**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, VIJAYAPUR**

**CONSUMER COMPLAINT NO. /2022**

**IN THE MATTER OF:**

1. Shankarappa

S/o Ningappa Somnal, aged 65 Yrs,

Occupation: Pensioner

Somanath Nilaya, Near Nila Nagar,

Ashram Road, Bijapur.

… **COMPLAINANT**

**AND**

1. The Manager, M/s Kesari Tours Pvt. Ltd.,

314J Road Mahim, Mumbai-400016.

1. Athalye Travel lines Indra Villa,

Near Hotel Madhuvan Station Road,

Vijayapur-586101.

… **OPPOSITE PARTIES**

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

**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.
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. The complainant is a senior citizen and is retired from Government Service.
4. The complainant submits that the 1st opposite party is in travel business and 2nd opposite party is his agent at Bijapur. The complainant had planned to go for a tour abroad through the 1st opposite party. Thus the said complainant approached the 2nd opposite party who is the agent of the 1st opposite party.
5. The complainant further submits that the 2nd opposite party explained about the various packages and plans. The tours consist of Singapur, Sri Lanka, Thailand, Malaysia and some neighboring countries. The 2nd opposite party said that for this package the complainant has to pay Rs.1,18,254/-. The complainant transferred the said amount to the 2nd opposite party account on 06.01.2020. The said tour was to commence in the month of February-2020.
6. The complainant further states that, due to Covid-19 onset the tour was canceled by the 1st opposite party. The 1st opposite party has informed over phone that the tour is canceled. The amount remitted to him for the tour charges would be duly returned to the complainant.
7. It is further stated that, after the cancellation of the said tour the complainant approached the No.2 and requested to refund the travel amount of Rs.1,18,254/-. The 2nd opposite party said that he will write to the 1st opposite party for the return of the said amount.
8. The complainant was in a hope of returning his hard earned money. The complainant several times visited the 2nd opposite party, but every time he said that he had written to the 1st opposite party who had the amount. Then in the month of April 2021 when the complainant still pressed the 2nd opposite party to return the amount then he asked the complainant to write a letter in the name of the 1st opposite party.
9. Further the 2nd opposite party dictated the contents of the letter to the complainant and as per his instruction, the complainant wrote the letter because he had to get the amount back from the 1st opposite party. Thereafter, Op refunded Rs.28,132/- dtd:07.01.2022 through NEFT to his SBI account No.5401858772. But the 1st opposite party did not return the entire amount of Rs.1,18,254/-.
10. The remaining balance of Rs.90,122/-. Complainant several times approached the 2nd opposite party and requested to return the entire amount. But he said that it is the 1st opposite party who has to return the amount.
11. Then the complainant issued legal notice to both Ops on 11.04.2022. Calling them to return the balance amount of Rs.90,122/-. Both notices are duly served on the Ops. The 1st opposite party neither refunded the balance amount nor has he replied to the notice. The 2nd opposite party has replied and narrated cock end bull story and denied. Therefore, the Ops have committed the deficiency of service, Hence, filed this complaint.
12. **CAUSE OF ACTION**: The Cause of Action in this case arose on the first instance when the 1st opposite party has returned the amount partially on 07/01/2022 and on the second instance when the opposite parties have failed to reply to the legal notice issued by the complainant, i.e on 11/04/2022.
13. **JURISDICTION**: The consideration amount of the dispute is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.
14. **LIMITATION**: That the present complaint is being filed within the period of limitation as prescribed under section 69 of the Act, 2019.
15. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**PRAYER**:

The complainant therefore prays to direct the opposite party :-

i) To refund the balance amount of Rs.90,122/- with interest @ 12% p.a.,

ii) To pay Rs.50,000/- towards compensation

iii) To pay Rs.1,00,000/- towards mental agony and provide for costs and

iv) Such other relief or reliefs which the Honourable Forum deemed fit, just and proper in the circumstances of the case.

**PLACE**: Signature

**DATED**:

**VERIFICATION**:

I, Shankarappa S/o Ningappa Somnal, aged 65 Yrs, Somanath Nilaya, Near Nila Nagar, Ashram Road, Bijapur do hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant