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

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

Joginder Kaur

W/o Nirmal Singh

R/o Village Burewal

Tehsil & District Kapurthala

Age: 50 years

Occupation: Housewife … Complainant

Versus

Udhay Partap Singh Puri

R/o Plot No. 1286/1

Sardar Nagar, Basti Jadhewal

Ludhiana, 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 Village Burewal, Tehsil & District Kapurthala, and the Opposite Party abovenamed, is a travel agent and having his office at Plot No. 1286/1, Sardar Nagar, Basti Jadhewal, Ludhiana.

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

3. The complainant approached the opposite party in July 2022 regarding his trip from Delhi to Toronto. The opposite party booked a return flight booking on 03.11.2022 for Rs. 98700 under ticket number 123. The receipt from the opposite party is attached as Annexure A. The flight ticket is attached as Annexure B.

4. The opposite party assured the complainant that he would handle everything and would assist the complainant throughout. The time of the flight on the ticket was shown as 3:30 PM.

5. However, to the utmost surprise of the complainant, when the complainant reached the airport, he was told that the flight had already departed at 2:10 PM. The complainant was not informed by the opposite party about the change of timings and hence he missed his flight.

6. The opposite party, being a travel agent, had a responsibility to inform the complainant of the change of timings of the flight. 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. 98,700/- 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.

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 03.11.2022 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 booking amount with interest;

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. \_\_\_\_\_\_\_\_/- for the 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, Joginder Kaur w/o Nirmal Singh R/o Village Burewal, Tehsil & District Kapurthala, 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