

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
ERNAKULAM**

Dated this the 16<sup>th</sup> day of December, 2023.

Filed on: 31/03/2022

**PRESENT**

Shri.D.B.Binu

Shri.V.Ramachandran

Smt.Sreevidhia.T.N

President

Member

Member

**C. C. No. 192/2022**

**COMPLAINANTES**

1. P.V. Prakashan,
2. Vanaja Prakashan,

(Rep. by Adv. Aysha Youseff & Molly Jacob, Jobi A. Thambi, Youseff & Aysha  
Lawyers & Attorneys, Kallath Building, MM Road, Cochin 18)

VS

**OPPOSITE PARTIES**

1. Karandi Valley Adventure & Agro Tourism Resort, Represented by its  
Manager/Director, Viraj Vilas Borge Karandi Kheba Bhore, Pune District, Maharashtra.  
Pin -412213.
2. Viraj Vilas Borge, The Manager/Director, Karandi Valley Adventure & Agro Tourism  
Resort, Karandi Kheba Bhore, Pune District, Maharashtra. Pin -412213.

**FINAL ORDER**

**D.B. Binu, President.**

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

The complaint was filed under Section 35 of the Consumer Protection Act, 2019. The complainants, who are permanent residents and consumers as defined under the Consumer Protection Act 2019, had two sons, Midhun Prakash P. and Nidhin Prakash P., aged 30 and 24, both of whom were financially independent and successful in their respective fields. On October 24, 2020, Midhun booked rooms at the resort for himself and 23 others, including Nidhin. The next day, both brothers tragically drowned in a pond at the resort.

The complaint alleges that the resort advertised and assured safety measures, including a guide, which were absent at the time of the accident. The

lack of safety precautions, absence of signboards, and non-functional CCTV contributed to the accident. The complainants argue that this negligence and defective service by the resort led to the deaths of their sons. They claim that the resort failed in its duty of care and attention, particularly in the absence of a dedicated lifeguard. The Rajgad Police registered a case against the resort and its managing director for alleged negligence leading to the deaths.

This complaint is filed by the parents who lost their two sons in an unfortunate incident at a resort. The sons drowned in a pond at the Karandi Valley Adventure and Agro Tourism Resort, leading to the parents filing a complaint for compensation. The complainants initially demanded Rs. 6 crores but later reduced their claim to Rs. 1,99,00,000/-, with an additional request for 12% interest from the date of the complaint.

The complaint outlines a series of events that constitute the cause of action: the booking of the resort services by the elder son on October 24, 2020, the drowning incident on October 25, 2020, the registration of a police case against the resort on March 4, 2021, the issuance of lawyer notices demanding compensation on July 2, 2021, and the subsequent responses from the opposite parties in late July and early August 2021.

The complainants assert that the resort and its managing director are jointly and severally liable and responsible for the incident happened due to deficiencies in service and for the inadequate safety measures. They request the Commission to order the opposite parties to pay the compensation, along with the interest and the cost of the proceedings.

## **2) Notice**

Notices were sent to the opposite parties but were returned by postal authorities marked as 'Intimation Given'. This has been treated as sufficient service on the opposite parties. As they did not provide their versions, they have been set as 'ex-parte' in the proceedings.

### 3) . Evidence

The complainant, in this case, has submitted an ex parte proof affidavit along with 14 documents, marked as **Exhibits A-1 to A-14.**

**ExhibitA1:** Death Certificate of Midhun Prakash issued by Bhor Grama Panchayat, dated November 24, 2020 (photocopy).

**ExhibitA2:** Death Certificate of Nidhin Prakash. Also issued by Bhor Grama Panchayat, dated November 24, 2020 (photocopy).

**ExhibitA3:** Invoice/Bill. Dated October 24, 2020, issued by the 1st opposite party, Karandi Valley Adventure and Agro Tourism Resort (photocopy).

**ExhibitA4:** First Information Report (FIR). In crime No. 67/2021 of Rajgad Police, certified copy.

**ExhibitA5:** Malayalam Translation of FIR. A translated photocopy of the FIR's contents.

**ExhibitA6:** Heirship Certificate for Midhun Prakash. Issued by Tahsidar Kanayannur Taluk, dated August 19, 2021 (photocopy).

**ExhibitA7:** Heirship Certificate for Nidhin Prakash issued by Tahsidar Kanayannur Taluk, dated September 8, 2021 (photocopy).

