**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION PORVORIM, GOA**

**Consumer Complaint No: \_\_\_\_\_\_\_\_ of 20\_\_\_**

BETWEEN

Mr. Chandrashekhar Uttam Naik Tuenkar

Aged 74 years,

R/o Martins Enclave, E-1/S-1, Building Kerrat,

Opp. PMC Bank, Caranzalem, Goa ...Complainant

V/s

Mr. Vasco Noronha CEO & Director,

Global DMC C-53,

Unity Apartments,

BAF Kiranagar Behind Malvani-I Fire Brigade Marve Road,

Malad (West), Mumbai ...Opposite Party

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

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 Complainant booked a holiday package for 16 persons to Malaysia via Singapore with the Opposite Party vide payment of Rs. 2,32,500/- on 12.02.2021. The payment transaction is produced and enclosed along with this Complaint.
5. That despite full payment, the Opposite Party failed to make proper arrangements by not booking flight tickets, visas, hotel stay at Arena Star Luxury Hotel as committed, and sightseeing as per the itinerary.
6. That due to the Opposite Party’s willful breach of terms and grossly deficient services, the Complainant was forced to make alternate stay arrangements spending Rs. 3,636/- and incurred huge additional expenses of Rs. 71,280/- for visa and Rs. 47,580/- for sightseeing, made payments between 10-02-2021 to 20-02-2021.
7. That the Opposite Party’s conduct amounts to exploitation of consumer rights, unfair trade practice, and deficiency in service under the guise of a holiday package deal causing immense mental agony, embarrassment, and losses worth Rs. 1,22,496/- to the Complainant.

IV] **Cause of Action**;

1. The Cause of Action to file this complaint first arose on 10-10/02/2021 when the Opposite Party failed to deliver the services as promised by not ensuring the Hotels were booked and itineraries were confirmed.

V]   **Jurisdiction:**

1. The complainant resides within the jurisdiction of this Hon'ble Court, so also the opponent’s society is situated within the jurisdiction of this Hon'ble Court. Hence this Hon'ble Court has got jurisdiction to try and entertain this complaint.

VI]  **Court Fees:** Requisite Court fee as contemplated is paid on this Complaint.

**VII . Prayer**

It is therefore most humbly prayed that setting all the contentions of the Opponents if any an order may kindly be passed against the Opponents in the following terms,

a) Direct the Opposite Party to pay Rs. 1,57,054/- towards refund of expenses for deficiency in promised services along with interest @18% p.a. from date of trip till realization.

b) Direct the Opposite Party to pay Rs. 2,00,000 as damages for embarrassment and trauma caused to the Complainant.

c) Direct the Opposite Party to pay Rs. 2,00,000 as compensation for hardship and inconvenience caused to the Complainant and his family/friends.

d) Direct the Opposite Party to pay Rs. 2,50,000 towards mental harassment and agony suffered by the Complainant.

e) Pass any other order deemed fit in the interest of justice, equity and good conscience.

PROVORIM

Date Advocate for Complainant

**Verification**

Herein I, Chandrashekhar Uttam Naik Tuenkar , do hereby state on the solemn affirmation that the contents of the above paragraphs are read over and explained to me in my vernacular, and the same are found to be true and correct to the best of my knowledge, belief and information.

**PORVORIM**

**Date Complainant**