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

**IN RE: COMPLAINT No. 10 of 2022**

# IN THE MATTER OF:

Bruno

46 years of age, male

20/918, III street, Vimala Nagar, Cosmos – 100

Bruno1888@gmail.com

9234567891………. COMPLAINANT

## Vs.

ABC Educational Services

24/908, 3rd street, Vimala Nagar, Cosmos-25

abceducationalservices@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 20/918, III street, Vimala Nagar, Cosmos – 100, 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 educational institution, and has branches across the city of Cosmos and in other parts of the country. With a strong network of 25 branches across the country, the institution has been catering the educational needs of close to 25,000 school students.
3. On 04/02/2022 (4th February, 2022), the complainant visited the Jeevan Nagar branch of the opposite party, located in the city of the Cosmos to seek admission for his child to fourth grade in the opposite party’s school for the academic year 2022-23. The complainant diligently followed the admission process which included attending an interview and paying an advance amount of Rs 15,000/- The complainant paid the same on 05/02/2022, and paid the remaining amount of Rs 85,000/- towards annual fees on 08/02/2022 by way of NEFT (Transaction ID: xxxxx xxxxx).
4. However, 01/03/2022, quite unexpectedly, the complainant received an email from his office stating that he had been transferred to another city, and that he would have to report for work on or before 01/04/2022. When the complainant tried to explain his predicament regarding refundability of school fees paid, the employer of the complainant expressed his sympathies, but said that the transfer was due to unavoidable circumstances, and that he was helpless in this regard.
5. Thereafter, the complainant visited the school campus on 02/03/2022 to discuss the matter. However, the officials categorically denied the request of the complainant for refund of the fees. In fact, the complainant asked if at least a partial refund was possible given that the intimation regarding withdrawal from the admission process was done a good two months before the start of the academic year.
6. When the complainant did not receive a favorable reply even to his modified request, he pointed out the fact that no mention was made at the time of admission that fees would not be refunded under any circumstances whatsoever; only a general clause was inserted in the admission brochure, so the complainant requested the institution to consider his plea as an exceptional one due to the peculiar nature of his case. However, the educational institution stated that it was not in a position to offer him any help with respect to the fees already paid.
7. On 10/03/2022, as one last attempt, the complainant sent an email to the institution asking if they could at least partially refund the fees paid given the special and unforeseen circumstances which necessitated the withdrawal from the admission process. In the email, the complainant described in detail the nature of his work and the concomitant obligations including those pertaining to work-related travel. At the same time, the complainant also strongly emphasized that the current transfer was completely unanticipated, but, unfortunately, the institution stated that it was only following the rules, and that the same could not be altered for the sake of one student.
8. The complainant was therefore constrained to send a legal notice on 15/03/2022 (15th March, 2022) whereby the opposite party was advised to comply with the request of the complainant for a refund of the money paid towards annual fees, and Rs 10,000/- as compensation for the mental distress caused to the complainant to avoid initiation of action under the Consumer Protection Act of 2019 on the ground of deficiency in the service/unfair trade practice rendered to the customer.
9. However, months went by, but the complainant never received any reply to the notice sent on 15/03/2022. 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.
10. 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 have the money refunded for the services not availed, 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.
11. The cause of action arose, in the first instance on 05/02/2022 when the complainant paid the annual school fees, in the second instance on 01/03/2022 when he was informed about his transfer to another city, in the third instance on 10/03/2022 when the school informed him via an email that the fees would not be refunded.

1. The following documents have been attached as Annexures for the perusal of the hon’ble commission:
2. Original fee payment receipt dated 05/02/2022
3. Copy of the e-mail correspondence with the institution
4. Admission brochure of the institution
5. Original legal notice dated 15/03/2022
6. Jurisdiction:

As the total amount involved is less than Rupees 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.

1. 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

1. 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 the money paid towards annual school fees (Rs 1,00,000/-), and Rs 10,000 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, 20/918, III street, Vimala Nagar, Cosmos – 100, 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