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

**CC.No.508/2013**

IN THE MATTER OF:

Smt. Shilpa Brahme,

19 Pratham Citadel, Near Bright School,

Vasna Bhayali Road,

Vadodara, Gujrat, India.

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

Vs.

Brentswoods International Ltd,

Corporate office at: A-41, MCID, Mathura Road,

New Delhi- 110 179.

Registered Office at: Country Inn, Kincreig,

Mussoorie- 248 179, Uttarakhand - India.

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

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT

RESPECTFULLY SHOWETH:

1. That the complainant is a housewife and also works as a computer teacher, residing in Vasna Bhayali Road, Vadodara.
2. The opponent is a company engaged in the business of offering vacation packages and memberships, having its corporate office and registered office at the abovementioned addresses.
3. This complaint relates to the unfair trade practice and deficiency of services of the opposite party faced by the complainant.
4. In or around June/July 2012, the complainant received a promotional call from the representatives of the opponent company, requesting her to visit their branch office in Vadodara to become a member of their "BCI Brentwood Club International" scheme.
5. The opponent's representatives made several attractive offers and commitments to the complainant, including the opportunity to stay and spend vacations in luxurious 5-star hotels/resorts not only in India but at any location throughout the world for a continuous period of 10 years.
6. Relying on the representations made by the opponent's representatives, the complainant decided to become a member of the said scheme. On 16/07/2012, the complainant was issued a membership certificate bearing No. BCIS/BRC/GJ/12/22/0001231 for the "BCI SILVER Flexi (ST Red)" plan, valid from September 2012 to August 2022.
7. As per the demand of the opponent, the complainant paid an amount of Rs. 57,970/- on 30th June 2012 and a further amount of Rs. 1,00,000/- on 13/07/2012, totaling to Rs. 1,57,970/- towards the membership fees.
8. For the Diwali vacation in 2012, the complainant requested the opponent to book hotels in Bengaluru, Mysore, and Ooty, as per the promised benefits of the membership scheme. However, the opponent failed to confirm the booking or provide satisfactory alternatives, despite repeated requests and follow-ups by the complainant.
9. Instead, the opponent claimed that the complainant was only entitled to standard rooms, contrary to the representations made regarding luxurious 5-star accommodations at the complainant's desired destinations.
10. The conduct of the opponent in making false and misleading representations, failing to provide the promised services, and imposing additional terms and conditions without the complainant's consent amounts to deficiency in service and unfair trade practices under the provisions of the Consumer Protection Act, 2019.
11. The complainant has suffered mental agony, harassment, and financial loss due to the opponent's actions.
12. The Complainant relies on the following evidences:
    1. Notice dated 01/03/2013
    2. Certificate of Membership dated 16/07/2012
    3. Membership Card of Int Brentswood Club dated 18/07/2012
    4. Receipt of payment made dated 30/06/2912 and 13/07/2012
    5. Statement given by opponent for confirmation of Account dated 30/08/2012
    6. Names of resorts --- which opponent is having
    7. E-mail sent by complainant to opponent
    8. RPAD Acknowledgement
    9. Terms & conditions rules of complained
13. The complainant has not filed any complaint having the same cause of action in any other forum or court.
14. The complainant resides within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint
15. 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.
16. The cause of action arose in November 2012 which is within the limitation period prescribed under the Act. Hence, the claim in the complaint is not barred by the law of limitation.
17. The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
18. In view of the above, it is most respectfully prayed that this Hon'ble Commission may be pleased to:
    1. Direct the opponent to refund the entire amount of Rs. 1,57,970/- paid by the complainant, along with interest at the applicable rate from the date of filing the complaint till realization;
    2. Award Rs. 2,50,000/- as compensation to the complainant for the mental agony, and harassment;
    3. Grant any other relief deemed appropriate in the facts and circumstances of the case

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

**COMPLAINANT**

**VERIFICATION**

I, Shilpa Brahme, resident of Vasna Bhayali Road, 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