

**BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM  
ERNAKULAM**

**Complaint Case No. CC/23/74  
( Date of Filing : 02 Feb 2023 )**

1. ANCY K ALEXANDER  
MEPPALLIL HOUSE, H NO 17/844 C , PALLURUTHY P.O 682006 .....Complainant(s)

Versus

1. PARVATHY MAYA SHAJI  
NEAR BTH SAROVARAM RESTAURANT, KANNADIKADAVU , ERNAKULAM 682304 .....Opp.Party(s)

**BEFORE:**

**HON'BLE MR. D.B BINU PRESIDENT  
HON'BLE MR. RAMACHANDRAN .V MEMBER  
HON'BLE MRS. SREEVIDHIA T.N MEMBER**

**PRESENT:****Dated : 09 Aug 2023**

**Final Order / Judgement  
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM**

Dated this the 9<sup>th</sup> day of August 2023

Filed on: 02/02/2023

**PRESENT**

Shri.D.B.Binu	President	
Shri.V.Ramachandran	Member Smt.Sreevidhia.T.N	Member

**C C No. 74/2023**

**COMPLAINANT**

Ancy K Alexander, D/.Alexander Mathew, Meppallil House, House No.17/844-C, Palluruthy, Pin-682 006.

**Vs.**

**OPPOSITE PARTIES**

1. Parvathy Maya Shaji, Managing Director, Amster immigration overseas Pvt. Ltd., 6<sup>th</sup> Floor, Techno Plaza Building, Near BTH Sarovaram Restaurant, Kannadikkadu, Maradu,Ernakulam, Kera-682 304
2. Aju K Mathew, General Manager, Amster immigration overseas Pvt. Ltd., 6<sup>th</sup> Floor, Techno Plaza Building, Near BTH Sarovaram Restaurant, Kannakikkadu, Maradu, Ernakulam, Kerala-682 304

**(o.p 1 and 2 rep. by Sherry J Thomas, XL/5977, Infant Jesus Bldg-2, Banerjee Road, Kochi-31)**

**FINAL ORDER**

**V.Ramachandran, Member**

**1) A brief statement of facts of this complaint is as stated below:**

The complainant states that she was processing her Canada Permanent Residents programme through Amster and paid an amount of Rs.75,000/- on 22.01.2019. The Amster, the opposite party have fabricated eligibility score added in the assessment report for achieving sales target of the company. On 26.09.2018, the opposite party forwarded the assessment report into the email id of the husband of the complainant. The CRS score as per the document is 441. This was a fabricated assessment report. The complainant further states that she had never given IELTS test score to Amster and believed the consultancy and the opposite party promised entry profile and score for 441 because all the above confirmation, the complainant paid Rs.75,000/- to the opposite party. The complainant alleges that the opposite party had given fake assessment report, fake IELTS score and it was mailed to the complainant. After paying the amount and after signing the agreement the opposite party disclosed their policy which was not known to the complainant. The complainant alleges that all the reports given to the complainant were fabricated. The complainant had not benefited due to the faulty action of the opposite party since the consultancy regarding the Canada permanent residency programme was false and visit of the complainant in IRCC Canada Government website processing policy revealed that the complainant is cheated due to the faulty action of the opposite party. The complainant had made a lot of complaints against the score and fabricated documents and the compulsion of the opposite party have appeared for IELTS examination by the complainant, for which the complainant had paid Rs.1,49,500/- besides the payment made to the opposite party. Hence the complainant approached to this Commission seeking for getting back the amount paid by the complainant to the opposite parties. There are nine payments paid by the complainant and two payments by her husband.

**2. Notice**

Upon notice to the opposite party, they appeared but had not filed their version and the opposite party set ex-parte. At this time the opposite parties filed I.A.No.684/2023 in the form of a Review Petition on 25.07.2023 which is perused and heard in detail. The opposite parties filed version on 16.05.2023 which is belated by 53 days from the statutory period for filing version. The case advanced and posted to 23.06.2023. The matter of being advanced the case to 23.06.2023 is seen acknowledged by the counsel of the opposite party on 14.06.2023 itself. The opposite party were not present on the date of posting of the case on 23.06.2023 and the opposite parties 1 and 2 were set ex-parte and the case was posted for ex-parte evidence of the complainant on that date. Since the version is seen filed after 53 days from the statutory period. Hence the I.A. is dismissed since it do not have any merit and the complaint is posted for final hearing.

**3) Evidence**

The complainant had produced Exbt.A1 to A21.

