, prominent, or conspicuous manner on the product label, packaging, or accompanying literature at the time of purchase. The Opposite Party, Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456, failed to provide adequate health warnings, failed to disclose the precise quantities of each harmful substance, and failed to caution consumers, including the Complainant, of the well-documented risks associated with the consumption of and exposure to the said substances, thereby depriving the Complainant of an informed choice.

6. That the Complainant, upon becoming aware of the aforesaid defects, hazardous ingredients, and inadequate disclosures, attempted to bring the matter to the attention of the Opposite Party, Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456, by

lodging a grievance and seeking redressal, including a request for explanation regarding the composition and safety of the product. However, the Opposite Party failed and neglected to provide any satisfactory response, redressal, or remedial action, leaving the Complainant without any resolution and causing the Complainant significant mental agony, harassment, and apprehension about the health consequences of having consumed the said product.

7. That the conduct and omissions of the Opposite Party, Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456, as detailed hereinabove, amount to and constitute:

(a) A "**defect**" within the meaning of Section 2(10) of the Consumer Protection Act, 2019, inasmuch as the product sold to the Complainant is deficient in quality and safety standards, contains substances hazardous to health, and does not conform to the standards prescribed under applicable law or reasonable consumer expectation;

(b) A "**deficiency in service**" within the meaning of Section 2(11) of the Consumer Protection Act, 2019, inasmuch as the Opposite Party failed to maintain adequate quality, adequacy of disclosure, and standards of consumer safety, and failed to redress the legitimate grievance of the Complainant; and

(c) An "**unfair trade practice**" within the meaning of Section 2(47) of the Consumer Protection Act, 2019, inasmuch as the Opposite Party adopted deceptive and misleading practices by concealing material information regarding the harmful composition of its product, suppressing health risks associated therewith, and promoting and selling a product without making adequate, truthful, and complete disclosures to the consuming public, including the Complainant.

8. That this Hon'ble District Consumer Disputes Redressal Commission has territorial jurisdiction to entertain, try, and adjudicate the present complaint. The Complainant submits that the cause of action, in whole or in part, arose within the territorial limits of this Hon'ble Commission's jurisdiction, inasmuch as the purchase of the impugned product was made by the Complainant within the local limits of this Commission's jurisdiction, the Invoice No. 45345tr dated 02.06.2026 was issued within such

territory, and the payment of Rs. 23/- was effected therein. Accordingly, this Hon'ble Commission has the requisite territorial jurisdiction to try and adjudicate the present complaint in terms of Section 34 of the Consumer Protection Act, 2019.

9. That this Hon'ble District Consumer Disputes Redressal Commission has pecuniary jurisdiction to entertain the present complaint. The Complainant submits that the total value of the goods purchased, being Rs. 23/- (Rupees Twenty-Three Only) as evidenced by Invoice No. 45345tr dated 02.06.2026, along with the compensation claimed herein, falls within the pecuniary limits prescribed for the District Consumer Disputes Redressal Commission. It is respectfully submitted that as per the Consumer Protection (Jurisdiction of the District Commission, the State Commission, and the National Commission) Rules notified on 21 December 2021, the District Commission is vested with jurisdiction to adjudicate complaints where the value of the goods or services paid as consideration does not exceed Rs. 50,00,000/- (Rupees Fifty Lakh Only). The total consideration paid in the present matter being well within the said limit, this Hon'ble Commission is the appropriate forum.

10. That the present complaint is filed within the period of limitation prescribed under Section 69 of the Consumer Protection Act, 2019. The cause of action first arose on 02.06.2026, being the date of purchase of the impugned product vide Invoice No. 45345tr, and the present complaint is being filed within a period of two years from the said date, as mandated by Section 69(1) of the Consumer Protection Act, 2019. The complaint is therefore within limitation and is maintainable before this Hon'ble Commission.

11. That on account of the defective and hazardous product sold by the Opposite Party, Pepsico pvt. ltd., 5th MG Road, Andheri Mumbai, 123456, the unfair trade practice adopted, the failure to make adequate disclosures, and the failure to redress the Complainant's grievance, the Complainant has suffered financial loss, physical risk, mental agony, harassment, and distress. The Complainant is therefore entitled to and hereby claims the following:

(a) Refund of the purchase price of Rs. 23/- (Rupees Twenty-Three Only) paid vide Invoice No. 45345tr dated 02.06.2026;

(b) Compensation for mental agony, harassment, and distress suffered by the Complainant at the hands of the Opposite Party, amounting to Rs. 1,00,00,000/- (Rupees One Crore Only); and

(c) Costs of litigation amounting to Rs. 10,00,000/- (Rupees Ten Lakh Only);

all as may be deemed just, fit, and proper by this Hon'ble Commission in the facts and circumstances of the present case.

PRAYER

In view of the facts and circumstances stated hereinabove, it is most respectfully prayed that this Honourable Commission may be pleased to:

- a) Direct the Opposite Party to refund the entire consideration of Rs. 23/- paid by the Complainant along with interest at the rate of 12% per annum from the date of payment till actual refund;
- b) Direct the Opposite Party to pay compensation of Rs. 10000000/- towards mental agony, harassment, and inconvenience suffered by the Complainant;
- c) Direct the Opposite Party to pay Rs. 1000000/- towards the cost of litigation;
- d) Pass such other and further orders as this Honourable Commission may deem fit and proper in the facts and circumstances of the case.

VERIFICATION

I, Radha Singh, the Complainant herein above named, do hereby verify that the contents of paragraphs 1 to 11 of the above complaint are true and correct to the best of my knowledge and belief, and nothing material has been concealed therefrom.

Verified at Patna on this _____ day of _____, 2026.

Radha Singh

(Complainant)

THROUGH:

Abhi Projects

Advocate

Enrollment No. _____

Place: Patna

Date: 18 June 2026

AI-assisted draft — verify with applicable law before filing. Lawie does not provide legal advice.