

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/241/2025**

PRIYANKA SUD

PRESENT ADDRESS - R/O FLAT NO. 507 , SAS NAGAR, MOHALI , PLATINUM TOWER, PEER MUCHHALA , CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

THE MANOR LUXURY SERVICE APARTMENTS

PRESENT ADDRESS - 284, VILLAGE SAUNTHAL , SHIMLA, HP , PO KIAR KOTI, TIKKER , CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER**

FOR THE COMPLAINANT:

PRIYANKA SUD, PRIYANKA SUD (Advocate)

FOR THE OPPOSITE PARTY:

THE MANOR LUXURY SERVICE APARTMENTS

DATED: 12/06/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

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Consumer Complaint No : 241 of 2025

Date of Institution : 16.07.2025

Date of Decision : 12.06.2026

Priyanka Sud w/o Sandeep Sud

Present Address R/o Flat No.507, Platinum Tower, Peer Muchhala, SAS Nagar, Mohali, Punjab 140603.

Permanent Address SCF 258, near Motor Market, Manimajra, District Chandigarh,

State Chandigarh 160101. Mobile No.9316527194

Email: advocate.priyankasud@gmail.com

... .. Complainant

Versus

1. The Manor Luxury Service Apartments through its Authorized Signatory, 284, Village Saunthal, PO Kiar Koti, Tikker, Shimla Himachal Pradesh 171007.
2. The Manor Luxury Service Apartments via it's Director 284, Village Saunthal, PO Kiar Koti, Tikker, Shimla Himachal Pradesh 171007.

Email: saksham.sharma@themanornaldhera.com

... .. Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by: Sh.Harsh Kumar, Advocate for Complainant.

OPs ex-parte.

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

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1] The complainant has filed the present consumer complaint pleading that he booked a 2 BHK Luxury Apartment with breakfast at The Manor, Naldehra, Shimla, for the period from 26.06.2023 to 30.06.2023 for a total consideration of Rs.56,640/-. An advance amount of Rs.28,320/- (50% of the booking amount) was paid on 19.05.2023. The payment receipt is annexed as Exhibit C-1 with the complaint. Upon checking into the property on

26.06.2023, the complainant found that the road connecting the apartment to restaurant of OP namely Boca Mario was in a severely damaged, marshy, slippery and unsafe condition. Photographs depicting the condition of the road are annexed as Exhibit C-2 with the complaint. The staff of the OP informed the complainant that the unsafe condition was caused by the construction of a multi-level parking facility and assured that transportation would be provided to guests between the apartment and the restaurant.

It is pleaded that on 29.06.2023, the complainant and her family reserved a fine dining experience at Boca Mario Restaurant. Despite repeated requests, the OP failed to arrange transportation as promised. The complainant was informed that guests could not use their own vehicles due to ongoing road repairs and that only the hotel van could be used. After considerable delay, the complainant reached the restaurant and paid a bill of Rs.3,776/- for dinner. However, after the meal, the OP failed to provide transportation back to the apartment despite repeated requests and prolonged waiting. The restaurant bill is annexed as Exhibit C-3 with the complaint. Left with no alternative, the complainant and her family were compelled to walk back through the unsafe road at night. During the walk, the complainant slipped on the marshy stretch of the road and sustained a serious injury to her right foot. Photographs of the right foot are annexed as Exhibit C-4 with the complaint. It is pleaded that the OP had represented that its service apartments are fully equipped with all amenities. However, the 200m road between the apartment and Boca Mario Restaurant was slippery, swampy and marshy and the stretch of the road was not appropriate to use.

The complainant subsequently obtained medical treatment. The medical record along with the OP's House Policies and Regulations are annexed as Exhibit C-5 and Exhibit C-6 respectively with the complaint.

