

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,
U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/976/2022
Date of Institution	:	15/12/2022
Date of Decision	:	07/03/2024

Sh.Ashwani Prashar S/o Late Sh.Roop Lal Sharma, R/o #1175, Universal Enclave, Sector-48 B, Chandigarh-160047.

Versus

Complainant

1. UBER INDIA Systems Pvt Ltd (Head Office): Unit No 4, 1st Floor, LBS Marg, Kurla West, Mumbai-400070 (Centrium Phoenix Market City).
2. Uber: Burail, Burail Village, Sector-45, Chandigarh. (Complaint against OP No.2 dismissed as withdrawn vide order dated 19.12.2022).
3. Uber Office Chandigarh: Plot No.88, Near Hotel Sky, Industrial Area Phase-II, Chandigarh-160029. (Complaint against OP No.3 dismissed as withdrawn vide order dated 19.12.2022).
4. Uber India Office: Uber Technologies, Inc., 2nd Floor, SCO 300, Sector-29, Gurgaon.
5. UBER Chandigarh Office: Plot No. 70, Industrial Area Phase-1, Chandigarh-160002. (Complaint against OP No.5 dismissed as withdrawn vide order dated 19.12.2022).
6. Uber India Systems Private Limited: SCO 300, Sector-29, Gurgaon, Haryana. (Complaint against OP No.6 dismissed as withdrawn vide order dated 19.12.2022).
7. State Transport Authority: Sector- 18(A), Madhya Marg, Near Govt. Printing Press, Chandigarh-160018. (Complaint against OP No.7 dismissed as withdrawn vide order dated 26.02.2024).
8. The Regional Transport Office: Sector-17, Chandigarh- 160017. (Complaint against OP No.8 dismissed as withdrawn vide order dated 19.12.2022).

... Opposite Parties

CORAM :	PAWANJIT SINGH	PRESIDENT
	SURJEET KAUR	MEMBER
	SURESH KUMAR SARDANA	MEMBER

ARGUED BY : Ms.Anmol Prashar, Advocate for Complainant.
: Sh.Vikrant Pachnanda, alongwith Sh.Rohan Mittal, Advocate for OP
: No.1 & 4.

- : Complaint against OP No.7 dismissed as withdrawn vide order dated 26.02.2024.
- : Complaint against OP No.2,3,5,6 & 8 dismissed as withdrawn vide order dated 19.12.2022.

