

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II,
U.T. CHANDIGARH

Consumer Complaint No : 177 of 2023
Date of Institution : 21.03.2023
Date of Decision : **09.05.2024**

Sehaj Kaur d/o Dr. Randeep Singh Shah, r/o Flat No.2773/1, CHB Flats, Sector 49-D, Chandigarh through her father & attorney Dr.Randeep Singh Shah, R/o Flat No.2773/1, CHB Flats, Sector 49-D, Chandigarh

.....Complainant

Versus

1] Trinity School of Medicine having its India Head Office at Block No.58, Ground Floor, School St., Noyambedu, Chennai 600107 through its India Head Ram Kumar

2] Ram Kumar, Assistant Vice President and India Head, Trinity School of Medicine having its India Head Office at Block No.58, Ground Floor, School St., Noyambedu, Chennai 600107

..... Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by : Sh.J.P.S.Ahluwalia, Counsel for the complainant Sh.Senthil Kumar,
Counsel for OPs (Through V.C.)

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

The complainant has filed the present complaint pleading that she remained brilliant in her studies, scored more than 95% marks in her 12th medical final CBSE examination and for becoming doctor, wanted to study abroad and for that she approached OPs in response to their advertisement on net for admission process for Indian students Trinity School of Medicines in St.Vincent, Caribbean, West Indies (Ann.C-2). Accordingly, OP No.2-Ram Kumar told her father that he being India Head of Trinity School of Medicines

and incharge for admission of the students in the Trinity School of Medicines of OP No.1 has whole responsibility of every Indian student to be admitted through him in St.Vincent, Caribbean, West Indies and also informed about the Premedical International Five Years program available in Trinity School of Medicines and persuaded father of the complainant that after completing the medical course in their campus in West Indies the complainant would have bright future in the medical stream. It is stated that the OPs vide letter dated 30.06.2021 offered admission to the complainant in Pre-Medical Program at Trinity Medical Sciences University for 2021 September Term by enclosing copy of the agreement (Ann.C-3), which was the complainant signed and sent back to OPs and transferred 500 USD in the account of the OPs (Ann.C-4). It is also stated that the complainant thereafter transferred Rs.6,07,700/- (8130 USD) in the account of OPs on 13.08.2021 from the account of her father and Rs.6,00,200/- (8030 USD) on 13.08.2021 from the account of her mother (Ann.C-5 to C-8). It is pleaded that the complainant despite of admission in the Trinity School of Medicines was not allowed overseas education in the campus of the OPs in West Indies and was told to attend Online classes only without the consent of the complainant. It is submitted that the complainant faced lot of problems while attending Online classes due to time zone difference. It is submitted that the complainant was shocked to receive the results of First term showing her result in English Composition as Fail and to retake and pass the failed course (Ann.C-9). It is pleaded that the OPs have deliberately shown the complainant as fail so that she retake the paper by paying extra fee. It is also pleaded that the OPs for the Second Term stopped online classes without any formal approval and information to the complainant and sent study material online. The complainant raised issue of wrong grading in Medical terminology subject with OPs but no reply received. The complainant also written mail dated 17.01.2022 to OP No.2 that the course of Second Term up on the Canvas are not similar to the ones from the schedule of four terms provided at the time of fee submission. It is submitted that the complainant raised issue with OPs as to why Online classes have been stopped which they clarified vide email on 13.05.2022 that online classes are not working well with students, which has been objected and the fee of one of student Yuvaraj Snagwan was refunded. It is also submitted that the OPs for the Second Term provided only study materials to the complainant on mail and any issue or clarification could not get resolved on mail of teachers who were also in scarcity. It is further submitted that the OPs did not reply to the issues of change in subjects, wrong marking, discontinuance of online classes after First Semester and so on raised by the complainant.

It is asserted that the OPs are deficient in service and have resorted to unfair trade practices for not providing the services promised and committed regarding study of complainant in campus of OPs at West Indies for which complainant had got admission in medical course and had paid hefty fee. It is also asserted that the OPs sent their ledger regarding transactions in respect of the complainant (Ann.C-33) which shows receipt of USD 16580 from the complainant and arbitrary adjustments made by OPs in different accounts and refunded USD 3755 only and as such USD 12825 i.e. Rs. 10,51,650/- are still recoverable from the OPs. It is further asserted that the OPs has indulged into unfair trade practices and remained deficiency in service in providing proper education in the campus in West Indies as committed before admission, the career of the complainant is ruined and her precious two years of life have been spoiled to which OPs are responsible. Hence, this complaint has been filed with a prayer to directed the OPs to refund an amount of Rs.10,51,650/- i.e. 12825 USD and also to pay compensation for the loss, harassment, agony along with litigation cost.

