

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,  
KOTTAYAM**

**Dated, the 26<sup>th</sup> day of February, 2026**

**Present: Sri. Manulal V.S, President  
Smt. Bindhu R, Member  
Sri. K.M. Anto, Member**

**C C No. 163/2025 (Filed on 29.03.2025)**

Complainants

1. Dr. Ostin Oomachen,  
Kochuparambil House,  
Attickal, Ponkunnam P.O.,  
Kottayam- 686 506
2. Dr. Kavya Santhosh P,  
Kochuparambil House, Attickal,  
Ponkunnam P.O, Kottayam,  
PIN 686 506

**(By Adv. Sijo Joseph)**

Opposite party

1. Piccolo Weddings, 2nd floor,  
Kaloor, Kochi, Ernakulam,  
Kerala 682017,  
Represented by its Proprietor  
Mr. Frimer Basil Eldhose,
2. Mr. Frimer Basil Eldhose,  
Kollamparambil Lane,  
Near K.A. Super Market,  
Rockwell Road,  
Pallilamkara,  
Kalamasserry-686 503

**ORDER**

**Smt. Bindhu R, Member**

This complaint is filed under Section 35 of the Consumer

Protection Act, 2019.

The present complaint is filed under Section 35 of the Consumer Protection Act alleging deficiency in service and unfair trade practice on the part of the opposite parties, who are engaged in providing wedding photography and videography services. The complainants, who are doctors by profession, were married on 19.05.2024 and engaged the services of the opposite parties to capture and document their wedding events after being influenced by the quality of photographs and reels displayed by the Opposite Parties on their social media platform.

Pursuant to mutual discussions, the complainants opted for the “Bride and Groom Side Package” offered by the Opposite Parties for a total consideration of ₹ 95,000/- (Rupees ninety five thousand only). The package included coverage of wedding eve and wedding day events through candid photography and creative cinematography, function photography, helicam coverage on the wedding day, and delivery of various outputs including wedding albums, soft copies of photographs and raw videos, wedding reels, a wedding highlight video, wedding story USBs, and certain complimentary gift items. In accordance with the agreement, the complainants paid an advance amount of ₹ 10,000/- (Rupees ten

thousand only) on 03.03.2024 and a further sum of ₹ 70,000/- (Rupees seventy thousand only) on the wedding day, thereby fulfilling their contractual obligations.

However, according to the complainants, the opposite parties failed to perform their obligations under the contract. It is alleged that the helicam service, which formed a specific component of the agreed package, was not provided on the wedding day and no prior intimation was given to the complainants, thereby depriving them of the opportunity to make alternate arrangements. The Opposite Parties later waived the helicam charges unilaterally after the event, which, according to the complainants, does not absolve them from liability arising from non-performance of the agreed service.

The complainants further contend that several deliverables were either not supplied or were supplied incompletely and after considerable delay. Although albums were received, the soft copies and raw video deliverables were incomplete, with important footage relating to the bride's side events of the wedding eve and wedding morning remaining undelivered. The agreed wedding reels were also not provided as promised. The wedding highlight video was delivered only on 20.11.2024 through WhatsApp after repeated

follow-ups and considerable delay.

In addition to non-delivery, the complainants allege serious deficiencies in quality and professionalism. The wedding story video allegedly omitted significant portions of the ceremony, including important events such as the “Madhuram Veppu,” and several video sequences were abruptly edited without logical continuity or professional sequencing. Certain events were inadequately covered, parts of the holy mass were not fully recorded, and some footage was reportedly lost due to file errors. The complainants further allege that key visuals and still photographs expected under the contract were not captured at all, resulting in emotional distress and dissatisfaction considering the once-in-a-lifetime nature of the occasion.

The complainants assert that the acts and omissions of the opposite parties constitute clear deficiency in service, unfair trade practice, and unethical commercial conduct within the meaning of the Consumer Protection Act. The cause of action is stated to have arisen on 03.03.2024, when the advance payment was made, and continued on 19.05.2024, the date of marriage, and thereafter due to the continuing failure to provide the agreed services and deliverables. Jurisdiction is invoked before the competent

Consumer Forum where the complainants reside.

On these grounds, the complainants seek directions against the opposite parties to refund an amount of ₹ 80,000/- (Rupees eighty thousand only), being the amount paid towards the package, to pay compensation of ₹ 3,00,000/- (Rupees three lakh only) for the mental agony and hardship caused, to award costs and interest, and to grant such other reliefs as the Hon'ble Forum may deem fit and proper in the circumstances of the case.

As the service could not be completed, the notice to the opposite parties was published in Janayugam daily on 22.09.2025. Despite the publication of the notice, opposite parties did not care to appear before this Commission or file version. Hence the case is proceeded with the evidence of the complainants.

Towards the evidence part the complainant filed evidence affidavit along with Exhibits A1 to A3 documents and MO1 which is a pen drive.

Based on the pleadings and evidence on record we frame the following issues for consideration.

