

District Consumer Disputes Redressal Commission- VIII (Central)

(Govt. of NCT of Delhi)

5th Floor, Maharana Pratap Inter State Bus Terminal Building

ISBT Kashmere Gate, Delhi- 110006

Consumer Complaint No.: DC/77/CC/254/2024

In the matter of

Vijay Khatri S/o Sh. Samunder Singh

R/o-A-71, Shivpuri, Samaypur Badli,

Delhi-110042

... Complainant

Versus

Club Valero (Valero Corporation Pvt. Ltd.)

Through its Director/Proprietor/CEO/

Authorised Signatory

Office at: 702, DDA-2, 7th Floor,

Janakpuri District Centre,

New Delhi- 110058

... Opposite Party

ORDER

24.09.2026

(Dr. Rashmi Bansal, Member)

ORDER

By the present order, the Commission is disposing of the complaint filed by the complainant, alleging deficiency in service on the part of the opposite party ("OP"), which, according to the complainant, has caused him financial loss, harassment and mental agony.

1. It is the case of the complainant that he purchased a membership from the OP vide Membership No. CV5820822 for a total consideration of ₹1,30,000/-, out of which an amount of ₹80,000/- was paid by him towards the membership.

The membership was stated to be for a tenure of 10 years and was intended to provide vacation/hotel-related services to the complainant during the membership period. The complainant submits that, after obtaining the membership, he planned a domestic tour and approached the OP for booking of hotel/vacation accommodation in accordance with the membership benefits represented and offered by the OP. According to the complainant, despite being a registered member of the OP, his request for booking was avoided by the OP on one pretext or another. The complainant further submits that he repeatedly approached the OP for making the requisite booking, but the OP avoided his requests and did not show any interest in providing the services. It is alleged that the emails sent by the complainant were also not responded to by the OP. The complainant states that on 18.02.2023, he sent an email to the OP in connection with the booking/service sought by him, but the OP again failed to provide a satisfactory response or revert to the said communication. The complainant further submits that he also contacted the manager of the OP in an attempt to obtain the promised services, but his request was not acted upon. He thereafter contacted the customer-care number of the OP and narrated the entire grievance, but, according to him, no effective response or assistance was provided. It is the case of the complainant that, despite the promise and assurance of providing vacation and hotel-booking services under the membership, the OP failed to provide the agreed services when the complainant sought to avail them. According to the complainant, the OP thereby failed to honour the commitments made at the time of selling the membership. The complainant states that, having lost confidence in the OP and being no longer interested in availing the services offered under the membership, he sought cancellation of the membership and refund of the amount paid by him. The complainant submits that he sent a legal notice dated 29.04.2023 to the OP seeking refund of the amount paid by him. According to the complainant, the OP responded to the legal notice and stated that the complainant was required to wait for a period of 90 days for cancellation of the membership

and refund of the amount. The complainant alleges that even after expiry of the said period, the OP failed to refund the membership amount. The complainant alleges that the afore-said acts and omissions on the part of the OP amount to deficiency in service and have caused him harassment, humiliation, mental agony and financial loss. He has accordingly prayed for payment of ₹1,30,000/-, including compensation, and further sought ₹35,000/- towards litigation expenses.

Proceedings before the Commission

2. Notice of the complaint was duly issued to the OP. However, the OP failed to appear before the Commission and, consequently, the OP was proceeded against ex parte vide order dated 08.10.2024.

3. The complainant thereafter led his evidence and placed on record the documents relied upon in support of his complaint, including a copy of the membership and agreement with the OP, receipts/bills evidencing the payment made by him, copy of the legal notice and the reply thereto issued by the OP.

4. The complainant also filed his written arguments. The OP, despite having been proceeded against ex parte, did not file any written arguments.

5. The Commission has carefully perused the complaint, the evidence led by the complainant, the documents placed on record, the membership terms and conditions, the legal notice and, significantly, the reply dated 10.05.2023 issued by the OP itself.

6. The receipt placed on record by the complainant reflects payment of ₹65,000/- on 28.08.2022. However, the reply dated 10.05.2023 issued by the OP in response to the complainant's legal notice specifically acknowledges receipt of ₹80,000/- from the complainant towards the membership package against Membership No. CV5820822. Thus, notwithstanding the discrepancy appearing in the receipt produced by the complainant regarding the amount of ₹65,000/-, the OP's own written response constitutes material evidence regarding the

amount of ₹80,000/- received by it from the complainant towards the membership. The Commission, therefore, takes the admitted amount of ₹80,000/- as the amount received by the OP for the purpose of determining the monetary relief in the present complaint.

7. The reply dated 10.05.2023 issued by the OP is also material with respect to the complainant's allegation regarding non-provision of the booking/service. The OP itself stated therein that the complainant's request for booking dated 18.02.2023 could not be fulfilled because the booking was not available at the desired destination. The said reply further records that the OP had received the complainant's request for cancellation of the membership package on 01.03.2023. The OP stated that the request was processed and that the complainant was informed that cancellation would be subject to deductions in terms of Clause 7.4(a) of the membership contract. The OP further stated in its reply that, as per Clause 7.3 of the contract, refund would be made within 90 days from receipt of the request for withdrawal.

8. The membership terms and conditions placed on record also contain provisions concerning cancellation and refund. Clause 7.4(a) provides, inter alia, that a member may cancel his membership during the membership tenure in the event of any gap/shortcoming in services, subject to deductions towards applicable taxes, administrative charges, cost of any special offer or benefit and other permissible deductions contemplated by the contract. The terms further provide under Clause 7.2, as relied upon by the complainant, that the refund is to be made within 90 working days from receipt of the request for withdrawal.

9. From the documents on record, it is established that the complainant had purchased a membership from the OP and that the OP received an amount of ₹80,000/- towards the said membership, as expressly acknowledged by the OP in its reply dated 10.05.2023. It is also established from the OP's own reply that the complainant had sought booking on 18.02.2023, but the booking could not be fulfilled because the desired destination was not available. Thus, the OP has itself

acknowledged that the requested booking was not provided. The Commission is conscious that mere non-availability of a particular destination on a particular date would not, by itself, necessarily establish deficiency in service, particularly where the membership terms may contain conditions relating to availability. However, in the present case, the subsequent conduct of the OP and its own contractual provisions relating to cancellation and refund assume significance. The complainant thereafter sought cancellation of the membership on 01.03.2023. The OP, in its own reply, acknowledged receipt of the cancellation request and expressly relied upon the contractual provision providing for refund within the stipulated period. Therefore, once the cancellation request was received and was processed by the OP, the OP was required to act in accordance with its own contractual terms governing refund. The OP's own response does not establish that the refund was actually made to the complainant within the stipulated period.

10. On the contrary, the complainant's case is that despite expiry of the stipulated period, the amount remained unpaid. The OP, having been proceeded against ex parte, has neither filed any evidence nor placed before the Commission any document establishing that the refund of the admitted amount of ₹80,000/- was made to the complainant. The Commission therefore finds that the OP failed to comply with its own contractual commitment regarding refund after receipt and processing of the cancellation request. Such failure amounts to deficiency in service.

11. The fact that the OP had stipulated a period of 90 days for processing/refund does not confer an unlimited right upon it to retain the complainant's money beyond that period. Once the contractual period expired, the amount became due to the complainant in accordance with the terms of the membership agreement. The Commission further finds that the complainant had paid the membership amount for availing vacation/hotel-related services over the membership tenure. When the complainant sought to avail the service and the

booking could not be provided, he exercised the contractual option of cancellation. The OP accepted/processed the cancellation request but failed to complete the consequential refund within the stipulated period. In these circumstances, retention of the complainant's money beyond the period contractually stipulated for refund cannot be justified. The OP is accordingly liable to refund the amount of ₹80,000/- acknowledged by it as having been received towards the membership.

12. The complainant has also claimed compensation on account of mental agony and harassment. The record shows that, after making payment for the membership, the complainant approached the OP for availing the promised service, made a booking request, sent correspondence and thereafter sought cancellation and refund. Even after the expiry of the contractual period for refund, the amount was not returned, compelling the complainant to approach this Commission. The Commission is of the considered view that the complainant has suffered inconvenience and mental agony on account of the failure of the OP to provide the requested service and thereafter to refund the membership amount within the stipulated period. Considering the facts and circumstances of the case, compensation of ₹15,000/- would meet the ends of justice. The complainant has also been compelled to institute the present proceedings for securing refund of his own money. He is therefore entitled to reasonable litigation expenses. The Commission considers ₹10,000/- to be just and reasonable towards litigation costs.

ORDER

In view of the foregoing discussion and findings, the complaint is partly allowed.

- A. The OP, Club Valero, is directed to refund/pay to the complainant a sum of ₹80,000/- (Rupees Eighty Thousand only), being the amount acknowledged by the OP as having

been received from the complainant towards Membership No. CV5820822.

- B. The aforesaid amount of ₹80,000/- shall carry interest @ 6% per annum from 25.07.2023, i.e. the date of filing of the present complaint, till the date of actual realisation.
- C. The OP is further directed to pay a sum of ₹15,000/- to the complainant towards compensation for mental agony and harassment.
- D. The OP is further directed to pay a sum of ₹10,000/- towards litigation costs.

The aforesaid amounts shall be paid by the OP to the complainant within 45 days from the date of receipt of a copy of this order. In case the OP fails to comply with the direction regarding payment of ₹80,000/- within the aforesaid period of 45 days, the said principal amount shall carry interest @ 7.5 % per annum instead of 6% per annum from the expiry of the said period of 45 days till the date of actual realisation. The compensation and litigation costs shall also be paid within the same period.

A copy of this order be supplied to the parties as per the provisions of the Consumer Protection Act, 2019 and the applicable rules. Thereafter, the file be consigned to the Record Room.

Divya Jyoti Jaipuriar, President

Dr. Rashmi Bansal, Member