

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

Consumer Complaint No.	:	CC/251/2020
Date of Institution	:	06/08/2020
Date of Decision	:	01/09/2023

1. Ravinder Pal Singh resident of House No.2083, Guru Nanak Vihar, Sector 48, Chandigarh 160047.
2. Sarbjit Kaur w/o Ravinder Pal Singh resident of House No.2083, Guru Nanak Vihar, Sector 48, Chandigarh 160047.

... Complainants

V E R S U S

1. The Club Resorto Hospitality Ltd., 425 through its Directors/Managing Directors, Qutub Plaza DLF Phase 1, Gurgaon, Haryana 122002 India.
2. Club Resorto Hospitality Ltd. through its Directors/ Managing Directors 307, 3rd Floor, Bestech Business Tower, Sector 66A, Mohali 160066.
3. Ms. Nishu Verma Club Resorto Hospitality Ltd. through its Directors/Managing Directors 307, 3rd Floor, Bestech Business Tower, Sector 66A, Mohali 160066.

... Opposite Parties

CORAM :**SHRI PAWANJIT SINGH
MRS. SURJEET KAUR****PRESIDENT
MEMBER**

ARGUED BY : Sh. Tushar Arora, Counsel for complainants
: OPs ex-parte.

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by Ravinder Pal Singh and another, complainants against the aforementioned 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/Company deals in arranging/organizing tour package and hotel booking programme for people and for their members. On 13.9.2018, the representatives of OP-3 approached complainant No.1 and informed him that meeting between complainants and them has been arranged in Hotel J.W. Marriot, Sector 35, Chandigarh. Accordingly, complainants attended the meeting and on behalf of OPs 1 & 2, OP-3 had offered membership of their company to the complainants for five years on payment of ₹75,000/- as membership fee, which was accordingly paid by the complainants. On 19.9.2018, complainants received membership certificate and letter from the OPs having membership Id and also confirmed payment of ₹75,000/-, having been received from the complainants. After a few days, OPs offered a package to the complainants and family for three days to Ramsheher Fort, Nalagarh (hereinafter referred to as "subject fort") on the occasion of marriage anniversary of the complainants on

30.9.2018. The said trip was offered by the OPs free of cost as complimentary to the complainants on the occasion of their marriage anniversary. The representatives of the company had given confirmation call to the complainants before 30.9.2018 and informed them about the booking of the trip and on this the complainants and their family members were very excited. However, on 29.9.2018, the complainants received a call from the OPs stating that the trip to the subject fort has been cancelled due to bad weather and road blockage. Later on, in the evening, when the complainants called the reception of the subject fort for enquiring about the current status of the roads and weather, it was informed by Mr. Sharma, Manager that roads and weather of Nalagrah area are completely fine and the tourists are coming and also informed that the booking till 30.9.2018 is full. Thereafter the complainants contacted the OPs about their wrong statement and asked the reason for cancellation of the trip, but, the OPs could not explain the same. Thereafter, OP-3 called the complainants and asked them to stay at home with their family as they are coming to their residence to wish them on the anniversary day. The complainants and their family waited for whole day, but neither OP-3 nor any representative came as a result of which the complainants had suffered humiliation and mental harassment. Thereafter on 10.1.2019, complainants sent email to the OPs claiming refund of ₹75,000/- having been paid by them as membership fee and even after that reminders were also sent, but, with no result. In this manner, as the OPs have not provided any services to the complainants after receiving ₹75,000/- as membership fee, the said act amounts to deficiency in service and unfair trade practice on their part. OPs were requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OPs resisted the consumer complaint and filed their written version, inter alia, taking preliminary objections of maintainability, concealment of facts and jurisdiction. It is alleged that the complainants have filed a frivolous consumer complaint against the OPs and have suppressed material facts. The complainants had also distorted facts with the sole intention to mislead the Commission. As per the membership package rules, courts at New Delhi are having exclusive territorial jurisdiction over all disputes arising between the parties. On merits, the facts as stated in the preliminary objections have been reiterated. The cause of action set up by the complainants is denied. The consumer complaint is sought to be contested.
2. In order to prove their case, complainants tendered/proved their evidence by way of affidavits and supporting documents. However, as OPs failed to file evidence despite grant of sufficient opportunity, therefore, vide order dated 17.11.2022 of this Commission, opportunity to file the same was closed.
 3. We have heard the learned counsel for the complainants and also gone through the file carefully.
 - i. At the very outset, it may be observed that when it is an admitted case of the parties that the complainants had obtained membership from the OPs by paying an amount of ₹75,000/- and the said payment has also been acknowledged by the OPs in the approval form (Ex.C-1), letter (Ex.C-2) with certificate (Ex.C-3) and further has not been disputed by the OPs in their written version, the case is reduced to a narrow compass as it is to be determined if the OPs have not rendered the services to the complainants despite of having received an amount of ₹75,000/- as membership fee from the complainants and making them as members of their company and the complainants are entitled for the reliefs prayed for in the consumer complaint, as is the case of the complainants, or if the consumer complaint of the complainants is not maintainable and also that the complainants have distorted facts in order to seek relief and the consumer complaint of the complainants is liable to be dismissed, as is the defence of the OPs.
 - ii. It is the case of the complainants that after becoming member of the OPs by paying an amount of ₹75,000/- as membership fee, OPs had offered three days trip to the complainants to the subject fort on account of marriage anniversary of the complainants on 30.9.2018 and even after confirmation of the said booking, the same was cancelled by the OPs by wrongly intimating the complainants the reason as bad weather and road blockage, which fact was later on found false when the complainants enquired from the Manager of the subject fort and in this manner as the OPs have not provided any services to their consumer, the complainants are entitled for the refund of the amount deposited. In order to prove this fact, complainants have tendered their affidavits in which they deposed as maintained in the consumer complaint. However, though the OPs have disputed the case of the complainants by filing their written version, but, the OPs have failed to lead any evidence to counter the allegations made against them in the consumer complaint. In this manner, the complainants have successfully proved on record that the OPs have failed to provide the services to the complainants i.e. three days trip to the subject fort at Nalagarh by firstly offering the said trip on account of marriage anniversary of the complainants

on 30.9.2018 and later on cancelling the same by wrongly intimating that due to bad weather and road blockage the said trip has been cancelled.

iii. As it stands proved on record that the OPs had given the membership to the complainants by receiving an amount of ₹75,000/- as membership fee for five years and have failed to provide any service to the complainants since it has come on record that the complainants have not enjoyed any trip, to be offered by the OPs, nor have taken any steps to redress the grievance of the complainants brought to the notice of the OPs through email/reminders (Ex.C-6), it is safe to hold that the instant consumer complaint deserves to succeed and the complainants are entitled for the refund of the membership fee alongwith interest and compensation etc.

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

i. to refund the amount of ₹75,000/- to the complainants alongwith interest @ 9% per annum from the date of payment i.e. 13.9.2018 onwards.

ii. to pay an amount of ₹7,000/- to the complainants as compensation for causing mental agony and harassment to them;

iii. to pay ₹7,000/- to the complainants as costs of litigation.

5. This order be complied with by the OPs within thirty days from the date of receipt of its certified copy, failing which, they 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. Pending miscellaneous application(s), if any, also stands disposed of accordingly.

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

Announced

01/09/2023

hg

Sd/-

[Pawanjit Singh]

President

Sd/-

[Surjeet Kaur]

Member