

Date of Filing: 28-10-2022

Date of Order: 07-08-2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION – II, HYDERABAD

P r e s e n t

SRI VAKKANTI NARASIMHA RAO ... PRESIDENT
SRI P.V.T.R JAWAHAR BABU ... MEMBER
SMT. MADHAVI SASANAKOTA... MEMBER

Monday, the 07th day of August, 2023

Consumer Case No.673/2022

BETWEEN:

1.Mohd.Abdul Yousuf, S/o Mohd.Abdul Ibrahim Aged 23 years,
Occ: Legal Assistant 19-2-29/A/117, Jahanuma, Falaknuma,
Hyderabad Dist, Telangana 500053.

...Complainant

AND

1.Orange Tours & Travels Represented by its Authorised Signatory
Plot No.02-163/Nr, Beside Metro Wholesale Supermarket,
Suchitra, Hyderabad, Telangana-500067 Mobile: 040-44454647,
040-35219999 Email: feedback@orangestravels.in

2. ABHIBUS Represented by its Authorised Signatory Workafella
Cyber Crown, SEC-II, Village, Huda Techno Enclave, Madhapur,
Hyderabad-500081 Mobile: +91-40-61656789 Email:
Support@abhibus.com

.... Opposite Parties

This complaint is coming before us on this the 03rd day of July, 2023 in the presence of Learned Counsel M/s. M.A.Ismail Zabiullah, Advocate, appearing for the complainant and opposite parties called absent and set ex-parte 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 28th October, 2022 vide SR No. 4184 by the complainant under Section 35 of Consumer protection Act, 2019 with a prayer to direct the opposite parties to:-

1. Refund Rs. 5,000/- (Rupees Five Thousands only) to the complainant with interest @12% P.A. w.e.f. 23rd August, 2022 till its realization.
 2. Pay Rs. 10,000/- (Rupees Ten Thousand only) for deficiency of services.
 3. Pay Rs. 15,000/- (Rupees Fifteen Thousands only) for loss of time, value of money, harassment, mental tension, agony and pain to the complainant.
 4. Pay Rs. 15,000/- (Rupees Fifteen Thousands only) towards costs and legal expenses and
 5. Pass any such other order or orders as the Commission deemed fit and proper in the circumstances of the case.
1. The brief averments of the complaint are that on 23rd August, 2022 he purchased tickets from opposite party No. 2 App. He booked bus ticket of opposite party No. 1 through the service provider of opposite party No. 2 which confirmed and notified. With an assurance given by the opposite parties about the ticket booked, he finished his work and checked out from Hotel to start to pick up location at 5.30 PM on 23rd August, 2022. The complainant had taken a cab to the pickup location Sangamwadi – Parking No. 3 (Orange Travels near BRT Bus Stop) Near Bajaj Showroom, Pune as mentioned in the ticket.
 2. The 1st opposite party sent a text message at 6:16 PM confirming the bus service and providing information such as the bus service number 200, the bus number AR02B4475 and shared the bus tracking link etc., The opposite parties confirmed the complainant that the bus service to be specified operated from Pune to Hyderabad that would be in Hyderabad at 7.00 AM and the complainant made his travel arrangements in accordance with the schedule and informed his employer that he would report for duty on time.
 3. At 7.29 PM the complainant received a call from the opposite party No. 1 in a very rough language stated that (Tumari Bus Cancel Hogai Vo NaiJayagi, thumareliyealag non AC bus kaintezamhai yap hirpura refund ayega agar chaiyetohjaldi bolo pickup location Jayhangir hospital hai) meaning “bus has been cancelled and

another non AC, semi sleeper bus has been arranged and you have to change your pickup location from Sangamwadi to Jehangir Hospital” just before the boarding time and for which is unethical, unprofessional and utter deficiency in service by the opposite parties.

4. As no other option available, the complainant called to opposite party No. 1 for any other option available for which the opposite party replied that “abhikuchnaihogaapkekhathe me full refundajayega and hung up the call” which means nothing can be done, you will receive your full refund. The refund which was made was partially and was not fully paid.
5. The complainant was notified by the 2nd opposite party at 7.51 PM about the cancellation of bus service by the 1st opposite party. He tried to book another bus ticket in helplessness had to book any kind of bus available so that he has already reported to the supervisor to return his duty on time. While trying to book tickets, the complainant was not able to book ticket due to transactions getting failed because of reaching the maximum number of payments allowed in one day.
6. Because of the cancellation of Bus Service, the complainant has to been through worst humiliation of his life. The complainant has never asked for money from anyone but on that day, he had to ask 5 to 6 persons to pay them for ticket. The complainant was compelled to book a different bus from the one he had previously booked for which he had to travel to another pickup location that was on an entirely different route. The complainant had to stop a taxi in the rain to travel to the second pick-up location from the previous one provided, causing both mental and physical torture to him. The complainant is seeking refund of entire amount paid to the opposite party for their deficient acts and also for their unfairness and apart from that he is claiming Rs. 45,000/- (Rupees Forty Five Thousands only) towards compensation for mental agony and physical trauma caused to him.
7. No representation from opp. Party No. 1 despite service of notices for which opposite party No. 1 set-ex-parte and the claim against

the opposite party No. 2 was dismissed on 03.07.2023 for non-prosecution.

