

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,
U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/23/2024
Date of Institution	:	3.1.2024
Date of Decision	:	01/05/2024

Vikas Bansal, aged 47 years, S/o Gopi Ram, R/o 3052, Sector 22-D, Chandigarh

Complainant

VERSUS

BYJU's Tuition Centre, having its branch office at SCO 91,92 and 93, Sector-34-A, Chandigarh-160022 through its Principal/Manager/Director.

2nd address:- SCF no. 78-79, Ground Floor, phase IX, Sector 63, SAS Nagar (Mohali) 160062

... Opposite Party

CORAM :	SHRI PAWANJIT SINGH MRS. SURJEET KAUR SHRI SURESH KUMAR SARDANA	PRESIDENT MEMBER MEMBER
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ARGUED BY : Sh. Bhawan Deep Jindal, Advocate for complainant
: OP exparte.

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by the complainant under Section 35 of the Consumer Protection Act 2019 against the opposite parties (hereinafter referred to as the OP). The brief facts of the case are as under :-
 - a. It transpires from the averments as projected in the consumer complaint that the OP company is engaged in providing learning programs in lieu of valuable consideration. The complainant has two sons namely Ayush Bansal studying in 8th class and Sarthak Bansal Studying in 9th class and both are studying in the school affiliated with I.C.S.E. On 12.11.2022, the OP had allured the complainant to purchase the online learning course provided by the OP and claimed to be useful in increasing the learning capacity of his children. The OP assured better future of his children if they opt for their online learning application. It would also be disclosed to the complainant by the OP that their education company is being supported by film super star actor Shahrukh Khan through advertisement. Accordingly the complainant opted for the programme by taking loan of Rs.1,00,000/- and the loan

documents are annexed as Annexure C-1. However, the complainant was not satisfied with the online learning programme of the OP as it was not very effective mode of learning. There was no direct link between the teacher and student. On 2.8.2023 the authorized agent of OP namely Shohrab Ahmed contacted the complainant and told the complainant that his both children are selected for BTC add on premium courses under the scholarship programme where the learning would not be online and it would be physical mode and also assured that it would be as per ICSE prescribed curriculum. It was also told that the price of the add on premium course is Rs.42,000/-. On the assurances of the agent of the OP, the complainant immediately paid Rs.42,000/- to the OP. The booking form was filled by the said agent and no document was provided to the complainant. The receipt of payment is annexed as Annexure C-2. The complainant also received a welcome message Annexure C-3 from the OP. Thereafter the complainant came to know that the said courses are not as per ICSE curriculum rather it was as per CBSE curriculum which has no use for the children of the complainant as they were studying in a ICSE affiliated school. Not only this, it was also found that the said course was not a physical course and as such the OP has cheated the complainant. Thereafter the complainant contacted the OP through mail with the request to refund the paid amount. Thereafter the complainant again approached the OP and finally on 12.9.2023 the OP realized their mistake and approved the refund and intimated the complainant vide mail Annexure C-4 by asking the complainant to submit the account details. Immediately the complainant sent the account details through mail Annexure C-5 but after that the OP stopped answering the calls of complainant and has not refunded the aforesaid amount despite of its approval. In this manner, the aforesaid act amounts to deficiency in service and unfair trade practice on the part of OP. OP was requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OP was properly served and when OP did not turn up before this Commission, despite proper service, it was proceeded against ex-parte on 6.3.2024.
2. In order to prove their case, complainant has tendered/proved his evidence by way of affidavit and supporting documents.
 3. We have heard the learned counsel for the complainant and also gone through the file carefully.
 - i. At the very outset, it may be observed that when it is an admitted case of the complainant that his two sons were selected for BTC add on premium courses by the OP on receiving an amount of Rs.42,000/- from the complainant as is evident from Annexure C-2, and on finding that the subject course was not useful for the children of the complainant as they were in fact studying in ICSE curriculum affiliated school whereas the OP was providing the course as per CBSE curriculum and on finding that the OP has misled the complainant, the complainant approached the OP to refund the paid amount, which the OP had approved and intimated to the complainant vide mail Annexure C-4 but till date the said amount has not been refunded to the complainant by the OP, the case is reduced to a narrow compass as it is to be determined if the aforesaid act of OP amounts to deficiency in service and the complainant is entitled for the relief as prayed for as is the case of the of complainant and for that purpose the documentary evidence led by the complainant is required to be scanned carefully.
 - ii. Perusal of Annexure C-2 clearly indicates that the complainant has paid an amount of Rs.42,000/- to the OP for the BTC add on premium courses on the selection of his two sons. Annexure C-4 is the mail which clearly indicates that the OP has approved the refund of Rs.42,000/- and asked the complainant to submit complete details of his bank account with the assurance that the refund will be processed within 10 days. The Annexure C-5 further indicates that the complainant had immediately sent the bank details to the OPs through mail 12.9.2023 i.e. on the same day when the message for approval of refund was sent by the OP to the complainant.
 - iii. Thus, from the forgoing as well as documentary evidence led by the complainant as discussed above, one thing stands proved on record that the OP has extracted an amount of Rs.42,000/- from the complainant with the assurance that it will provide best education to his two sons which they failed to provide to them and when the complainant requested the OP to refund the paid amount, the OP despite approving the refund has not refunded the same till date to the complainant as is also evident from Annexure C-4 and C-5. Thus, the aforesaid act of the OP amounts to deficiency in service and unfair trade practice on its part, especially when the entire case set up by the complainant in the consumer complaint as well as the evidence available on record is unrebutted by the OP. Hence, the instant consumer complaint deserves to be allowed.

4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OP is directed as under :-

- i. to pay ₹42,000/- to the complainant alongwith interest @ 9% per annum from the date of deposit till onwards.
- ii. to pay an amount of ₹10,000/- to the complainant(s) as compensation for causing mental agony and harassment to him;
- iii. to pay ₹10,000/- to the complainant/s as costs of litigation.

5. This order be complied with by the OP within 45 days from the date of receipt of its certified copy, failing which, it shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) above.

6. Pending miscellaneous application(s), if any, also stands disposed off.

7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

Announced

01/05/2024

mp

Sd/-

[Pawanjit Singh]

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

[Suresh Kumar Sardana]

Member