

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, KURUKSHETRA**

**Complaint No.44 of 2022
Date of instt.: 31.01.2022
Date of decision: 04.04.2024**

Sansar Chand son of Shri Narender Kumar, resident of 213, near Shiv Mandir, Geong, Kaithal, presently residing at H.No. 1021/26, Gali No. 11, Shanti Nagar, Thanesar, District Kuruskhetra.

...Complainant.

Versus

1. OYO, H.O. Room No. 325, Spaze Teek Park Town-B, Sohna Road, Gurgaon, Haryana-122001, through its authorized person.
2. M/s Hotel Mahek, 1F/35, Kalyan Singh Chowck, NIT Faridabad, Haryana, through its authorized person.
3. M/s Hotel 1st Crown Inn, 1H/31, Block-H, NIT, Faridabad, Haryana, through its authorized person.

...Opposite parties

**CORAM: DR. NEELIMA SHANGLA, PRESIDENT.
NEELAM, MEMBER.
RAMESH KUMAR, MEMBER.**

**Present: Shri Rajinder Kumar Chopra, Legal Aid Counsel for complainant.
Shri Shekhar Kapoor, Advocate for OP No.1.
OPs ex-parte 2 & 3 ex-parte.**

Order:

This is a complaint under Section 35 of the Consumer Protection Act 2019.

2. It is alleged in the complaint that the complainant is an unemployed youth of age of 26 years wondering in search of good job after graduation/post graduation. It is further alleged that he applied for the post of Police sub-Inspector in Haryana Police through Staff Selection Board,

Panchkula. It is further alleged that the Haryana State Staff Selection Commission, Panchkula issued admit card to appear for written test to be conducted on 26.09.2021 at A.P. Senior Secondary School Sanjay Colony Sector-23, NIT Faridabad Block-8 at 9:00 AM to 10:30 AM. He further alleged that to make an attempt for career he booked a room through OYO Hotel at a cost of Rs.399/- on 23.09.2021. It is further also alleged that the above said payment of Rs.399/- was made from the account maintained at SBI Geong, Kaithal. The complainant further alleged that he reached Faridabad and also booked the Railway Tickets w.e.f. 25.09.2021 and 26.09.2021 respectively. It is further also alleged that on reaching Faridabad, he visited Hotel Mahek booked through OYO, but no room was provided to him although the payment was made by him. The complainant further alleged that he contacted customer Care with the following number 09313931393 which again asked him to book room in another Hotel named Crown Inn which he agreed under the compelling circumstance as there was no one in Faridabad known to him and paid Rs.499/- which were debited from his account. On reaching the new Hotel Crown Inn booked through customer care unit of OYO, he met with the same fate and no room was provided and was thrown on road during night time at the mercy of almighty and had to spend the night awoken, tiredness with high fever. Hence this present complaint.

3. On notice, OP No. 1 appeared and filed their written version raising preliminary objections with regard to maintainability; cause of action; locus standi; jurisdiction and concealment of true and material facts. On merits, it is submitted that the complainant approached the opposite Party No. 1 and highlighted the check-in denied issue at opposite Party No.2 Hotel (Mahek Hotel), after which the representative of the opposite Party No. 1 requested him to book another Hotel which the complainant had booked on his own at the Hotel of opposite Party No. 3 (Crown Inn Hotel). On 12th October 2021 after 19 days of check In denied (dated 25th September 2021)at opposite Parties No.2 & 3 Hotel, he had raised a complaint after 19 days of the incident and informed opposite Party No.1 about check-in denied at opposite Party No.3 Hotel as well. In case, he post check-in denied at the Hotel of opposite Party No.3 would have contacted the Customer Helpdesk of Opposite Party No.1, the Opposite Party No.1 help desk would have surely provided a resolution to him and would have provided an alternative accommodation to him, but he failed to contact the helpdesk of Opposite Party No.1 when check-in was again denied by Opposite Party No.3. The Opposite Party No.1 had no knowledge that Opposite Party No.3 had also denied check-in to him and also he failed to escalate the same to Opposite Party No.1 help desk for which Opposite Party No.1 cannot be held liable. However as a goodwill gesture Opposite Party No.1 sent an email to him on 12.10.2021 stating that the refund of both the booking IDs has been

initiated from our end and the same will be credited within 7 to 14 working days. Hence, this complaint may kindly be dismissed.

4. On notice, OPs No.2 & 3 did not appear despite service and opted to be proceeded against ex-parte, vide order dated 01.04.2022 of the Commission.

5. Learned counsel for the complainant has tendered into evidence affidavit Ex. CW1/A and documents Ex. C-1 to Ex. C-9 and closed the evidence on 05.09.2022 by suffering separate statement.

6. Learned counsel for the OP No.1 has tendered into evidence affidavit Ex. RW1/A and documents Ex. R-1 to Ex. R-6 and closed the evidence on 13.02.2023 by suffering separate statement.

7. We have heard the learned counsel for both the parties at length and have gone through the record available on the file carefully.

8. Learned Legal Aid Counsel for the complainant Shri Rajinder Kumar Chopra has argued that the complainant is an unemployed youth of age of 26 years wondering in search of good job after graduation/post graduation. It is further argued that he applied for the post of Police sub-Inspector in Haryana Police through Staff Selection Board, Panchkula. It is further argued that the Haryana State Staff Selection Commission, Panchkula issued admit card to appear for written test to be conducted on

26.09.2021 at A.P. Senior Secondary School Sanjay Colony Sector-23, NIT Faridabad Block-8 at 9:00 AM to 10:30 AM. He further alleged that to make an attempt for career he booked a room through OYO Hotel at a cost of Rs.399/- on 23.09.2021. He further also argued that the above said payment of Rs.399/- was made from the account maintained at SBI Geong, Kaithal. The counsel for the complainant further argued that he reached Faridabad and also booked the Railway Tickets w.e.f. 25.09.2021 and 26.09.2021 respectively. It is further also argued by the counsel for the complainant that on reaching Faridabad, he visited Hotel Mahek booked through OYO, but no room was provided to him although the payment was made by him. The counsel for the complainant further argued that he contacted customer Care with the following number 09313931393 which again asked him to book room in another Hotel named Crown Inn which he agreed under the compelling circumstance as there was no one in Faridabad known to him and paid Rs.499/- which were debited from his account. On reaching the new Hotel Crown Inn booked through customer care unit of OYO, he met with the same fate and no room was provided and was thrown on road during night time at the mercy of almighty and had to spend the night awaken, tiredness with high fever. The counsel for the complainant Shri Rajinder Kumar Chopra further argued that as per Ex. C-4, Rs. 399/- were taken by the OP No.1 i.e. OYO were taken from the complainant. Dispute of OP No.2 & 3 i.e. M/s Hotel Mahek, IF/35, Kalyan Singh Chowk, NIT,

Faridabad, Haryana and M/s Hotel 1st Crown Inn, 1H/31, Block-H NIT, Faridabad respectively did not provide any room to the complainant Sansar Chand who had to take a competitive exam for the post of ASI Police. Due to mental harassment, complainant cannot appear in the exam in the morning. While all the respondents are made parties to the dispute as all have together shared the money of rent and responsible for blocking the career/future of the complainant and failed in their service to be provided to the complainant.

9. Shri Shekhar Kapoor, Advocate for the OP No.1 is ready to pay the amount of Rs.399/- and 499/- along with interest to the complainant.

10. In view of the aforesaid discussions, the OPs are directed to pay Rs.399/- and Rs.499/- along with 9% penal interest to the complainant. They are also directed to pay the compensation of Rs.50,000/- for the loss of career opportunity to the complainant. Another compensation of Rs.50,000/- for causing mental agony, hardship and harassment as compensation to the complainant. The complaint is accepted with costs which assessed Rs.20,000/- which shall be paid by the OPs jointly and severally to the complainant within 45 days from the date of filing of complaint to its realization. As the cost of litigation as the fees of Advocate Rs.20,000/-.

11. In default of compliance of this order, proceedings shall be Initiated under Section 72 of Consumer Protection Act, 2019, as non-

compliance of court order shall be punishable with imprisonment for a term which **shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than twenty five thousand rupees, but which may extend to one lakh rupees, or with both.** A copy of this order be sent to the parties free of cost. File be consigned to the record room after due compliance.

Announced in open 02.4.2024

(Dr. Neelima Shangla)
President,
DCDRC, Kurukshetra.

(Neelam)
Member

(Ramesh Kumar)
Member