**ExhibitA8:** Lawyer Notice: Office copy dated July 2, 2022.

**ExhibitA9:** Reply Notice from 1st Opposite Party. Dated July 30, 2021, issued by the Karandi Valley Adventure and Agro Tourism Resort (original).

**ExhibitA10:** Reply Notice from 2nd Opposite Party. Dated August 2, 2021 (original).

**ExhibitA11:** copy of the Memorandum of Post mortum examination in respect of Midhun Prakash dated 26.10.2020.

**ExhibitA12:** copy of the Memorandum of Post mortum examination in respect of Nidhin Prakash dated 26.10.2020.

**ExhibitA13:** Copy of the spot inspection report issued by the Rajghad Police station.

**ExhibitA14:** copy of the Certificate dated 17.3.2021 issued by Precision Stamping Industries in respect of Midhun Prakash.

#### 4) The main points to be analyzed in this case are as follows:

- i) Whether the complaint is maintainable or not?
- ii) Whether there is any deficiency in service or unfair trade practice from the side of the opposite parties as alleged by the complainant.?
- iii) If so, whether the complainants are entitled to get any relief from the side of the opposite parties?
- vi) Costs of the proceedings if any?

#### 5) The issues mentioned above are considered together and are answered as follows:

In the present case in hand, as per Section 2(7) of the Consumer Protection Act, 2019, a consumer is a person who buys any goods or hires or avails of any services for a consideration that has been paid or promised or partly

paid and partly promised, or under any system of deferred payment. A copy of the Invoice/Bill Dated October 24, 2020, issued by the 1st opposite party (**Exhibit A-3**). Hence, the complainants are consumers as defined under the Consumer Protection Act, 2019 (Point No. i) goes against the opposite parties.

The complainants have filed a case seeking an order for the opposite parties to pay damages and compensation due to the deficiency in service, unfair trade practices, and negligence that resulted in the death of their children.

We have heard from Sri. Shoukath Husain, the learned counsel representing the complainants, who assert that their sons' tragic deaths were due to negligence at the resort. The parents of the deceased children are therefore fall under the definition of consumers as per section 2(7) of the Consumer Protection Act, 2019. They are entitled to seek damages and compensation for the loss caused by the untimely death of their children. This loss includes the potential benefits the children would have provided, such as financial support, companionship, protection, and the joy of experiencing life with their future sons and grandchildren.

The complainants, a husband and wife, had two sons, Midhun Prakash P. and Nidhin P. Prakash. Midhun worked in "Precision Stamping Industries, Pune," and Nidhin was involved in aluminum fabrication. Midhun booked rooms at the 1st opposite party resort for himself and others, including Nidhin. Both sons drowned in a pond at the resort while heading to a waterfall, where there were no safety measures or security personnel.

After the accident, the opposite parties neither mitigated the complainants' loss nor informed them about the incident, allegedly suppressing facts. The police registered a crime against the opposite parties under the concerned section of the Indian Penal Code.

The Commission issued notices to the opposite parties, who did not respond, leading to ex-parte proceedings. The complainants submitted an ex-parte proof affidavit and marked documents as **Exhibit A 1 to A 14**.

The complainants assert that their sons' deaths were due to negligence at the resort. Evidence includes death certificates, booking invoices, legal heirship certificates, and exchanged notices. The complainants detail their sons' earnings and potential, emphasizing their financial and emotional loss.

The complainants claim compensation for estate loss, consortium, transportation, and funeral expenses. They originally demanded a larger sum but have reduced the claim considering various factors.

Citing a Supreme Court ruling, the counsel argues that the absence of safety measures like lifeguards in the resort amounts to deficient service. The complainants seek compensation with interest from the date of receipt of the lawyer notice by the opposite parties, based on the precedent set by the Supreme Court in similar cases. The obligation to exercise care and attention arises from the fact that if the pond and other facilities are not properly maintained and supervised, and if customers are not adequately protected by trained staff, it could potentially pose a hazard and danger to individuals. The opposite parties, in this case, failed to provide the facilities, security, and services as advertised in their brochures, websites, and other promotional materials, as well as through their agents. The absence of a dedicated lifeguard at the first opposite-party resort can be attributed to the foreseeable risk of harm.

The failure of the opposite parties to fulfil their duty of care represents a clear deficiency in their service. They accepted a booking fee for accommodation and recreational amenities from the complainants' elder son, creating a binding obligation to provide the services promised at the resort. Consequently, both opposite parties are liable to compensate for the tragic loss of the complainants' children due to this service deficiency and unfair trade practices.

