

Date of Filing: 21.11.2022

Date of Order:01.08.2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION-III,
At HYDERABAD.

Present

SRI. M. RAM GOPAL REDDY, PRESIDENT
SMT. D. SRIDEVI, MEMBER
SMT. J. SHYAMALA, MEMBER

Tuesday, the 1st day of August, 2023

C.C. No 741 of 2022

Between:

Sri Ajay Velpula S/o. Rajaiah Velpula,
Aged: 36 years, Occ: Journalist,
R/o. 6-4-420/14, Flour-1, Bholakpur,
Hyderabad, Telangana – 500025.
Cell: 9848185440.

....Complainant

AND

OLA CABS Registered Office,
ANI Technologies Pvt., Ltd.,
Regent Insignia, @ 414, 3rd Floor, 4th Block,
17th Main, 100 ft Road, Koramangala,
Bengaluru, Karnataka-560034.

.... Opposite parties

Counsel for the complainant : Sri B. Kiran Kumar & P.Santoshi
Kumari, Advocates
Counsel for the opposite Party : M/s. Gopi Rajesh & Associates,
Advocates

ORDER

**(PER HON'BLE SRI M.RAMGOPAL REDDY, PRESIDENT ON BEHALF
OF THE BENCH)**

1. This complaint is filed under Section 35 of Consumer Protection Act, 2019, praying this commission to direct the opposite party:
 - a. To refund an amount of Rs.1,730/- which charged excess by the opposite party and collected from the complainant.
 - b. To pay Rs.2,00,000/- towards compensation and mental agony faced by the complainant for deficient services.
 - c. To pay Rs.20,000/- towards the cost of the complaint.
 - d). And to pass such other relief or reliefs as this Hon'ble Commission may deem fit and proper circumstances of the case.

Brief Facts of the Case.

2. The case of complainant is that, on 19.01.2021 the complainant has to travel from his home i.e., Bhoiguda, Secunderabad to Chillapally Mandal Manthany, Peddapally District which is approximately about 215 Kms., on 19.01.2021 he booked a cab and started his journey around 11-

18 a.m., he boarded the cab in time and the journey started as scheduled from Bhoiguda, Secunderabad and due to some personal inconvenience, he had to get down in the middle of the trip. Accordingly, he informed the cab driver about his change in schedule and got down at Garrepalle. He already travelled around 173 kms as against the schedule travel of 215 kms. However, to the utter shock of the complainant, he was charged an amount of Rs.5,848/- and the app was showing that this amount was charged for his ride of 273 kms. The complainant questioned the cab driver as to how came the app charged fare for 273 kms whereas the actual distance travelled by the complainant is only 173 kms., but the driver refused to give any answer to the query of the complainant and demanded the complainant to pay the amount as per the app billing and complainant having no other option has paid an amount of Rs.5,848/- under protest and issue to the opposite party through its customer care and the agents of the opposite party have responded to the complainant on 20.11.2021 and assured that they will refund the excess amount charged by them and also apologized for the inconvenience and a ticket No.290169624 was raised by them. Further the agent of the opposite party has stated that they shall refund an amount of Rs.912/- as against his claim of Rs.1,730/- charged by them. He was not satisfied with the response of the agents of the opposite party and again raised a complaint with the opposite party on 10.12.2021 vide ticket No.294753676 and surprised to see that they did not change their stand and still replied that they will refunding an amount of Rs.912/- as against the claim of Rs.1,730/-. Vexed with the attitude of the opposite party, the complainant has no option except to approach this Commission and filed this complaint and prays refund of amount, compensation and costs. Hence this complaint.

3. The Notices were served to the opposite party. The Opposite Party is not filed Written version. Subsequently he filed evidence affidavit, written arguments, evidence affidavit is not considered due to non-denial of the original pleadings of the original complaint. Hence, evidence affidavit of the opposite party is not considered.

4. During the course of trial, the complainant filed evidence affidavit examined as PW1 and got marked Exs.A1 & A2. Ms. Katyayini Surendran, Authorised signatory of the opposite party examined as Dw1 filed evidence affidavit and written arguments and reported no documents. Both parties filed their written arguments. Heard by both.

5. After perusal of pleadings, the following points are raised for consideration:

1. Whether there is any deficiency in service on the part of the Opposite Party?
2. Whether the complainant is entitled for the reliefs prayed for?
3. To what extent?

6. **POINT Nos. 1 & 2:** Heard both. The Opposite Party filed written arguments admitting that they have initiated the refund of extra amount of Rs.912/- and sought the complainant clarification and account details. However, the complainant being unreasonable adamant and demanding exorbitant amount of refund is highly unreasonable. The Opposite Party has admitted amount of Rs.912/- for refunding to the complainant he ought to have refunded that amount then and there the details of the complainant are very much available in the bills issued by the Opposite Party which are marked as Ex. A1 the entire details of the complainant because they have received that amount from the complainant, he cannot be waited for the details of the complainant which is nothing but dragging the matter.

In view of the facts and circumstances and as discussed above, we are of the considered opinion that, the action of the Opposite Party nothing but not only deficiency in service but also amounts to unfair trade practice and Opposite Party is liable to refund the amount as follows: the opposite party liable to refund that admitted amount of Rs. 912/- along with 12% interest from the date of travelling i.e., 19.01.2021 till realization and also pay compensation of Rs.2,000/- costs of Rs.1,000/-. Accordingly, these points are answered in favour of the complainant as against the Opposite Party.

7. **POINT No.3:** In the result, the complaint is allowed in part and directing the Opposite Party:

1. To refund the admitted amount of Rs.912/-(Rupees Nine hundred and twelve only) along with 12% interest from the date of travelling i.e., 19.01.2021 till realization.
2. To pay Rs.2,000/- (Rupees Two thousand only) towards compensation.
3. To pay Rs.1,000/- (Rupees one thousand only) towards costs.

Time for compliance is 45 days from the date of receipt of this order.

Typed to my dictation and pronounced in the Open court on this the 1st day of August' 2023.

MEMBER

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant:

PW1 - Sri Ajay Velpula.

For Opposite Parties:

DW1 : Ms. Katyayini Surendran, Authorised signatory of the opposite party.

DOCUMENTS MARKED

For complainant:

Ex.A1: is the copy of Invoice, dt.19.11.2021.

Ex.A2: is the copy of Communication between opposite party and complainant.

For Opposite Parties:

Nil.

MEMBER
KPS

MEMBER

PRESIDENT

//CERTIFIED TRUE FREE COPY//