

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**  
**CHANDIGARH DISTRICT COMMISSION**  
**CONSUMER COMPLAINT NO. DC/AB1/44/CC/223/2023**

AASTHA SAINI

PRESENT ADDRESS - VPO BOHAN, DISTRICT HOSHIARPUR CHANDIGARH, CHANDIGARH.  
.....Complainant(s)

Versus

BB COUNCIL THROUGH ITS PROPRIETOR RAVINDER SINGH, SCO NO. 69, 3RD FLOOR,  
SECTOR 17-B, CHANDIGARH  
PRESENT ADDRESS - SCO NO. 69, 3RD FLOOR, SECTOR 17-B, CHANDIGARH  
CHANDIGARH, CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

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

**FOR THE COMPLAINANT:**

AASTHA SAINI, DEEPAK ARORA (Advocate)

**FOR THE OPPOSITE PARTY:**

BB COUNCIL THROUGH ITS PROPRIETOR RAVINDER SINGH, SCO NO. 69, 3RD  
FLOOR, SECTOR 17-B, CHANDIGARH

**DATED: 29/06/2026**

**ORDER**

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

=====

Consumer Complaint No : 223 of 2023

Date of Institution : 12.04.2023

Date of Decision : 29.06.2026

Aastha Saini aged about 21  
years daughter of Sandeep Kumar resident of VPO Bohan, District Hoshiarpur.

... .. Complainant

Versus

1. BB Council through its Proprietor Ravinder Singh, SCO No.69, 3<sup>rd</sup> Floor, Sector 17-D, Chandigarh 160017 (Alternative Address: House No.21-B, Shivalik Avenue, Kharar, Mohali). **[Service of OP No.1 dispensed with]**
2. Ravinder Singh s/o Surinder Singh, SCO 69, 3<sup>rd</sup> Floor, Sector 17-D, Chandigarh 160017.  
Alternate: Ravinder Singh son of Surinder Singh, Burail Jail, through Jail Superintendent.
3. Pushpinder Kaur c/o BB Council, SCO No.69, 3<sup>rd</sup> Floor, Sector 17-D, Chandigarh 160017. **[Service of OP No.3 dispensed with]**
4. Pushpinder Kaur d/o Sukhdev Singh, H.No.19, Village Chuaharpur, Parmjitpur, Sultanpur Lodhi, Kapurthala.

... .. Opposite Parties

**BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT**

**MR.B.M.SHARMA, MEMBER**

**Argued by:** Sh.Sandeep Kumar, SPA of Complainant.

Service of OP No.1 & 3 dispensed with.

OP No.2 & 4 ex-parte.

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

-

1] The complainant has filed the present consumer complaint pleading that he approached the OPs, who were engaged in providing immigration and student visa consultancy services, after seeing their advertisement on Facebook regarding study visas for Canada. Relying upon the representations made by the OPs and their authorized representative Ms.Pushpinder Kaur, the complainant engaged their services for obtaining a

Canadian Study Visa. Pursuant to the assurances given by the OPs, the complainant made the payments towards processing of her study visa application, i.e. Rs.35,000/- transferred through bank to the account of Ravinder Singh on 25.04.2022; Rs.2,00,000/- paid in cash towards processing fees on 03.06.2022; Rs.6,50,000/- paid in cash towards further completion of fee on 15.06.2022 and Rs.3,50,000/- paid in cash towards GIC requirements on 02.08.2022. Thus the complainant paid a total sum of Rs.12,35,000/- to the OPs. During the course of processing, the OPs issued an Offer Letter dated 01.06.2022 and a Letter of Acceptance dated 27.06.2022, representing that the complainant had secured admission in a Canadian institution. The conditional offer letter showing prepaid fee is annexed as Annexure C-2 with the complaint.