2] After service of the notice, the OPs have put in appearance and filed their written version stating that Mr.Ram kumar, is the Agent of Trinity Medical Sciences University, so he was ranked as Country Head, India by Trinity Medical Sciences University, which does not mean that he is liable for all the activities of the Trinity Medical Sciences University in India. It is pleaded that GlobeMed Resources is having tie up with Trinity Medical Sciences University, to promote the college to give assistance to the students who are looking for higher studies in the outside countries. It is stated that Trinity Medical Sciences University has issued an offer letter of admission to the complainant and advised them to deposit a non-refundable deposit of \$500 USD to secure medical seat and to pay \$22,140 USD within 30 days from the first of class of the September Term. It is pleaded that an Agreement to Accept an Offer of Admission to the School of Biomedical Sciences at Trinity Medical Sciences University (TMSU) was sent to the complainant, which she duly signed. The necessary fee as per demand was also deposited by the complainant. It is submitted that the complainant had exchanged various emails with the officials of Trinity Medical Sciences University with regard to her poor percentage of marks in the exams conducted by the University and accordingly Mr.Eric Froistad sent an

email to the father of the complainant that he will assist him in obtaining a refund of the credit balance in his daughter's student account and thereafter USD 3755 was refunded to the complainant vide Ann.C33 dated 10.03.2022, wherein, they have shown all the deductions, which was not opposed by the complainant immediately. It is stated that now she has filed the complaint for refund of entire fees paid by her along with compensation which is three time more than the original fees amount paid.

It is pleaded that the complainant having received the APCs had written an email stating that she just received the grade sheet, however, the total score should have been 70% but it is stuck on 68%. It is also pleaded that all the students including the complainant was informed through email dated 09.08.2022 that the School of Biomedical Sciences Academic Sciences ends in August 15, 2022. It is asserted that the complainant failed for the second time in Inorganic Chemistry-II and hence, she was terminated and not allowed to 4th Semester. It is also asserted that the complainant had paid 4 semester fees and since she did not complete the 3rd semester, her 4th semester fee was refunded and therefore, there is no negligence or deficiency on the part of OPs. Denying all other allegations and pleading no deficiency in service, the OP No.2 lastly prayed for dismissal of the complaint.

3] Replication as well as rejoinder have also been filed by the parties controverting the assertions of each other.

4] Parties led evidence in support of their contentions.

5] We have heard the Id.Counsel for the contesting parties and have gone through the entire record including written arguments.

6] From the documents on record as well as pleadings of the parties, it is observed that admittedly the complainant was provided Online Classes in the subject course by the OPs without her approval/consent for Online Classes. It is also observed that all three semesters of the subject course as well as their examinations were conducted by the OPs only through Online mode whereas it was not informed to the complainant at the time of taking admission. It is held that even when the complainant agitated the Online mode classes and asked for physical classes, the OPs did not provide the same to the complainant, which amounts to unfair trade practice on their part. It is opined that the OPs have refunded only part of the amount of the fee to the complainant but did not refunded the remaining amount. Once the OPs failed to render the promised services of providing the course coaching to the complainant/student in physical mode as agreed at the time of taking admission, so they are not entitled to retain the balance amount. Therefore, the above act & conduct of the OPs clearly amounts to deficiency in service and unfair trade practice.

7] Taking into consideration the above discussion and findings, we are of the opinion that deficiency in service and unfair trade practice on the part of OPs No.1 & 2 has been proved. Therefore, the present complaint stands partly allowed with directions to the OPs No.1 & 2 to refund the balance amount of Rs.10,51,650/- to the complainant along with interest @9% p.a. from the date of filing the present complaint its payment to the complainant.

This order be complied with by the OPs No.1 t& 2 to jointly & severally within 90 days from the date of receipt of its certified copy.

8] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per rules & law under The Consumer Protection Rules & Act accordingly. After compliance file be consigned to record room.

Announced

09.05.2024

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER