

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

Present : Sri. C.T. Sabu, President  
Smt. Sreeja. S., Member  
Sri. Ram Mohan R., Member

27<sup>th</sup> day of March 2026  
CC 843/17 filed on 26/12/17

Complainant : Praneesh, S/o Vellanidesath Arimbully Pradeep,  
Karalam Village, Mukundapuram Taluk.  
(By Adv. Vinita Vincent, Thrissur)

Opposite Party : IMS Learning Resources Pvt. Ltd, 4<sup>th</sup> Floor,  
City Centre Sensorium, Thrissur.  
(By Advs. K.N. Somakumar & Rekha Prasad,  
Thrissur)

**FINAL ORDER**

**By Sri. Ram Mohan R, Member :**

1) Complaint in brief, as averred :

The complaint is filed under Section 12 (1) of the Consumer Protection Act, 1986. The complainant, a B.Tech Graduate, claims to have joined for the class conducted by the opposite party pertaining to “GRE Course”, paying them a sum of Rs.18,500/- (Rupees Eighteen thousand five hundred only) on 14/06/17. The opposite party allegedly had not issued any receipt for the said sum at that point of time, but an ID card was issued. The opposite party did not start any class, despite the elapse of one week thereof. Consequent to the instruction of the opposite party, the complainant subsequently joined for another course named ‘Admit Guarantee’ with them. The complainant claims to have made a further payment of Rs.17,000/- (Rupees Seventeen thousand only) to the opposite party in this connection. The opposite party having not cared to commence any class even thereafter, the complainant developed suspicion about the genuineness of the opposite parties’ operation and hence claimed refund of

the sum he paid. The complainant having gone abroad thereafter, requested the opposite party to enrol a friend or relative of his instead of him. The opposite party allegedly turned down such requests made by the complainant. The complainant, at the instance of the opposite party, joined for an 'IELTS' course with them, again paying them a sum of Rs.7,000/- (Rupees Seven thousand only) in July 2017. The opposite party failed to issue any receipt pertaining to this part, as well.

Given that the opposite party failed to provide any service despite payment of Rs.42,500/- (Rupees Forty two thousand five hundred only) by them, the complainant and his father persistently insisted the opposite party, but in vain, for refund of the sum he paid. The opposite party on 10/11/2017 allegedly issued the complainant a receipt dtd. 26/06/17 for a sum of Rs.35,900/- (Rupees Thirty five thousand nine hundred only). The complainant alleges deficiency in service on the part of the opposite party. Hence the complaint.

The complainant prays for an order directing the opposite party to refund to him the sum of Rs.42,500/- (Rupees Forty two thousand five hundred only) that they unproductively collected from him, apart from other reliefs of compensation and costs.

## 2) NOTICE :

The Commission having issued notice, the opposite party filed their written version.

## 3)Version of the opposite party :

The opposite party disputes the maintainability of the complaint on the ground that they are only the franchisee of another establishment named 'IMS Learning Resources Private Ltd.', whose head office is at Mumbai. The

opposite party avers that the complainant had joined them for ‘GRE course’ paying them a sum of Rs.18,500/- (Rupees Eighteen thousand five hundred only). Thereafter the complainant upgraded himself, to ‘GRE Admit Guarantee Course’ for admission to which he again paid them Rs.17,000/- (Rupees seventeen thousand only) after adjusting the previously paid sum of Rs.18,500/- (Rupees Eighteen thousand five hundred only). The opposite party admits issuance of receipt to the complainant for a total sum of Rs.35,900/- (Rupees Thirty five thousand nine hundred only). The opposite party also admits the receipt of another sum of Rs.7,000/- (Rupees Seven thousand only) from the complainant towards the fee for IELTS training, as well. They also affirm that the complainant had attended all the classes in respect of the course, but failed to appear for the online examination, the score of which is essential for securing admission to colleges. The complainant allegedly sent emails seeking refund of the money, only after his leaving for Saudi Arabia. The said email allegedly bears no mention as to his displeasure regarding the services provided by the opposite party. The complainant dispensed with the completion of course, at his own volition. Hence refund of fees is not permitted under the company policy. Therefore the opposite party denies any deficiency in service on their part.

