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LSL LIVE CASE STUDY 01

Discounted Goods, Undisclosed Defects, and Consumer Rights in Bangladesh

*An Evidence-Based Live Case Study of a Retail Garment Dispute
at Signature Lifestyle, Uttara*

ORIGINAL

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OPEN REVIEW

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Publication Integrity

This is an academic research-based case analysis, not a court judgment, regulatory finding, legal representation, or final determination of liability. The final clean replacement is preserved as a central remedial fact. Current company web materials are used only as contextual evidence and do not automatically establish the exact incident-date in-store contract.

Abstract

This paper examines a retail consumer dispute that occurred on 13 September 2026 at Signature Lifestyle's Uttara Flagship outlet in Dhaka, Bangladesh. The author was the purchaser and a direct participant in the incident. The disputed item was a light-coloured TOMMY SWEAT SHIRT purchased as ordinary new merchandise for BDT 860 after a 60% discount from an MRP of BDT 2,150. The author-participant states that no stain, defect, seconds classification, or defect-specific sale restriction was disclosed before payment. After returning home, and before wearing or washing the garment, he identified substantial dirt or staining around the shoulder, arm, and sleeve areas. He returned to the outlet approximately two hours and twelve minutes after purchase and requested replacement. Store-side staff acknowledged the dirt/stain and store-side responsibility or error in substance, and stated that they did not sell defective products, but initially refused replacement because the item had been sold on offer. The receipt itself contained printed wording allowing exchange within seven days, while a red stamp stated that offer products could not be changed or refunded. The author-participant states that the stamp was applied only after payment and was not verbally explained before the transaction. Following further structured questioning and disclosure of the author's corporate identity, the store replaced the item with a clean piece without additional payment.

The study uses doctrinal legal research, documentary and audiovisual evidence analysis, case reconstruction, and interdisciplinary scholarship. Its primary legal framework is the Consumer Rights Protection Act, 2009; the Sale of Goods Act, 1930; the Contract Act, 1872; and the Evidence Act, 1872. The paper argues that the strongest legal issue is not the discount itself, but whether an undisclosed materially stained garment sold as ordinary new merchandise constituted proper supply of the promised goods and satisfied the implied condition of merchantable quality. It also evaluates buyer examination, acceptance and rejection, variation of implied rights, post-payment terms, digital evidence, complaint routes, seller-side statutory safeguards, and the legal significance of final replacement. The interdisciplinary discussion addresses repeat-customer trust, discount psychology, retail lighting, complaint management, frontline governance, service recovery, and experiential legal education. The final conclusion is deliberately cautious: the facts create a strong *prima facie* consumer and sale-of-goods issue, but no offence or civil liability is declared because the matter was resolved at store level and was never adjudicated by a court or consumer authority.

Keywords: consumer rights; defective goods; merchantable quality; discounted products; contract terms; digital evidence; retail governance; Bangladesh; experiential legal education.

Research Integrity and Status Note

This study concerns a real retailer and a real transaction. It therefore distinguishes verified facts, documentary evidence, store-side acknowledgements, the author-participant account, inferences, and hypotheses. It does not characterize the retailer as having committed fraud, counterfeit trading, unlawful importation, or any other offence unless the available evidence and controlling law support that conclusion. The final clean replacement is given the same prominence as the initial refusal. Current company website materials were accessed after the incident and are used as contextual evidence only; they do not automatically prove the exact in-store contractual terms on 13 September 2026.

Author Positionality and Participant-Researcher Disclosure

I, Dawlat Hossan Sakib (DH Sakib), was the purchaser and direct participant in the transaction analysed in this paper, while also serving as its author and researcher. That position gives me first-hand factual access but also creates a foreseeable risk of participant-researcher bias. For that reason, limited first-person language is used when describing my own actions, observations, and reflective learning; the legal analysis, evidentiary assessment, seller-side arguments, and findings are written in a neutral academic voice wherever possible.

To reduce bias, my first-hand account is cross-checked against the receipts, payment record, original video, screenshots, applicable statutes, official company context, and the strongest plausible seller-side counterarguments. Where a proposition cannot be independently verified, it is not presented as a conclusive finding.

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1. Introduction

Discounting, promotional sales, final-sale designations, and exchange restrictions are ordinary features of retail markets. They are not inherently unlawful. The legal difficulty arises when a discounted product is sold as ordinary merchandise but is later alleged to have a material condition problem that was not disclosed before sale. In that situation, three ideas must be kept analytically separate: a price discount, a change-of-mind return, and a complaint about a pre-existing defect.

This case is useful because those categories collided in a short and unusually well-documented store interaction. The purchaser did not seek to return the garment because he changed his mind about style, size, or preference. He alleged that a product sold as ordinary new merchandise was materially dirty or stained. The store initially relied on an offer-product non-exchange position even after the condition and store-side mistake were substantially acknowledged. The matter was later resolved by clean replacement, so the dispute never proceeded to the Directorate of National Consumer Rights Protection (DNCRP), civil court, or Magistrate.

The research question is therefore not whether a named retailer should be publicly condemned. It is whether the available facts engage Bangladesh consumer and sale-of-goods law; how strong the competing arguments are; what evidentiary limits exist; and what legal, business, and educational lessons can be drawn from a dispute that was resolved before formal enforcement.

2. Case Background and Frozen Facts

On 13 September 2026, I purchased three garments from Signature Lifestyle's Uttara Flagship outlet during the same shopping session. The disputed product was separately invoiced as a TOMMY SWEAT SHIRT, product code P11401. The invoice recorded an MRP of BDT 2,150, a discount of BDT 1,290 (60%), and a net payment of BDT 860 by bKash at 16:18:18.

