

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
VAZHUTHACADU THIRUVANANTHAPURAM

PRESENT

SRI. P.V. JAYARAJAN :PRESIDENT

SMT. PREETHA G. NAIR :MEMBER

SRI. VIJU V.R. :MEMBER

CC.NO.639/2023 (Filed on :04/12/2023)

ORDER DATED :02/07/2026

Complainant : T.S. Ashish (Social Activist)T.C. 39/1595(1), "Aparna House"
Manacaud P.O, Killipalam, Thiruvananthapuram – 695 009.

(Party in person)

Opposite parties : 1. OYO Hotels and Homes Pvt Ltd., Rep. by its Director,
Ground Floor-001, Mauryansh Elanza,Shyamal Cross Road,
Near Parekh Hospital,Ahmedabad, Gujarat- 380015.

(By Advs.Nithya.S & K.S.Arundas for OP1)

2. The Property Manager, OYO Hotel 12roomzBus Stop, 5,
Periyamudaliyar Chavadi,Kottakuppam, Pondicherry,Tamil
Nadu- 605101.

(OP2 set ex parte on 17/05/2024)

ORDER

SRI.P.V. JAYARAJAN, PRESIDENT:

This complaint filed under section 35 of Consumer Protection Act 2019 and stood over to this date for consideration and this Commission passed the following order.

2. This is a complaint filed by the complainant against the opposite parties alleging deficiency in service on the part of the opposite parties. After admitting the complaint notice was issued to the opposite parties to appear before this Commission on 31/01/2024. After accepting the notice, the 1st opposite party entered appearance and filed written version denying the allegations raised by the complainant. After

accepting the notice, 2nd opposite party did not appear before this Commission and hence 2nd opposite party was called absent and set ex parte on 17/05/2024.

3. The complainant's case in short is that on 09/11/2023, at about 10:30 AM, the complainant in connection with his visit to Puducherry, booked an AC room accommodation at the 2nd opposite party's Hotel named "OYO Hotel 12roomz" through the 1st opposite party's mobile application named "OYO" and the complainant paid the full amount of Rs.414/- through UPI Payment mode. Subsequently, the complainant received a confirmation email from the 1st opposite party company regarding the room booking. The check-in time for the aforesaid room was 12 Noon and the complainant reached at the 2nd opposite party's Hotel at 11:45 AM on 09.11.2023, and the staff of the hotel made a phone call from her mobile phone to the 2nd opposite party property manager and handed over the phone to the complainant. The complainant informed the 2nd opposite party property manager that he had arrived at the hotel and wished to check into the room which he had booked through the 1st opposite party's "OYO APP." Subsequently, the 2nd opposite party property manager demanded an additional Rs.800/- to the complainant for the room which he had already booked. The 2nd opposite party property manager informed the complainant that unless the complainant pays the extra amount, he would not allow the complainant to check in. However, the complainant did not heed to the demands of the 2nd opposite party and contacted the customer care number of the 1st opposite party company and raised a concern regarding the Check in issue. The customer care executive of the 1st opposite party company directed the complainant to share his identity card to their email address. Accordingly, the complainant sent the same to their email address and in pursuant to that the customer care executive arranged a conference call with the Area manager of the 1st opposite party company. The Area Manager assured the complainant that he had instructed the 2nd opposite party property manager to allow the complainant to check in and requested the complainant to wait at the reception counter for 10 minutes.

