

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

Consumer Complaint No.	:	CC/943/2021
Date of Institution	:	27/12/2021
Date of Decision	:	01/08/2023

Dr. Yatish Kumar Bansal s/o Sh. Amar Nath Bansal, aged 61 years, r/o #504, Sector 7, Panchkula.

... Complainant

V E R S U S

1. Lifestyle Wedding Planner, through its Business Head Richa Sharma, having its office at Shopping Arcade No.4, Rajiv Gandhi IT Park, DLF Commercial Complex, Chandigarh 160101.
2. Hotel The Lalit, having its registered office at Rajiv Gandhi IT Park, DLF Commercial Complex, Chandigarh 160101 through its General Manager.

... Opposite Parties

CORAM : **SHRI PAWANJIT SINGH** **PRESIDENT**
 SHRI SURESH KUMAR SARDANA **MEMBER**

ARGUED BY : Sh. Anirudh Gupta, Counsel for complainant
 : OP-1 ex-parte.
 : Sh. Vivek Gupta, Vice Counsel for Sh. Mukesh Kumar, Counsel for
 : OP-2

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by Dr. Yatish Kumar Bansal, complainant against the aforesaid opposite parties (hereinafter referred to as the OPs). The brief facts of the case are as under :-
 - a. It transpires from the allegations as projected in the consumer complaint that OP-1, who is a wedding planner, had allured the complainant by showing different attractive wedding style and rosy picture for the decoration part of the banquet hall of OP-2 for the marriage ceremony of daughter of the complainant to be solemnized on 29th & 30th April, 2021. OP-2 had asked the complainant to contact OP-1 and accordingly he asked OP-1 for the decoration of the banquet hall. For the decoration of the said banquet hall for the relevant dates, OP-1 asked for an amount of ₹2,80,000/- and accordingly the complainant had paid 20% of the total amount i.e. 56,000/- to OP-1 by transferring the same in its bank account which is also clear from Ex.C-1. Due to the COVID-19 pandemic, the Central Govt. in consultation with the State Govts. had started imposing restrictions on the gathering in the marriage functions and had imposed