#### 4) Evidence :

The complainant produced documental evidence that had been marked Exts. P1 & P2, apart from affidavit and notes of argument.

The opposite party adduced no evidence, but version and affidavit. During the pendency of the case, the counsel of the opposite party on 20/11/24 submitted “no instruction” from the party.

#### 5) Deliberation of evidence and facts of the case :

The Commission has very carefully examined the facts and evidence of the case. Ext. P1 is Identity card issued in favour of the complainant by IMS

Learning Resources Pvt. Ltd., Mumbai, Ext. P2 is receipt No. REC0000489213 dtd.25/06/17 for a sum of Rs.35,900/- issued by the opposite party in favour of the complainant.

The opposite party adduced no evidence from their part.

6) Points of deliberation :

- (i) Maintainability ?
- (ii) Whether the alleged fault on the part of the opposite party stands proved ? If yes;
- (iii) Whether the complainant is entitled to receive any compensation from the opposite party ? If so its quantum ?
- (iv) Costs ?

7) Point No.(i)

The opposite party avers that it is merely a franchisee of an establishment called 'IMS Learning Resources Pvt. Ltd.', which had its head office at Mumbai. Rather than baldly pleading so, the opposite party failed to substantiate this claim of theirs by adducing any cogent piece of evidence to that effect. At the same time, the evidence adduced by the complainant was not disputed by the opposite party. Moreover, issuance of receipt for a sum of Rs.35,900/- (Rupees Thirty five thousand nine hundred only) was admitted by the opposite party. A close scrutiny of Ext. P2 receipt would go to show that it was issued by the opposite party herein. Ext. P2 receipt vividly bears therein the name of the opposite party, in addition to the address of its registered office. Ext. P2 receipt does not disclose the opposite party's designation or role or the nature of its association with the said establishment. In the absence of such disclosure, the complainant cannot be faulted for not arraigning the said establishment as an opposite party in the complaint. Besides, the complainant had paid the consideration of Rs.42,500/- (Rupees Forty two thousand five

hundred only) to the opposite party herein only. The opposite party herein who admittedly received the consideration from the complainant, is expected to provide proper service to him. Whatever be the relationship between the opposite party herein and the other establishment referred to by them, any internal arrangement between them is not relevant for adjudicating the present dispute. Consequently the opposite party's contention in this regard does not hold any water.

Admittedly, the opposite party received the consideration of Rs.42,500/- (Rupees Forty two thousand five hundred only) from the complainant towards providing coaching classes for the course/exams like GRE & IELTS. It is trite that the disputes alleging deficiency in service against coaching institutes are maintainable before the Consumer Commission. The Hon'ble National Consumer Disputes Redressal Commission had time and again emphasised this fact by a catena of its judgments including that in *Manu Solanki & 8 Ors. Vs Vinayaka Mission University (formerly known as Vinayaka Mission's Research Foundation Deemed University)*, dtd.20/01/2020. Therefore it is a matter beyond doubt that the complainant is a consumer of the opposite party.

Point No.(i) is thus proved in the affirmative.

8) Point No (ii) :

The crux of the complaint is the complainant's allegations that there is imperfection in the service provided by the opposite party and that the opposite party had not issued proper and timely receipts for the amounts that they collected from him. Admittedly the opposite party had received from the complainant a sum of Rs.42,500/- (Rupees Forty two thousand five hundred only). But the complainant has not adduced any cogent evidence to prove that the opposite party had not provided him the classes they promised. In the absence of any cogent evidence to substantiate this allegation of his, the

complainant's allegation regarding the opposite party's fault and imperfection in providing proper classes to him remains unproved.