Exbt.A1	::	Two series of e-mails issued by the staff of the opposite parties dated 26.09.2018.
Exbt.A2	:	Two series of e-mails showing chats of staffs of the opposite parties. First e-mail dated 01.10.2018 Second email dated 16.10.2018.
Exbt.A3	:	Advance receipt of Rs.75,000/- issued by the opposite parties dated 22.01.2019.
Exbt.A4	:	Copy of preliminary bar supplementary agreement signed and sealed by the opposite parties.
Exbt.A5	:	Ten series of Assessment report issued by the opposite parties.
Exbt.A6	::	Express Entry (EE) profile status dated 03.05.2021.
Exbt./A7	:	Latest Express Entry (EE) profile dated 11.05.2022.
Exbt.A8	:	RCIC Agreement for Canada Immigration Services issued by the opposite parties dated 05.04.2021.
Exbt.A9	:	The complete Profile created for Prince Edward Island, Canada by the opposite parties.
Exbt.A10	::	Profile created for Quebec by the opposite parties using expired Express Entry Profile number.
Exbt.A11	::	Google reviews about the opposite parties.
Exbt.A12	::	Legal Notice issued by the opposite parties is reply to the Google review by the complainant.
Exbt.A13	::	Agreement details filled in Ingram dated 07.12.2022.
Exbt.A14	:	Fees receipts for the IELTS exams – Nine series –And series of documents of the complainant.
Exbt.A15	::	Fees receipts for the IELTS exams-Two series of documents for the complainants husband.
Exbt.A16	::	Fees receipt issued by WES (World Education Service) in Canada for education credential assessments to the complainant.
Exbt.A17	::	Fees receipt issued by WES (World Education Service) in Canada for education credential assessments to the complainant's husband
Exbt.A18	::	Online transcript issued by Stella Maris College, Chennai dated 15.05.2021.
Exbt.A19	::	E-receipt issued from the Mahatma Gandhi University, Kottayam to the complainant's husband.
Exbt.A20	:	Receipt issued by British international Academy to the complainant dated 04.03.2019.
Exbt.A21	::	Challan receipt issued by the State Bank of India to the complainant for the payment of Rs.75,000/- to the opposite parties as service charges as insisted by the opposite parties.

4) **The following are the main points to be analysed in this case:**

- (i) Whether there is any deficiency in service or unfair trade practice from the side of the opposite parties to the complainant?
- ii) If so, whether the complainant is entitled to get any relief from the side of the opposite parties?
- (iii) Costs of the proceedings if any?

5) **Point No. (1).**

The complainant had produced Exbt.A1 which goes to show that the complainant had paid an amount of Rs.75,000/- to the opposite party on 22.01.2019. Further the complainant had proved that they had paid any amount for IELTS coaching as fees towards IELTS examination with the support of any substantial evidences. Since the argument of the complainant is that the complainant had not been benefited from the opposite party and in the absence of any proof from the side of the opposite party regarding the non-fabrication of the documents and also in support of the merit of assistance provided by them to the complainant. The Commission come to the conclusion that the complainant is eligible to get back Rs.75,000/- paid to the opposite party and hence the following orders are issued.

As regards to the other payments made by the complainant for which relief sought for, the opposite parties arrayed by the complainants in this complaint are neither seen involved or responsible and hence the Commission do not have evaluated the same on merit.

1. The opposite parties shall pay back Rs.75,000/- to the complainant from the date of receipt of the amount paid to the opposite parties till the date of realization.
2. As regards to the fees paid to the IELTS and since they are not made as opposite parties in this case, no orders passed as second reliefs sought for by the complainant.
3. An amount of Rs.10,000/- shall be paid by the opposite parties as compensation to the complainant.
4. The opposite parties shall pay an amount of Rs.3000/- to the complainant towards cost of the proceedings.

The opposite parties are jointly and severally responsible.

The above order shall be complied with, within 30 days from the date of receipt of a copy of this order, failing which the above amounts ordered vide (1) and (2) above shall attract @9.5% interest p.a from the date of receipt of coy of this order till the date of realization.

Pronounced in the Open Commission this 09<sup>th</sup> day August 2023.

Sd/-

V.Ramachandran Member

Sd/-

D.B.Binu President

Sd/-

Sreevidhia T.N., Member

Forwarded by Order

Assistant Registrar

**APPENDIX**

**Complainant's Evidence**

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**C.C. No.74/2023**

**Order dated 09/08/2023**

**[HON'BLE MR. D.B BINU  
PRESIDENT]**

**[HON'BLE MR. RAMACHANDRAN .V  
MEMBER]**

**[HON'BLE MRS. SREEVIDHIA T.N  
MEMBER]**