

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
SOUTH II  
CONSUMER COMPLAINT NO. DC/AB1/670/CC/326/2023**

BHANU PRATAP

PRESENT ADDRESS - 2/1603, BUDDHI VIHAR, AVAS-VIKAS, DELHI ROAD,  
MORADABADSOUTH EAST,DELHI.

.....Complainant(s)

Versus

COUNTRY HOLIDAYS TRAVEL INDIA PVT. LTD.

PRESENT ADDRESS - 412, 4TH FLOOR, NEHRU PLACE, MANSAROVAR, 90, DELHI, SOUTH  
DELHISOUTH EAST,DELHI.

.....Opposite Party(s)

**BEFORE:**

**MONIKA AGGARWAL SRIVASTAVA , PRESIDENT  
RITU GARODIA , MEMBER**

**FOR THE COMPLAINANT:**

NEMO

**FOR THE OPPOSITE PARTY:**

NEMO

**DATED: 08/05/2026**

**ORDER**

**CONSUMER DISPUTES REDRESSAL COMMISSION – X**

**GOVERNMENT OF N.C.T. OF DELHI**

**Udyog Sadan, C – 22 & 23, Institutional Area**

**(Behind Qutub Hotel)**

**New Delhi – 110016**

**Case No.326/2023**

**Bhanu Pratap Singh**

**S/o Sh. Preetam Singh**

**R/o 2/1603, Buddhi Vihar, Avas-Vikas,**

**Delhi Road, Moradabad,**

**U.P. 244001**

**.....Complainant**

**Versus**

**Country Holidays Travel India Pvt. Ltd.**

**Registered Office at:**

**Office No.412, 4<sup>th</sup> Floor, Nehru Place,**

**Mansarovar, 90, Delhi, South Delhi,**

**Delhi - 110019**

**Also At:**

**G-01, H-17, Block H, Sector-63,**

**Noida (U.P.) – 201301.**

**.....Opposite Party**

**Date of Institution-06.10.2023**

**Date of Order- 08.05.2026**

**ORDER**

**RITU GARODIA-MEMBER**

1. The complaint pertains to deficiency in service and unfair trade practice on part of OP.
2. The facts as stated in the complaint are that complainant was approached by OP to attend a seminar regarding vacation packages in hotel Ramada, Dehradun on 21.10.2022. It is alleged that he was forced to register himself as a member on same date. It is further alleged that he signed the Agreement on the same day and paid Rs. 91,000/-.
3. It is stated that as per the membership package, the complainant was entitled to a 5 week stay with an additional 3-bonus weeks over a period of 5 years in 4-5 star hotel properties listed on the Country Holiday Travel App namely "CHT" at any desired location all over India. As per the Agreement, the complainant had to pay extra Rs.10,000/- for each week as Annual Subscription Fees during his stay which also included taxi services for local sightseeing.
4. It is stated that the complainant attempted to utilize the vacation package by selecting hotels at Ooty and Trivandrum on 24.12.2022. The complainant tried booking OP's travel App and was informed about the unavailability of the desired hotel listed in the App. Thereafter, he contacted OP telephonically. He was sent a list of hotels through mail. It is alleged that OP deny availability in all the hotels chosen by the complainant.
5. It is further stated that the complainant tried booking the same hotel from the Country Holidays Travel App by logging in as a non-member. He discovered that the same hotel was available at a price lesser than the vacation package purchased by him.
6. It is stated that the complainant booked Zahir Residency for one night stay for 5 guests for Rs.3,248/- from 13.01.2023 to 14.01.2023. The complainant again booked a Hotel Highland from MakeMyTrip App for one night stay from

18.01.2023 to 19.01.2023 for Rs.3,024/-. The complainant also booked Zahir Residency again from MakeMyTrip for one night stay from 19.01.2023 to 20.01.2023 for Rs.3,045/-.

