**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTE REDRESSAL COMMISSION, (MAIN) VADODARA**

**CC.No.56/2020**

IN THE MATTER OF:

1. “Jagrut Nagrik” (A Voluntary Consumer Association)

Through their Managing Trustee P.V. Moorjani,

Opp: LBS Vidhyalay, Nr. Prerna School,

Sangam Karelibaug Rd.,Vadodara.

1. Maulik Joitendrabhai Shah

D-52, Navnit Park Society,

Harni Varasia Ring road,

Vadodara-390006.

................ COMPLAINANT

Vs.

Baroda Presidency Sports Club,

Sherkhi, Neat to Podar World School,

Gotri- Sevasi Road,

Vadodara-390007, Gujarat.

............. OPPOSITE PARTY

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. That Complainant No. 1, represented through its managing trustee, is a consumer association located in Sangam Karelibaug Rd.,Vadodara. Complainant no. 2 is a citizen of India residing in Navnit Park Society, Vadodara. The Opposite Party above named is located in Gotri, Vadodara
2. This complaint relates to the deficiency in service of the opposite party faced by the complainant.
3. On 12/09/2017, the complainant approached the opposite party with an intention to obtain a Gold Membership for their sports club. The opposite party's marketing representative, Mr. Akhilesh, assured the complainant of various benefits and presented a membership plan.
4. As per the membership plan explained, the complainant was required to pay Rs.25,000/- as an upfront Gold Membership fee. Additionally, the complainant would have to pay Rs.7,500/- per month for the next 20 years, totaling to Rs.1,80,000/-.
5. However, to make the plan attractive, the following assurances were provided:

(i) The usual annual maintenance charges of Rs.3,000/- would be waived completely for the complainant's membership tenure;

(ii) In the first month, along with collection of the Rs.7,500/- installment, the complainant would be provided a complimentary silver gift worth Rs.5,000/- free of cost;

(iii) All membership documents, including a letter confirming waiver of maintenance charges, would be provided after enrolment.

1. Relying on these express assurances and representations made by the representative, the complainant paid the initial Gold Membership fee of Rs.25,000/- on 12/09/2017 vide cheque no. 952151 against Receipt No. 1918 issued by the opposite party.
2. However, after collecting the Rs.25,000/- fee, the opposite party failed to collect the Rs.7,500/- monthly installments or provide the promised complimentary gift and documents. The complainant made repeated attempts to contact the representative and the club manager to remonstrate, but there was no satisfactory response.
3. Left with no other option, the complainant requested for cancellation of the membership and full refund of the Rs.25,000/- fee vide email dated 26/03/2019 addressed to the opposite party's manager Mr. Sameerbhai Shah. However, the opposite party failed to respond or address the grievance.
4. The complainant sent several reminder emails in pursuit of a resolution, but the opposite party avoided all communications, clearly exhibiting deceptive, unfair trade practices relating to the service offered and a deficiency in fulfilling its obligations.
5. The Complainant relies on the following evidences:
   1. Copy of Membership receipt dated 12/09/17
   2. Copy of Emails dated 18/11/17
   3. Copy of application of Complainant No.2 to Complainant No.1. dated 12/07/19
   4. Copy of Notice of Complainant No.1 to Opponents
   5. Copy of acknowledgements of notice
6. The complainant has not filed any complaint having the same cause of action in any other forum or court.
7. The complainant resides within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint
8. The total consideration amount paid in purchasing the mobile phone is less than Rs. 50 lakhs. Hence, this Hon'ble Commission has jurisdiction to entertain this complaint.
9. The cause of action arose on 26/03/2019 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:
    1. The opposite party be directed to refund Rs.25,000/- with interest at the rate of 18% p.a from 12/09/2017 till realization;
    2. The opposite party be directed to pay Rs.10,000/- towards costs and miscellaneous expenses;
    3. The opposite party be directed to pay Rs.50,000/- as compensation for mental agony, harassment and cost of proceedings;
    4. Such other and further relief as deemed fit be granted in the interest of justice.

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

**COMPLAINANT**

**VERIFICATION**

I, Maulik Joitendrabhai Shah, resident of Navnit Park Society, Vadodara, hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant