**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**NEW DELHI**

ORIGINAL COMPLAINT NO. \_\_\_\_\_\_/2016

(Filing Date: \_\_.\_\_.2016)

**IN THE MATTER OF:**

Sanjay Prakash Gupta

S/o Late Sh. O.P. Gupta

R/o Flat No. 255, Pocket V,

Mayur Vihar Phase-1,

Delhi - 110091

...COMPLAINANT

VERSUS

1) Make My Trip Pvt. Ltd.

Having Registered Office at:

Tower A, S P Infocity 243,

Udyog Vihar Phase-1, Gurgaon-122016

Haryana

2) Jukaso Manu Maharani Corbett

Village Dhikuli, Ram Nagar

Nainital-244715, Uttarakhand

Also at:

Corporate Sales Office

Jukaso IT Suites, 1M IDC

Mehrauli Road, Gurgaon-122001

Haryana

...OPPOSITE PARTIES

COMPLAINT UNDER SECTION 12 OF THE CONSUMER PROTECTION ACT, 1986

MOST RESPECTFULLY SHOWETH:

1. The complainant is a resident within the territorial limits of this Hon'ble Commission, and the cause of action has arisen within this jurisdiction, hence this Commission has the necessary territorial jurisdiction to try the present complaint.

2. The complainant had booked a Luxury Room at Jukaso Manu Maharani Resort, Corbett, Dhikuli, Ram Nagar, Nainital (Uttarakhand) operated by Opposite Party No. 2 for two nights (check-in on 10.09.2016 and check-out on 12.09.2016) through the online portal www.makemytrip.com run by Opposite Party No. 1.

3. The complainant paid a total amount of Rs. 9,781/- towards the said hotel booking on 09.09.2016 through SBI Credit Card, after which a confirmation voucher bearing Booking ID NH2102731146317 was received.

4. Relying upon the confirmed booking, the complainant along with his wife and minor child started their journey to the said resort on the morning of 10.09.2016. However, upon reaching the resort premises around 4 PM, they were shocked to find the resort completely locked and sealed pursuant to some orders of the National Green Tribunal.

5. Despite having a confirmed booking voucher issued by Opposite Party No. 1, the complainant and his family were unable to check-in to the resort. On calling the resort, the attending staff informed that it had been closed/sealed around two months prior to the date of complainant's booking.

6. The complainant immediately contacted the customer care of Opposite Party No. 1 and brought this shocking incident to their notice. Despite acknowledging the goof-up and sending a cancellation voucher, Opposite Party No. 1 did not make any alternate arrangements for the complainant's stay.

7. With no choice left, the complainant was forced to check-in to another resort called "Namah" by paying Rs. 20,746/-, which was Rs. 10,965/- more than the initially booked amount with Opposite Party No. 1.

8. The complainant sent a legal notice to Opposite Parties on \_\_.\_\_2016 calling upon them to redress his grievance, but received an unsatisfactory response from them.

9. The opposite parties have been deficient in rendering service to the complainant, failed to provide the booked and confirmed hotel facility, did not arrange for any alternate accommodation, and put the complainant and his family through immense harassment, mental trauma, and financial loss.

10. The complainant states that he has not contributed to the deficiency in service in any manner and has been constrained to approach this Commission due to the willful negligence and unfair trade practices of the opposite parties.

EVIDENCE:

The complainant shall rely upon the following documents in evidence at the time of hearing:

1) Booking voucher/confirmation dated 09.09.2016 - Ex.C1

2) Payment details of Rs. 9,781/- - Ex.C2

3) Cancellation voucher - Ex.C3

4) Bill/invoice for Rs. 20,746/- at Namah Resort - Ex.C4

Copies of the above documents are attached. The complainant craves leave to refer to additional evidence, if required, at a later stage.

GROUNDS:

The grounds for the present complaint are summarized as:

a) Deficiency in service by the opposite parties

b) Unfair trade practices adopted by them

c) Failure to provide confirmed booked services

d) No arrangement for alternate accommodation

e) Mental harassment and financial loss to complainant

PRAYER:

In light of the above facts and circumstances, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

a) Direct Opposite Party No.1 - Make My Trip Pvt. Ltd. to refund an amount of Rs. 10,965/- to the complainant being the additional expenses incurred, along with interest @ 9% per annum from the date of booking till realization.

b) Award compensation of Rs. 9,75,000/- (Rupees Seventy Five Thousand only) to the complainant for mental agony, harassment and cost of litigation.

c) Pass any other order(s) as deemed fit and proper in the interest of justice and circumstances of the case.

VERIFICATION:

I, the complainant above named, do hereby verify that the contents of the present complaint are true and correct to the best of my knowledge and belief based on documents and information in my possession. Nothing material has been concealed therefrom.

Verified at Delhi on this \_\_\_ day of \_\_\_ 2016.

(COMPLAINANT)

ANNEXURES:

1) Ex.C1 - Booking voucher dated 09.09.2016

2) Ex.C2 - Payment details

3) Ex.C3 - Cancellation voucher

4) Ex.C4 - Bill from Namah Resort

5) ...

6) ...