

Date of filing: 15.03.2018
Date of Order: 10.02.2023

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION- II: VIJAYAWADA, KRISHNA DISTRICT**

Present: SRI CHIRANJEEVI NELAPUDI, M.A., L.L.B., PRESIDENT
SMT. K. SASI KALA M.A., L.L.M., WOMAN MEMBER
SRI A. VENKATA RAMANA, B.A., B.L., MEMBER

FRIDAY, THE 10TH DAY OF FEBRUARY, 2023.

C.C.No.33 of 2019

BETWEEN:

Kolluru Giridhar,

...Complainant

And

1. The Manager Inox leisure Ltd,
ABS towers, 2nd floor, Vadodara.
 2. The Branch Manager, Inox-Urvasi Complex,
Gandhinagar, Vijayawada.
- ...Opposite Parties

Counsel for Complainant: Sri K. Giridhar (Party-Inperson)

Counsel for Opposite Parties: Sri P. Badrinath

This complaint coming up before us for final hearing on 07.02.2023,
and submitted oral arguments and written arguments and upon perusing
the material on record and having stood over till this day for consideration,
this Commission made the following:

O R D E R

**(Delivered by Hon'ble Member Sri A. Venkata Ramana on behalf of
the bench):**

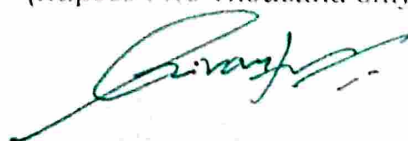
The brief facts of the Complaint are that

1. The Complainant is practicing advocate at Vijayawada city Civil and
criminal Courts complex since 2018 and he purchased "F2" movie ticket

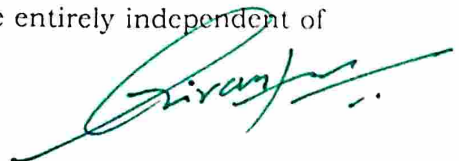
through the Paytm on 09.02.2019. He paid sum of Rs.150 (Rupees One Hundred and Fifty only) to Inox-Urvasi theatre through the Paytm to watch the movie and he paid central goods and service tax sum of Rs.1.80ps, state goods and service tax sum of Rs.1.80ps, and convenience fee sum of Rs.20/-, total amount of Rs.173.60ps. Then he got E-Ticket through the Paytm app. His seat number is screen 2, CL-A7. His show timings are 1:05 pm on 09.02.2019. He went to theatre to watch movie by bike on 09.02.2019 and he parked his bike at the parking area in the theatre which is provided by the 2nd Opposite Party, 2nd Opposite Party forced him to take parking ticket. So, he paid Rs.15/- to theatre authorities (2nd Opposite Party) for parking his bike in theatre and he took parking ticket/receipt from the 2nd Opposite Party. He complained the same to the other staff members of the 2nd Opposite Party.

2. The both Opposite Parties are collecting parking fee from the customers without having any authority. They have bad intention with a bad motive. They are collecting parking fee from the customers from the two wheelers as well as from four wheelers.

3. It clearly establishes that there is deficiency of services on the part of the Opposite Parties. So, due to said act, he suffered a lot of mental agony due to violation of judgment of the Andhra Pradesh High Court by the Opposite Parties. The Opposite Parties failed to provide parking area to the customers. So, they are liable to compensate the loss caused to him due to such violation of norms to sum of Rs.1,00,000/- (Rupees One Lakh only) towards mental agony, and he is requesting the District Consumer Forum – 2, Vijayawada to order the Opposite Parties to refund parking fee that is sum of Rs.15/- (Rupees Fifteen only) as well as order the Opposite Parties to pay costs to him i.e., Rs.5,000/- (Rupees Five Thousand only).



4. The Opposite Parties 1 and 2 filed their written version opposing the complaint mainly contending that this Inox-Urvasi complex is not multi complex theatre. It is purely Cini theatre without any mall. It is denied that the Opposite Party is not doing any unfair trade practice and also denied that there is no any deficiency of service.
5. The Opposite Party further saying that all establishment offering parking facilities in India, including the State of Andhra Pradesh, whether they be private or public in character, impose a parking fee for the services offered by them. Accordingly, the Opposite Parties are similarly placed as these establishments in relation to charging of a parking fee. Thus, singling out cinema operators such as the Opposite Parties to impose a restriction on charging of parking fee would be violative of the equality clause under Article 14 of the Constitution.
6. It is further stated that the provision of parking facilities is a genuine service and commercial activity which forms part of the Opposite Parties right to freedom of trade and occupation and is therefore, protected under Article 19(1)(g) of the Constitution. Thus, in the absence of any Central or State legislation imposing restrictions on charging a parking-fee, it is impermissible in law to prohibit the Opposite Parties from carrying out the commercial activity and service of provision of parking facilities in exchange for a fee and also further stated that the provision of parking facilities by the Opposite Parties is duly recognised by the Vijayawada Municipal Corporation itself, which has issued a specific trade license to the Opposite Parties in relation to parking facilities, it is pertinent to mention that the aforesaid trade-license is independent of the license issued to the Opposite Parties under the AP Cinemas Act, which denotes that the provision of parking facilities is a service entirely independent of



the services relating to exhibition of cinematograph films by the Opposite Parties at its cinema.

7. The Opposite Party further stated in his written version that without prejudice to the submissions made hereinabove, it is stated that a customer visiting an INOX cinema in its own vehicle parks his/her vehicle within the premises of such cinema while entrusting the safety and security of the vehicle with INOX. In order to provide this service to its patrons, INOX incurs heavy costs in the form of deployment of various personnel to maintain safety, security and cleanliness hygiene in the parking area, provision of lights and other essential amenities in the parking areas. Thus, it is evident that the provision of parking facilities is a genuine service being provided by INOX to its patrons and therefore, entitled to a fee in consideration for such service.

8. It is lastly contended that the present complaint is Meritless and without any basis either any facts or law and therefore deserves to be dismissed with costs.

9. The points for consideration are:

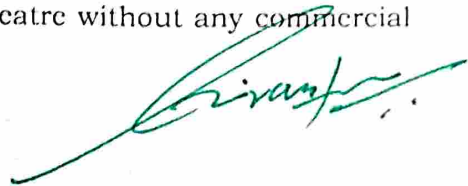
- i. Whether there is deficiency of service on the part of Opposite Party as prayed by the Complainant?
- ii. Whether the Complainant is entitled for compensation as prayed for?
- iii. Whether the complaint is a Consumer?
- iv. To what relief?

10. To prove his case the Complainant got himself examined as PW-1 and got marked Ex. A1 to A8, on behalf of the Opposite Party Sri S. Vijaya Kumar is examined as RW-1. No documents are got marked on behalf of the Opposite Party. Written arguments are filed by the Complainant and the Opposite Party. Heard both sides.



11. The Complainant submitted the Order (Judgment) of District Consumer Dispute Redressal Forum-3, Hyderabad in C.C. No.38/2018, and also the Judgment of the Honourable High Court reported in AIR 2003 Andhra Pradesh page no.393, Madan Mohan vs Municipal Corporation of Hyderabad. The Opposite Party submitted the I) G.O. No.486 dated 07.07.2007, II) G.O.M.S.No.168/2012 and also various Honourable Courts Judgments "III) M/s Hotel Hyatt Regency v. Mr. Atul Virmani, IV) Nagar Panchayat, Kurwai v. Mahesh Kumar Singhal, V) M.C. Mehta v. Union of India and Ors., VI) Nitin Mittal v. Pind Balluchi Restaurant, VII) Pustak Mahal v. Rattan Lal Premi, VIII) T. Arivandandam v. T.V. Satyapal & anr., IX) Ravneet Singh Bagga v. KLM Royal Dutch Airlines and X) Urban Transport Policy, XI) Comprehensive Action Plan for Clean Air for Non-Attainment cities of Andhra Pradesh-Vijayawada.

12. The Opposite Party further stated that this Urvasi Inox cinema hall will not come under the perview of G.O.M.S. 486 dated 07.07.2007, because the Opposite Party cinema hall is not a multiplex complex. The Opposite Party stated that G.O.M.S. 168 dated 07.04.2012 at page no.33 table (V) Sl no.3 is followed by the Opposite Party for their cinema halls 40% parking area provided. The citations submitted by Opposite Party facts are different and this case on hand facts are different. So, the said citations are no way helpful to the Opposite Parties. The Complainant submitted the decisions are no way helpful to the facts of this case. The main contention of the Opposite Party that their cinema hall is not a multiplex complex and it is only cinema theatre without any commercial mall.



