

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-III: WEST
GOVT. OF NCT OF DELHI
C-BLOCK, COMMUNITY CENTRE, PANKHA ROAD,
JANAK PURI, NEW DELHI-110058**

CASE NO. 91/2020

IN THE MATTERS OF:-

Kulwant Singh
R/o S-3/82, 1st Floor, Gali no. 4,
Krishna Park, Near Tilak Nagar,
New Delhi – 110018.

.....COMPLAINANT

VERSUS

Rao IIT Academy
At Metro Pillar no. 519,
Ground Floor, A 1/173A,
Near Eye 7 Chaudhary Eye Centre,
613, Janakpuri, New Delhi – 110058.

Also at:

Boomerang Building, A-113, 1st Floor,
Yadav Nagar, Chandivali, Andheri East,
Mumbai, Maharashtra – 400072.

.....OPPOSITE PARTY

**DATE OF INSTITUTION: 18.03.2020
JUDGMENT RESERVED ON: 28.11.2023
DATE OF DECISION: 18.12.2023**

CORAM

**Ms.SONICA MEHROTRA, PRESIDENT
Ms.RICHA JINDAL, MEMBER
Mr.ANIL KUMAR KOUSHAL, MEMBER**

Present: Complainant in person.
OP ex parte.

ORDER

Per: Anil Kumar koushal, Member

For the sake of brevity, facts of the present complaint are as under:

1. Complainant submits that with the intention to get good coaching for his daughter studying in class IXth, he had approached OP at their Janak Puri, New Delhi Office. As per mutual understanding, the annual fees agreed upon was Rs.29000/-. The complainant had made first payment of Rs.17,000/- on 25.1.2019 (Rs.10,000/- vide chq no: 129216, & Rs.7,000/- vide chq no: 129217, credited to OP's account RAO EDUSOLUTIONS PVT LTD on 25.01.2019 and 02.4.2019 respectively) for upcoming financial year. The classes were scheduled to start from 13th & 14th April 2019. Also, two postdated cheques bearing nos: 129218 & 129219 each of Rs 6000/- were also handed over to Mr Rahul Wadhwan (Centre Head) of OP.

2. Complainant submits that he was unemployed at the particular time when the admission of his daughter was taken in the OP Academy and he was looking for suitable placement. By the grace of Almighty God and with his sincere efforts, he was able to get a job in Punjab. Hence he along with his family planned to shift to Punjab. Accordingly, he made a verbal request to Mr. Rahul Wadhwan (Centre head) of OP on the day of orientation, i.e.13.4.2019 that he wanted to withdraw his daughter's name from the Academy. Mr Rahul nodded and said will revert, but no response was received from his end even after continuous calling and messages. Complainant submits that he had received five books and a bag from the OP Academy on the day of

orientation and the same were returned to OP on 01.5.2019 which were duly received by Mr Rohit Thakur, employee of OP. The reason for delayed submission of books and bag was that Mr Rahul had told the complainant that he can return those articles on the day when his refund cheque will be ready.

3. Complainant further states that as he was not getting amicable solution and satisfactory reply from the OP, he started sending emails from 21.4. 2019 to the OP. The OP was also intimated and advised not to present balance two cheques for encashment in the Bank, which were due for the month of June 19. However, despite intimation in writing, the OP presented the said cheques which got bounced and a penalty of Rs.177/- was levied on the complainant by the concerned Bank. It is submitted that the OP is not responding to the various emails written to it for refund of the amount. Even the OP's Mumbai Head Office Accounts Officer Mr Rahul was contacted, who initially listened to the complainant but he also sent an SMS on 26.9.2019 stating that he has resigned from the OP Academy. The complainant contacted OP's Delhi Head Mr Ankur Tyagi who kept on assuring for the last six months but had never given time to meet and understand the concern of complainant. Despite continuous follow-ups and emails, Mr. Ankur Tyagi at last on 03.12.2019 at 8.02pm confirmed that he will not be able to help the complainant and the complainant may take appropriate decision at his end. Hence finding no way out, the complainant filed the present complaint. The Points of concern of complainant are:

1. The complainant has not sent his daughter to attend coaching classes even for a single day;

2. He has returned the books and bag to OP;
3. Even after continuous telephonic calls and emails no one had even thought of Hearing the pleas of complainant;
4. The complainant is deeply hurt by the type of response received from the OP and is afraid as to what type of education will they be imparting to their upcoming generation;
5. The OP has made education a mere business centre;

The following prayer is made:

i)to direct the OP to refund the amount of Rs.17,177/- along with interest as per applicable rate along with two post-dated cheques.