I selected and purchased the sweatshirt as a new or normal product. No salesperson informed me before purchase that the garment was defective, stained, damaged, seconds, or discounted because of a condition problem. The product was intended for another person. After returning home and preparing for later travel, I checked the garment again and identified substantial dirt or staining around the shoulder, arm, and sleeve areas. Before discovering the condition, I had not worn, washed, or otherwise used the garment.

I returned to the outlet at approximately 18:30, about two hours, eleven minutes, and forty-two seconds after the disputed invoice time. A video-derived screenshot displays 18:40, which is consistent with the recorded interaction beginning after I had already returned and the disagreement had developed.

Element	Frozen Record
Outlet	Signature Lifestyle, Uttara Flagship. Receipt address: Lift-01, House-62, Sonargaon Janapath Road, Sector-09, Uttara, Dhaka-1230.
Disputed item	TOMMY SWEAT SHIRT, Product Code P11401.

Element	Frozen Record
Transaction	13 September 2026, 16:18:18; MRP BDT 2,150; 60% discount; BDT 860 paid by bKash.
Sale status	Purchased as new/normal merchandise; no pre-sale defect or seconds disclosure reported.
Condition discovered	Substantial dirt/stain around shoulder, arm, and sleeve areas.
Use before complaint	No wearing, washing, or other use reported.
Return	Approximately 18:30; about 2h 11m 42s after purchase.
Pre-sale restriction disclosure	No verbal offer-product no-change/no-refund disclosure reported; purchaser did not see such notice before payment.
Receipt wording	Printed seven-day exchange wording and a red offer-product no-change/no-refund stamp appear on the same receipt.
Initial store position	Replacement initially refused because the item was an offer product.
Store-side acknowledgements	Dirt/stain, recent purchase, and store-side responsibility/mistake were acknowledged in substance; staff also stated that they did not sell defective products.
Resolution	Same product replaced with a clean piece without additional payment or refund adjustment.

2.1 The Receipt and the Policy Conflict

The receipt is legally important because it contains two different policy signals. The printed note states that an item purchased may be exchanged within seven days with the cash memo and tag, except undergarments. A red stamp, however, states that offer products cannot be changed or refunded. I state that the stamp was applied only after payment and that the restriction was not verbally explained to me before the sale.

The contradiction does not itself decide the legal issue. A retailer can maintain lawful return and exchange policies. The more precise question is whether the restrictive term formed part of the bargain, what rights it purported to exclude, and whether a general change-of-mind restriction can be applied to an undisclosed condition defect.

3. Research Questions and Methodology

3.1 Core Research Questions

1. Did the materially stained garment constitute proper supply of the promised product under sections 2(20)(e) and 45 of the Consumer Rights Protection Act, 2009?

2. Did the transaction satisfy the section 16(2) threshold that the goods were 'bought by description' and, if so, did the garment satisfy the implied condition of merchantable quality subject to the buyer-examination proviso?
3. Had the purchaser accepted the garment under sections 42-43, or did the same-day return remain within a factually reasonable period for rejection?
4. Was the offer-product no-change/no-refund term incorporated into the sale or otherwise capable of varying implied rights under Sale of Goods Act section 62?
5. What evidentiary value can be given to the receipt, original video, screenshots, transcript, and store-side acknowledgements?
6. What complaint, administrative, criminal, or civil pathways could have followed if replacement had been refused?
7. How should trust, discount psychology, retail lighting, complaint management, and service recovery be integrated without turning behavioural research into case-specific proof?
8. What advocacy and experiential-learning lessons can be drawn from the interaction?

3.2 Methodology

I use doctrinal legal research together with documentary case reconstruction and interdisciplinary analysis. Because I am also a direct participant in the incident, my memory and evaluation are not treated as self-proving evidence. Primary legislation is treated as controlling authority, and the factual record is reconstructed from purchase receipts, payment records, video-derived screenshots, the preserved original continuous phone video, a speech-to-text transcript, and subsequent factual clarifications. Where a staff response is not independently clear from the recording or transcript, reconstructed wording is not presented as a verbatim quotation.

The analytical sequence is: Fact -> Evidence -> Applicable Rule -> Application -> Counterargument -> Provisional Finding. The study also applies an inference boundary: general scholarship may explain plausible mechanisms, but it is not used to prove what a particular person thought or why a particular employee made a decision.

3.3 Source Hierarchy

Priority	Source Type	Use
1	Primary Bangladesh legislation and official legal texts	Controlling legal authority.
2	Original case documents and preserved audiovisual evidence	Primary factual/evidentiary foundation.
3	Official DNCRP materials and official company website pages	Procedural or contextual evidence.
4	Peer-reviewed scholarship and established academic books/reports	Interdisciplinary interpretation and legal-education context.
5	Speech-to-text and researcher notes	Derivative aids; never substitutes for the original record.

4. Evidence Framework and Limitations

The receipt is the strongest documentary source for product identity, price, discount, payment time, and the competing policy wording. The screenshots establish store context, a 60% OFF retail environment, the garment at the counter, and the 18:40 gallery timestamp. They do not independently establish the exact extent of staining or the content of the conversation.

The original continuous video is the strongest conversational source because it preserves sequence, tone, and short replies that automated transcription may miss. The recording did not begin at the first moment of the store interaction; it began after the purchaser understood that replacement was being refused. The speech-to-text output is therefore treated as a research aid, not a substitute for the original audiovisual record.

