

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,
U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/888/2022
Date of Institution	:	28.10.2022
Date of Decision	:	5/4/2024

Ritvik Garg s/o Vivek Kumar r/o 31 Sector-20D Subhash Nagar, Mandi Gobindgarh, Punjab-147301.

Complainant

VERSUS

1. UBER INDIA SYSTEM PVT. LTD. through its Managing Director Head office REGUS Business Platinum Centre Pvt. Ltd., Level 3, Navi Mumbai -400705

2. UBER INDIA SYSTEM PVT. LTD. through its Managing Director Chandigarh Office Address: Godrej Industrial Plot No. 70 Godrej Eternia Industrial Area Phase 1 Chandigarh 160002

Opposite Parties

CORAM :

PAWANJIT SINGH	PRESIDENT
SURJEET KAUR	MEMBER
SURESH KUMAR SARDANA	MEMBER

ARGUED BY : None for the complainant.
: Sh. Vikrant Pachnanda alongwith Sh. Rohan Mittal, Advocate for OPs.

Per surjeet kaur, Member

Briefly stated the complainant on 19.9.2022 booked a moto connect ride through uber application with OP cab services. The Moto connect was booked from H. No.235 Sector 21A, Chandigarh as pickup location to 5174, Modern Housing Complex, Sector 13, Chandigarh as the destination for the complainant. The ride was allotted to driver Kailash. The fare was shown at the time of booking for the particular ride around Rs.53/-. However, it is alleged that the driver had charged Rs.80/- from the complainant as per his own rules and

regulations. The complainant raised the issue with OP on 22.9.2022 by sending a legal notice and thereafter also sent mails but the grievance of the complainant was not redressed by the OPs. Alleging the aforesaid act of Opposite Parties deficiency in service and unfair trade practice on their part, this complaint has been filed.

2. The Opposite Parties in their joint reply stated that Uber India Systems Pvt. Ltd. is a technology services provider that merely provides a software on smart phones [Uber-app] that acts as a common platform for the Driver Partners and Riders/Users like the Complainant to interact directly with each other for the purpose of availing and providing transportation or taxi services. The Opposite Party does not provide transportation services or function as a transportation carrier, nor does it operate as an agent for the transportation of passengers. The Uber-app enables an authorized transportation provider (Driver-partner) to seek, receive and fulfill requests for transportation services from an authorized user (Rider) of Uber-app. The transactions between the Complainant and Uber India are governed by the terms and conditions agreed by them at the time of availing the service. As per the Terms and Conditions, Uber India only provides technology services that help to arrange and schedule transportation services while the actual service is provided by Driver Partners. It is worthwhile to mention that all users at the time of signing up with the Uber App provide their consent to be governed by the Terms and Conditions. A user prior to signing up/registering on the Uber App has to affirmatively click on the "Agree" button and accept the terms of service and privacy policy of Uber India. This form of consent is recognised as a "click wrap" contract and such electronic forms of contracts are recognised around the world, including India. Such contracts are valid and are recognised under the Information Technology Act, 2000. Therefore, the complainant is bound by all the terms and conditions of Uber India. All other allegations made in the complaint has been denied being wrong.
3. Rejoinder was filed and averments made in the consumer complaint were reiterated.
4. Contesting parties led evidence by way of affidavits and documents.
5. We have heard the learned counsel for the contesting parties and gone through the record of the case.
6. It is evident from Annexure C-1 dated 19.9.2022 that the complainant booked the ride with OPs and he had to pay an amount of Rs.53.00. As per this receipt the complainant was given ride with driver Kailash. Evidently the complainant had to travel only 7.82 Kms but the driver charged Rs.80.00 from the complainant as is evident from Annexure C-2.
7. The stand taken by the OPs is that there is no fault on their part as the complainant has paid the higher amount to the driver and the Ops has no role to play for the deficient act of the driver.
8. After going through the record, it is abundantly clear that it is in the notice of the OPs that the complainant was overcharged by Rs.27/- but no investigation report has been placed on record by the Ops to take action against the concerned driver. Thus, we are of the opinion that when a customer pays money to the driver certainly some amount of money definitely goes to the OPs. The Ops simply cannot absolve its liability by shouldering the same upon the driver.
9. In our opinion it was incumbent upon the OPs before taking services of the driver of such type vehicle to know that his behavior is normal and not aggressive. The OPs must provide some training or frame some rules for such drivers. It is proved on file that receipt of payment transportation services were provided by the OPs only.
10. We feel that the practice of charging excess fare than that of actual contracted fare at the time of advance booking, is unfair trade practice, which needs be deprecated and as such complainant is entitled for compensation for mental agony and harassment and also to litigation expenses. In order to keep check on such unruly service providers, who commit breach of assurances, promises and commitments at the nick of time, they are required to be dealt with heavy hands and as such OPs must be made to deposit at least Rs.20,000/- as compensation in consumer legal aid account of this Commission, in addition to the amounts payable to complainant as compensation and litigation expenses.
11. Complainant or anybody else (layman) does not know intricacies of contract between Uber and its drivers. Rather as and when one avails online services through the known or branded concern, then he expects to have contract with this branded concern and not with the hidden partner of the branded service provider. Being so, OPs escape from liability under the garb of hidden contract between them with the driver partner. Keeping in view all this, ordinary layman like complainant cannot be denied his due by invoking intricacies of law. It is so because technicalities cannot come in the way of administration of justice to helpless consumers who stand exploited like complainant in this case. The act of OPs for non-providing proper services and forcing the complainant to indulge in the present unnecessary litigation proves deficiency in service and their indulgence in unfair trade practice.

12. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly allowed. OPs are directed as under:-
- i. to refund Rs.27/- to the complainant which was charged in excess from him.
 - ii. to pay Rs.5000/- to the complainant as compensation for causing mental agony and harassment to him;
 - iii. to pay Rs.3000/- to the complainant as costs of litigation.
 - iv. to deposit Rs.20,000/- in the consumer legal aid account head being maintained by this Commission.
13. This order be complied with by the OPs within 45 days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) (iv) above.
14. Pending miscellaneous application(s), if any, also stands disposed off.
15. Certified copies of this order be sent to the parties free of charge. The file be consigned.

sd/-

[Pawanjit Singh]

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

5/4/2024

[Suresh Kumar Sardana]

Member

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