4. The complainant filed copies of letter dated 20.4.2019 sent to OP seeking refund of the amount paid, books and bag return receipt dated 01.5.2019 emails exchanged by the complainant with the OP from 21.4.2019 to 04.7.2019, statement of SBI Bank, Fateh Nagar, New Delhi showing proof of payment of Rs.17,000/- to OP as also bounced cheque penalty of Rs.177/- levied by the Bank.

5. On admission of the complaint on 04.11.2020, notice was sent to the OP at their both addresses at Janak Puri and Mumbai. The notice sent to OP at their Janak Puri address was received back unserved with the remarks "Left without instructions". However, the OP at their Mumbai address was duly served. Despite service, there was no representation on behalf of the OP in these proceedings. Accordingly OP was proceeded against ex parte vide order dated 16.3.2022. In the said order the submission of complainant was noted to the effect that the OP has closed down its business in their Janak Puri Office.

6. Complainant filed ex parte evidence by way of affidavit and exhibited the documents filed on record. Written arguments were also filed by the complainant on record. Oral arguments were addressed by the complainant on 28.11.2023 and orders were reserved accordingly.

7. During arguments, complainant was specifically asked as to whether any agreement was signed by the complainant with the OP for seeking admission of his daughter, to which the complainant said 'NO' despite repeated requests. He reiterated that his daughter has not attended even one class in the OP Academy as the complainant had to shift to Punjab. He also submitted that no receipt for the amount of Rs.17,000/- has been issued by the OP to him.

8. Having gone through the pleadings and documents filed on record, to which there is no rebuttal from the OP as it has, for the reasons best known to it, chosen not to contest the present proceedings, the averments of complainant have to be taken to be true. The OP has indulged in deficiency of service and unfair trade practice.

9. On the point of deficiency in service and unfair trade practice followed by the OP in this case, it is relevant to refer to the orders of the Hon'ble SCDC, Chandigarh in **Country Club Hospitality vs Dr. Janak Raj Singla**(First Appeal No.292 of 2021), decided on 30 March, 2022 in which it was held that the contract entered into between the complainant was arbitrary, one sided as no scope was made for the respondent to wriggle out of the contract and since no services were availed by the respondent therein from the appellant, no loss has been occasioned to the OP by withdrawal of membership by the complainant. The OP cannot deny refund of the

money deposited by the respondent. In the said case, reference was also made to the judgment rendered by the Hon'ble Supreme Court in the case of [Supreet Batra v. Union of India](#) 2003 (1) SLT 730, wherein it was held that "service provider cannot forfeit the fee or consideration for services, which are not provided.

10. Following the aforesaid ruling, we allow the complaint by holding the OP guilty of deficiency in service and following unfair trade practice especially when no services have been taken from it by the complainant. Accordingly OP is directed to refund to the complainant the demanded amount of Rs.17,177/- along with interest @ 6% from the date of filing of the complaint till final realization. OP shall also pay Rs.10,000/- as compensation and Rs.10,000/- as litigation expenses to the complainant. Let this order be complied with by the OP within 30 days of receipt of copy of this order.

A copy of this order shall be supplied free of cost to parties to the dispute in the present complaint, upon a written requisition being made in writing in the name of President of the Commission in terms of Regulation 21 of the Consumer Protection Regulations, 2020. File be consigned to record room.

(Richa Jindal)
Member

(Anil Kumar Koushal)
Member

(Sonica Mehrotra)
President