ID	Evidence	What It Supports	Limitation
E-01	Problematic-product receipt	Item, price, discount, payment time, printed exchange wording, red stamp.	High documentary weight; does not prove physical condition.
E-02	Second receipt	Confirms same shopping session and other purchases.	Context only; not the disputed item.
E-03	Garment-at-counter screenshot	Product present during dispute.	Visual context; exact stain extent not reliably quantifiable.
E-04	60% OFF showroom screenshot	Discount environment.	Supports context; disputed item's 60% discount independently shown by receipt.
E-05	Counter-interaction screenshot	Store discussion context and 18:40 gallery time.	Does not prove spoken content.
E-06	Original continuous video	Main argument, store responses, refusal, and resolution sequence.	Strongest conversational source; recording starts after initial discussion began.
E-07	Speech-to-text transcript	Substantial purchaser questions and some responses.	Derivative; quiet/overlapping staff replies may be omitted.
E-08	Purchaser factual clarifications	Pre-sale disclosure, unused status, return time, acknowledged points, final replacement.	Witness account; stronger where independently corroborated.

4.1 Digital Evidence under the Evidence Act

The Evidence Act, 1872 now expressly accommodates digital records. Section 17 recognizes admissions contained in digital records, while section 18 may make statements of a party or an agent relevant where the court regards the agent as expressly or impliedly authorized. Sections

65A and 65B provide the special proof framework for digital records and computer outputs. These provisions make native-file preservation legally meaningful.

Accordingly, the original phone video should be preserved separately from edited social-media clips, screenshots, and transcripts. If the material were later used in formal proceedings, authenticity, attribution, provenance, and the statutory digital-evidence requirements would have to be addressed. A retail staff member's statement is not automatically a binding corporate admission; role and authority matter.

5. Applicable Legal Framework

5.1 Consumer Rights Protection Act, 2009

The Consumer Rights Protection Act, 2009 is the principal consumer statute. Section 2(19) defines a consumer broadly to include a person who buys goods for consideration otherwise than for resale or commercial purpose. Section 2(20)(e) identifies as consumer-rights-opposed conduct a failure to properly sell or supply promised goods or services for the price paid. Section 45 provides the associated offence, punishable by up to one year imprisonment, a fine up to BDT 50,000, or both.

Section 3 makes the Act additional to other applicable laws, allowing the consumer statute to operate alongside the Sale of Goods Act and general contract principles. Section 44 addresses false or misleading advertising, but it is not a primary theory here unless a particular advertisement can be linked to the sale and shown to have been false and deceptive.

Section 60 requires a complaint within thirty days from the cause arising. Section 71 channels the consumer offence through the statutory authority route rather than allowing the consumer to bypass that process and directly initiate the offence before the trial Magistrate. Section 76 governs inquiry/investigation and provides that, if a complaint is proved and an administrative fine is collected, 25% of the collected fine is payable to the complainant, subject to the statutory framework. Sections 66-67 provide civil remedies, while section 78 contains important knowledge and producer-link safeguards that prevent automatic attribution of liability to a shop owner or director.

Because the Act is enacted in Bangla, the Bangla statutory text controls. Section 82 provides that the Bangla text prevails in the event of conflict with an English translation. The English formulations in this paper are therefore functional translations for analysis, not replacements for the original statutory language.

5.2 Sale of Goods Act, 1930

The Sale of Goods Act provides an important doctrinal framework for the condition of the garment. Section 2(12) states that 'quality of goods' includes their state or condition. Section 16(2) creates an implied condition of merchantable quality where goods are bought by description from a seller dealing in goods of that description, subject to a proviso excluding defects that the buyer's examination ought to have revealed. Because I selected a particular garment in a physical showroom, the threshold question whether this transaction legally qualifies as goods 'bought by description' should not be assumed; it remains a fact-and-law issue that must be satisfied before section 16(2) is relied upon as the principal implied-quality rule.

Sections 12-13 distinguish conditions and warranties and are relevant if acceptance has already occurred. Section 41 addresses the opportunity to examine goods not previously examined; section 42 defines acceptance; section 43 addresses rejection; and section 63 states that what constitutes a reasonable time is a question of fact. Section 62 permits implied rights, duties, or liabilities to be varied by express agreement, course of dealing, or binding usage.

Two doctrinal questions therefore deserve separate attention: first, whether the transaction satisfies the 'bought by description' threshold for section 16(2); and second, if it does, whether the buyer-examination proviso excludes the particular defect. The case cannot be decided simply by asking whether a stain existed. It also matters how the sale is legally characterized, what examination occurred, what the purchaser could reasonably have observed, and whether the stain was a defect that such examination ought to have revealed.

5.3 Contract Act, 1872

The Contract Act supplements the Sale of Goods Act. Sections 7-10 address acceptance, promises, and the requirements of an enforceable agreement. Section 62 concerns substitution, rescission, or alteration of an existing contract by agreement. For the present dispute, however, Contract Act section 62 is supplementary rather than the primary exclusion-clause rule. The more direct question is whether the restrictive term was incorporated into the sale under Sale of Goods Act section 62.

5.4 Professional-Status Boundary

For public-facing LSL case-study work, academic research must remain distinct from legal representation. The Bangladesh Legal Practitioners and Bar Council Order, 1972 defines an advocate by enrolment on the Bar Council roll and restricts practice of the profession of law to advocates, subject to the Order. This paper is therefore framed as academic legal research and legal education, not representation of a client or practice before a court.