After 10 minutes, the area manager again requested the complainant to wait for an additional 5 minutes, to which the complainant complied. It is submitted that, thereafter the area manager informed the complainant that the 2nd opposite party property manager had gone outside to have his breakfast, so the complainant would need to wait for an additional 10 minutes. The complainant submits that the complainant had arrived at the hotel for check-in at 11:45 AM and had already waited for about 1 hour until 12:40 PM, as instructed by the area manager and customer care executive of the 1st opposite party company. Thereafter the complainant became tired and left away from the 2nd opposite party's Hotel without occupying the room which the complainant already booked through the "OYO APP". While leaving the hotel of the 2nd opposite party, the complainant sent an email to the 1st opposite party company that he is leaving the hotel without occupying the room. The complainant submits that the 2nd opposite party property manager, intentionally delayed the check-in with some malicious intention. The complainant further submits that the delay was a direct consequence of the complainant's refusal to provide him with additional amount, which he had demanded. It is submitted that, due to the acts of the opposite parties, the complainant could not occupy the room which he already booked and the same resulted in disrupting all his travel itinerary and has caused significant and untold inconveniences to the complainant. The complainant further submits that when the complainant booked the said room through 1st opposite party's online App, the opposite parties failed to issue any bill/invoice/receipt to the complainant and the same is against the provisions of Consumer Protection (General) Rules, 2020 and hence, alleging deficiency in service and unfair trade practice on the part of the Opposite Parties the complainant approached this Commission for redressal of his grievances.

4. The 1st opposite party filed written version contending that the Complainant approached the 1st opposite party for the very first time on the check-in date i.e. on 09/11/2023 and highlighted a check-in denial issue, and the agent on behalf



of the 1st opposite party called the property manager and the AGM and the AGM informed the agent that the Complainant is not providing the valid ID card, and the same was duly informed to the Complainant. The Complainant was also asked to share the ID proof with the 1st opposite party, after which Complainant shared the ID proof with the 1st opposite party. That thereafter, agent shared the ID proof with the AGM, post which AGM informed the agent that now they will provide check-in to the Complainant and had asked the Complainant to wait for 5 minutes, however Complainant was not listening and had started shouting on the AGM and disconnected the call. It is submitted that the 1st opposite party resolved the issue of the Complainant at a time, however the Complainant started shouting on the AGM and property manager with the reasons best known to him. Hence, the present Complaint is devoid of any merits as there was no deficiency of service from the side of the 1st Opposite Party. The 1st opposite party submits that Complainant is making a false story with an intention to mislead the District Commission just to get compensation from the 1st Opposite Party. It is further submitted that the 1st Opposite Party duly resolved the issue of the Complainant, despite this fact that the Complainant has filed this frivolous Complaint against the 1st opposite party just to harass and to damage the reputation of the 1st opposite party. It is submitted that the agent on behalf of the 1st opposite party called the property manager for the validation of the issue, after which property manager informed to the agent that they are ready to provide check-in to the Complainant. That thereafter, the agent made a conference call with the Complainant and the property manager, wherein the property manager informed to the Complainant that he can check-in now, however there has been no response on behalf of the Complainant. It is further submitted that the role of the 1st opposite party is only to provide a platform to the users to do bookings, however the rest of the operational liability is of the concerned hotel, hence 1st opposite party cannot be held liable for the act or omission of the Opposite Party No. 2 and therefore the present Complaint is liable to be dismissed with



cost in favour of the 1st opposite party. It is submitted that Complainant is misleading this Hon'ble District Commission by giving false statement. According to the 1st opposite party, once the booking has confirmed a confirmation email is sent to the users along with the copy of invoice, in the present case the Complainant has suppressed the material facts from this Commission. It is further submitted that 1st opposite party did not receive any legal notice from the Complainant. Furthermore if the 1st opposite party would have received any notice from the Complainant, then the 1st opposite party would have duly replied to the same. Hence the 1st Opposite Party prays for dismissal of this complaint.

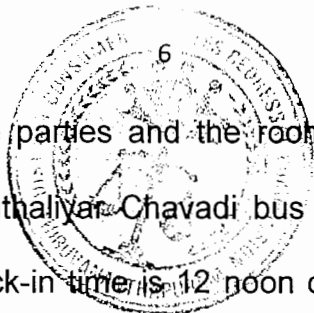
5. The evidence in this case consists of the affidavit of complainant as PW1 and Exts.A1 to A5 series marked on behalf of the complainant. The 1st opposite party filed affidavit and Exts.B1 & B2 marked.

