BEFORE THE HON’BLE THANE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

IN RE: COMPLAINT No. CC-380/2021

IN THE MATTER OF:

Mr. P.L. Mathew

A/202, Rishabh Sanghavi Nagar, Mira Road, Thane - 401107

Mobile No.:

Email id:

....Complainant

Vs

DE Grandeur Hotels & Banquets

Food Fusion Hospitality LLP

Royal Plaza, Anand Nagar, Ghodbunder Road, Thane West, Thane - 400607

....Opposite Party

COMPLAINT UNDER SECTION 35 OF CONSUMER PROTECTION ACT, 2019

RESPECTFULLY SHOWETH:

INTRODUCTION:

1. The complainant, Mr. P.L. Mathew, aged about XX years, residing at A/202, Rishabh Sanghavi Nagar, Mira Road, Thane - 401107, is filing this consumer complaint.
2. The opposite party, DE Grandeur Hotels & Banquets, Food Fusion Hospitality LLP,, is situated at Royal Plaza, Anand Nagar, Ghodbunder Road, Thane West, Thane - 400607. They are engaged in the business of providing banquet and hotel services.

TRANSACTION:

1. On 4th February 2020, the complainant visited the banquet hall of the opposite party DE Grandeur Hotels & Banquets and booked it for his son's wedding reception to be held on 23rd May 2020. He booked their Diamond HIV package for 350 guests at the rate of Rs. 775 per plate, amounting to Rs. 2,71,250.
2. On the same day, the complainant paid an advance amount of Rs. 30,000 vide receipt no. 851 dated 04/02/2020 (Annexure A) to the opposite party.
3. Further, on 8th February 2020, the complainant paid an additional advance amount of Rs. 50,000 vide cash memo dated 08/02/2020 (Annexure B) to the opposite party.
4. In total, the complainant paid an advance amount of Rs. 80,000 to the opposite party for booking their venue for the wedding reception.
5. However, due to the COVID-19 pandemic and lockdown restrictions, the wedding reception had to be cancelled. Therefore, on 25th April 2020, the complainant informed the opposite party via email and phone calls about the cancellation and requested for refund of the advance payment of Rs. 80,000.
6. Despite multiple communications, the opposite party failed and neglected to refund the advance payment to the complainant.

NATURE OF COMPLAINT:

1. The opposite party has committed the following deficiencies in service:

* Failure to refund the advance payment of Rs. 80,000 to the complainant despite multiple requests and communications from the complainant.
* Unfair trade practice by not refunding the payment even when the wedding reception was cancelled due to the COVID-19 pandemic which was not in control of the complainant.
* Deficiency in providing proper customer service by not responding to the complainant's calls and emails.
* Financial loss caused to the complainant by wrongfully retaining his hard earned money.

RECTIFICATION:

1. The complainant made the following attempts to resolve the issue:

* Sent an email dated 25th April 2020 to the opposite party informing about cancellation and requesting refund.
* Made multiple calls on the phone numbers of the opposite party requesting for refund but did not get any response.
* Visited the office of the opposite party after lockdown restrictions were eased to discuss the issue but no satisfactory response was given.

As no amicable solution was provided by the opposite party, the complainant has approached this Hon'ble Commission by way of filing the present consumer complaint seeking relief.

CAUSE OF ACTION:

1. The cause of action arose on various dates when the opposite party failed to refund the advance payment despite requests by the complainant. The cause of action is still subsisting.

LIMITATION:

1. That the present complaint is being filed within the period prescribed under section 69 of the Consumer Protection Act, 2019.

TERRITORIAL JURISDICTION:

1. The complainant and respondent reside within the jurisdiction of this Hon'ble Commission. Hence, this Hon'ble Commission has jurisdiction to try and entertain this complaint.

PECUNIARY JURISDICTION:

1. As the amount of consideration is below Rs 50 lakhs, this Hon'ble Commission has jurisdiction to entertain this complaint.

COURT FEES:

1. The requisite court fee has been calculated and affixed as per the Schedule of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

PRAYER:

1. In light of the facts mentioned above, the complainant prays for the following relief:

* Direct the opposite party to refund the advance amount of Rs. 80,000 wrongly retained by them along with applicable interest.
* Award compensation to the complainant for the mental agony and hardship caused.
* Grant any other relief that the Hon'ble Commission deems fit in the interest of justice.

PLACE: Thane

DATED:

(Mr. P.L. Mathew)

Complainant

VERIFICATION and SIGNATURE:

I, Mr. P.L. Mathew, hereby declare that the facts stated above are true and correct to the best of my knowledge. Nothing material has been concealed.