

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 27.09.2025
Date of final hearing: 15.06.2026
Date of Pronouncement: 25.06.2026

Consumer Complaint No.-DC/18/CC/370/2025
IN THE MATTER OF

Sh. Aryan Rawat, S/o Sh. Channu Prasad, Resident of Laksh Market,
Doonga Bazaar, Tehsil and District Kangra, Himachal Pradesh.

(Through: Mr. Nitin Paul, Advocate)
.....Complainant

Versus

Nalanda Living Hostel, Knowledge Park-III, Greater Noida, GB Nagar-
201310, Uttar Pradesh. Through its Manager, Mr. Rahul Nagar.

(Already Ex-parte)
.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra
Members: Ms. Arti Sood & Sh. Narayan Thakur

Present:- Mr. Aniket Thakur, Ld. counsel for complainant.
Opposite party already ex-parte.

PER: Mr. Hemanshu Mishra, President:-

ORDER

Brief facts giving rise to the present complaint are that the complainant has filed the present consumer complaint seeking a refund of hostel advance fees, along with interest, compensation for mental harassment, and litigation expenses from the Opposite Party on account of deficiency in service. As per the averments made in the complaint, the complainant took admission in B.Tech at IILM University, Greater Noida, for the first semester on 17th August 2023. For accommodation purposes, the complainant approached the Opposite Party's hostel. On the same day, i.e. 17.08.2023, the complainant paid an advance amount of Rs.35,000/- (consisting of

Rs. 30,000/- + Rs. 5,000/-) towards the hostel accommodation. The Opposite Party issued Receipt No.655 for Room No.M-113 (AC), which was duly signed by their authorized signatory. The Opposite Party had assured various top-tier facilities, including quality food, working Wi-Fi, and regular maintenance services, inducing the complainant to opt for their accommodation. However, within one week of his stay, the complainant faced severe deficiencies. The food provided was sub-standard, maintenance was neglected and the promised Wi-Fi facility/password was never shared. The complainant formally informed the Manager of the Opposite Party on 23.08.2023 about these deficiencies and requested to discontinue his stay. The Manager verbally assured the complainant that the advance amount would be refunded after deducting the charges for a one-week stay. Despite multiple phone calls and reminders, the Opposite Party failed to honor their promise or issue the refund. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

2. Notices were sent to opposite party(s) by this Commission, which were duly served, but none appeared on behalf of opposite party(s) and opposite party(s) were proceeded ex-parte.

3. The complainant was called upon to produce evidence. In order to prove his complaint, complainant has filed affidavit Ext.CW-1 along with documents Annexures C-1 to C-3.

4. On the other hand, opposite party despite of valid service did not bother to contest the complaint and opted to remain ex-parte.

5. We have heard learned counsel for the complainant and have gone through the case file minutely.

6. Since the Opposite Party chose not to contest the matter despite valid service and remained *ex-parte*, the evidence adduced by the complainant stands un rebutted, unchallenged, and

uncontroverted. There is no reason to disbelieve the cogent, credible, and convincing documentary evidence placed on record.

7. The receipt (Annexure C-1) conclusively establishes that the Opposite Party collected a substantial advance of Rs.35,000/-. Accepting upfront commercial charges while failing to provide basic, habitable amenities like palatable food and internet connectivity constitutes a classic case of Deficiency in Service under the Consumer Protection Act. Since the complainant was compelled to vacate the premises within one week due to the uninhabitable conditions, the Opposite Party is legally and equitably bound to refund the balance amount after deducting reasonable charges for a seven-day stay. In the interest of equity and justice, a deduction of Rs.5,000/- for the one-week stay is deemed appropriate, leaving a refundable principal balance of Rs.30,000/-. Accordingly, the complaint deserves to be allowed.

8. Accordingly, the complaint is allowed and opposite party is directed to refund an amount of Rs.30,000/- to the complainant alongwith interest @ 9% per annum from the date of complaint till its realization. Apart from this, opposite party is also directed to pay compensation to the complainant to the tune of Rs.5,000/-, besides litigation cost quantified as Rs.5,000/-.

9. Applications pending, if any, stand disposed of in terms of the aforesaid order.

10. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The order be uploaded forthwith on the website of the Commission for the perusal of the parties.

11. File be consigned to record room along with a copy of this order.

(Hemanshu Mishra)
President

K.D* (Narayan Thakur)
Member

(Arti Sood)
Member