

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION: NORTH-EAST**

**GOVT. OF NCT OF DELHI**

**D.C. OFFICE COMPLEX, BUNKAR VIHAR, NAND NAGRI, DELHI-93**

**Complaint Case No. 266/22**

**In the matter of:**

Sh. Suresh Chandra Aggarwal

S/o Lt. Sh. Dori Lal

R/o FU 14, Pitampura,

Delhi-110034

**Complainant**

*Versus*

Collection Centre

1. Country Holidays Inn & Suites Pvt.  
Ltd.

Ground Floor Caspia Hotel

Ring Road, Haiderpur, Delhi-  
110088

**Opposite Party No. 1**

Country Holidays Inn & Suites Pvt.

2. Ltd.

OBS Tower, 3<sup>rd</sup> Floor, A Block,

A 37, Sector 63, Noida

Gautam Budh Nagar 201301

**Opposite Party No. 2**

**DATE OF INSTITUTION: 13.12.18**

**JUDGMENT RESERVED ON: 12.12.23**

**DATE OF ORDER: 11.03.24**

**CORAM:**

Surinder Kumar Sharma, President

Anil Kumar Bamba, Member

**ORDER**

**Anil Kumar Bamba, Member**

The Complainant has filed the present complaint under Section 12 of the Consumer protection Act, 1986.

**Case of the Complainant**

1. The case of the Complainant as revealed from the record is that on 13.09.18 Complainant was invited by Opposite Party No.2 office for a promotional events venue at Opposite Party No.1 collection office and Opposite Party No.2 offered free Holidays voucher for 2 nights/03 days in Country Holidays Inn & Suits Hotel and free movie tickets for couple. Thereafter on 13.09.18 Complainant visited venue for free voucher and their agent Mr. Zunaid forced Complainant to take membership of 5 years in which Complainant will get other offers. Thereafter Complainant and his wife signed the unfilled form of Opposite Party as the agent explained the terms and conditions verbally and further offered that he will fill the details and Complainant got no opportunity to review the terms and conditions of membership purchase agreement. On 13.09.18 Complainant paid Rs. 15,440/- cash to Mr. Sandeep and Rs. 25,000/- by debit card. Complainant stated that before giving the aforesaid amount of Rs. 40,440/- the employee assured Complainant that after trip if he

want to cancel membership they may do so and we would get the refund amounting Rs. 40,440/-. The Complainant was also offered free stay to celebrate his birthday at hotel and Complainant booked the same and Complainant got shocked when they refused for the same that hotel accommodation could not be book because of the reason the same was already booked. The Complainant reviewed the membership purchase agreement and found that terms and conditions mentioned were materially different that were explained to them. Thereafter Complainant decided to cancel the membership. The Complainant send so may emails to Opposite Party to refund the amount of Complainant but of no use. The Complainant also wrote a letter dated 03.10.18 to Opposite Party for cancellation of membership but all in vain. Complainant has prayed to refund of Rs. 40,440/- with interest from the date of payment and Rs. 2,00,000/- towards mental harassment. He further prayed for Rs. 1100/- for litigation expenses.

### **Case of the Opposite Parties**

2. The Opposite Parties contested the case and filed common written statement. It is stated that the Complainant paid the membership charges as his own and receipt of the same was issued by the Opposite Party. That this Hon'ble Forum has no territorial jurisdiction to try and entertain the present matter because neither the head office nor the operational office is situated within the jurisdiction of this Hon'ble Forum, hence this Hon'ble Forum has no jurisdiction to try and entertain the present complaint and the complaint is liable to be dismissed on this ground itself. It is submitted that the Complainant and his wife signed the agreement after being fully satisfied and gone through the contents of the said agreement, now he is levelling false allegations to fulfil his malicious designs.
3. It is submitted that the Opposite Party is always ready to provide the services to the Complainant as per the terms and conditions of the agreement, but it is the Complainant who wants the services beyond the agreement and not obeying the terms and conditions of the said agreement.

### **Rejoinder to the written statement of Opposite Parties**

4. The Complainant filed rejoinder to the written statement of Opposite Parties wherein the Complainant has denied the pleas raised by the Opposite Parties and has reiterated the assertion made in the complaint.

### **Evidence of the Complainant**

5. The Complainant in support of his complaint filed his affidavit wherein he has supported the averments made in the complaint.

### **Evidence of the Opposite Parties**

6. In order to prove their case, Opposite Parties filed affidavit of Sh. Ujjal Roy, General Manager of Country Holidays Inn & Suites Pvt. Ltd., wherein the averments made in the written statement of Opposite Parties have been supported.

## **Arguments & Conclusion**

7. We have heard the Ld. Counsels for the parties. We have also perused the file and the written arguments filed by the parties. The case of the Complainant is that Opposite Party No.2 invited him for promotional events at venue of Opposite Party No.1 i.e. collection office of Opposite Party No.2 and offered him free Holidays voucher for 2 nights/03 days in Country Holidays Inn & Suits Hotel and free movie tickets for couple. On 13.09.18 Complainant visited venue of Opposite Party No.1 for free voucher and their agent offered him membership of 5 years to avail facilities of free voucher, Complainant and his wife signed the unfilled form of Opposite Party as the agent explained the terms and conditions verbally and further offered that he will fill the details and Complainant got no opportunity to review the terms and conditions of membership purchase agreement. On the same day Complainant paid Rs. 40,440/- to the employee of the Opposite Party and employee of the Opposite Party assured him that if he wants to cancel membership he may do so and he would get the refund of the amount paid by him. When the Complainant approach the Opposite Party to avail the benefit of free voucher to celebrate his birthday at venue offered by the Opposite Party same was refused by the Opposite Party on the ground that same was already booked. Thereafter Complainant decided to cancel the membership and he approached the Opposite Party to cancel his membership and refund the amount of Rs. 40,440/- with interest which was refused by the Opposite Party. Hence, this shows deficiency in service on behalf of Opposite Parties.
8. The case of the Opposite Parties is that DCDRC-V (NW) has no territorial jurisdiction to try and entertain the present matter because neither the head office nor the operational office is situated within the jurisdiction of DCDRC-V (NW). Hence DCDRC-V (NW) has no jurisdiction to try and entertain the present complaint and the complaint is liable to be dismissed on this ground itself.
9. It is clear from the documents submitted by the Complainant that membership was offered to the Complainant and payment was received from the Complainant at Ground Floor Caspia Hotel, Ring Road Haiderpur, Shalimar Bagh, New Delhi-110088 which falls under the jurisdiction of DCDRC-V (NW). Opposite Party did not deny that they have received Rs. 40,440/- from the Complainant for the membership and given him gift voucher for two night three days holiday voucher in India and Opposite Parties also not given any reason for not providing free accommodation to the Complainant as promised by them while offering membership by the Opposite Parties.
10. In view of the above discussion and in our considered opinion, there is deficiency in service on behalf of Opposite Parties. Therefore, the complaint is allowed. The Opposite Parties are directed to pay jointly and severally an amount of Rs. 40,440/- to the Complainant with interest @ 9 % p.a. from the date of filing the complaint till recovery. The Opposite Parties are further directed to pay Rs. 20,000/- jointly and severally to the Complainant on account of mental harassment and litigation expenses along with interest

@ 9 % p.a. from the date of this order till recovery.

11. ,Order announced on 11.03.24.

Copy of this order be given to the parties free of cost.

File be consigned to Record Room.

(Anil Kumar Bamba)

Member

(Surinder Kumar Sharma)

President