BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, PORVORIM

BETWEEN

Ameya Damodar Bhobe

Age 39 years of age,

S/o S Bhobe

Age 39 years

Occupation: Software Engineer

R/o H.No. 198, Gaunswado,

Mapusa, Goa … Complainants

V/s

Thomas Cook (India) Ltd.

Thomas Cook Building,

Dr. D. N. Road, Fort, Mumbai – 400001 …Opposite Parties

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

MOST RESPECTFULLY SHOWETH:

1. The address of the Complainant for the purpose of service of summons, notice, etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
4. That the complainants are consumers of the opposite party within the meaning of the Consumer Protection Act, 2019. The complainants booked a tour package to the United Kingdom offered by the opposite parties and have been caused loss due to gross deficiency in service and unfair trade practices by the opposite parties.
5. That the complainant no. 1 is Ameya Damodar Bhobe, aged about 39 years, residing at H.No. 198, Gaunswado, Mapusa, Goa – 403507. Complainant no. 2 is Apoorva Ameya Bhobe, aged about 37 years, residing at the same address.
6. That the opposite party no. 1 is Thomas Cook (India) Ltd., a company registered under the Companies Act, 1956 having its registered office at Thomas Cook Building, Dr. D.N. Road, Fort, Mumbai – 400001. The opposite party no. 2 is the regional office of the opposite party no. 1 located at Alcon Chambers, 8, DB Marg, Panaji, Goa – 403001. The opposite parties are providing travel-related services including tour packages through their website [www.thomascook.in](http://www.thomascook.in/).
7. That the complainants state that they booked a 7 nights/8 days tour package ‘UK Delights Booking’ offered by the opposite party no. 1 through their website for traveling to the United Kingdom. The departure date was fixed as 28th May 2022 and the total package cost was Rs. 4,37,389/- (Rupees Four Lakhs Thirty-Seven Thousand Three Hundred Eighty-Nine Only).
8. That at the time of booking, the opposite parties assured the complainants that procuring the UK visa would be their responsibility. It was also assured that in case the visa is not obtained due to any reason, the opposite parties would provide reasonable accommodation to the complainants at no extra cost.
9. That trusting these assurances and representations, the complainants agreed to book the tour package and made payments totaling Rs. 2,85,199/- (Rupees Two Lakhs Eighty-Five Thousand One Hundred Ninety-Nine Only) towards the booking as per the directions of the opposite party.
10. That the complainants regularly followed up regarding the visa and tour confirmation, however, the opposite parties failed to confirm visa procurement or tour confirmation until 27/02/2022, merely one day before the scheduled departure.
11. That on 27/05/2022, the opposite party abruptly informed the complainants that the UK visa had not been obtained and hence the booked tour stands cancelled. This was clearly due to the negligence and lapses on the part of the opposite parties.
12. That shockingly, the opposite party demanded additional payment from the complainants for rescheduling the tour, failing which exorbitant cancellation charges were applied, as per their email dated 2nd June 2022.
13. That the complainants were forced to cancel their prior commitments and suffered immense mental harassment and agony due to the arbitrary actions and unfair trade practices of the opposite party.
14. That the acts and omissions of the opposite party amount to gross deficiency in service as well as unfair trade practice under of the Consumer Protection Act, 2019. Despite the assurances given by the opposite party, they failed to deliver the promised services causing immense loss and harassment to the complainants.
15. **Cause of Action**: 12. The Cause of Action to file this complaint first arose 27/05/2022, the opposite party abruptly informed the complainants that the UK visa had not been obtained and hence the booked tour stands cancelled. This Complaint has been filed within the limitation period.
16. **LIST OF EVIDENCE:** 
    1. Booking Confirmation: A copy of the booking confirmation email or letter from Thomas Cook (India) Ltd. confirming the tour package booking.
    2. Payment Receipts: Receipts or bank statements showing the payments made to Thomas Cook (India) Ltd. for the tour package.
    3. Correspondence: Copies of any emails, letters, or other communications exchanged between the complainants and the opposite parties regarding the tour package, visa procurement, and tour confirmation.
    4. Visa Application: Copies of the visa application submitted by the complainants to the opposite parties.
    5. Visa Rejection Letter: official documentation from the UK visa authorities indicating the reasons for the visa rejection.
    6. Cancellation Email: A copy of the email from the opposite party informing the complainants about the cancellation of the tour package.
    7. Rescheduling Demand: written communication from the opposite party demanding additional payment for rescheduling the tour.
    8. Cancellation Charges: A breakdown of the cancellation charges applied by the opposite party, if available.
17. **Jurisdiction:**

13. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s business is situated within the jurisdiction of this Hon'ble Court. Furthermore, the consideration amount is less than Rs.50,000/-, hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

VI]   **Court Fees:**

14. 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.

VII]   **Prayer:**

In view of the facts and circumstances stated above, the complainants pray for the following reliefs:

* 1. Direct the opposite party to refund the entire amount of Rs. 2,85,199/- (Rupees Two Lakhs Eighty Five Thousand One Hundred Ninety Nine Only) paid by the complainants along with interest @ 18% p.a. from the date of payment till realization.
  2. Direct the opposite party to pay compensation for mental harassment and suffering caused to the tune of Rs. 2,00,000/- (Rupees Two Lakhs Only) to the complainants.
  3. Direct the opposite party to pay Rs. 20,000/- (Rupees Twenty Thousand Only) towards costs of this complaint.
  4. Pass any other just and equitable orders as deemed fit in the interest of justice.

Place: PORVORIM

Date: Advocate for Complainant

VERIFICATION:

I, Ameya Dhabe, complainant above named do hereby solemnly verify that the contents of paras 1 to 14 are true to my knowledge and are believed to be true on legal advice and that I have not suppressed any material facts.

Place: PROVORIM

Goa Date: