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

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

Jaskaran Singh

S/o Narinder Singh

Gali No.6, Baba Deep Singh Nagar

Dhudianwala, Kapurthala, Punjab

Age: [Enter Age]

Occupation: [Enter Occupation] Complainant

Versus

M/s I-abroad Education & Immigration Services Pvt. Ltd.

SCO 31 First Floor, Crystal Plaza

Choti Baradari Part 1, Near PIMS

Jalandhar, Punjab … 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 Gali No.6, Baba Deep Singh Nagar, Dhudianwala, Kapurthala, Punjab and the Opposite Party abovenamed, is a travel agent registered in India and having its office at SCO 31 First Floor, Crystal Plaza, Choti Baradari Part 1, Near PIMS, Jalandhar.

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

3. The complainant aspired to go to Canada on a student visa. The complainant approached the opposite party in September 2020. The opposite party made multiple assurances to the complainant to convince the complainant to make payment for the service of getting a student visa. The complainant paid Rs. 588270 on 16.10.2020, but received no receipt. The complainant received the receipts later numbered 1509, 1510, 1521, and 2293. The receipts are attached as Annexure A.

4. The opposite party, involved in the business of providing travel services, had a responsibility to get the complainant a visa as promised and give required support to the complainant. The opposite party has been deficient in offering this service. The complainant is entitled to get a refund of the entire amount.

5. The total consideration paid by the Complainant for the purchase is Rs.5,88,270/- which is less than Rs. 50 lakhs. The complainant resides in Kapurthala. Hence the district forum has the jurisdiction to try and entertain this complaint.

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

7. The cause of action arose on 16.10.2020 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.

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

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

a. the opposite party be directed to refund the entire paid amount of Rs. 5,88,270/-;

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, Jaskaran Singh aged 22 years S/o Narinder Singh, Gali No.6, Baba Deep Singh Nagar, Dhudianwala, Kapurthala, Punjab, do hereby solemnly declare and state that what is stated in paragraphs no.1 to 9 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