6. Legal Analysis

6.1 Proper Supply of the Promised Goods

The strongest purchaser-side theory is deliberately narrow: the bargain was for an ordinary new sweatshirt, no stain or defect was disclosed, and the delivered garment was materially stained. If those facts were established, section 2(20)(e) and section 45 of the Consumer Rights Protection Act could be engaged because the goods supplied may not have corresponded with the promised state of the product.

The strength of this argument comes from the combination of normal-sale representation, no defect disclosure, prompt discovery before use, and store-side acknowledgement of the condition and store-side error in substance. The seller-side response would be that the stain's origin and timing were not forensically established and that the purchaser physically selected the item. Because no authority investigated the incident, the proper conclusion is a strong *prima facie* issue rather than a finding of an offence.

6.2 Merchantable Quality and Buyer Examination

Section 16(2) is potentially central, but only if its threshold requirements are met. The provision applies where goods are bought by description from a seller dealing in goods of that description, and section 2(12) expressly includes the physical state or condition of the goods within 'quality.' A garment sold as ordinary new merchandise would ordinarily be expected to be in a condition reasonably suitable for ordinary wearing or gifting, so a material stain may support a quality objection. However, because the item was physically selected in a showroom, the paper does not assume without analysis that the transaction was necessarily a sale by description for section 16(2) purposes.

If the 'bought by description' threshold is satisfied, the proviso must still be taken seriously. If the buyer examined the garment and the stain was a defect that the examination ought to have revealed, the implied condition does not cover that defect. This is why trust and lighting observations remain contextual rather than dispositive. A decision-maker would need to evaluate both the legal characterization of the sale and the actual opportunity and quality of examination, including the visibility of the stain, the colour/contrast of the fabric, and the circumstances of the transaction.

6.3 Prompt Rejection, Acceptance, and Reasonable Time

The purchaser returned in approximately two hours and twelve minutes and reports that the garment had not been worn, washed, or otherwise used. Those facts weigh against acceptance by prolonged retention or conduct inconsistent with the seller's ownership. Section 63 prevents a mechanical rule: two hours is not automatically 'reasonable' merely because it is short. Yet the same-day return, absence of use, and immediate request for replacement are materially favourable facts for the purchaser.

The legal sequence also matters. If the merchantable-quality obligation was an implied condition and acceptance had not occurred, rejection may remain available. If acceptance had occurred, section 13 may convert the breach into a warranty remedy rather than an unlimited right to reject. This structure is more precise than the broad proposition that any defective product can always be returned.

6.4 The Post-Payment 'Offer Products Cannot Be Changed or Refunded' Stamp

The restrictive stamp is not legally decisive simply because it appears on the receipt. Sale of Goods Act section 62 permits variation of implied rights through express agreement, course of dealing, or binding usage. The purchaser states that the restriction was not disclosed before payment and that the stamp was applied afterward. The receipt simultaneously contains printed wording permitting exchange within seven days, except undergarments.

On the present evidence, the seller would face a real incorporation and interpretation problem. At the same time, the stamp should not be declared universally void. If the retailer could prove clearly visible pre-sale signage, tag-level final-sale wording, a prior course of dealing, or other evidence of agreement, the analysis could change. The defensible conclusion is therefore that the current record does not show strong evidence of clear pre-contract assent to the blanket restriction.

6.5 Store-Side Acknowledgements

The recorded interaction, as clarified by the purchaser, contains several important points: the garment was dirty/stained; the store had responsibility and made a mistake; the business did not sell defective products; and the purchase had occurred only a short time earlier. These acknowledgements can narrow the factual dispute, particularly on product condition and chronology.

They should not, however, be transformed into an admission that a statutory offence was committed. A staff member's acknowledgement of a service mistake is not the same as a legal conclusion under section 45. Formal attribution to the business would also depend on evidentiary rules concerning agency, authority, and authenticity.

6.6 The Final Replacement and Proportionality

The store ultimately supplied a clean replacement of the same product without additional payment. This is a major legal and ethical fact. It provided the immediate practical remedy sought and materially reduced the need for a replacement or refund claim. It also makes substantial civil damages more difficult unless independent quantifiable loss can be established.

The later cure does not erase the original supply or the initial refusal, but it changes the proportionality of any further enforcement analysis. A balanced research paper must avoid two distortions: treating the replacement as proof that nothing problematic occurred, or treating the initial refusal as if the store never corrected it.

7. Seller-Side Counterarguments

Seller Argument	Legal Force	Limitation
Buyer inspected/handled the garment in-store	Invokes the section 16(2) examination proviso.	Depends on the actual extent and adequacy of examination; an in-store viewing is not automatically conclusive.
Offer policy excluded exchange	Potentially valid if incorporated through express agreement, course of dealing, or binding usage.	Current evidence does not show clear pre-sale disclosure; printed seven-day exchange wording creates ambiguity.
Stain could have arisen after delivery	Challenges causation and original condition.	Prompt return, no use, and store-side acknowledgement may reduce but do not eliminate this argument.
Staff apology was customer-service language	Correctly separates operational error from legal liability.	The paper therefore treats acknowledgements as factual, not dispositive legal admissions.
Replacement cured the matter	Strong practical and remedial point.	Cure mitigates the dispute but does not retroactively determine whether the original supply/refusal complied with law.