Since the deceased children were unmarried and in the prime of their lives with steady incomes, the complainants have suffered the loss of love, affection, companionship, financial support, and more due to their premature deaths. The mental anguish and various losses resulting from the loss of their sole

breadwinners and loved ones are immeasurable in purely monetary terms. Nevertheless, the complainants attempt to estimate and quantify their losses, including the loss of love, companionship, and financial support.

In the above matter, the complainants seek an order for the opposite parties to pay Rs. 1,99,00,000/- as damages and compensation for the tragic death of their children, attributed to negligence and deficient service.

The complainants have submitted Exhibit A1 to Ext.A14. **Exhibit A11 and Exhibit A12** consist of the post-mortem reports of the deceased Midhun P. Prakash and Nidhin P. Prakash, who were the children of the complainants. These young lives were tragically lost due to a drowning incident at the resort owned by the opposite parties. **Exhibit A11 to Ext.A12** documents unequivocally establish that the cause of death of the complainants' children was drowning within the premises of the resort. **Exhibit A13** includes details from the spot inspection report by Rajghad Police station, revealing the cause of death in the case. Additionally, **Exhibit A14** is a significant document indicating that Midhun P. Prakash, the elder son of the complainants, had a monthly income of Rs. 45,000.

Based on the evidence available in the records, it is evident that the cause of death of the complainants' children was indeed drowning during their stay at the resort, and the opposite party failed to provide adequate security and service to its customers, amounting to a deficiency in service and unfair trade practice. Therefore, the complainants seek compensation on various grounds, including loss of dependency, loss of consortium, loss of love and affection, loss of estate, pain and suffering due to the loss of their two children, transportation and funeral expenses, and the emotional distress caused by the untimely deaths of their children. The complainants believe that they are entitled to receive compensation for the significant losses and damages resulting from the opposite parties' failure to provide adequate services and their irresponsible actions.

In conclusion, the complainants argue for substantial compensation due to the negligence and deficient service of the opposite parties, resulting in the tragic loss of their sons.

**The Exhibit A13** contains information from the Rajghad Police station's spot inspection report, which provides details on the cause of death as outlined below:

"I undersigned upon calling by Police officer P.K. Bhosale, Badge No. 1017, Rajgad Police Station at farm pond situated behind Karandi Vally Resort, at Karandi, khe.Ba.Ta. Bhor, Dist. Pune and stated that Informer in Police Station Rajgad A.M.R. No. 57/2020 Cr.P.C. 174 Mt. Viraj Vilas Borge, age- 25, Resident of Karandi, khe.Ba.Ta. Bhor, Dist. Pune, is present. He is showing the spot of incidence of death occurred on 25/10/2020. Upon observing situation, the sport inspection was requested. The Panchas consented thereto and Panchanana (Spot Inspection Report) is initiated, which is as under.

Informer stating that on dt. 25/10/2020 at 7.30 am to 10.00 am in the morning in the pond behind our resort, 1) Midun Praksh P. age- 30 years, and 2) Nidin Praksh P. age- 24 years, both resident at Kanirmattam, Amballu, Ernakulam, Kerala, both real bothers have demised by sinking in water. Thereafter upon initiating search by calling our villagers Tushar Nandakumar Gaikwad and Abhijeet Prakash Sable the corpous of 1) Midun Praksh P. age- 30 years, and 2) Nidin Praksh P. age-24 years, has been found. It had been recovered from water with the help of Police and friends. The spot of the incidence is shown. Upon observation the said spot is in the farm pond situated in the land owned by Vilas Borge and others, towards southern side Plastic and water body, at 15 ft. under water from where the dead bodies have found."

According to the complaint, the elder son, Midhun Prakash P., was employed by Precision Stamping Industries, Pune, where he had worked for an extended period. His monthly salary was Rs. 45,000, with an additional annual allowance of the same amount. He anticipated regular increases in his salary and benefits, with an employment term extending to the age of 60 for retirement purposes. Beyond his regular employment hours, he engaged in freelance work, earning an additional Rs. 20,000 per month. The younger son, Nidhin Prakash P.,

worked as a contractor in aluminium fabrication, earning Rs. 45,000 per month. He was known for his brilliance, energy, efficiency, and entrepreneurial spirit, possessing numerous substantial contract assignments and demonstrating high efficiency in work execution.

Relevant portion of **Exhibit A14** (a copy of the certificate dated 17.3.2021 issued by Precision Stamping Industries regarding Midhun Prakash) is extracted below:

“This is to certify that Late Mr. Midhun Prakash P. employee id PSI 1012 was working with our Organisation Precision Stamping Industries as an Tool Room Incharge. He has been working with us since 10/12/2017 and proved to be a very dedicated resource who has been very loyal to the company.

“His monthly salary was Rs 45000 per month and one month salary as Diwali bonus.”

In an appeal, the bench comprising Justice DY Chandrachud and Justice Hemant Gupta, agreed with NCDRC findings and observed (**MANU/SC/0418/2019.**)

**"The duty of care arises from the fact that unless the pool is properly maintained and supervised by trained personnel, it is likely to become a potential source of hazard and danger. Every guest who enters the pool may not have the same level of proficiency as a swimmer. The management of the hotel can reasonably foresee the consequence which may arise if the pool and its facilities are not properly maintained. The observance of safety requires good physical facilities but in addition, human supervision over those who use the pool."**

The court also observed that allowing or designating a life guard to perform the duties of a Bartender is a clear deviation from the duty of care.

**“Mixing drinks does not augur well in preserving the safety of swimmers. The Appellant could have reasonably foreseen that there could be potential harm caused by the absence of a dedicated lifeguard. The imposition of such a duty upon the Appellant can be considered to be just, fair and reasonable. The failure to satisfy this duty of care would amount to a deficiency of service on the part of the hotel management.”**



Consequently, the appeal was rejected. The Honorable Supreme Court has ordered the Kerala Tourism Development Corporation to compensate the victim's family with a sum of Rs. 62,50,000. (The case being **The Managing Director, Kerala Tourism Development Corporation Ltd. v. Deepti Singh and Others**).

In another case, **In S. Venugopal vs. Aquatic Club**, the Honorable Kerala State Consumer Disputes Redressal Commission allowed a complaint against *Aquatic Club* in Kerala. The complaint revolves around the tragic death of the complainant's 22-year-old son, Abhijith, who drowned in the club's swimming pool.

While observing that the swimming pool facility was dangerous and no actual lifeguard was present, the commission found the Aquatic Club liable for deficiency in services and ruled that the drowning of the deceased in the swimming pool was a direct consequence of the negligence on their part.

**"The complaint was contested by the Club owners. They contended that the complaint lacked validity under the Consumer Protection Act of 1986, specifying that their club was a private, non-profit entity designed solely for its members. It was also highlighted that, as the complainant's son was present as a guest at the invitation of a member, the hosting member had the responsibility for the guest's conduct or any other ensuing liabilities. According to the Club owners, they were not the service providers to the complainant's son. They argued that the deceased, classified as a guest, did not meet the criteria for a "consumer" (Section 2(d) of the Act) within the context of the Consumer Protection Act, because "he had not hired any services for a consideration".**

Notices issued to the opposite parties were returned with the endorsement 'Intimation Given', and this was deemed adequate service on them. Since they failed to submit their versions, they were declared 'ex-parte' in the proceedings. Consequently, the Commission proceeded ex-parte after the opposite parties did not respond to its notices. The complainants presented an ex-parte proof affidavit and documented evidence, marked as **Exhibits A1 to A14**.

The evidence presented included an ex-parte proof affidavit filed by the complainant, and it was unchallenged by the opposite parties. Therefore, the complainant's claims were considered credible and supported by the evidence. Therefore, the complainant requests the commission to grant the relief sought, including compensation for mental agony and unfair trade practice.

The opposite parties' conscious failure to file their written version in spite of having received intimation regarding the Commission's notice to that effect amounts to an admission of the allegations levelled against them. Here, the case of the complainant stands unchallenged by the opposite parties. We have no reason to disbelieve the words of the complainant as against the opposite parties. **The Hon'ble National Commission held a similar stance in its order dated 2017 (4) CPR page 590 (NC).**

In the matter at hand, the complainants, who are permanent residents and consumers as defined under the Consumer Protection Act, 2019, tragically lost their two sons, Midhun Prakash P. and Nidhin Prakash P., aged 30 and 24, due to a drowning incident at the Karandi Valley Adventure and Agro Tourism Resort. The complainants have alleged that the resort's negligence and deficient service led to the deaths of their sons, and they seek compensation, along with interest and the cost of the proceedings.

The Post-mortem reports, specifically **Exhibit A11** for Midhun Prakash and **Exhibit A12** for Nidhin Prakash, both dated October 26, 2020, are of exceptional significance in this case. These documents encompass the Memoranda of Post-mortem examination, providing essential medical details and critical insights into the circumstances leading to the unfortunate passing of the complainants' children. They play a pivotal role in establishing the context of the tragic incident, especially in confirming that the cause of death for the complainants' children was undisputedly drowning.

The inclusion of **Exhibit A13**, which is a copy of the spot inspection report issued by the Rajghad Police station, is crucial. This report provides an official

account of the scene of the incident, offering insights into the conditions and circumstances at the resort when the tragedy occurred. It serves as an independent verification of the incident's details.

Lastly, **Exhibit A14** assumes paramount importance as it contains the Certificate dated March 17, 2021, issued by Precision Stamping Industries concerning Midhun Prakash. This certificate establishes crucial facts related to Midhun Prakash's employment, monthly income, and bonuses, providing a comprehensive understanding of the financial aspects relevant to the complainants' claims.

In summary, these exhibits collectively serve as concrete and compelling pieces of evidence that substantiate the complainant's allegations and support their case for compensation. They provide valuable insights into the cause of the tragedy, the conditions at the resort, and the financial aspects of the complainants' losses. As such, they play a pivotal role in assisting the adjudicating authority in making an informed decision regarding the award of compensation to the complainants.

Upon a thorough analysis of the evidence provided and relevant legal principles, the following conclusions are drawn:

**A.Consumer Status:** Consumer Status: As per Section 2(7) of the Consumer Protection Act, 2019, the complainants meet the definition of consumers since the children of the complainants paid for the resort services through the Invoice/Bill dated October 24, 2020 (**Exhibit A-3**). This establishes their status as consumers under the Act, thereby rendering the complaint maintainable.

**B. Negligence and Deficient Service:**

1. **Absence of Safety Precautions:** The complainants have provided compelling evidence to support their claim of negligence and deficient service on the part of the opposite parties (the resort). They assert that the resort advertised and assured safety measures for its guests, including the presence of lifeguards, appropriate signboards, and functional CCTV surveillance. However, on the fateful day of the incident, these safety precautions were conspicuously absent. This absence of essential safety measures is a crucial element of their argument.

2. **Contributing Factors to Tragic Incident:** The tragic incident, where both of the complainants' sons drowned in a pond at the resort, is alleged to be a direct consequence of these missing safety precautions. The absence of lifeguards meant that there were no trained personnel on hand to respond to emergencies or provide assistance to guests in distress. The lack of signboards also have resulted in guests unwittingly venturing into potentially hazardous areas, such as the pond. Furthermore, non-functional CCTV cameras meant that there was no surveillance or monitoring of the resort's premises.
3. **Failure to Provide Promised Safety Measures:** The complainants argue that the resort's failure to deliver on its promises of safety measures and services constitutes a clear deficiency in service. When guests book accommodations and activities at a resort, they reasonably expect that the resort will uphold the advertised safety standards and take appropriate precautions to ensure their well-being. In this case, the resort's failure to provide these promised safety measures and services directly led to the tragic loss of lives.
4. **Unfair Trade Practice:** Additionally, the complainants assert that the resort's conduct in failing to deliver on its safety assurances and its advertising of these assurances amounts to an unfair trade practice. By luring guests with promises of safety and then failing to fulfill these promises, the resort engaged in deceptive practices that led to the tragic consequences.

In summary, the complainants have presented compelling evidence to support their claim of negligence and deficient service by the resort. The absence of critical safety measures, coupled with the tragic loss of their sons, strengthens their argument that the resort failed in its duty of care and attention. This case underscores the importance of service providers fulfilling their obligations to ensure the safety and well-being of their guests, especially when such assurances are prominently featured in their marketing materials. The resort's failure in this regard constitutes both a deficiency in service and an unfair trade practice, warranting further consideration by the adjudicating authority.

### **C. Entitlement to Relief:**

1. **Duty of Care and Service Obligation:** The complainants have convincingly argued that the opposite parties, in this case, the resort and its managing director, owed a duty of care and service obligation to the guests who booked their services. This duty entails providing a safe and secure

environment for guests, especially when safety measures are prominently advertised and promised.