At the same time the opposite party affirms that they had issued receipts to the complainant in respect of the money that they received from him. Admittedly, the opposite party had received a sum of Rs. 42,500/- (Rupees Forty two thousand five hundred only) from the complainant. The evidence adduced by the complainant was not disputed by the opposite party. Ext. P2 receipt which is also not disputed by the opposite party is only for a sum of Rs.35,900/-. The complainant's production of Ext. P2 receipt, consistent with the pleadings in the complaint, lends support to his contention that the opposite party did not issue a receipt for the sum of Rs.7,000/- (Rupees Seven thousand only) that the opposite party received from him towards the fee for IELTS coaching classes. Rather than baldly pleading that the complainant's allegations regarding non issuance of receipts is false, the opposite party had not cared to adduce any piece of evidence to substantiate their claim that they had issued receipts to the entire amount they received from the complainant. Had they issued receipt to the entire sum of Rs.42,500/- (Rupees Forty two thousand five hundred only) that they received from the complainant, the opposite party ought to have produced copy of the receipt that they had issued for the sum of Rs.7,000/- (Rupees Seven thousand only), which they did not. Hence the opposite party's pleading to this effect remains unsubstantiated. In the absence of any cogent evidence adduced by the opposite party, we find no reason to disbelieve the complainant's contention that the opposite party had not issued proper and timely receipt in respect of the money that they had received from him.

The conduct of the opposite party in failing to issue a valid receipt for the said amount of Rs.7,000/- (Rupees Seven thousand only) it received from the complainant amounts to a clear deficiency in service on its part. It is trite law

that whenever a service provider receives consideration from a consumer, it is incumbent upon them to acknowledge such payment through proper and verifiable receipt. The issuance of such receipts is not a mere formality, but a fundamental obligation that ensures transparency, accountability, and protection of the consumers' rights.

Therefore, we are of the considered view that there is deficiency in service on the part of the opposite party to the extent they had not issued proper and timely receipt to the complainant in respect of the sum of Rs.7,000/- (Rupees Seven thousand only) that they had received from the complainant towards the fee for the IELTS coaching program.

Point No.(ii) is thus proved partly in favour of the complainant.

9) Point No.(iii) & (iv) :

As elaborated supra, there is deficiency in service on the part of the opposite party. The failure of the opposite party to issue valid receipt has far reaching consequences on the rights and peace of mind of the complainant. A receipt serves as the primary and often indispensable proof of payment. In its absence, the complainant would certainly be placed in a precarious and vulnerable position, where he may be compelled to repeatedly justify and prove a transaction that has already been completed. Such agony and hardship are not merely mental but also practical and financial. Such conduct on the part of the opposite party warrants corrective and compensatory relief. Compensation in consumer matters is intended to redress the agony and hardship inflicted on the consumers. The opposite party shall necessarily have to compensate the complainant. We are of the contemplated view that the complainant is entitled to receive from the opposite party a sum of Rs.15,000/- (Rupees Fifteen thousand only) towards compensation for the agony and hardship inflicted on

him and a sum of Rs.5,000/- (Rupees Five thousand only) towards cost of litigation.

In the result, the complaint is partly allowed and the opposite party is directed to pay the complainant :

a) a sum of Rs.15,000/- (Rupees Fifteen thousand only) towards compensation for the agony and hardship inflicted on him, and

b) a sum of Rs.5,000/- (Rupees Five thousand only) towards costs,

both with 9% interest p.a. from the date of filing of the complaint till the date of realisation. The opposite party shall comply with the above direction within 30 days of receipt of a copy of this order.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27<sup>th</sup> day of March 2026.

Sd/-  
Sreeja S.  
Member

Sd/-  
Ram Mohan R  
Member

Sd/-  
C. T. Sabu  
President

Appendix

Complainant's Exhibits :

Ext. P1 Identity card issued in favour of the complainant by IMS Learning Resources Pvt. Ltd., Mumbai,

Ext. P2 receipt No. REC0000489213 dtd. 25/06/17 for a sum of Rs.35,900/- issued by the opposite party in favour of the complainant.

Opposite Party's Exhibits :

Nil

Id/-  
Ram Mohan R  
Member

//True copy//

Assistant Registrar