8. Business Governance and Consumer Psychology

8.1 Repeat-Customer Trust

I had been a repeat customer, and my own account is that trust in the retailer reduced the intensity of my inspection. Relationship-marketing theory treats trust as a central feature of successful relational exchange (Morgan & Hunt, 1994). That literature does not prove that trust caused me to miss the stain. It does, however, support the broader proposition that established trust can alter how customers rely on sellers and brand-level expectations.

This point should remain separate from the legal buyer-examination rule. Trust may explain behaviour, but it does not displace section 16(2). The retailer's governance interest is different: where customers rely on the brand as a quality heuristic, inconsistent frontline quality control can create a larger reputational cost than the price of the disputed item.

8.2 Discount Psychology

Lee and Chen-Yu (2018) found that larger apparel discounts can increase perceived savings and positive discount-related affect while also directly reducing perceived quality. The results show that discount perception is psychologically complex. The implication for this case is modest but important: a 60% discount may affect expectations, but it is not the same as informed consent to an undisclosed defect.

8.3 Retail Lighting

Research indicates that lighting colour and temperature can affect shoppers' perception of product quality (Tešić et al., 2022). My observation at the time was that the showroom lighting made the stain appear less obvious. That observation is plausible as context, but it is not proven causation because no illuminance measurement, controlled comparison, or visibility testing was conducted in this case.

For governance purposes, the lesson is preventive rather than accusatory: adequate neutral lighting at inspection or checkout points can reduce disputes involving light-coloured garments and subtle surface marks.

8.4 Complaint Management and Frontline Decision-Making

Complaint-management research treats complaints as a strategic retention and learning system rather than only a transaction cost (Fornell & Wernerfelt, 1988). Johnston and Mehra (2002) identify speed, closure, human interaction, strategic use of complaints, and a combination of decentralised and centralised responsibility as elements of best practice.

Frontline empowerment is also important but should not be oversimplified. Ogbeide et al. (2017) associate effective complaint handling with employee empowerment, fair compensation, and promptness. Santos et al. (2019) show that empowerment is most useful in interaction with streamlined recovery processes rather than as a stand-alone solution. For this case, the stronger governance recommendation is a clear defect protocol, proportionate frontline authority, and rapid supervisor escalation.

8.5 Ethical Work Climate and Policy Consistency

Lau et al. (2017) found that perceived ethical work climate was positively related to proactive customer-service performance in a retail setting. That evidence supports a systems-level question: are receipt terms, stamps, website policies, staff explanations, and actual defect-resolution practices aligned? The ethical objective is not to identify a single employee to blame, but to design a system in which the correct response is clear, repeatable, and independent of customer status.

8.6 Service Recovery

The final replacement was a successful recovery outcome, but service-recovery research warns against treating the material remedy as the whole experience. Smith, Bolton, and Wagner (1999) show that customers evaluate recovery through fairness-related considerations as well as outcomes. De Matos et al. (2007) further show that a recovery paradox is not consistently observed across repurchase, word-of-mouth, and corporate-image outcomes. The replacement therefore mitigates the incident; it does not prove that the relationship or reputation necessarily improved.

9. Counterfactual Regulatory and Remedy Path

Because the item was replaced, formal enforcement did not occur. The following analysis is counterfactual and educational: it describes what legal path could have existed if the store had maintained its refusal.

Stage	Possible Action	Significance
Stage 1	Outlet-level complaint and replacement request	Actually occurred and resolved.
Stage 2	Corporate/management escalation	Optional internal step; not a statutory prerequisite.
Stage 3	Written consumer complaint	Must satisfy the statutory 30-day limitation.
Stage 4	Inquiry/investigation	Authority may verify records and evidence relevant to the alleged contravention.
Stage 5	Administrative measures	Possible fine or other measures where statutory requirements are met.
Stage 6	Criminal/civil pathways	Statutory prosecution route and civil replacement/refund/provable compensation are distinct.

9.1 DNCRP Complaint Route

Section 60 of the Consumer Rights Protection Act requires complaint within thirty days from the cause arising. Section 71 channels the consumer offence through the statutory authority route rather than a direct consumer filing before the trial Magistrate. Current DNCRP public information provides hotline 16121 and an online complaint route. A disciplined complaint would attach the receipt, payment proof, chronology, original media where appropriate, and a concise account of the disputed policy and remedy sought.

9.2 Investigation Scope

The Act gives the Director General and authorized officers investigation and record-verification powers relating to the alleged contravention. Product-related supplier invoices, source records, or importer/distributor information could become relevant if they materially bear on the disputed product or responsibility. That does not create an unlimited right to inspect unrelated business affairs.

9.3 Foreign Brand, Source, and Authenticity Questions

During the incident, I considered that a formal investigation might generate questions about source documentation for branded garments. The Consumer Rights Protection Act can make an importer or distributor of certain foreign-produced goods legally relevant to the definition of producer. Signature Lifestyle's current FAQ states that it sources original export-surplus/imported stock from trusted suppliers and that brand names refer to the original manufacturer; its current website also presents the business as an independent retailer rather than an official licensed distributor unless stated otherwise.

Those current public statements make source and authenticity legitimate secondary research questions only if contradictory evidence emerges. Discounted branded merchandise, export-surplus sourcing, or independent retail status does not by itself establish counterfeit trading, unlawful importation, trademark infringement, or procurement misconduct. No such finding is made in this paper.

10. Advocacy and Reflective Legal Learning

10.1 Structured Fact Elicitation, Not Courtroom Cross-Examination

The showroom interaction was not formal cross-examination. There was no sworn witness, judge, or courtroom procedure. Its educational value lies instead in structured fact elicitation: moving the discussion from price and policy toward condition, responsibility, disclosure, chronology, remedy, and escalation authority.