8. In enquiry Evidence of the complainant has filed by examining himself as Pw-1 by reiterating the contentions of the complaint and Ex. A-1 to Ex. A-9 marked. On perusal of the pleadings and material available on record, the points to be answered for determination are:-
1. Whether any deficiency of service is made-out against the opposite parties?
 2. Whether the complainant is entitled for the relief sought?
 3. To what Relief?

POINT NO. 1 AND 2:-

1. It is an admitted fact that on 23rd August, 2022 the complainant purchased a ticket from opposite party No. 2 App on paying Rs. 930/- under Ex. A-1 for which he booked bus ticket of opposite party No. 1 through its service provider that was confirmed and notified under Ex. A-2.
2. With an assurance given by the opposite parties about the ticket has been booked, he finished his work and checked out from Hotel to start to pick up location at 5.30 PM on 23rd August, 2022 wherein he had taken a cab to the pickup location Sangamwadi – Parking No. 3 (Orange Travels near BRT Bus Stop) Near Bajaj Showroom, Pune as mentioned in the ticket which marked as Ex. A-3.
3. It is an admitted fact that the Bus of the opposite party No. 1 was cancelled abruptly and the same was informed to the complainant under Ex. A-7 by the opposite party No. 2 at 7.51 PM. However the complainant reached his destiny to Hyderabad by booking another service mentioned under Ex. A-9 on facing many troubles.
4. It is not in dispute that the starting time of the Bus Service from Pune to Hyderabad was mentioned under Ex. A-3 as 9.00 PM but whereas the intimation of the cancellation of service has been informed to the complainant under Ex. A-7 at 7.51 P.M. on 23.08.2022 and refunded the lesser amount of Rs. 55/- as shown under Ex. A-6 is amounts to deficiency of service upon the part of the opposite parties but whereas the claim against

the opposite party No. 2 is dismissed, we are under the considered view that complaint is allowed against the opposite party No. 1 only. With the above observations and discussions we answered these points accordingly in favour of the complainant.

POINT NO. 3:-

In the result, the complaint is allowed in part directing the opposite party No. 1 to:-

1. Refund Rs.55.00 (Rupees Fifty Five only) to the complainant with interest @ 12% P.A. w.e.f. 23.08.2022 till its realization.
2. Pay Rs.10,000/- (Rupees Ten Thousands only) to the complainant towards compensation for mental agony and physical trauma and costs of the litigation.
3. Rests of the claims under the complaint is dismissed. Claim against the opposite party No. 2 is dismissed.
4. Time for compliance is 45 days from the date of receipt of this order.
 - Applications pending if any, stand disposed of in terms of the aforesaid order.
 - A copy of this judgment be provided to all parties free of cost as mandated by the Consumer Protection Act, 2019.
 - The judgment be uploaded forthwith on the website of this commission for the perusal of the parties.
 - File be consigned to record room along with copy of this judgment.

Dictated to Stenographer, Typed by her, corrected and pronounced by us in the open Commission today the 07th day of August, 2023.

MEMBER

MEMBER

PRESIDENT

APPENDIX OF EVIDENCEWitnesses examined for Complainant:-

Mr.Mohd Abdul Yousuf (PW1)

Witnesses examined for Opposite parties:-

Set ex-parte

Exhibits marked on behalf of the Complainant:-

Ex.A1: is the copy of Bus ticket Booked on 23rd August, 2022.

Ex.A2: is the copy of Confirmation of Ticket Message received by
Opposite party no.2

Ex.A3: is the copy of Confirmation of Bus Message at 6:16 PM By
Opposite party No.1

Ex.A4: is the copy of Screenshot of Call Received at 7:29 PM by
Opposite Party No.1

Ex.A5: is the copy of Screen shot of Call Dialed by Complainant to
opposite party No.1

Ex.A6: is the copy of Screenshot of Full Payment paid and partial
payment refund from Opposite Party No.2

Ex.A7: is the copy of Notification of Cancellation of Bus Service by
the opposite Party No.2.

Ex.A8: is the copy of Screenshot of Transactions for Booking Bus
Ticket Getting Failed.

Ex.A9: is the copy of Bus Ticket on 23rd August, 2022.

Exhibits marked on behalf of the Opposite parties:-

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MEMBER

MEMBER

PRESIDENT