2. **Breach of Duty and Deficient Service:** It has been established that the opposite parties failed to fulfill their duty of care and attention. The absence of essential safety measures, such as lifeguards, signboards, and functional CCTV, constitutes a breach of this duty. This breach amounts to deficient service, as the resort did not deliver on its promises and obligations to ensure guest safety.
3. **Direct Link to Tragic Incident:** The complainants have shown that the resort's negligence and deficient service had a direct link to the tragic drowning incident that resulted in the loss of their two sons. The absence of lifeguards and safety precautions contributed to the accident. Therefore, there is a compelling causal connection between the resort's breach of duty and the resulting harm.
4. **Compensation for Losses:** As a result of the resort's negligence and deficient service, the complainants have suffered immeasurable losses. These include the loss of financial support, companionship, protection, and the emotional distress caused by the untimely deaths of their children. The complainants are not only seeking compensation for the financial aspects of their loss but also for the emotional and psychological suffering they have endured.

#### **5. Compensation for Loss:**

The complainants have suffered significant losses as a result of the tragic deaths of their sons. These losses include the potential financial support, companionship, protection, and the joy of experiencing life with their future sons and grandchildren. Additionally, they have had to bear various expenses, such as transportation and funeral costs. Consequently, they have a legitimate claim to compensation for various types of losses, including loss of dependency, consortium, love and affection, estate, pain and suffering, and other damages stemming from the resort's failure to provide adequate services and its negligence.

**6. Legal Precedents:** The complainants have cited legal precedents that support their claim. These precedents emphasize the duty of care owed by service providers to ensure the safety of their guests and hold them accountable for deficiencies in service that lead to harm. The judgments cited in the case are consistent with the complainants' position.

Given the above factors, it can be concluded that the complainants are indeed entitled to relief from the opposite parties. The resort's failure to uphold its duty of care and service obligation, resulting in the tragic loss of the complainants' sons, warrants compensation to alleviate the significant physical, emotional, and financial burdens imposed on the complainants.

The relief sought by the complainants, which includes compensation for various aspects of their loss, is justified and aligns with the principles of justice and consumer protection. Therefore, the complainants are entitled to get relief from the opposite parties for the damages and suffering they have endured due to the resort's negligence and deficient service.

**ExhibitA-4** contains the First Information Report (FIR) filed in crime No. 67/2021 of Rajgad Police, and **ExhibitA-5** presents the Malayalam Translation of the FIR, which the complainants has submitted to the commission. In the FIR, the defacto complainant, who is the first informant, reported that both individuals who tragically drowned in the pond did not possess the ability to swim.

*We should glean valuable lessons from every tragedy and implement corrective measures to prevent future untoward incidents. Consequently, the Commission's Registry is directed to forward a copy of this order to the Director of Public Instruction for the State of Kerala, with a request to consider the inclusion of disaster management lessons, including swimming instruction as lifesaving skills, within the school curriculum in Kerala.*

The Commission deeply understands that no compensation can ever heal the profound wounds of parents who have endured the heartbreaking loss of their two beloved children in a tragic incident at such a tender age. However, collecting compensation from those accountable for this devastating loss serves as a gesture of remorse—a way to acknowledge and share in the immense sorrow that weighs upon the hearts of these grieving parents. It is also a crucial step in ensuring that such heart-wrenching tragedies do not repeat themselves in the future, thereby offering a glimmer of hope amidst the darkness of their grief.

We find that issues (I) to (IV) in favour of the complainants due to the substantial deficiency in service and unfair trade practices exhibited by the opposite parties. As a result of the negligence of the opposite parties, the complainant has endured significant and irreparable loss, hardships inconvenience, mental distress, hardships, and financial losses.

In view of the above facts and circumstances of the case, we are of the opinion that the opposite parties are liable to compensate the complainant. Hence the prayer is allowed as follows and the following orders are hereby passed:

- I. We direct the opposite parties to pay ₹1,99,00,000 (one crore and ninety nine lakhs) to the complainants as compensation for the significant losses caused by their childrens' premature deaths and resultant loss of financial support, companionship, protection, and life's joyful experiences, but also various incurred expenses like transportation and funeral costs. Additionally, service deficiencies and unfair trade practices, which have led to mental suffering, hardship, and financial burdens for the complainants.
- II. The Opposite Parties shall also pay the complainant ₹20,000/- (Rupees twenty thousand only) towards the cost of the proceedings

The Opposite Parties shall jointly and severally be liable for complying with the directions mentioned above, which must be completed within 30 days of receiving a copy of this order. Failure to do so shall result in the amount ordered under (i) above incurring interest at a rate of 9% from the date of filing the complaint (31.03.2022) until the date of realization.

Pronounced in the Open Commission on this the 16<sup>th</sup> day of December, 2023.

  
D.B. Binu, President

  
V. Ramachandran, Member

  
Sreevidhya T.N., Member