# BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, COSMOS

**IN RE: COMPLAINT No. 07 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, Male

24/718, 4th street, Simala Nagar, Cosmos-21

Bruno1888@gmail.com

9234567891…………… .COMPLAINANT

## Vs.

Vista Travel Agency Private Limited

Represented by its Manager

32, 7th street, Simala Nagar, Cosmos-40

Vistatravels@gmail.com

9456716832…………… OPPOSITE PARTY

**COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT, 2019**

# RESPECTFULLY SHOWETH:

1. The complainant, Bruno (PAN Card No. xxxxx xxxxx), aged 46, residing at 24/718, 4th street, Simala Nagar, Cosmos-21, is a graphic designer by profession, and has been working in H2O Designs Private Limited for the last seven years.
2. The opposite party is a well-known and reputed travel agency in the travel and tourism industry, and has branches across the city of Cosmos and in other parts of the country; since its inception in 2004, it has been offering tour packages to a number of destinations in India and abroad.
3. On 04/02/2022 (4th February, 2022), at around 2:30 pm, the complainant visited the Simala Nagar branch of the opposite party, located in the city of the Cosmos. The complainant opted for a 15-day tour to the US with the date of departure from India being 01/03/2022, and date of arrival in India being 15/03/2022. The price for the trip was Rs 1,00,000/- inclusive of meals, accommodation and sightseeing, but exclusive of flight fare; the to and fro cost of the flight ticket was Rs 1,15,000/- In total, the complainant paid a sum of Rs 2,15,000 for one person by way of NEFT (Transaction ID: XXXX XXXX) on 06/02/2022, and obtained a receipt for the same dated 06/02/2022.
4. On 01/03/2022, the complainant left for the US. Shortly thereafter, on 04/03/2022, the complainant received a call from his relatives in India regarding some family emergency, so in order to attend to his personal commitments back home, the complainant had to cut short his trip. In furtherance of this decision, on 04/03/2022, the complainant requested the opposite party to prepone the date of departure to 08/03/2022, and make all the necessary arrangements for the same. The opposite party promised to reschedule the date of departure, and asked the complainant to transfer an additional sum of money to the tune of Rs 80,000. Immediately, the complainant transferred the amount and informed the opposite party of the same upon hearing which the latter promised to do the needful.

1. On 08/03/2022, the complainant reached the airport, and was scheduled to fly with Sunset Airlines from the US to India. However, much to the shock and dismay of the complainant, the airline officials informed him about issues pertaining to his transit visa, and that he would have to re-book the tickets for the return journey to have a hassle-free flight. Since, the complainant was already hard-pressed for time, he decided to pay afresh for the return ticket which was Rs 50,000 and the time of departure was 6 hours later than the original time of departure. Thus, owing to the carelessness of the opposite party and the subsequent delay in arrival, the complainant could not attend to his personal commitments properly.
2. A few days after the incident, on 15/03/2022 (15th March, 2022), the complainant approached the travel agency for an explanation regarding the incident. The opposite party; however, denied responsibility. They said that they had done everything that had to be done from their end, and that issues regarding the transit visa were not under their control. They further directed the complainant to contact appropriate persons for the same. When the complainant pointed out the fact that the money paid was inclusive of visa arrangements, the opposite reiterated the same.
3. Later in the day, the complaint contacted the 24 x 7 customer care division of the opposite party, and also raised a complaint on the portal. Furthermore, the complainant also availed the chatbot facility that was available on the website for grievance redressal, but all the efforts went in vain as even after 6-7 working days from the date of reporting of the incident, the travel agency refused to comply with the request of the complainant for a refund of Rs 80,000 paid towards re-booking charges.
4. The complainant was therefore constrained to send a legal notice on 22/02/2022 (22nd February, 2022) whereby the opposite party was advised to comply with the request of the complainant for a refund of the money paid towards re-booking charges, and Rs 50,000/- as compensation for the mental agony caused to the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service rendered to the customer.
5. However, months went by, but the complainant never received any reply to the notice sent on 22/02/2022. Distressed by the indifferent attitude of the opposite party towards the suffering of the complainant, the latter has now approached this hon’ble commission for relief.
6. The complainant, therefore, humbly submits that the present incident is a clear case of violation of the right of the complainant as a consumer to avail good quality food for the money paid, and also deficiency in service as described under section 2(11) of the Consumer Protection Act of 2019 thereby meriting remedy under the relevant provisions of the Act.
7. Cause of action arose in the first instance on 04/02/2022 when the complainant asked the opposite party to re-book the tickets, in the second instance, on 08/02/2022 when the airline authorities refused the complainant the board the flight due to transit visa issues, and finally on 15/02/2022 when the travel agency refused to return the money paid towards re-booking charges.

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Original bill/invoice dated 04/02/2022
3. flight tickets (original)
4. screenshot of the complaint raised on the website on 15/02/2022
5. Original legal notice dated 22/02/2022

13) Jurisdiction:

As the total value of the consideration involved is less than Rs 50 lakhs, and the cause of action is in the city of Cosmos, the complaint is being filed with the Hon’ble District Consumer Disputes Redressal Commission.

14) Limitation:

That the present complaint is being filed within a period of two years from the date of cause of action i.e date of the incident, as prescribed under section 69 of the Act, 2019

15) Court Fees:

In line with Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020, no court fee has been paid as the value of the impugned product is less than Rs 5 lakhs, and stipulated three copies of the complaint have been submitted.

# PRAYER

### The complainant therefore prays: -

1. That the opposite party be directed to refund Rs 80,000/- paid towards re-booking charges and pay Rs 50,000 as compensation for the mental distress caused to the complainant.
2. that such orders be passed as the Hon’ble Consumer Forum may deem fit in the circumstances of the case.

PLACE: Signature

DATED: NAME OF THE COMPLAINANT

# VERIFICATION

I, Bruno, 46 years of age, male, residing at 24/718, 4th street, Simala Nagar, Cosmos-21, hereby declare that I have not misrepresented any facts nor have I tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name

Signature