It is pleaded that the management of the OP, through its Front Office Manager, acknowledged the incident and issued a written apology via e-mail dated 03.07.2023. The management also assured disciplinary action against the responsible staff member and offered a refund for the last night's stay. However, no refund was ever provided. Copy of e-mail is annexed as Exhibit C-7 with the complaint. Due to the negligence and deficiency in service of the OP, the complainant suffered physical injury, mental agony, medical expenses, loss of professional work as an Advocate for over 20 days, and prolonged pain requiring physiotherapy and treatment. The complainant served a legal notice dated 16.10.2023 upon the OP; however, no reply or action was taken. A copy of the legal notice is annexed as Exhibit C-8 with the complaint. Hence, the present consumer complaint has been filed by the complainant with a prayer to direct the OPs to refund Rs.56,640/- being the total booking amount paid; compensation for physical injury, mental agony & harassment and cost of litigation expenses.

2] OPs did not appear before this Commission despite service of notice, hence, they were proceeded against ex-parte vide order dated 23.09.2025.

3] Complainant led evidence in support of her contention.

4] We have heard the learned counsel for complainant and gone through the documents on record.

5] The case of the complainant is that she booked a 2 BHK Luxury Apartment at The Manor, Naldehra, Shimla, for the period from 26.06.2023 to 30.06.2023 after paying the requisite consideration. During her stay, she found that the road connecting the apartment to Boca Mario Restaurant was in a damaged, marshy and unsafe condition due to ongoing construction. Although the staff of the OPs assured her that transportation would be provided between the apartment and the restaurant, no vehicle was arranged despite repeated requests. Consequently, on 29.06.2023, while returning from the restaurant on foot through the unsafe road, the complainant slipped and sustained an injury to her right foot. In support of her case, she has placed on record documents Ex.C-1 to Ex.C-8, including the booking and payment details, photographs of the road and injury, medical record, house policies, apology e-mail and legal notice.

6] The OPs did not appear to contest the claim of the complainant and preferred to be proceeded ex-parte. This act of the OPs draws an adverse inference against them. The non appearance of the OPs shows that they have nothing to say in their defence against the allegations made by the complainant. Therefore, the assertions of the complainant go un rebutted and uncontroverted.

7] From the material available on record, it stands established that the road connecting the apartment premises with Boca Mario Restaurant was in a damaged, slippery and unsafe condition due to ongoing construction activity.

The record also reveals that despite repeated requests by the complainant on 29.06.2023, no proper transportation arrangement was made by the OPs for her return journey. Consequently, the complainant and her family were compelled to walk through the unsafe stretch of road at night, during which the complainant slipped and sustained injury to her right foot. The complainant has also placed on record medical document showing treatment for the injury suffered due to the fall.

8] The e-mail dated 03.07.2023 issued by the Front Office Manager of the OPs acknowledging the incident and tendering an apology further substantiates the complainant's allegations regarding negligence and deficiency in service. In the said communication, the OPs acknowledged the unfortunate incident, expressed regret and assured appropriate action against the concerned staff member.

9] A hospitality service provider is under a legal obligation to ensure the safety and well-being of its guests. In the present case, the OPs were fully aware that the road connecting the apartment with the restaurant was unsafe due to ongoing construction activity. However, despite that, the promised transportation was not provided. The complainant was consequently compelled to use the hazardous route, resulting in injury to her foot. The negligence of the OPs is therefore apparent from the record.

10] Admittedly, the complainant and her family stayed in the booked accommodation during the period for which the reservation had been made and availed the accommodation facilities provided by the OPs. Therefore, refund of the entire consideration paid for the stay would not be justified.

However, in the facts and circumstances of the present case, the appropriate relief would be grant of reasonable compensation for the injury, inconvenience, mental agony and harassment suffered by the complainant.

11] In view of the above discussion, the present consumer complaint is partly allowed and the OPs are directed to pay lump sum compensation of Rs.20,000/- to the complainant, within 45 days from the date of receipt of certified copy of this order, failing which the said amount shall carry interest @ 6% p.a. from the date of this order till the date of its actual realization to the complainant.

12] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per Rules under The Consumer Protection Rules, 2020. After compliance file be consigned to record room.

Announced

12.06.2026

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

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**AMRINDER SINGH SIDHU
PRESIDENT**

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**BRIJ MOHAN SHARMA
MEMBER**