**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT KAPURTHALA, PUNJAB**

**CC.No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_/20\_\_**

Ashwini Saxena

R/o 75/C, Type – 04

Rail Coach Factory Township, Hussainpur

Kapurthala, Punjab

Age: [Enter Age]

Occupation: [Enter Occupation] … Complainant

Versus

M/s Club Resorto Hospitality Limited

Flat No. 804A, 805, 806 & 807

Skylark Building, Nehru Place

Delhi South, Delhi – 110019 … Opposite Party

This complaint under section 35 of the Consumer Protection Act, 2019, is presented on the grounds stated herein under:-

1. That the Complainant is a citizen of India residing in R/o 75/C, Type – 04, Rail Coach Factory Township, Hussainpur Kapurthala, Punjab, and the Opposite Party abovenamed, is a travel company registered in India and having its office at Flat No. 804A, 805, 806 & 807, Skylark Building, Nehru Place, Delhi South, Delhi – 110019.

2. This complaint relates to the deficiency in service of the opposite party faced by the complainant.

3. Directors of the opposite party allured the complainant into buying an executive membership. The complainant paid Rs. 70000 for the package on 06.02.2020, in which the complainant was guaranteed 6 nights/7 days every year for the next 5 years in any associated hotel. The complainant received a customer ID CRCH 1251. The payment receipt is attached as Annexure A. The customer ID is attached as Annexure B.

4. The complainant traveled to Goa on 14.09.2020. But the opposite party denied my request for accommodation on the grounds of COVID. Then, the complainant went to Dubai on 06.11.2020, but the request for accommodation was denied again.

5. The complainant had to pay out of his own pockets for accommodation during both trips despite paying such a high amount to the opposite party for the same thing already.

6. The opposite party, involved in the business of providing travel services, has a responsibility to provide accommodation and support guaranteed to the complainant under the executive membership program. The opposite party has been deficient in offering this service. The complainant is entitled to get a refund of the entire amount.

7. The total consideration paid by the Complainant for the purchase is Rs.70,000/- which is less than Rs. 50 lakhs. The complainant resides in and the cause of action arises in Kapurthala. Hence the district forum has the jurisdiction to try and entertain this complaint.

8. The complainant has not filed any complaint having the same cause of action in any other forum or court.

9. The cause of action arose on 06.02.2020 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.

10. The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

11. In the circumstances, the Complainant therefore prays that:

a. the opposite party be directed to refund the entire purchase amount of Rs. 70,000/-;

b. the Opposite Party be directed to pay to the Complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of the legal expenses borne by the Complainant;

c. the opposite party be directed to pay to the complainant the sum of Rs. \_\_\_\_\_\_\_\_/- being the cost of visiting the opposite party, phone calls, follow up and mental agony and harassment suffered by the Complainant due to negligence and deficiency in service by the opposite party.

d. any other relief deemed fit and proper in the circumstances of the case.

Dated this day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**COMPLAINANT**

**VERIFICATION**

I, Ashwini Saxena R/o 75/C, Type – 04, Rail Coach Factory Township, Hussainpur, Kapurthala, Punjab, do hereby solemnly declare and state that what is stated in paragraphs no.1 to 11 of the above complaint is true to my own knowledge and what is stated in the remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Kapurthala

this day of \_\_\_\_\_\_ 2024

Complainant