Per Surjeet kaur, Member

1. Averments are that the complainant had paid for services from the OPs dated 6.8.2021 by paying an amount of Rs.1334/- for a total of 8.83kms, which comes out to be Rs.150/- per km (Annexure C-1 and C-1-A). The trip was overly charged as the driver of the cab at that time took an amount of Rs.1334/-. Even the time taken was just 15 minutes i.e., from 10.40 pm to 10.57 pm. The complainant had sent various customer chats and emails through Uber App and Gmail dated 7.8.2021 regarding his grievance but all efforts went into vain. The complainant sent a legal notice to the OPs (Annexure C-7 & C-8) respectively. Hence, is the present consumer complaint.
2. OP No.1 & 4 contested the consumer complaint, filed their written reply and stated that the upfront fare shown to the rider was Rs.359/-, however, the final trip fare was Rs.1334/- due to multiple route deviations during the course of the journey from AG Colony, Audit Phool Colony, Sector 41-B, Chandigarh to Sector 48-B, Chandigarh. It is further stated that the answering OP/Uber India is not able to determine if the said deviations were rider/complainant or driver induced. Further, in either case i.e., deviation in route due to rider/complainant or the driver, the answering OP cannot be held liable as it acts merely as an intermediary between the rider and the driver and is not party to any agreement between them regarding the route taken for the journey. It is also stated that Uber India, solely as a goodwill gesture and to maintain users faith in reliability of the platform, have refunded Uber Credits worth Rs.975/- to the complainants' uber account as it was a cash trip Annexure-I. On these lines, the case is sought to be defended by OP No.1 & 4.
3. Complaint against OP No.2,3,5,6 & 8 dismissed as withdrawn vide order dated 19.12.2022.
4. Complaint against OP No.7 dismissed as withdrawn vide order dated 26.02.2024.
5. Rejoinder was filed and averments made in the consumer complaint were reiterated.
6. Parties led evidence by way of affidavits and documents.
7. We have heard the learned counsel for the parties and gone through the record of the case.
8. In the present case, admittedly, the complainant paid an amount of Rs.1334/- against the original amount of Rs.358.57 for a journey of approximately 9 kms. It is evident from Annexure C-1 and C-3, that the complainant travelled for 8.83 kms which took 15 minutes as journey is from AG Colony Sector 41-B, Chandigarh to Sector 48-B Chandigarh. Apparently, as per the record it took only about 15 minutes to travel the aforesaid destination but the OPs illegally/arbitrarily charged Rs.1334/- for the aforesaid trip of the complainant which as per him is deficiency in service.
9. Admittedly, an amount of Rs.975 after deducting upfront fare shown to the rider to the tune of Rs.359 out of Rs.1334/- has been refunded to the complainant. Hence, as per OP No.1 to 6 no case is pending qua them.
10. After going through the documents on record as per Annexure 2 at page No.14 of written statement of OPs No.1 & 4, the original fare has been shown as Rs.358.57 for the distance of 4.89 miles which took duration of 16.38 minutes. But in the present case the complainant paid an amount of Rs.1334/- to the driver as the same is shown on the App of the OPs. On one hand the OPs No.1 & 4 are alleging that the route was changed time and again by the driver due to certain obstacles on the roads. On the other hand, the OPs have refunded an amount of Rs.975/- to the complainant. Similarly, the OPs are shouldering the whole burden of the deficiency in service in the present case upon the shoulder of driver of the cab but apparently, as per record the complainant was bound to pay to the driver as per the direction of OPs only. Undoubtedly, the complainant hired the services of OP No.1 & 4 and the driver was sent to the complainant on the instructions of them only. Admittedly, the complainant had a ride on 6.8.2021, therefore, cause of action arose on the said date and the present complaint is filed on 15.12.2022 but the reversal of the amount of Rs.975/- was made on 16.01.2023 during the proceedings of the present case.
11. In our opinion, practice of charging excess fare than that of actual contracted fare at the time of advance booking, is unfair trade practice, which needs be deprecated and as such complainant is entitled for compensation for mental agony and harassment and also to litigation expenses. In order to keep check on such unruly service providers, who commit breach of assurances, promises and commitments at the nick of time, they are required to be dealt with heavy hands and as such OPs must

be made to deposit at least Rs.10,000/- as compensation in Consumer Welfare Fund of this Forum, in addition to the amounts payable to complainant as compensation and litigation expenses.

12. Complainant or anybody else (layman) does not know intricacies of contract between Uber and its drivers. Rather as and when one avails online services through the known or branded concern, then he expects to have contract with this branded concern and not with the hidden partner of the branded service provider. Being so, OPs escape from liability under the garb of hidden contract between them with the driver partner. Keeping in view all this, ordinary layman like complainant cannot be denied his due by invoking intricacies of law. It is so because technicalities cannot come in the way of administration of justice to hapless consumers who stand exploited like complainant in this case. The act of OP No.1 & 4 for non-providing proper services and forcing the complainant to indulge in the present unnecessary litigation proves deficiency in service and their indulgence in unfair trade practice.
13. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OP No.1 & 4 are directed as under :-
 - i. to pay an amount of ₹7000/- to the complainant as compensation for causing mental agony and harassment to him.
 - ii. to pay ₹3000/- to the complainant as costs of litigation.
 - iii. to deposit ₹10,000/- as compensation in Consumer Legal Aid Account, maintained by this Commission.
14. This order be complied with by the OP No.1 & 4 within 45 days from the date of receipt of its certified copy, failing which, they shall make the payment of the amount mentioned at Sr.No.(i) above, with interest @ 9% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(ii) & (iii) above.
15. Pending miscellaneous application, if any, also stands disposed of.
16. Certified copies of this order be sent to the parties free of charge. The file be consigned.

07/03/2024

Ls

Sd/-
[Pawanjit Singh]
President

Sd/-
[Surjeet Kaur]
Member

Sd/-
[Suresh Kumar Sardana]
Member