6. Issues to be considered are :-

1. Whether there is any deficiency in service and unfair trade practice on the part of opposite parties?
2. Whether the complainant is entitle for the relief claimed
3. Order as to cost?

7. Heard. Perused affidavit, documents and connected records. To substantiate the case of the complainant, the complainant himself sworn an affidavit as PW1 and Exts.A1 to A5 series marked. Ext.A1 is the copy of the confirmation email dated 09/11/2023. Ext.A2 series are the copy of the emails dated 09/11/2023. Ext.A3 is the copy of the email dated 09/11/2023. Ext.A4 is the copy of the notice dated 11/11/2023. Ext.A5 is the copy of the letter dated 05/01/2024. Exts.A5(a) & A5(b) are the copy of postal receipts. The 1st opposite party sworn an affidavit as DW1 and Exts.B1 & B2 marked. Ext.B1 is the copy of the Authorisation. Ext.B2 is the copy of the terms of Use.

7. We have carefully gone through the rival contentions of both parties. Ext.A1 email communication dated 09/11/2023 proves that the complainant's booking

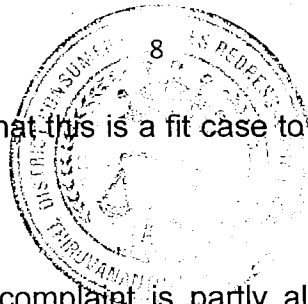


was confirmed by the opposite parties and the room was allotted in OYO Hotel 12 Roomz situated near Periyamuthaliyan Chavadi bus stop Kattakoppam, Pondicherry. Ext.A1 further reveals that check-in time is 12 noon on 09/11/2023 and the check-out time is 11 am on 10/11/2023. Ext.A2 email communication reveals that the complainant has raised a complaint with opposite parties regarding check-in issue on 09/11/2023 at 11.59 am. Ext.A2(a) proves that the complainant forwarded the copy of the ID proof to opposite parties at 12.01 pm. Ext.A3 is the email communication by the complainant to the opposite parties at 12.54 pm stating that from 11.45 am onwards the complainant is waiting for a check-in and the concerned staff has delayed the check-in till the time of Ext.A3 communication i.e., at 12.54 pm and hence he is leaving the premises with protest without occupying the room booked by him. From the email communication produced by the complainant it is evident that the complainant was ready for check-in at 12 noon and till 12.54 pm i.e., the time mentioned in Ext.A3 email communications, he was at the premises of hotel arranged by the opposite parties and he could not check-in to his already booked room by paying the full amount towards consideration in advance. It is pertinent to note that the complainant issued Ext.A4 registered notice to the opposite parties and after accepting the said notice, the opposite parties not even cared to send a reply to the said notice. Ext.A4 notice is dated 11/11/2023 and this complaint was filed only on 04/12/2023. Though the opposite parties have raised serious contentions relying on Ext.B2 terms and conditions, they have not put forward such a defence by utilizing the first opportunity by way of sending a reply to Ext.A4 notice. Another allegation raised by the complainant is that though the complainant has paid the room rent to the opposite party, he was not served with a bill or invoice for the said payment which is a legal right of a consumer. Ext.A1 email communication is the first communication from the opposite party informing the complainant about the confirmation of hotel booking. A perusal of Ext.A1 will go to show that there is no attachment annexed with Ext.A1 email communication such as bill or invoice for the

payment made by the complainant. So it is evident that there is a violation of the provisions of Consumer Protection (General) Rules, 2020. Hence from the available evidence before this Commission we find that there is deficiency in service and unfair trade practice on the part of the opposite parties. The complainant also sought a relief of compensation of Rs.1,00,000/- towards the mental agony and financial loss and litigation cost suffered by him, but the complainant failed to produce any evidence showing the additional expenses incurred by him for providing alternative accommodation etc. Hence we find that the claim of Rs.1,00,000/- towards compensation by the complainant without producing supporting documents and evidence is not sustainable. At the same time it is evident that the complainant who booked the room in advance was forced to wait for one hour for check-in to the room reserved by him by paying the entire amount in advance has caused much inconvenience, mental stress and financial loss which is to be compensated by the opposite parties.

