

**IN THE CONSUMER DISPUTES REDRESSAL FORUM  
KANNUR**

**Complaint Case No. CC/193/2023  
( Date of Filing : 02 Jun 2023 )**

1. Shajin.P.V

S/o Gangadharan,Kakkunnath House,Near  
Milma,Pallikkunnu.P.O,Kannur-4.

.....Complainant(s)

Versus

1. Vodafone Idea Limited.,

Kerala Head Office,4th Floor,KTDC Building,Trans Towers,Near  
Kalabhavan Theatre,Vazhuthacaud,Trivandrum-695014.

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MRS. RAVI SUSHA PRESIDENT  
HON'BLE MRS. Moly Kutty Mathew MEMBER  
HON'BLE MR. Sajeesh. K.P MEMBER**

**PRESENT:**

**Dated : 04 Oct 2023**

**Final Order / Judgement**

**SRI. SAJEESH.K.P : MEMBER**

The complainant has filed this complaint under Sec.35 of the Consumer Protection Act 2019, seeking direction against the OP to pay Rs.1,50,000/- as compensation due to mental agony and defect in the service of OP and to pay Rs.15,000/- as cost to the complainant.

**Complaint in brief :-**

The complainant was a regular prepaid customer of OP which is a telecommunication company and the complainant always get his prepaid recharge by calling the customer care. On 8/3/2023 the complainant chooses to recharge for Rs.479/- which was the best offer. As per the offer, 2GB data/day was available for 56 days. But according to audio message from OP, complainant didn't receive 2GB data. The complainant contacted VI customer and executive informed that there is no such offer was updated and the offer is providing only 1.5GB data. Later, complainant sent an email to OP along with the screen shot of the offer that he received, but all went in deaf ear and the complainant suffered loss of opportunities for his research and entertainment activities which he was intended to do after availing 2 GB data/ day. The complainant's grievance was unattended by OP resulted in mental agony and harassment to complainant. Hence this complaint.

After filing the complaint, notice issued to OP.OP's notice is returned with an endorsement as "closed and left". Hence it is presumed that the notice duly served. The OP not appeared before the commission and not filed any version. The commission had to held that the OP has no version as such in this case came to be proceed against the OP is set exparte.

Even though, the opposite party has remained ex-parte, it is for the complainant to establish the allegations made by him against the OP. Hence the complainant was called upon to produce evidence in the form of affidavit and documents. Accordingly the complainant has chosen to produce his affidavit along with 6 documents marking as Exts.A1 to A6. Ext.A1 is the printout of offer SMS dtd.8/3/2023, Ext.A2 is the print out of Auto chat dtd.8/3/2023. Ext.A3 is the print out of online complaint dtd.10/3/2023. Ext.A4 is the print out of remainder dtd.15/3/2023. Ext.A5 is the printout of reply received from OP and Ext.A6 is the CD containing offer voice message and other messages received from OP's company. The complainant was examined as PW1. So the OP remain absent in this case. At the end the commission heard the case on merits.

The commission looked in to the documents which was produced by the complainant as the OP was set exparte. Let us examine the exhibits one by one. The Ext.A1, reveals that an offer SMS received by complainant stating that recharge for Rs.479/- provides 2GB per day along with other benefits. The Exts.A2 to A4 shows the earnest effort made by complainant to avail the service from OP to get the benefit of the service which he already paid. Ext.A5 is the reply letter sent by OP clearly stated that the mobile number of complainant is not eligible for the offer of 2 GB per days. The commission came into the view that according to the Ext.A1, an offer was received by complainant from OP and it was accepted by complainant through the recharge payment. The complainant claimed that he was not able to carry out of many of the research and entertainment activity due to the non compliance of offer by OP. But, there is no evidence produced by complainant before the commission to prove the loss he suffered. Even though complainant made the consideration, OP failed to provide their service. Hence it is a clear case of deficiency in service from the side of OP and thereby complainant is entitled to get Rs.10,000/- as compensation towards the deficiency in service from the part of OP.

In the result the complaint is allowed in part. The opposite party is directed to pay Rs.10,000/- as compensation to the complainant towards the deficiency in service from the part of opposite party within 30 days of receipt of this order, failing which the complainant is at liberty to execute the order as per the provisions of Consumer Protection Act 2019.

Exts:

A1-print out of offer SMS

A2- print out of auto chat

A3- print out of online complaint

A4- print out of remainder

A5- print out of reply

A6- CD containing messages from OP

PW1-P.V.Shajin- complainant

Sd/

Sd/

Sd/

PRESIDENT

MEMBER

MEMBER

Ravi Susha

Molykutty Mathew

Sajeesh K.P

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/Forwarded by Order/

ASSISTANT REGISTRAR

**[HON'BLE MRS. RAVI SUSHA]  
PRESIDENT**

**[HON'BLE MRS. Moly Kutty Mathew]  
MEMBER**

**[HON'BLE MR. Sajeesh. K.P]  
MEMBER**