Questioning Stage	Professional Form	Learning Value
Condition	Confirm the observable defect first.	Keeps the dispute anchored to fact.
Transaction	Confirm purchase time, sale status, and prior disclosure.	Builds chronology and contractual context.
Policy	Ask where and when the restrictive rule was disclosed.	Tests incorporation rather than debating slogans.
Responsibility	Separate operational responsibility from legal liability.	Avoids converting an apology into a legal confession.
Remedy	Ask who can authorize replacement/refund.	Moves the dispute toward solution.
Escalation	Identify management or statutory route calmly.	Preserves professionalism and proportionality.

10.2 Correcting the Initial Legal Classification

During the spontaneous interaction, I initially used broad human-rights language. After re-examining the primary legal sources, I corrected that classification: the direct doctrinal framework is consumer protection, sale of goods, and contract. This self-correction is not treated as a weakness in the research record. It is a core legal-reasoning skill: an initial moral intuition should be tested against controlling authority and revised when the law points elsewhere.

10.3 Experiential Legal Education

For me, the case developed into a reflective-learning sequence: concrete experience, real-time response, later evidence review, abstract legal conceptualization, and development of a better future questioning protocol. This is consistent with experiential and reflective professional-learning literature (Kolb, 1984; Schön, 1983).

The LSL Live Case Study model is also consistent with legal-education literature that emphasizes integration of doctrine, practical skill, and professional responsibility. Best Practices for Legal Education gives dedicated attention to experiential courses, problem-solving, professional roles, and learning from experience, while Educating Lawyers argues for a more integrated formation of legal analysis, lawyering practice, and professional identity (Clinical Legal Education Association, 2007; Sullivan et al., 2007).

11. Consolidated Findings

1. The 60% discount is not itself the legal problem. The central issue is the alleged undisclosed materially stained condition of goods sold as ordinary new merchandise.
2. Consumer Rights Protection Act sections 2(20)(e) and 45 provide the strongest direct consumer-law theory, but the record supports only a provisional academic assessment, not a finding of guilt.
3. **Sale of Goods Act section 16(2) may provide an important merchantable-quality theory, but its 'bought by description' threshold must first be satisfied; if it is, the buyer-examination proviso remains a major seller-side defence.**
4. The same-day return after approximately two hours and twelve minutes, combined with no reported use or washing, materially supports prompt rejection and weakens an acceptance-by-delay argument.
5. The post-payment no-change stamp is not automatically void, but the present record does not show strong evidence of clear pre-sale incorporation; the printed seven-day exchange wording creates additional ambiguity.
6. Store-side acknowledgements strengthen the factual record but do not amount to admissions of statutory liability.
7. The final clean replacement is a substantial mitigating and remedial fact and must be stated prominently.
8. There is no current evidentiary basis for accusing the owner/CEO personally or alleging counterfeit goods, unlawful importation, or procurement misconduct.

9. Current company website statements are relevant contextual evidence but do not conclusively prove the exact incident-date in-store contract.

10. The strongest governance lesson is the need to separate ordinary final-sale/change-of-mind rules from credible pre-existing defect complaints.

11. The strongest educational lesson is that legal research improves when spontaneous argument is followed by fact freezing, evidence review, primary-law verification, counterargument, and correction of initial assumptions.

12. Recommendations

12.1 For Consumers

- Preserve receipts, tags, payment records, and original photos/videos.
- Distinguish a change-of-mind exchange from a complaint about a pre-existing defect.
- Notify the seller promptly and maintain a clear chronology.
- Use precise factual language before making legal accusations.
- If a formal complaint becomes necessary, observe the statutory limitation period and submit evidence rather than rhetoric.

12.2 For Retailers

- Separate final-sale/change-of-mind rules from defect remedies.
- Disclose restrictive sale terms before payment and use consistent wording across tags, signs, receipts, stamps, and websites.
- Create a clear defect exception and a rapid escalation route.
- Give frontline staff defined authority for low-value credible defects while keeping a supervisor path for uncertain cases.
- Use adequate neutral lighting and pre-sale quality checks for garments where surface marks may be difficult to detect.
- Record defect complaints as quality-control and management data rather than treating them only as customer-service incidents.
- Apply the same evidence-based process regardless of a customer's profession, status, or confidence in legal argument.

12.3 For LSL Live Case Studies

- Freeze facts before researching conclusions.
- Maintain an evidence register with source, proposition, and limitation for every exhibit.
- Use primary legislation and authoritative materials before commentary.
- Require the strongest claimant theory and the strongest respondent defence.
- Include an inference-boundary section identifying what the evidence does not prove.
- Keep original evidence separate from public excerpts, screenshots, and transcripts.
- Give final settlement, replacement, or mitigation equal prominence.
- Separate academic research from legal representation unless an enrolled advocate assumes the required professional role.

13. Limitations

- The video does not begin at the first moment of the store interaction.

- The available speech-to-text transcript does not reliably capture every soft or overlapping staff response.
- The exact cause, age, and origin of the stain were not scientifically or forensically determined.
- The degree to which the garment was examined in-store remains fact-sensitive.
- The role of showroom lighting was not scientifically measured and remains contextual.
- No regulator or court investigated or adjudicated the event.
- Current Signature Lifestyle website materials were accessed after the incident and cannot automatically establish the exact historical in-store policy.
- The specific upstream supplier/importer/manufacturer chain for the disputed garment was not independently verified.
- No directly on-point reported Bangladeshi appellate decision on this exact retail fact pattern was identified in the accessible research used for this paper.

