

DATE OF FILING: 04-07-2025

DATE OF ORDER: 11-09-2026

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL

COMMISSION – II: HYDERABAD

P R E S E N T

SRI VAKKANTI NARASIMHA RAO ... PRESIDEN

SMT. SUMA VALA MEMBER

FRIDAY THE 11TH DAY OF SEPTEMBER, 2026

CONSUMER CASE NO. 70/2025

BETWEEN:

Chanda Athish Kumar, S/o Chanda Lakshmaiah, Aged about 33 years,
Hindu, Occ: Advocate, H-No: 16-11-511/F/1 F105, Subham Residency,
Shalivahana Nagar, Moosarambagh, Hyderabad – 500036

...Complainant

AND

1. PVR Cinemas, Rep. By its Authorized Person, TS No.2,5 & 6. Ward No. 170, Level 5 Block-B, Gaddiannaram, Next Galleria Mall, Moosarambagh, NH 65, Saidabad, Hyderabad, Telangana 500036.
2. PVR Inox Ltd, Rep. By its Managing Director, 7th Floor, Lotus Grandeur Building, Veera Desai Road, Opposite Gundecha Symphony, Andheri (West), Mumbai, Maharashtra, 400053.

.... Opposite Parties

This Complaint is coming before us on this the 17th day of August, 2026 in the presence of Learned Counsel Shaik Ranjith Pasha, Advocate, appearing for the complainant and Learned Counsel Sri. M. Naga Deepak, Advocate, appearing for the opposite parties No. 1 and 2 and on perusal of material papers available on record, having stood over for consideration till this day, the Commission passed the following: -

O R D E R

(BY SRI VAKKANTI NARASIMHA RAO, HON'BLE PRESIDENT ON BEHALF OF THE BENCH)

This Complaint is filed on 4th July, 2025 by the complainant under Section 35 of Consumer Protection Act, 2019 with a prayer to direct the opposite parties to: -

1. Pay Compensation of Rs. 1,00,000/- (Rupees One Lakh Only) for mental agony and harassment.
 2. Pay appropriate punitive damages and costs.
 3. Pay litigation costs of Rs. 15,000/- (Rupees Fifteen Thousand only)
 4. Grant any other relief or reliefs as the Commission deemed fit and proper in the Circumstances of the case and in the interest of justice.
1. The brief averments as made-out under the Complaint is that the Complainant purchased two movie tickets on 20th June, 2025 around 21:59:33 hours for the movie “Kubera (Telugu)” that was directed by the Shekar Kammula by paying Rs. 500/- that was scheduled to be screened at 10:35 PM. The duration of the movie to be screened for 3 Hours 2 Minutes (182 Minutes) and his Movie Ticket States that the Screen Name is AUDI 01 and seat No. A-4 and A-5 on Friday 20th June, 2025 along with his Friend and planned to returned home as the show ends up around 01:45 AM and can reach house around 02:00 AM as the home is nearby the Movie Theatre and can be reached within 15 Minutes. The next day is a Weekend Saturday and follows Sund. The Complainant along with his friend, entered the corridor of the Movie Theatre at around 10:25 PM and was seated in the allotted seats by 10:30 PM wherein the 1st Opposite Party commenced telecasting advertisements and movie trailers from 10:30 PM onwards, giving the impression to the Complainant that the actual movie would begin within the next five minutes, aligning with the scheduled movie start time of 10:35 PM. How-ever, contrary to this expectation, the movie did not commence at the scheduled time and 1st Opposite Party continued to play a series of advertisements and movie trailers until 10:52 PM (22:52 hours) that caused a delay of approximately 22 minutes was occurred in commencement of screening the picture time. The things thus stood so, at 10:52 PM the 1st Opposite Party proceed to telecast public service awareness films as mandated by the Ministry of Information and Broadcasting, Government of India. The main feature began only thereafter. This unwarranted delay of nearby 22 minutes comprised of non-essential advertisements and promotional trailers

represents a clear deficiency in service on the part of the 1st and 2nd Opposite Parties. The deliberate act of telecasting advertisements during the show time clearly constitutes an unfair trade practice under the Consumer Protection Act, 2019. The 1st Opposite Party is under the notice and knowledge of the 2nd Opposite Party willfully misrepresented the actual timing of the movie in order to commercially exploit the audience by making them watch unnecessary and unwanted advertisements, thereby earning undue revenue through the sale of advertisement slots at the cost of the consumer's valuable time. Such practices are deceptive and coercive in nature and violate the rights of moviegoers and viewers, who pays the full ticket price expecting to watch the scheduled film at the designated time. The misrepresentation of the show timing amounts to willful misconduct and exploitation of consumer patience and trust, attracting the presumption of 'unfair and deceptive business practices' as defined under the Consumer Protection Act, 2019 and thereby depriving the viewers, including the Complainant and his valuable time.