lockdown and other restrictions in the relevant month. The groom's family, who was coming from Lucknow had suffered from COVID-19 as a result of which they had shown their inability to come for the marriage and due to the aforesaid reason, the marriage was postponed. Accordingly, the complainant had informed OP-1 telephonically as well as by sending emails for the cancellation of the aforesaid booking due to the aforesaid unavoidable circumstances and intimation was also given to OP-2. OP-1 was also contacted by the complainant through Whatsapp/email (Ex.C-2 & C-3) for refund of amount, but, despite of that, it refused to refund the already paid amount of ₹56,000/- and the said act amounts to deficiency in service and unfair trade practice. OPs were requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OP-1 did not turn up before this Commission, despite proper service, hence, it was proceeded against ex-parte vide order dated 12.1.2023.
 - c. OP-2 resisted the consumer complaint and filed its written version, inter alia, taking preliminary objections of maintainability and cause of action. On merits, denied that the complainant was allured by the answering OP for the decoration of the banquet hall through OP-1. It is further denied that the answering OP is also liable for the refund of the amount when it is an admitted case of the complainant that the said amount was paid to OP-1. On merits, the facts as stated in the preliminary objections have been reiterated. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.
 - d. Complainant chose not to file rejoinder to the written version of OP-2.
2. In order to prove their case, contesting parties have tendered/proved their evidence by way of respective affidavits and supporting documents.
 3. We have heard the learned counsel for the contesting parties and also gone through the file carefully, including the written arguments.
 - i. At the very outset, it may be observed that when it is an admitted case of the complainant that for the decoration of the banquet hall for the marriage of his daughter for 29th & 30th April, 2021, he had approached OP-1 and paid advance of ₹56,000/-, and due to the COVID-19 pandemic, the said marriage could not be solemnized at the relevant time on account of the restrictions imposed by the Govt., including the imposition of lockdown, the case is reduced to a narrow compass as it is to be determined if there is any deficiency in service or unfair trade practice on the part of OPs and both the OPs are liable to pay the amount as claimed by the complainant or if the complainant has no cause of action against OP-2 and only OP-1 is liable to pay the amount as claimed by the complainant.
 - ii. In order to prove his case, complainant has tendered/proved his affidavit in which he deposed as maintained in the consumer complaint. He further proved receipt (Ex.C-1) which clearly indicates that an amount of ₹56,000/- was paid/transferred by the complainant to OP-1 only. Ex.C-2 is the copy of Whatsapp conversation between the complainant and OP-1 which clearly indicates that the complainant had requested OP-1 to refund the aforesaid due to cancellation of the marriage of his daughter. Ex.C-3 is the copy of the email sent by the complainant which indicates that he had requested the OP for the refund of the aforesaid amount. Ex.CA is a copy of the email dated 21.4.2021 sent by the complainant to OP-2 intimating that due to the Corona grave situation, the event scheduled on 30.4.2021 alongwith booking of the rooms stands cancelled.
 - iii. It has been contended on behalf of the complainant that OP-1 was approached by the complainant through OP-2 for decoration of the banquet hall for the marriage of his daughter to be solemnized on 29/30.4.2021 and due to COVID-19 pandemic and lockdown, the said event was cancelled, regarding which intimation was also given to OP-2 by the complainant vide email (Ex.CA) and further as OP-1 has not refunded the aforesaid amount to the complainant till date, the consumer complaint be allowed as prayed for.
 - iv. On the other hand, it has been contended on behalf of OP-2 that as it has nothing to do with the decoration of the banquet hall, which was to be done by OP-1, the consumer complaint of the complainant against OP-2, being false and frivolous, is liable to be dismissed.
 - v. There is force in the contention of OP-2 as nothing has come on record if complainant had approached OP-1 for the decoration of the banquet hall through OP-2 for the marriage of his daughter to be solemnized on 29/30.4.2021 or that OP-1 was contacted by the complainant on the

asking of OP-2. In this manner, it is safe to hold that there is no deficiency in service or unfair trade practice on the part of OP-2.

- vi. However, when it has come on record that OP-1 was contacted by the complainant for the decoration of the banquet hall for the wedding of his daughter and the complainant had cancelled the said wedding event, as is also evident from copy of email dated 21.4.2021 (Ex.CA) i.e. about 8 days prior to the said date and further when it stands proved on record that the complainant had transferred an amount of ₹56,000/- through NEFT in the account of OP-1, as is also evident from the receipt (Ex.C-1) and further when it has come on record that the said amount has not been refunded by OP-1 to the complainant till date, despite of repeated requests by him, it is clear that OP-1 had retained the aforesaid amount despite of the fact that due to COVID-19 pandemic most of the events were cancelled due to the imposition of lock down/restrictions by the Govt. and also that the complainant had intimated OP-2 about the cancellation of the said event.
- vii. In view of the above, it is safe to hold that the complainant has successfully proved deficiency in service and unfair trade practice on the part of OP-1. Hence, the present consumer complaint deserves to succeed against OP-1 and it is liable to refund the aforesaid deposited amount to the complainant alongwith interest and compensation etc. for the harassment suffered by him.

4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OP-1 is directed as under :-

- i. to refund the amount of ₹56,000/- to the complainant alongwith interest @ 9% per annum from the date of cancellation i.e.21.4.2021, till realization of same.
- ii. to pay an amount of ₹8,000/- to the complainant as compensation for causing mental agony and harassment to him;
- iii. to pay ₹7,000/- to the complainant as costs of litigation.

5. This order be complied with by OP-1 within thirty days from the date of receipt of its certified copy, failing which, it shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No. (iii) above.

6. Since no deficiency in service or unfair trade practice has been proved against OP-2, the consumer complaint against it stands dismissed with no order as to costs.

7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

Announced

01/08/2023

hg

Sd/-

[Pawanjit Singh]

President

Sd/-

[Suresh Kumar Sardana]

Member