From,

Mr. John Costance D'Souza

H no. 2/207 Naikavaddo

Calangute, Bardez Goa 4035162

To,

Mr. Robin A. Rodriques, Proprietor

'Flamingo HolidayWorldwide'5, ORINHA'

Umtavaddo, Calangute Bardez Goa 403516

Subject: Legal Notice for deficiency of service and claim for compensation

Greetings,

1. This is to bring to your kind notice that I and my family members opted for the Europe travel package and accordingly, as per the advertised, we all paid an amount of Rs. Rs 2,28, 000/-, however after the payment you demanded an additional amount of Rs. 4,000/- towards the insurance charges.
2. You deceived me and my family members and urged us to pay the said amount to enable you to book our tickets at the earliest as you gave a reason that the said earlier offer of the tour for an amount of Rs.2,28,000/-( Two Lakh Twenty-Eight Thousand Only) per head was valid only for a period up to January 2020.
3. Being deceived by your inducement, I and my family members paid you the following amounts: - A sum of Rs. 1,00,000/-( One Lakhs Only) vide Cheque bearing no. 520114 of Canara Bank, Candolim Branch, Goa being paid by complainant No.2, A Sum of Rs. 1,00,000/- (One Lakh Only) vide Cheque Bearing No. 000001 drawn on Bank Of Baroda, Calangute Branch, Goa paid by the complainant No.3, A sum of Rs. 50000/- (Fifty Thousand only) vide Cheque Bearing No 018660 drawn on Goa State Co-op Bank, Calangute Goa, paid by the Complainant No.5
4. Thereafter the I along with my mother, my wife, and my son visited youre office of the opposite party on 7/2/2020 and requested the opposite party to provide the entire itinerary of the tour in detail, which was thereafter sent to complainant no.1 via WhatsApp on cell phone bearing No. 9822389898.
5. The complainants upon perusing the itinerary/ program were excited and looked forward to the dream pilgrim tour and had it not been for the inducement as portrayed by the advertisement as well as the itinerary/ program shared with the complainants via WhatsApp, the complainants would have never parted with their hard-earned money.
6. However, after having received the itinerary/program, the opposite party demanded the payment of a further sum of money. Left with no other option with the desire to travel, the said additional payment came to be paid in the following manner by the complainant's Nos. 1 & 4: A Sum of Rs. 2,00,000/- (Two Lakh Only) vide cheque bearing no. 005359 drawn on Goa State Co-op Bank, Calangute Branch, in your favor.
7. Thereafter on 17/2/2020, based on your instructions my family members went to Suade Chapel Mazalvaddo, Anjuna Bardez Goa along with our passports, copies of their FDs, IT returns, and photocopies of their Master cards/ Visa cards and photographs for our visa process, through one of your agents on verification of the same, we were asked to return to your office, on 23/02/2020.
8. As per the instructions given, we attended your office on 23/02/2020 at which time you retained our original passports and photographs and further instructed us to pay the balance amount and accordingly I paid a sum of Rs. 4,39,000/- (Four Lakh Thirty-Nine Thousand Only) vide cheque no. 530320 drawn on State Bank of India Calangute Branch Goa as and way of full payments for himself, his wife as well as his son, and the my brother, paid a further amount of Rs. 1,26,000/-( One Lakh Twenty Six thousand only ) vide cheque bearing no. 118341 drawn on Goa State Urban Bank, Porvorim Branch, and Rs 4000/- (Four Thousand Only) in case of travel insurance for complainant no.2, being a senior citizen herself. Similarly, my cousin paid a sum of Rs. 1,26,000/- (One Lakh Twenty-Six Thousand Only) in cash as well as Rs. 4000/-(Four Thousand Only)in cash towards travel insurance to you and my grandfather paid an amount of Rs. 2,00,000/- (Two Lakh Only) to you, vide cheque bearing no. 018661 drawn on Goa State Co-op Bank Calangute Branch, Goa.
9. On receipt of the entire payment, you informed us that you would be intimated about the visa appointment date and would be furnished with tickets as well as hotel booking documents in respect of the tour.
10. On 05/03/2020 we were informed by you that the visa appointments at VFS Panaji, Gera Grande, Nr. Ginger Hotel was scheduled on 11/3/2020 and we were further instructed by you to be present along with all their documents, however, all original documents including the passports of the complainants were in your possession.
11. You subsequently forwarded two PNR numbers to me one being 663378144 and the other being 64004882. On verifying the above PNR numbers they appeared to be invalid combinations, and when we informed you of the same, you assured us that printouts of the tickets would be furnished to them on 1/7/2020 at the time of departure.
12. That, due to COVID-19, The Govt. of India enforced a lockdown on the 22nd of March 2020 and there was uncertainty regarding international flights as per S.O.P. On inquiring about the same, you informed us that the tour was postponed till July 2020. However, we did not fish to travel and therefore requested for refund of the amount of Rs. 13,49,000/- .
13. On receiving no communication from the opposite party you deliberately and wilfully avoided any further communication with us.
14. Although you collected a sum of Rs.13,49,000/-(Thirteen Lakh Forty Nine Thousand only) from me and my family members, you neither furnished to us the flight tickets for the entire tour, their visas, passports hotel accommodation voucher, and entry tickets to the pilgrim places which were part of the itinerary thereby making it evident that the you never had the intention of organizing the tour and had not made any booking of either Flights, Hotels, Tours, Airport transfer, etc.
15. This action of deceit and dishonesty on your part, to induce us to pay the amount for the tour by taking advantage of our desire to go on a pilgrim tour of holy places which you never intended to conduct, is tantamount to fraud on your part.
16. You have grossly failed to discharge your obligation and render service, for which you have received valuable consideration, and you are guilty of deficiency in service as defined under the Consumer Protection Act 2019 and the rules made there under having failed to discharge your obligation arising out financial transactions between us.

Owing to the unfair trade practice and deficiency in service, you are hereby finally called upon to:

1. Refund amount of Rs. 13,49,000/- (Rupees Thirteen Lakhs Forty-Nine Thousand only), towards refund of the ticket fare.
2. Compensate of Rs. 50,000/- (Rupees Fifty Thousand only) for the mental harassment, agony, physical torture, and financial losses suffered by the Complainant on account of the ‘Deficiency in service’ rendered by the Opponents.

Failing which, I shall be constrained to initiate proceedings against you for redressal of my grievances and recovery of the amount. I may initiate both civil and criminal proceedings as warranted by law, besides filing a complaint under the statutory provisions of The Consumer Protection Act, 2019, exclusively at your own risk, cost, responsibility, and consequences.

Place: Tiswadi