As per G.O.M.S. 486 dated 07.07.2007, issued by Municipal Administrations urban development (m1) Department under clause 3(a) "Multiplex Complex" is defined as under

"Multiplex complex" shall mean an integrated entertainment and shopping centre/complex or a shopping mall and having at least three (3) cinema halls/screens. Apart from Cinema Halls, the entertainment area may have restaurants, cafeteria, fast food outlets, video games parlors, pubs, bowling alleys, health spa/centres, convention centres, hotels and other recreational activities. However, habitable areas like hotels, service apartments shall not be allowed in the same block where the Multiplexes are set up and shall be allowed only as a separate block. Such a complex may be spread over the site or be in one or more blocks which may be high- rise buildings or normal buildings.

A perusal of the above clause at a glance clearly demonstrates that the word "Multiplex complex" entertain in its different types of activities having a shopping mall and at least three (3) cinema hall/screens. It is admitted fact that the Opposite Party cinema hall having (3) screens but not having any shopping mall.

13. Having regard to the facts and circumstances of the case, we are of the considered view that the Opposite Party cinema hall not having mall. But having a cinema complex doing commercial activity by running cinema hall with three (3) screens should provide parking to the customers of cinema theatre to provide parking space to keep their vehicles without charges.

14. The Opposite Party submitted the G.O.M.S. 486 dated 07.07.2007 in this said notification para 3 clause (a) Multiplex Complex Definitions speaks that having at least three (3) cinema halls/screens. It is admitted



fact that the Opposite Party cinema halls having three (3) screens. So, the Opposite Party cinema halls come under definition Multiplex Complex. Once the cinema hall come under the perview Multiplex Complex. The Opposite Party shall not charge for the parking the vehicles those who are visited for movies in Urvasi Complex i.e., Opposite Party cinema halls.

15. This Commission considered the documents filed by the Complainant and this bench arrives at a conclusion that there is a deficiency in service and unfair trade practice on the part of the Opposite Parties.

Accordingly, all points are answered.

In view of findings on point no.1 to 4 the complaint is partly allowed with following terms

- i. To refund the collected amount of Rs.15/- (Rupees Fifteen only) towards parking fee from the Complainant by the Opposite Party.
- ii. The Opposite Parties 1&2 are directed to pay compensation of Rs.5,000/- (Rupees Five Thousand only) to the Complainant and costs of Rs.2,000/- (Rupees Two Thousand only) towards litigation.

Time for compliance is 45 days only. In case of default, the complaint is entitled for the interest @ 6% per annum from the date of expiry of 45 days, till the date of realization on the above amount.

Dictated by the Member to the Junior Stenographer and directly typed by her and corrected by the Member and pronounced by us in the Open Commission on the 10th day of February, 2023.



MEMBER

K. Sanku Kola
WOMAN MEMBER



PRESIDENT 10/2/23

Appendix of evidenceWitnesses ExaminedFor the Complainant:

PW-1 K. Giridhar
(Complainant)

For the Opposite Party:

RW-1 S. Vijaya Kumar
(Opposite Party No.1)


The Complainant filed the documents which were marked as Ex. A1 to Ex. A8.

Documents MarkedOn behalf of the Complainant:

S.No.	Date	Description
Ex. A1	09.02.2019	Movie ticket
Ex. A2	09.02.2019	Parking fee ticket
Ex. A3	11.02.2019	Legal notice issued by me to the 2 nd Opposite Party.
Ex. A4	11.02.2019	2 nd Opposite Party postal receipt
Ex. A5	13.02.2019	Postal acknowledgment of 2 nd Opposite Party.
Ex. A6	20.02.2019	Reply of 2 nd Opposite Party.
Ex. A7	25.02.2019	Legal notice issued by me to the 1 st Opposite Party
Ex. A8	25.02.2019	1 st Opposite Party postal receipt.

On behalf of Opposite Parties:

-Nil-


PRESIDENT 10/2/23