It is pleaded that on account of the OPs' repeated delays and evasive replies, the complainant independently verified her admission status with the concerned Canadian institution, Academy of Learning (AOL College), which categorically confirmed through e-mail dated 27.08.2022 that no admission record existed in the complainant's name. The relevant e-mail correspondence is annexed as Annexure C-1 with the complaint. Thereafter, the complainant approached the OPs seeking an explanation and refund of the amount paid. Instead of refunding the money, the OP attempted to shift the entire responsibility upon their former employee Ms.Pushpinder Kaur, while refusing to discharge their contractual and legal obligations. The complainant served a legal notice upon the OP demanding refund of Rs.12,35,000/- along with interest and compensation. The copy of the legal

notice is annexed as Annexure C-3 with the complaint. The OP, vide reply dated 13.12.2022, falsely denied receipt of the payments except Rs.35,000/- and disowned liability by alleging misconduct on the part of their former employee Ms.Pushpinder Kaur. The said reply is annexed as Annexure C-4 with the complaint. It is pleaded that the acts of the OPs in collecting substantial amount, issuing fabricated admission documents, failing to process the complainant's study visa, refusing to refund the amount and attempting to evade liability amounts to deficiency in service and unfair trade practice, causing financial loss, mental agony and harassment to the complainant. Hence, the present consumer complaint has been filed by the complainant with a prayer to direct the OPs to refund Rs.12,35,000/-, compensation for mental agony and harassment and cost of litigation expenses.

2] OP No.2 & 4 did not appear before this Commission despite service of notice, hence, they were proceeded against ex-parte vide order dated 08.07.2025 and 04.11.2024 respectively.

3] In view of the application (IA/85/2025) given by the complainant, the service of OP No.1 & 3 stood dispensed with vide order dated 01.01.2026.

4] Complainant led evidence in support of her contention.

5] We have heard Sh.Sandeep Kumar, SPA of the Complainant and gone through the documents on record including written arguments.

6] The present consumer complaint has remained unrebutted. The OP No.2 & 4 did not appear to contest the claim of the complainant and preferred to be proceeded ex-parte. This act of the OP No.2 & 4 draws an adverse inference against them. Their non appearance shows that they have nothing to say in their defence against the allegations made by the complainant. The service upon OP No.1 & 3 was dispensed with on the application of the complainant. Therefore, the assertions of the complainant go unrebutted and uncontroverted.

7] The complainant has proved that she approached the OPs for obtaining a Canadian Study Visa after seeing their advertisement and deposited Rs.35,000/- on 25.04.2022 in the account of OP No.2 Ravinder Singh. She has further deposed on oath that subsequent amounts of Rs.2,00,000/- on 03.06.2022, Rs.6,50,000/- on 15.06.2022 and Rs.3,50,000/- on 02.08.2022 were paid in cash to Ms.Pushpinder Kaur, who was admittedly working as an executive of the OPs at the relevant time. Although no separate receipts have been placed on record regarding these cash payments, the complainant has consistently explained that despite repeated demands, the receipts were never issued by the OPs. The sworn affidavit of the complainant constitutes substantive evidence. In the absence of any rebuttal & contrary evidence, there is no reason to disbelieve the testimony of the complainant. The complainant has produced on record the Offer Letter dated 01.06.2022 (Annexure C-2), which formed the basis for obtaining the study visa.

8] The complainant has also produced the e-mail correspondence (Annexure C-1) received from the Academy of Learning (AOL College),

Canada, wherein the institution categorically informed that no admission record existed in the name of complainant. The said communication clearly establishes that the documents supplied by the OPs during the course of visa processing were not genuine and that no valid admission had been secured for the complainant. Despite repeated requests, the OPs neither processed the complainant's visa nor refunded the amount received from her.

9] The conduct of OP No.2 & 4 in receiving consideration for processing the complainant's study visa, issuing documents representing that admission had been secured, failing to complete the promised services and thereafter not refunding the amount clearly amounts to deficiency in service as well as unfair trade practice.

10] In view of the unrebutted evidence produced by the complainant and the discussion made hereinabove, it is safe to hold that the complainant has successfully established deficiency in service and unfair trade practice on the part of OP No.2 & 4. Hence, the present consumer complaint succeeds, the same is accordingly partly allowed and the OP No.2 & 4 are directed as under:-

- i) to refund Rs.12,35,000/- to the complainant along with interest @ 9% per annum from the respective dates of deposits till the date of its actual realization.
- ii) to pay lump sum compensation of Rs.20,000/- to the complainant towards the harassment caused as well as litigation expenses.

This order be complied with by the OP No.2 & 4 within 45 days from

the date of receipt of its certified copy.

11] 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**

29.06.2026

**Sd/-**

**(AMRINDER SINGH SIDHU)**

**PRESIDENT**

**Sd/-**

**(B.M.SHARMA)**

**MEMBER**

as

.....

**AMRINDER SINGH SIDHU  
PRESIDENT**

.....

**BRIJ MOHAN SHARMA  
MEMBER**