2. As per Office Memorandum of Ministry of I & B with File No. M-114014/3/2014-DO (FA) dated: 30th November, 2023 in Para No. 3 and 5 which clearly states that: -

Para 3 Mandatory Screening of PSA films / Approved films: It is mandatory for all film exhibitors/ theatre owners / Digital Cinema Service Providers / agencies / licensee applicants to screen the PSA films/ Approved films in their cinema theatres. These are prescribed under section 12 (4) of Cinematographs Act, 1952 and the extant provisions of the relevant States' Acts dealing with exhibition of films in the State, and in the light of the Judgement of the Hon'ble Supreme Court dated: 15th July, 1999 in Civil Appeal No. 3766-67 of 1999 arising out of SLP (C) Nos. 4620-4621 of 1996 of Uol Vs MPA.

Para 5 Duration of PSA Films: Earlier PSA films/ Approved films were screened in the Cinema theatres up to 15 to 20 minutes or 1/5th of total duration of the feature films, which was also taken cognizance by the Hon'ble Supreme Court in their judgment under the Reference No. 1. The

duration of screening of the Approved Films/ PSA Films as of now has been reduced up to 2 minutes". Additionally, State Governments may further provide PSA films having a duration of up to 2 minutes to be screened in the cinema theatres. The PSA films of the Central Government and the State Governments shall be screened within 10 minutes before the beginning of the film and during the interval period before the start of the second half of the movie package.

This clearly indicates that the duration of screening of the Approved Films / PSA Films has now been restricted to up to 2 minutes, However, 1st Opposite Party under the management and control of 2nd Opposite Party has wilfully and deliberately violated the aforesaid mandate by telecasting commercial advertisements, as stated above, with the intent of derive undue commercial benefit the said Notification attached as Document No. 2.

3. It is the further case of the Complainant is that due to the delay caused by the 1st and 2nd Opposite Parties in commencement of screening of the movie, he had planned to returned home by around 2.00 AM (Accounting for the original movie duration and expected travel time), reached home 3.00 AM for which a delay of nearly one full hour was occurred which caused significant inconvenience to the Complainant, including disruption of personal commitments and rest schedule. Such an extended delay, which was solely due to the unwarranted telecasting of excessive advertisements, has resulted in mental harassment, undue hardship and disturbance to the Complainant's routine and well-being. This additional delay also exposed his safety risks while communicating at an odd hour, and further amounts to negligence and lack of reasonable care on the part of the 1st and 2nd Opposite Parties. The deliberate and systematic pattern of inserting excessive advertisements with the intent to monetize viewer presence while concealing the actual start time of the movie is not only unethical but is also tantamount to be cheating and breach of trust for which unfair and deceptive acts upon the part of the Opposite Parties, they are held liable.

4. The Opposite Parties filed their Written Version by denying the material averments under the Complaint except those that are specifically admitted hereunder. All the averments under the Complaint are false, frivolous, vexatious, neither maintainable in law nor on facts for which the same is liable to be dismissed with exemplary costs. It is an admitted fact that the Complainant purchased two movie tickets of the movie “Sekhar Kammula’s Kubers” on 20th June, 2025 and the movie was scheduled at 10:35 PM. The right to exhibit the advertisements, PSAs, Commercials and movie trailers are well within their right to carry on trade and business which is guaranteed by Article 19 (1) (g) of the Constitution of India. The right includes all activities which enable citizens to generate economic benefits. Further, as held by the Hon’ble Supreme Court in K.C. Cinema Vs. State of Jammu & Kashmir (reported in (2023) 5 SCC 786 (Para 23), a cinema hall is a private property of the owner of the hall. The owner of the hall is entitled to stipulate terms and conditions so long as they are no contrary to public interest, safety and welfare. Exhibiting advertisements, PSAs and trailers is the prerogative of the Opposite Parties as long as they are not contrary to public interest, safety and welfare. In fact, they serve public interest. There is no law or mandate which prohibits the Opposite Parties from exhibiting the above. Thus, the time utilized towards such public awareness, regardless of its nature, cannot be considered as a delay of deficiency of service. Therefore, the Complaint made by the Complainant has no basis. The main objective of such announcements being the spread of awareness among the citizens on important social issues such as education and literacy, agriculture and rural development, welfare of women and weaker sections, Swachh Bharat etc., These public service announcements are screened during prime time, prior to screening of any movie, when the audience is seated inside the theatre. In the light of the above circumstances and the averments raised under the Written Version, the claims made under the Complaint are bereft of material particulars and devoid of merits for which the complaint is deserved to be dismissed.

5. Evidence Affidavit of the Complainant filed Ex. A-1, A-2 and M.O. No. 1 (C.D) filed for the Complainant. Evidence Affidavit of the Opposite Parties filed and reported no documents on their behalf. Written Arguments of the Complainant filed on 8th April, 2026 and Written arguments of the Opposite Parties also filed by the Opposite Parties on 21st July, 2026. The Complainant filed Additional Written Arguments on 17th August, 2026 in support of his Contentions. Heard both parties. Perused the record. Considering the facts of the case, the points to be answered for determination are: -

1. Whether the Complainant is made-out any deficiency of service as claimed under the Complaint?
2. Whether the Complainant is entitled for the relief sought under the Complaint?
3. To what relief?