7. It is alleged that complainant again tried to book a hotel in Amritsar in February, 2023, but OP declined the request on grounds of unavailability.
8. The complainant sent a legal notice. OP sent a reply dated 10.07.2023
9. The complainant prays for refund of Rs.91,000/- with interest @ 24% and also refund of Rs.9,317/- paid in booking the hotels, Rs.50,000/- towards mental harassment and Rs.25,000/- for litigation expenses.
10. Despite repeated notices, none appeared for OP. OP was proceeded e- parte vide Order dated 15.03.2024.
11. The complainant has filed his ex-parte evidence by way of an affidavit and has exhibited the following documents:
  - i) Copy of Aadhaar Card is exhibited as EXHIBIT-CW-1/1.
  - ii) Copy of Company master data from the website of Ministry of Corporate Affairs is exhibited as EXHIBIT-CW-1/2.
  - iii) Copy of screenshot of the amount Rs.91,000/- transferred to the OP is exhibited as EXHIBIT-CW-1/3.
  - iv) Copy of Agreement is exhibited as EXHIBIT-CW-1/4.
  - v) Copy of screenshot of conversation on mail is exhibited as EXHIBIT-CW-1/5.
  - vi) Copy of screenshots of the invoices is exhibited as EXHIBIT-CW-1/6.
  - vii) Copy of screenshot of conversation on mail is exhibited as EXHIBIT-CW-1/7.
  - viii) Copy of Legal Notice and the Reply is exhibited as EXHIBIT-CW-1/8 & EXHIBIT-CW-1/9.
  - ix) Copy of ex-parte evidence by way of affidavit is exhibited as EXHIBIT-CW/A and bear signature at 'X'.
12. The Commission has considered the documents on record. The account

statement of the complainant reflects amount of Rs.76,000/- and Rs.15,000/- paid to OP on 21.10.2022.

13. Agreement dated 21.10.2022 between the parties documents that Rs.91,000/- had been paid for six nights and seven days stay per year for next five years.
14. Email dated 24.12.2022 indicates that the complainant requested for two rooms in Ooty from 15.01.2023 in Hill Country Resort. OP vide email dated 26.12.2022 acknowledged the complainant's email.
15. OP vide email dated 27.12.2022 offered three hotel options in Ooty. The complainant on the same day vide an email opted for one of the hotel. The complainant vide another email on the same day informed OP that he has changed his plan of travelling and he does not want to continue with the booking. OP vide email on the same day acknowledged the complainant's mail and closed the complainants booking.
16. The complainant has enclosed voucher of hotel Zahir Residency, Calicut, from 13.01.2023 to 14.01.2023 for Rs.3,240/-. The complainant has enclosed another voucher of hotel Highland, Thiruvananthapuram, from 18.01.2023 to 19.01.2023 for Rs.3,024/-.
17. The complainant vide email dated 11.02.2023 requested OP for booking one room in Amritsar from 18.02.2023 to 20.02.23 in Hyatt Regency, Amritsar. OP vide an email provided seven more options in Amritsar to the complainant. The complainant opted for Radisson Blu Hotel which was one of the options provided by OP vide an email on the same day. Thereafter OP provided seven more options in Amritsar vide an email on the same day while ignoring the request for Hotel Radisson Blu. The complainant vide another email on the same day opted for Bloom Boutique hotel which was one of the options.
18. Thereafter, the complainant sent a legal notice stating that all the hotels listed in Amritsar by OP was unavailable on the desired date. OP in its reply dated

10.07.2023 to the said legal notice denied all the statement made by the complainant. OP also clarified that the amount paid is not refundable as per the Agreement.

19. The complainant has paid Rs.91,000/- as admitted by both the parties. The complainant despite opting for the hotels in Amritsar mentioned by OP was not able to get any booking for stay in Amritsar on the desired date. Hence, we find of OP guilty of deficiency in service and direct OP to refund Rs.91,000/- with 5% interest from date of payment till realization. We also award a compensation of Rs.2,000/- for mental harassment and litigation expenses.

20. Order to be complied within 60 days failing which the Order will carry an interest of @7% from the date Order till realization. Order to be uploaded and sent to parties free of cost. Copy of Order be sent to parties free of cost and file be consigned to record room.

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**MONIKA AGGARWAL SRIVASTAVA**  
**PRESIDENT**

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**RITU GARODIA**  
**MEMBER**