

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**SOUTH DELHI**

**CONSUMER COMPLAINT NO. DC/83/CC/68/2024**

DHRUV KASHYAP

PRESENT ADDRESS - C-131, POCKET A, AAI RESIDENTIAL COLONY, INA SOUTH, DELHI.

.....Complainant(s)

Versus

FORBCORP PRIVATE LIMITED

PRESENT ADDRESS - PLOT NO 738, SECTOR-82, JANTA INDUSTRIAL ESTATE SAS

NAGAR, MOHALI SOUTH, DELHI.

.....Opposite Party(s)

**BEFORE:**

**MONIKA A. SRIVASTAVA , PRESIDENT**

**KIRAN KAUSHAL , MEMBER**

**FOR THE COMPLAINANT:**

NEMO

**FOR THE OPPOSITE PARTY:**

NEMO

**DATED: 20/06/2026**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL FORUM-II**

**Udyog Sadan, C-22 & 23, Qutub Institutional Area**

**(Behind Qutub Hotel), New Delhi- 110016**

**Case No.68/2024**

**Dhruv Kashyap**

S/o Shri Ishwar Singh

C-131, 1<sup>st</sup> Floor

Pocket-A, AAI Residential Colony

INA, New Delhi-110023.

....Complainant

VERSUS

**Forbcorp Private Limited**

Plot No.738, Sector-82

Janta Industrial Estate Sas Nagar

Mohali, Punjab-160082.

....Opposite Party

**Coram:**

**Ms. Monika A Srivastava, President**

**Ms. Kiran Kaushal, Member**

**Present: Adv. Megha Gupta for complainant.**

**None for OP.**

**ORDER**

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Date of Institution:18.03.2024  
Date of Order :20.06.2026

**President: Ms. Monika A Srivastava**

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Complainant has filed the present complaint seeking Rs.1,90,000/- and compensation of Rs.2,00,000/-.

1. It is stated that the complainant purchased a Tour and Travel Membership from the OP on 06.03.2022. It is stated that OP provides Leisure ship Plan for luxury and royal vacations. It is stated that the complainant paid sum of Rs.1,90,000/- for membership out of which Rs.11,000/- was paid through savings account on 06.03.2022. Rs. 89,000/- through credit card on the same day and another Rs.90,000/- through credit card on 06.03.2022. The payment receipt is annexed as Annexure-2.

2. It is stated that complainant was promised range of benefits by OP such as (i) fully paid crypto Kerala/Goa (ii) four nights in Hotel Hyatt (iii) 6N/7D every trip every year for twelve years in Five star/four star hotels for international or domestic travel.
3. It is further stated that complainant booked a trip to Manali through OP but after that whenever he tried to book, he did not receive response from OP. Complainant has placed reliance on Annexure -3 by which he requests the OP through email, WhatsApp and phone.
4. It is further stated by the complainant, he requested the OP to refund the membership amount but he was told that the said amount is non-refundable. It is stated by the complainant that he has aggrieved by the OP on account tours not booked as promised and not refunding hard earned money of the complainant. In this regard complainant got a legal notice issued dated 29.01.2024 which is Annexure-4 but no reply was received from the OP.
5. Despite, notice being duly served OP did not put an appearance and was proceeded ex parte vide order dated 08.09.2024.
6. Complainant filed his evidence as well as written arguments. This Commission has gone through the entire material on record. The certificate placed by the complainant on record of OP membership is seen issued on 08.09.2023 which was for a period of twelve years.
7. Further, the complainant has placed on record various emails vide which the complainant has requested the OP to book holidays at various places and at different times dated 13.04.2022, 24.05.2022, 23.06.2022, 08.08.2022, 19.12.2022, 28.12.2022 and 13.05.2023. Complainant has also placed on record email received from the OP dated 13.05.2023 wherein he was informed by the OP that membership plan includes stays up to four star hotels and the complainant objected to the same stating that it was totally against the representation made by the representative of the OP at the time of selling the holiday package.

Complainant has also written to OP on 12.05.2023 where the OP has apologized to the complainant for the inconvenience and frustration caused to him.

Complainant has also referred to their mail dated 03.05.2023 where OP had informed the complainant that the membership is non-refundable as was clearly laid down in the terms and conditions however no terms and conditions are seen provided along with the certificate of membership which was given to the complainant.

It is therefore concluded that OP has been highly deficient in its service in not providing the terms and conditions of the membership to the complainant, in not providing holidays sought for by the complainant even at different times and in not providing exit clause in its terms and conditions.

The Hon'ble Supreme Court in *Texco Marketing (P) Ltd. v. TATA AIG General Insurance Co. Ltd.*, 2022 SCC OnLine SC 1546, decided on 09-11-2022 has held that

*the object of this Act is to make the Commission as consumer friendly as possible. Further, this Act takes in its sweep all forms of unfair trade practice and gives adequate ammunition to the Court to declare any form of unfair trade practice illegal while granting the appropriate relief. It also referred to the Consumer Protection Act, 2019 and said that, under this Act there exists ample power to declare any terms of the contract as unfair by the State Commission and the National Commission....*

This Commission therefore holds OP guilty of luring the complainant in entering in an agreement where there is no clause for refund under any circumstances. Such agreements are unconscionable and unfair.

OP is directed to refund Rs.1,90,000/- with interest @6% per annum from the date of first holiday requested i.e. 13.04.2022 which was not provided to the complainant. OP is further liable to pay compensation of Rs.10,000/- to the complainant for the harassment caused to him. This entire amount is to be paid within three months from the date of pronouncement of the order failing which the interest payable by the OP would be 8% per annum till realization.

Copy of this order be given to the parties as per rules. File be consigned to record room. Order be uploaded on the website.

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**MONIKA A. SRIVASTAVA**  
**PRESIDENT**

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**KIRAN KAUSHAL**  
**MEMBER**