BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL FORUM AT PORVORIM, GOA

Consumer Case No. \_\_\_\_ of 20\_\_\_

Rucha Rahul Belekar

Aged about 40

W/o Rahul Belekar

R/o Flat No. 401,

Esmeralda, Old Goa Bypass Plateau,

Panelim, Ilhas, Panaji, Goa – 403402 ...Complainant

V/s

1. Doves Vacation 511,

Hubtown Solaris,

Prof. N.S. Phadke Road,

Andheri East, Mumbai – 400069

1. Amway Innoventures Ltd.

B2, Killol Apartments,

Off F.C. Road, Pune - 411016 ...Opposite Parties

**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 Complainants are husband and wife residing at the abovementioned address.
5. That the Opposite Party No. 1 is engaged in the business of providing holiday packages and memberships. Opposite Party No. 2 is a direct selling company engaged in marketing various tour packages including the memberships of Opposite Party No. 1.
6. That on 26/04/2022, the Complainants purchased a membership of Opposite Party No. 1 from Opposite Party No. 2 by paying Rs. 1,50,000/- through cheque bearining no. 48173847 drawn on HDCF Bank. The executive of Opposite Party No. 2 assured that a full refund will be given if the Complainants are not satisfied with the services.
7. That relying on this assurance, the Complainants planned a trip to Mahabaleshwar from 28/05/2022 to 01/06/2022 and requested for booking of rooms in Nexottl Sai Cottage resort by providing all details in advance.
8. That on reaching Mahabaleshwar on 28/05/2022, it was found that no booking was done in the Complainants' name. The rooms provided were unhygienic and poor, contrary to what was promised. This caused immense harassment and trauma.
9. That due to the deficient service of the Opposite Parties, the Complainants were forced to spend Rs. 4,500/- per room per day for alternate arrangements to complete the trip.
10. That despite bringing this deficiency to the Opposite Parties' notice vide email dated 06/06/2022 requesting a refund, no steps have been taken to address the grievance to date.
11. The Complainant issued legal notice dated 15-10-2022 to the Opposite parties calling upon them to refund the entire amount, failing which they would initiate action against them, however, the Opposite party failed to address the Complainant’s concern.
12. **LIST OF EVIDENCE** 
    1. Rs. 1,50,000/- (Rupees Fifty Lakhs only) through cheque bearining no. 48173847 drawn on HDCF Bank paid by Complainant to the Opposite Party for membership
    2. Email dated 06/06/2022 requesting a refund
13. **Cause of Action**;
14. The Cause of Action to file this complaint first arose on 28/05/2022 when upon reaching Mahaelshwar the Complainant realized that the Opposite parties had not made arrangements for their itinerary as promised against the consideration amount paid. The cause of action arose within the limitation period as prescribed under the Law.
15. **Jurisdiction:**
16. 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. The consideration amount in this Complaint is less that Rs.50,00,000/-.
17. **Court Fees:**
18. Requisite Cort 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,

1. Direct the Opposite Parties to jointly and severally refund the membership fee of Rs. 1,50,000 to the Complainants with interest @ 18% p.a. from 26/04/2022 till realization.
2. Direct the Opposite Parties to pay Rs. 1,00,000 to the Complainants as compensation for mental harassment and suffering.
3. Direct the Opposite Parties to pay Rs. 25,000 to the Complainants as litigation costs.
4. Pass any other order deem fit in the interest of justice.

PROVORIM

Date Advocate for Complainant

**Verification**

Herein I, Rucha Rahul Belekar, 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 Advocate for Complainant**