

Complaint filed on : 02.06.2025
Disposed on : 27.05.2026.

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
KANNIYAKUMARI DISTRICT, at NAGERCOIL.**

Present: Thiru. Y. Gladstone Blessed Tagore, B.Sc., LL.B., President.

Thiru. S. Nagendran, B.Com., Member.

Wednesday, the 27th day of May, 2026

CONSUMER COMPLAINT No. 60/2025

Y. Jershini, D/o. D. Yesudhas,
Devarvillai, Mullankanavilai – 629 157,
Vilavancode Taluk, Kanniyakumari District.

... Complainant

-Vs-

1) The Manager, V-Care Skin,
64/3, Swaram Tower, Thalavai Street,
Meenakshipuram, Nagercoil - 629 001,
Kanniyakumari District.

2) The Manager, V-Care Skin Clinic,
Corporate Office Prince Info Park,
Tower B, 1st Floor, No.81B, 2nd Main Road,
Ambattur Industrial Estate, Chennai – 600 058.

... Opposite parties

This complaint came before us for final hearing, on 04.05.2026, in the presence of Thiru. A. Joseph Ranjeev Das, advocate, for the complainant and of Thiru. P. R. Dhilipkumar, advocate, for the opposite parties and upon hearing the arguments of both sides, considering the entire materials and having stood over till this day for consideration, this Commission today pronounced the following :-

ORDER**Thiru. Y. Gladstone Blessed Tagore, B.Sc., LL.B., President**

Negligence, in giving hyper pigmentation treatment, is the reason for this complaint.

Case of the complainant:-

2. Complainant took hyper pigmentation treatment, from the 1st opposite party. On 07.12.2024 complainant paid Rs.52,689/- to the 1st opposite party. Complainant was given Q- switch laser face treatment. To the complainant, immediately after the Q-switched laser procedure, on 22.02.2025, the 1st opposite party applied a rose mask, soaked in hot water. It damaged the skin and caused irritation. Complainant had severe acne and facial breakouts. Pimples started coming up in the cheeks. The negligence treatment is deficiency in service. It gave mental agony and mental strain. The opposite parties are to be directed to refund Rs.52,689/- paid by the complainant. For mental strain, mental agony and deficiency in service, a compensation amount of Rs.25,00,000/- is to be ordered.

Case of the opposite parties :-

3. The skin test revealed, that the skin of the complainant was Dehydrated. Between Q – switch and rose mask, intermediary Aloe Gel was applied. Rose mask was not applied immediately after Q-switch treatment. Complainant willfully discontinued, the proper treatment. Till she was using the products, prescribed by the opposite parties, she was getting good result. After she stopped taking the home care products, pimples and acnes started appearing. Complainant naturally has oily skin. Opposite parties are willing to give refund.

To defame the good will of the opposite parties and to extract money, this complaint was filed. Hence complaint is to be dismissed.

4. On the side, of the complainant, her Proof Affidavit was filed, as P.W.1 and twelve documents, Ex. A. 1 to Ex. A. 12 were marked. On the side of the opposite parties, Proof Affidavit of R.W.1 was filed and Ex.B.1 to Ex.B3 were marked.

5. Both sides have filed written argument notes. The oral argument advanced by both sides were heard.

6. The points for consideration are :-

- (i) Whether the opposite parties committed deficiency in service?
- (ii) What are the reliefs, the complainant is entitled to?

Point nos. (i) and (ii) :-

7. Complainant took hyper pigmentation treatment, from the 1st opposite party . She paid Rs.52,689/- as treatment charges. The photographs, of the face of the complainant, were marked by the opposite parties as Ex.B.2 and the photographs of the complainant with pimples, on her face, were marked as Ex.A.4. According to the opposite parties, the complainant abruptly stopped the treatment. But, according to the complainant, immediately after Q-switch laser procedure, rose mask, soaked in hot water was applied on her face. But according to the opposite parties, between Q-switch and rose mask, aloe gel intermediary was applied. Anyhow, the complainant had acne and pimples on her face. According to the opposite parties, this complaint was filed to extract money and to defame the name of the opposite parties. Only the complainant selected the opposite parties for her treatment. If, the treatment was perfect and alright, there is no necessity for the complainant to file a false case against