14. Conclusion

A retail dispute involving a BDT 860 sweatshirt may appear legally minor, but this case illustrates several foundational principles of consumer law. A discount is not the same as informed acceptance of a defect. A no-exchange policy is not analytically identical to the legal consequences of supplying goods that fail an implied quality condition. A buyer's right to reject is not unlimited because examination, acceptance, and reasonable time matter. A staff acknowledgement of error is not a judicial admission of statutory liability. And a later replacement, while highly important, does not require a researcher to erase the earlier dispute.

The available evidence creates a strong *prima facie* consumer and sale-of-goods issue when the normal-sale representation, lack of defect disclosure, prompt return, unused condition, conflicting receipt terms, and store-side acknowledgements are considered together. At the same time, a rigorous paper must preserve the seller's examination and causation arguments, the statutory safeguards relating to knowledge and upstream production, and the absence of formal adjudication.

The broader contribution lies in legal education and governance. The incident moved from spontaneous argument to structured research: facts were frozen, evidence was classified, legal assumptions were corrected, primary statutes were revalidated, counterarguments were developed, behavioural claims were bounded by scholarship, and future protocols were designed. That process reflects the central purpose of an evidence-first Live Case Study model: understand the law, test it against facts, preserve fairness to all parties, and convert experience into better professional judgment.

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16. Appendices

Appendix A — Master Fact Record

ID	Frozen Fact	Source
A1	Incident occurred on 13 September 2026 at Signature Lifestyle Uttara Flagship.	Receipt + official store locator.
A2	Disputed item: TOMMY SWEAT SHIRT P11401; MRP BDT 2,150; 60% discount; BDT 860 paid by bKash at 16:18:18.	Receipt.
A3	Item was purchased as new/normal merchandise; no pre-sale defect/seconds disclosure was reported.	Purchaser account.
A4	Substantial dirt/stain was discovered at home before wearing, washing, or other use.	Purchaser account + visual context.
A5	Purchaser returned approximately 18:30; recorded interaction screenshot shows 18:40.	Purchaser account + screenshot time.
A6	No pre-sale verbal offer-product no-change/no-refund disclosure was reported.	Purchaser account.
A7	Receipt contains printed seven-day exchange wording plus a red offer-product no-change/no-refund stamp.	Receipt.
A8	Store-side staff acknowledged dirt/stain and store-side responsibility/mistake in substance.	Original video + purchaser clarification.
A9	Initial refusal relied on offer-product policy.	Recorded interaction + purchaser clarification.
A10	Same product was replaced with a clean piece without extra payment.	Purchaser-confirmed resolution.

Appendix B — Evidence Register

Evidence ID	Item	Use
E-01	Disputed-item receipt	Transaction, product, price, discount, payment, printed policy, stamp.
E-02	Second receipt	Same shopping session and other two products.

Evidence ID	Item	Use
E-03	Garment-at-counter screenshot	Product present during dispute.
E-04	60% OFF showroom screenshot	Discount environment.
E-05	Counter-interaction screenshot	Store context and 18:40 gallery display.
E-06	Original continuous video	Main recorded conversation and resolution sequence.
E-07	Speech-to-text transcript	Derivative conversational record; incomplete for some replies.
E-08	Purchaser factual clarifications	Condition, disclosure, unused status, acknowledgements, chronology, final resolution.

Appendix C — LSL Retail Defect-Resolution SOP Model

Step	Standard
1. Inspect	Customer and staff jointly inspect the alleged defect under adequate lighting.
2. Classify	Separate change-of-mind/size issues from pre-existing defect/stain/damage.
3. Verify	Check receipt, tag, transaction time, product condition, and prior disclosure.
4. Apply Policy	Identify the exact policy and whether it was disclosed before the sale.
5. Resolve	For credible pre-existing defects, provide the lawful remedy without unnecessary confrontation.
6. Escalate	If frontline authority is insufficient, move quickly to a supervisor/manager.
7. Record and Learn	Log the defect category, resolution, supplier/source, recurrence, and customer outcome.

Appendix D — LSL Live Case Study Research Protocol

Module	LSL Standard
1. Intake and Boundary	Confirm academic purpose, privacy, consent, and non-representation status.
2. Fact Freeze	Chronology first; separate verified facts from allegations.
3. Evidence Map	Identify documents, images, audio/video, witness accounts, and limitations.

Module	LSL Standard
4. Issue Spotting	Separate primary legal issues from secondary hypotheses.
5. Primary Law First	Verify exact statute, section, rule, and controlling authority.
6. Two-Sided Application	Write the strongest claimant theory and strongest respondent defence.
7. Interdisciplinary Layer	Add business/psychology/ethics only where relevant and properly sourced.
8. Reflection	Identify legal misclassification, questioning weaknesses, and evidence gaps.
9. Public Version	Redact unnecessary personal data and use neutral language.
10. Academic Archive	Maintain versioned paper, reference ledger, evidence index, and learning notes.

Final Research Integrity Statement

This paper was developed from an incident in which I was both the purchaser and a direct participant, using an evidence-first method and an explicit participant-researcher disclosure. Its purpose is legal education, consumer awareness, and business-governance learning, not a social-media trial of any party. The paper does not ask readers to treat allegations as findings, does not suppress the final replacement, and does not infer wider wrongdoing without evidence. If new reliable information, a retailer response, or later legal/scholarly review materially changes the record, DH Academy Press may publish a numbered revision with an update note.