10. By swearing an affidavit as PW1 and by marking Exts.A1 to Ext A5 series documents, we find that the complainant has succeeded in establishing his case against the opposite parties. Though the 1st opposite party sworn an affidavit and documents and Ext.B1 & B2 were marked on behalf of the 1st opposite party, those evidence are not sufficient to discredit the evidence adduced by the complainant. From the available evidence before this Commission, we find that there is deficiency in service and unfair trade practice on the part of the opposite parties. It is also evident from the evidence adduced by the complainant that the complainant has suffered mental agony and financial loss due to the act of the opposite parties. As the mental agony and financial loss to the complainant was caused due to the deficiency in service and unfair trade practice on the part of the opposite parties, we find that the opposite parties are jointly and severally liable to compensate the loss sustained by the complainant. In view of

the above discussions, we find that this is a fit case to be partly allowed in favour of the complainant.



In the result the complaint is partly allowed. The opposite parties are jointly and severally directed to refund the booking amount of Rs.415/- (Rupees Four Hundred and Fifteen only) along with Rs.5,000/- (Rupees Five Thousand only) towards compensation and Rs.3,000/- (Rupees Three Thousand Only) being the cost of this proceedings to the complainant within 30 days from the date of receipt of this order failing which the amount except cost shall carry an interest @ 9% per annum from the date of order till the date of realization / remittance.

A copy of this order as per the statutory requirements be forwarded to the parties free of charge and thereafter the file be consigned to the record room.

Dictated to the Confidential Assistant, transcribed by her corrected by me and pronounced in the Open court, this the 02nd day of July, 2026.

Sd/-
P.V. JAYARAJAN : PRESIDENT

Sd/-
PREETHA G. NAIR : MEMBER

Sd/-
VIJU V.R. : MEMBER

District Consumer Disputes Redressal Commission
Thiruvananthapuram.

Free certified copy

Serial No. of the Application.....

Date of receipt of Application.....

Name of the Applicant.....

Date of disposal.....2-7-26

Date of Preparation of copy.....3-7-26

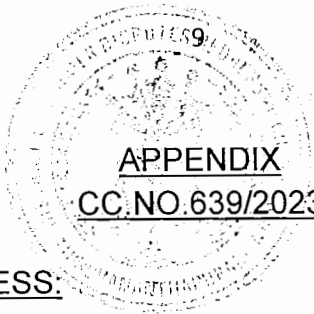
Date of despatch of free certified copy by order

By Hand.....7-7-26

By Post.....

R

Assistant Registrar



I. COMPLAINANT'S WITNESS:

PW1 : Ashish.T.S

II. COMPLAINANT'S DOCUMENTS:

A1 : Copy of the confirmation email dated 09/11/2023.
A2 series : Copy of the emails dated 09/11/2023.
A3 : Copy of the email dated 09/11/2023.
A4 : Copy of the registered notice dated 11/11/2023.
A5 series
A5 : Copy of the letter dated 05/01/2024.
A5(a) & (b) : Copy of postal receipts.

III. OPPOSITE PARTY'S WITNESS:

DW1 : Ricky Sharma

IV. OPPOSITE PARTY'S DOCUMENTS:

B1 : Copy of the Authorisation.
B2 : Copy of the terms of Use.

V. COURT EXHIBITS:

NIL

Sd/-

PRESIDENT

The parties are requested to collect the extra sets of the records within one month from the date of receipt of this order and in case of default, the extra sets shall be weeded out as per Regulation 20 of Consumer Protection (Consumer Commission Procedure) Regulations, 2020.