the opposite parties. Complainant is a young girl of just 24 years old. Pimples and acne made the face of the complainant ugly. Ex.A.12 proves that the complainant is still under skin treatment from some other clinic. There is no reason, for the complainant, to file a false case against the opposite parties. Conversation marked as Ex.A.11 strengthens the evidence of the complainant. From the clear evidence of the complainant, it appears that immediately after Q-switch laser procedure, rose mask soaked in hot water was applied, on her face and this damaged her skin, resulting in acne and pimples. Complainant proved that the opposite parties committed deficiency in service. It would have given severe mental strain and mental agony to the complainant.

8. Because of the negligence of the opposite parties, at the time of giving treatment, complainant suffered lot, with acne and pimples. So, the opposite parties shall refund, the amount paid by the complainant, for treatment Rs.52,689/- with 6.5% interest, from the date of filing of this complaint on 26.05.2025, till the date of disposal of this case, on 27.05.2026. The negligence, of the opposite parties, caused further financial loss to the complainant. Ex.A.12 proves that for the further treatment, taken by the complainant from Pravin Skin Laser and Cosmetic Centre, Nagercoil, she incurred a medical expenditure of Rs.20,185/- as on, 26.02.2025. Therefore, opposite parties shall pay a consolidated compensation amount of Rs.2,00,000/- to the complainant, for mental strain, mental agony, financial loss and deficiency in service. Opposite parties shall pay Rs.10,000/- as cost, to the complainant. Hence point nos. (i) and (ii) are decided in favour of the complainant.

In the result, this complaint is allowed, that the opposite parties, shall refund the amount paid, for treatment Rs.52,689/-, to the complainant, with

6.5% interest, from 26.05.2025, the date of filing of this complaint, till 27.05.2026, the date of disposal of this case. Opposite parties shall pay a consolidated compensation of Rs.2,00,000/-, for mental strain, mental agony, financial loss and deficiency in service and Rs.10,000/- as cost, to the complainant. The liability, of the Opposite Parties, is joint and several. These amounts, shall be paid by the Opposite Parties, within one month, from the date of receipt of a copy of the order. In case of default to pay the amount, thereafter the Opposite Parties, shall pay 9% interest per annum, for these amounts, to the complainant, till the date of realization.

Dictated, by the President, to the steno-typist, transcribed and typed by her, in the computer, corrected and pronounced by us, in the open commission, on this the 27th day of May, 2026.

Sd/- xxx
MEMBER

Sd/-xxx
PRESIDENT

Complainant side witness :-

P.W.1 : Y. Jershini (complainant)

Complainant side documents:-

Ex. A. 1 : - Copy of bill history given by the opposite parties
 Ex. A. 2 : - Copy of diagnosis report
 Ex. A. 3 : 07.12.2024 Copy of treatment sitting details
 Ex. A. 4 : - Copy of photographs
 Ex. A. 5 : - Copy of messages
 Ex. A. 6 : 03.02.2025 Copy of legal notice
 Ex. A. 7 : - Acknowledgement card
 Ex. A. 8 : - Acknowledgement card

- Ex. A. 9 : 13.05.2025 Copy of agreement
Ex. A.10 : 21.09.2025 Copy of diagnosis details
Ex. A.11 : - Copy of conversation messages and Pendrive
Ex.A.12 : - Copy of medical bill given by the Kumari Medicals

Opposite parties side witness :-

R.W.1 : S. Mareeswaran (Administrative Officer of O.Ps)

Opposite parties side documents:-

- Ex.B.1 : - Copy of medical record
Ex.B.2 : - Copy of photographs
Ex.B. 3: - Copy of regular client diagnosis report

**Sd/- xxx
MEMBER**

**Sd/-xxx
PRESIDENT**

**BEFORE THE KANNIYAKUMARI DISTRICT
CONSUMER DISPUTES REDRESSAL
COMMISSION, NAGERCOIL.**

C.C.NO: 60/2025

ORDER

DATED: 27.05.2026