1. Whether there is any deficiency of service on the part of the opposite parties?
2. What reliefs can be granted?

The complainants rendered their arguments through their counsel. The case of the complainants is that they entered into an agreement with the opposite parties for the entire photo and video coverage of their marriage on a bride and groom side package. But on the day of marriage there was no helicam as agreed. Further the opposite party failed to deliver the wedding eve and wedding day morning candid photos of the bride side, Wedding reels video 3The item No. 4 in the A2 agreement ie. Wedding highlight video was delivered only on 20.11.2024. Though the item No. 5 Wedding story -USB (2Nos) were obtained, it was incomplete. The video captured by the videographers on the wedding eve were damaged due to file error and were not deliverable. Further the stills and photos of the groom side also were not covered. The videos captured by the opposite parties's videographers were not properly edited and were incomplete.

Exhibit A2 is the package of ₹ 95,000/- (Rupees ninety five thousand only) issued by the opposite parties in which the details of the package is shown as

Package includes:

1. Save The date Or Post Wedding

2. 1 Candid Photographer & 1 Creative Cinematographer On Wedding eve (BRIDE AND GROOM)
3. 1 Candid Photographer & 1 Creative Cinematographer On Wedding Day
4. 1 Function Photographer & 1 Creative Cinematographer On WEDDING DAY
5. Helicam On Wedding Day

#### Deliverables

- 50 SHEETS 100 PAGE ALBUM (2 Nos)
- Soft-copy of Photographs & RAW VIDEOS (in your 1TB hard disc)
- Wedding Reels video -3
- Wedding Highlight video
- WEDIG STORY-USB (2-NOS)

#### Payment scheme

Booking advance	: 10,000/-
Wedding Day	: 70,000/-
Balance	: 15,000/- when we confirm PDF

MO1 is a USB drive of the wedding story videos but it cannot be opened and we are not in a position to examine the contents of

the drive.

The allegation of the complainants is that out of the package the candid photographer in the bride's home was absent and though the 2<sup>nd</sup> photographer was there in the groom's house, proper photos were not included. The video also was incomplete and not properly edited. The most severe negligence is that on the day of marriage no helicam was provided and moreover, this lack of helicam was not intimated to the complainants previously so that they could get a chance to arrange a helicam with somebody else. The item No. 5 was not performed. Wedding reels video 3 was not delivered. Thus, there are several derelictions from the part of the opposite parties violating the agreement which caused severe mental agony and hardship along with financial loss happened to the complainants. The payment scheme in A2 package is Booking advance ₹ 10,000/- (Rupees ten thousand only), Wedding day ₹ 70,000/- (Rupees seventy thousand only) and the balance amount of ₹ 15,000/- (Rupees fifteen thousand only) when the PDF was confirmed. Thereafter the opposite parties issued A1 bill for the payment of ₹ 80,000/- (Rupees eighty thousand only) by the complainants in which ₹ 4,900/- (Rupees four thousand nine hundred only) and ₹ 5,000/- (Rupees five thousand only) was

deducted as they did not use the helicam on marriage. So the opposite parties have admitted the absence of helicam.

There is no contrary evidence before us. From the above discussed pleadings and evidence it is evident that the complainant is a consumer of the opposite parties who have made all the payments as per the payment scheme agreed. But the opposite parties have deviated from performing as per the agreement by not providing some items and by providing incomplete and erred items.

This act of the opposite parties is deficiency of service causing great mental agony to the complainants who longed for a beautiful photographic and cinematographic memoir of their marriage for which they paid their hard earned money.

So, all the points are answered in favour of the complainants and the complaint is allowed vide the following order:

1. The opposite parties are directed to pay ₹ 80,000/- (Rupees eighty thousand only) to the complainants within 30 days of receipt of copy of this order failing which the amount shall carry an interest of 9%p.a from 19.05.2024 till realisation.
2. The opposite parties are directed to pay a sum of ₹ 2,50,000/- (Rupees two lakh fifty thousand only) to the complainants towards compensation for mental agony and hardships.

3. The opposite parties are further directed to pay ₹ 10,000/- (Rupees ten thousand only) towards litigation cost to the complainant.

The order shall be complied within 30 days failing which the compensation amount shall also carry 9% interest from the date of this order till realisation.

The pending IAs in the cases, if any, also stand disposed off. Pronounced in the Open Commission on this the 26<sup>th</sup> day of

February, 2026

**Sri. Manulal V.S, President Sd/-**

**Smt. Bindhu R. Member Sd/-**

**Sri. K.M. Anto, Member Sd/-**

**APPENDIX :**

**Exhibits from the side of the Complainant :**

- A1 : Copy of final payment bill issued by opposite party  
A2 : Copy of the bride and groom side package details offered by the opposite parties  
A3 : Copy of the screenshot of the Instagram page

**Exhibits from the side of opposite party:**

NIL

**Material Object issued by the complainant**

MO1 : Pendrive

**By Order,**

**Sd /-**

**L/5cs**

**Assistant Registrar**