

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/44/CC/961/2025**

MEGHNA NEHRA
PRESENT ADDRESS - HOUSE NO 69 SECTOR 19 A
CHANDIGARHCHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

SG DIET CLINIC PRIVATE LIMITED THROUGH ITS DIRECTOR SUKHPREET SINGH
PRESENT ADDRESS - SCO NO 411-412 FIRST FLOOR SECTOR 35-C
CHANDIGARHCHANDIGARH,CHANDIGARH.
DIET CLINIC A UNIT OF SG DIET CLINIC PRIVATE LIMITED THROUGH DIETICIAN SHREYA
GOEL
PRESENT ADDRESS - HOUSE NO 2284 SECTOR 35-C
CHANDIGARHCHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**HON'BLE PAWANJIT SINGH , PRESIDENT
HON'BLE MR. B.M.SHARMA , MEMBER**

FOR THE COMPLAINANT:

ARJUN DOSANJ (Advocate)

DATED: 01/07/2026

ORDER

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,
U.T. CHANDIGARH**

RBT/CC/961/2025 in CC/480/2024		
Date of institution		29/11/2024
Date of Decision		01/07/2026

Meghna Nehra aged 27 years wife of Rahil Mahajan resident of House No.69, Sector 19-A, Chandigarh.

Complainant

Versus

1. SG Diet Clinic Private Limited through its Director Sukhpreet Singh, Registered Office at SCO No.411-412, First Floor, Sector 35-C, Chandigarh

2. Diet Clinic a unit of SG Diet Clinic Private Limited through Dietician Shreya Goel at House No.2284, Sector 35-C, Chandigarh.

..Opposite Parties

CORAM :	SHRI PAWANJIT SINGH	PRESIDENT
	SHRI B.M. SHARMA	MEMBER

ARGUED BY : Sh. Arjun Dosanj, Advocate for complainant

: Sh. Gurcharan Singh, Advocate for OPs.

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by complainant against the opposite parties (hereinafter referred to as the OPs). The brief facts of the case are as under :-

a. It transpires from the averments as projected in the consumer

complaint that the complainant engaged the services of the OPs, a Healthcare and Wellness “Clinic” run by Dietician Shreya Goel, upon tall claims made by their representative Alpana that a personalized daily dietary package would be provided. Accordingly the complainant paid Rs. 28,000/- vide receipt dated 26.08.2024 (Annexure C-1). However, instead of personalized services, the complainant was given a standard diet chart and denied appointments (Annexure C-2). Her requests for alternatives and follow-ups went unanswered (Annexure C-3), and though initially the OPs admitted liability and sought bank details for refund (Annexure C-4), they later denied any refund policy despite no enrollment form being executed. It is alleged that despite repeated requests (Annexures C-5 and C-6) for refund nothing was done by the OPs. The aforesaid act amounts to deficiency in service and unfair trade practice on the part of OPs. OPs were requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OPs resisted the consumer complaint and filed their written version, inter alia, taking preliminary objections of maintainability and cause of action and admitted that the complainant engaged the services of the OPs on 26.08.2024 and after completion of internal office formalities, the first week's

diet package was duly conveyed to her on 28.08.2024. Further, Annexure C-2 shows extensive WhatsApp communication between the complainant and the Dietician on 28.08.2024 from 6:58 PM to 11:33 PM, at which time the complainant sought refund despite having signed the enrolment form dated 26.08.2024 (Annexure OP-1). It is averred that the complainant was fully aware of the terms and conditions before signing enrolment form and was clearly informed that the company provides professional services through qualified professionals, that results require strict adherence to diet charts over time, and that the fee charged includes CGST & UTGST already deposited with the authorities, making the fee non-refundable. On merits, the facts as stated in the preliminary objections have been reiterated. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.

c. No rejoinder filed on behalf of the complainant.

2. In order to prove their respective claims the parties have tendered/proved their evidence by way of respective affidavits and supporting documents.
3. We have heard the learned counsel for the parties and also gone through the file carefully, including the written arguments on record.

- (i) At the very outset, it may be observed that when it is an admitted case of the parties that the complainant engaged the services of the OPs for diet package and paid Rs.28,000/- as is evident from Annexure C-1 but as per complainant the OPs did not provide proper service as they neither sent personalized diet chart despite promise made nor refunded the amount, the case is reduced to a narrow compass as it is to be determined if the aforesaid act of the OPs amounts to deficiency in service and the complainant is entitled for the relief as prayed for as is the case of the complainant or if the complaint being false and frivolous is liable to be dismissed.
- (ii) The case of the complainant is that, despite payment of a substantial amount, the OPs failed to provide the personalized diet chart as promised. Furthermore, despite repeated requests, no refund was made to the complainant.
- (iii) The defence of the OPs is that the complainant was provided proper service and that there was no deficiency on their part.
- (iv) However, it is evident from Annexure C-1 that the complainant purchased the diet package on 26.08.2024 and the OPs received an amount of ₹28,000/- from the complainant. However, just three days later, on 29.08.2024, when the complainant requested an appointment, the OPs attempted to delay the matter and asked

the complainant to wait. This clearly shows that the OPs failed to attend to the complainant's concerns properly, despite receiving a substantial amount. Moreover, even after receiving the complainant's account details, the OPs did not refund the amount.

- (v) From the foregoing discussion, it is clear that the OPs, after receiving a substantial payment from the complainant, failed to provide the promised personalized diet service. This amounts to deficiency in service on the part of the OPs. Accordingly, they are liable to refund the amount paid by the complainant.

4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OPs are directed as under :-

- (i) to refund ₹28,000/- to the complainant alongwith interest @ 9% per annum (simple) from the date of payment onwards
- (ii) to pay lumpsum amount of ₹7000/- to the complainant as compensation for causing mental agony and harassment and towards costs of litigation;

5. This order be complied with by the OPs jointly and severally within a period of 45 days from the date of receipt of certified copy thereof, failing which the principal amount(s) mentioned at Sr.No.(i) & (ii) above

shall carry penal interest @ 12% per annum (simple) from the date of expiry of said period of 45 days, instead of 9% [mentioned at Sr.No.(i)], till realization.

6. Pending miscellaneous application(s), if any, also stands disposed off.

7. Certified copies of this order be sent to the parties free of charge.

The file be consigned.

Announced

01/07/2026

mp

[Pawanjit Singh]

President

[B.M. Sharma]

Member

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PAWANJIT SINGH
PRESIDENT

.....
B.M.SHARMA
MEMBER