

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/95/2022
Date of Institution	:	18.1.2022
Date of Decision	:	30/10/2023

Vineet Marwaha S/o Ved Parkash Marwaha r/o 5520/1, Modern Housing Complex, Manimajra, Chandigarh 160101.

... Complainant

V E R S U S

1. Make My Trip (India) Pvt. Ltd. 19th floor, Tower A,B&C, Epitome Building No.5, DLF Cyber City, Phase III, Gurugram, Haryana 122002, India.
2. Makemytrip India Pvt. Ltd. (GOIBIOBO), DLF Building No.5, Tower B, DLF Cyber City, DLF Phase 2, Sector 25, Gurugram, Haryana 122002, India. (**complaint against OP No.2 dismissed as withdrawn vide order dated 19.12.2022**)
3. The Essence Retreat (OYO 18325) Doms Café Road, Umtav Vado, Calangute, Goa 403516, India.
4. Elvin DE MAR- H. No.05/75A, Maddo Vaddo, Opp. Flora residency, DOM's Café Road, Calangute, Bardez-Goa, 403516.
5. OYO Rooms (Oravel Stays Private Limited) Registered office: Ground floor 001, Mauryansh Elanza, Shyamal Cross Road, Nr. Parekh Hospital, Satellite, Ahmedabad 380015, Gujarat, India; Corporate office: 3rd floor, Orchid Centre, Sector 53, Golf Course Road, Village Haiderpur Viran, Gurugram 122002, Haryana India.

. . . Opposite Parties

CORAM :

PAWANJIT SINGH	PRESIDENT
SURJEET KAUR	MEMBER
SURESH KUMAR SARDANA	MEMBER

ARGUED BY : Sh. Vageesh Marwaha, Advocate for complainant.
: Gazala Parveen, Advocate proxy for Sh. Nitin Bhasin, Advocate for OP
: No.1
: Complaint against OP No.2 dismissed as withdrawn vide order dated
: 19.12.2022.
: OP No. 3&4 exparte
: Sh. Kartik Parmod Goyal, Advocate proxy for Sh. Puneet Tuli, Advocate
: for OP No.5.

Per SURJEET KAUR, Member

Briefly stated the OP No.1 is the subsidiary of OP No.2 and the complainant had booked the hotel, The Essence Retreat (OPs No.3&4) for 26th-30th December 2021 through Goibibo website on 23.10.2021 by paying Rs.10,432/- for a vacation planned for complainant's wife and daughter. It is alleged that on 23.12.2021 the complainant was informed by the representative of Goibibo that the booking made by the complainant has been cancelled as the hotel in question is un-operational and the room is not available. Accordingly they refunded Rs.10,432/- in the account of the complainant. Disappointed with this act of the OPs the complainant checked online the status of the booking and found that the same rooms in the same hotel was available for the same dates but on exorbitant rates of Rs.27,207/-. The complainant immediately brought this fact in the knowledge of the complainant but did not get any satisfactory response. 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 NO.1 in its reply stated that it is merely an intermediary and a facilitator between the complainant and the OP No.3&4 and the concerned hospitality service provider i.e. Oyo. The answering OP merely forwards the amount as paid by the complainant to Ops No.3&4 and the concerned hospitality service provider i.e. Oyo and forwards the confirmed hotel booking from the OP No.3&4 and the concerned hospitality service provider i.e. Oyo to the complainant. Thus the answering is not liable for cancellation or the increase in the rates and hence, there is no deficiency in service and unfair trade practice on the part of the answering OP. All other allegations made in the complaint has been denied being wrong.
3. complaint qua OP No.2 has already been dismissed as withdrawn vide order dated 19.12.2022.
4. OPs No.3&4 did not turn up despite due service, hence vide order dated 2.9.2022 they were proceeded against exparte.
5. The OP No.5 in its reply while admitting the factual matrix of the case stated that the answering OP is a platform in the hospitality industries which operates its platform in the name and style of "OYO Rooms". As per the policy and business model of the OP No.5, it executes agreement with the owner of several hotel/guest house in the country and promote the said hotel/guest house for hiring their rooms. It is averred that the role of the answering OP is only limited to the extent of arranging booking thorough its platform and the rest of the operational liability is of the owner of the said hotel/guest house. In the instant case the also the answering OP executed agreement with the hotel in question but it did not abide by the agreement execute with the answer and did not accept the pricing at which the room was booked by the complainant and thereafter cancelled the booking of the booked rooms. Thus there is no deficiency on the part of the answering OP. Denying all other allegations made in the complaint a prayer for dismissal of the complaint has been made.
6. No rejoinder filed.
7. Contesting parties led evidence by way of affidavits and documents.
8. We have heard the learned counsel for the contesting parties and gone through the record of the case.
9. The sole grouse of the complainant through the present complaint is that despite getting the booking done for the hotel in question in advance after paying the full amount the Ops deliberately and illegally/arbitrarily cancelled the booked hotel just before the date of journey.
10. It is evident from Annexure C-1 that the complainant booked the hotel of OPs No. 3&4 from 26.12.2021 to 30.12.2021 after paying amount of Rs.10432/- in the month of October 2021 but the Ops at the eleventh hour of journey of the complainant and his family showed its difficulty to provide its service stating that the hotel was non-operational. Thereafter the amount paid by the complainant to the tune of Rs.10,432/- was refunded in the account of the complainant.
11. Perusal of Annexure C-2 reveals that the booking for the same date was offered by the same hotel at the rate of 26,887/- which was checked online by the complainant on 23.12.2021. Similarly, perusal of Annexure C-3 further reveals that on 24.12.2021 the rate of the same hotel was at the rate of Rs.27,207/. Meaning thereby the OPs due to heavy rush at their venue in Goa, were increasing the fare of the room everyday and other day as there were n-number of customers in line to get the hotel booked even at higher price but in our opinion the complainant hired the services of OPs in advance just with this reason only that at the peak season it will be impossible for him to meet the budget.
12. The Ops have failed to place on record any evidence as to why they have cancelled the booking of the complainant and thereafter as to how the same rooms of the hotel were offered at exorbitant rates. We feel that huge profiteering is the sole motive of the OPs to harass the complainant and his family at the last moment when they were set to travel their destination. Hence, the act of OPs for cancelling the already booked room by the complainant at the eleventh hour of his family trip that too without any concrete reasons certainly caused immense physical harassment and mental agony to the complainant.
13. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly allowed. OPs are directed as under:-
 - i. to pay Rs.35,000/- to the complainant as compensation for causing mental agony and harassment to him;
 - ii. to pay Rs.7000/- to the complainant as costs of litigation.
14. This order be complied with by the OPs within thirty 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) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(ii) above.
15. Pending miscellaneous application(s), if any, also stands disposed off.
16. 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/-

30/10/2023

[Suresh Kumar Sardana]
Member

mp