17. Author Reflection, Research Purpose and Open Review

17.1 Why I Study Law

I am Dawlat Hossan Sakib (DH Sakib). My purpose in studying law is not limited to obtaining a degree, preparing for examinations, or learning legal rules from textbooks. I want to understand law as a practical instrument for justice, public welfare, institutional responsibility, and the protection of people. My immediate context is Bangladesh, but my longer-term aspiration is to contribute to legal understanding and justice-oriented work that may also benefit people beyond Bangladesh.

Formal legal education remains essential to that journey, but I do not want my learning to remain confined to classroom texts. Real disputes contain uncertainty, incomplete evidence, conflicting interests, human behaviour, business decisions, technology, and institutional systems. Studying those realities alongside doctrine allows me to test whether I have actually understood the law rather than simply memorised it.

Learning Principle: The objective of legal research is not to prove that my first position was correct. If stronger evidence or controlling law shows that my initial understanding was incomplete or wrong, correcting that understanding is itself a successful research outcome.

17.2 Interdisciplinary Research Perspective

My academic background also influences the way I approach legal problems. My studies include Computer Science and Engineering, Business Management, research-based Psychology, and Law. These disciplines encourage different but connected questions: how information is collected and preserved, how systems and organisations make decisions, how people perceive and respond to events, how evidence should be evaluated, and how legal rules govern competing rights and responsibilities.

This case study therefore does not treat the incident as a purely doctrinal problem. The legal analysis remains controlled by primary law, but relevant insights from business governance, consumer psychology, digital evidence, data-oriented reasoning, and responsible use of technology are considered where they genuinely help explain the broader problem. Interdisciplinary research should strengthen legal analysis, not replace the law.

17.3 Why I Want to Continue Live Case Study Research

One reason I want to develop Live Case Study research while I am still a law student is preventive. In future legal work, an incorrect assumption, weak question, incomplete factual record, or premature legal classification could mislead the analysis of a real case. I would rather identify and correct those weaknesses during the learning stage through structured research.

This study already provided an example. During the immediate incident I used a broader legal classification that I later reconsidered after returning to the primary sources. The final paper therefore does not preserve my first classification merely because I originally said it. It records the correction. For me, that process is one of the main purposes of Live Case Study research: to convert mistakes into better future judgment.

17.4 Consumer Protection and Business Protection

I also approach this subject from two practical positions. I am a consumer, but I am also involved in business and organisational decision-making. For that reason, I do not see consumer protection and legitimate business protection as opposing goals. A sound legal and governance system should protect consumers from unfair treatment while also protecting businesses from unsupported, exaggerated, or bad-faith allegations.

The purpose of this paper is therefore not to create hostility toward Signature Lifestyle or any individual associated with the company. The research asks what can be learned from the available evidence and law, while preserving the seller's strongest arguments and recording the fact that the store ultimately resolved the immediate problem through replacement. A fair system should encourage both responsible businesses and informed consumers.

Balanced Position: Consumer protection should not become a mechanism for unfairly harming businesses, and business policy should not become a mechanism for weakening legitimate consumer rights. Evidence, proportionality, and fair procedure should protect both sides.

17.5 Acknowledgment

I am grateful to the teachers, researchers, legal professionals, academic writers, and practitioners whose work in law, business, psychology, data science, technology, digital evidence, and artificial intelligence contributes to the broader knowledge environment within which this research was developed. Modern legal research increasingly benefits from responsible collaboration across disciplines, particularly when digital records, evidence preservation, human behaviour, organisational systems, and data-supported reasoning are involved.

I also acknowledge Signature Lifestyle as part of this learning process. Had the incident not occurred, I might not have examined this particular combination of consumer law, sale-of-goods doctrine, contract formation, digital evidence, complaint management, and retail governance in this level of detail. The company also ultimately provided a clean replacement, and that positive outcome has been preserved prominently throughout the study.

People and organisations can make mistakes. The more important question is whether those mistakes are identified fairly, corrected proportionately, and converted into learning that improves future decisions. I hope this case study contributes to that kind of learning for consumers, businesses, students, researchers, and legal professionals.

17.6 Open Review and Live Scholarly Feedback

This publication is released under an Open Review model. I particularly welcome review from law teachers, professors, Advocates, legal practitioners, researchers, students, consumer-rights specialists, business-governance researchers, and scholars working with evidence, data, technology, or related disciplines.

A departmental review, editorial check, public comment, or author-requested review is not automatically described here as formal peer review. I prefer to keep the publication status transparent and allow qualified readers to examine the reasoning openly. Where a reviewer identifies a specific factual, legal, analytical, evidentiary, or citation error and the correction is supported by reliable authority or evidence, that issue can be assessed and incorporated into a later numbered version.

Open Review Invitation: Readers are encouraged to identify the exact proposition, statutory provision, item of evidence, citation, or reasoning they believe requires correction and provide supporting authority or evidence where possible. Substantive corrections may be reflected in a later version with an appropriate revision record.

17.7 Correction and Versioning Policy

The evidence and research cut-off for the first publication version is 14 September 2026. If Signature Lifestyle later provides a material factual response, new reliable evidence becomes available, an authoritative legal source requires correction, or Open Review identifies a substantive error, the paper may be updated through a numbered version rather than silently altering the research record. Material corrections should be transparent, while the earlier publication record remains identifiable.

Research and Publication Links

Further information about the author's interdisciplinary research and educational work: dhsakib.com

Canonical DH Academy Press publication: <https://press.dhsakib.com/defective-goods-consumer-rights-bangladesh>

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