POINT NO. 1 AND 2: -

1. It is an admitted fact that the Complainant purchased two movie tickets of the movie "Sekhar Kammula's Kubera" on 20th June, 2025 under Ex. A-1 and the movie was scheduled at 10:35 PM.
2. It is also not in dispute that the Complainant along with his friend was entered into theatre and seated in the allotted seats under Ex. A-1 by 10:30 PM wherein the 1st Opposite Party commenced telecasting advertisements and movie trailers from 10:30 PM onwards, giving the impression to the Complainant that the actual movie would begin within the next five minutes, aligning with the scheduled movie start time of 10:35 PM.
3. The Opposite Parties also neither denied nor disputed the contentions of the Complainant that the movie did not commence at the scheduled time as mentioned under Ex. A-1 and 1st Opposite Party continued to play a series of advertisements and movie trailers until 10:52 PM (22:52 hours) as exhibited under M.O. No. 1 (C.D) that caused a delay of approximately 22 minutes in Commencement of telecasting the movie.

4. The Opposite Parties neither denied nor disputed this fact either in their Written Version or in their Evidence Affidavit and moreover no substantial supporting documentary evidence is filed by them to rebut the contentions of the Complainant that was proved by the Complainant beyond any reasonable doubt by exhibiting M.O. No. 1 (C.D) for which the Opposite Parties have been committing un-fair and restrictive trade-practices for which they gained un-due and huge monitory benefits that will not be permissible under Ex. A-2.

5. The Contention of the Opposite Parties is that up to 10:52 PM the 1st Opposite Party proceeds to telecast public service awareness films as mandated by the Ministry of Information and Broadcasting, Government of India that was not permissible under Ex. A-2.

6. The ex. A-2 permits that *“the duration of screening of the Approved Films/ PSA (Public Service Awareness) Films as of now has been reduced up to 2 minutes”*. Additionally, State Governments may further provide PSA (Public Service Awareness) films having duration of up to 2 minutes to be screened in the cinema theatres. The PSA (Public Service Awareness) films of the Central Government and the State Governments shall be screened within 10 minutes before the beginning of the film and during the interval period before the start of the second half of the movie package. This clearly indicates that the duration of screening of the Approved Films / PSA (Public Service Awareness) Films has now been restricted to “up to 2 minutes”, However, 1st Opposite Party under the management and control of 2nd Opposite Party has willfully and deliberately violated the aforesaid mandate by telecasting commercial advertisements, as stated above, with an intention of derive undue commercial benefit which is against the Guidelines under Ex. A-2 for which negligent acts upon the part of the Opposite parties are amounts to deficiency of service that leads to adoption of unfair trade-Practice for which they are held liable. With the above discussions and observations, we answered these points

accordingly, in favour of the Complainant and allowed the Complaint by granting heavy Compensation as hereunder and Costs.

7. The Opposite Party Counsel filed Citations under a separate memo which had not become finality, for which the same shall not be looked into.

POINT NO. 3: -

In the result, the Complaint is allowed in part, directing the Opposite Parties jointly and severally to: -

1. Pay Rs. 20,000/- (Rupees Twenty Thousand only) Towards compensation for causing inconvenience due to the un-fair and restitutive trade practices while telecasting commercial ads for more than 20 minutes that accrued undue benefit which is against the Guidelines under Ex. A-2.
2. Pay Rs. 5,000/- (Rupees Five Thousand only) towards the Costs of the litigation.
3. Discontinue the unfair trade practice or restrictive trade practice and not to repeat them in future as prescribed under Section 39(1)(d) of Consumer Protection Act, 2019 and Pay Rs. 50,000/- (Rupees Fifty Thousand only) towards punitive damages as envisaged in 39(1)(g) to the District Consumer Welfare Fund Account having with the District Commission-2, Hyderabad.
4. Rests of the claims under the Complaint is dis-allowed.
5. Time for compliance is 45 days from the date of receipt of this order in default the Opposite Parties shall pay interest @ 9% P.A. under award granted in Serial No. 1 w.e.f. date of default, till its realization.

Dictated to Typist, typed by her, corrected and pronounced by us in the open Commission today the 11th day of September, 2026.

Sd/-
MEMBER

Sd/-
PRESIDENT

APPENDIX OF EVIDENCE

Witnesses examined for Complainant:-

Sri Chanda Athish Kumar (PW1)

Witnesses examined for Opposite parties1 & 2:-

Sri Prahlad Singh (DW1)

Exhibits marked on behalf of the Complainant:-

Ex.A1: is the copy of Tax Invoice cum Movie Ticket Purchased from
Opposite Party.No. 1 through Box office, dt:20-06-2025

Ex.A2: is the copy of Office Memorandum of Ministry of Information &
Broadcasting Notification, dt:30-11-2023.

M.o.1: is the copy of Compact Disk (CD)

Exhibits marked on behalf of the Opposite parties:-

//Certified to be True Copy//

Sd/-
MEMBER

Sd/-
PRESIDENT