

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/327/2021
Date of Institution	:	17/05/2021
Date of Decision	:	12/10/2023

Rohan Rana aged 23 years S/o Sh.Kuldeep Singh Rana R/o H.No.61-B, Sector 29-A, Chandigarh.

... Complainant

V E R S U S

1. M/s Jakara International Pvt. Ltd., T4B, 3rd Floor, Centra Mall, Industrial Area, Phase-I, Chandigarh through its Directors namely Sh.Harkanwar Singh, Sh.Karanbir Singh and Sh.Deepinder Shamsheer Johar Bahadur Singh.

2nd Address: House No.535, Phase 10, Mohali-160062.

3rd Address: House No.2164, Part 4, Phase 7, Mohali-160062.

4th Address: House No.D-204, Ivory Tower, Sector 70 Mohali-160062.

2. Sanjay Babu Tetakala, International Admission Manager (Pan India, #6-3-252/1/7/1, Road No.1, Next to Taj Deccan Hotel, ErraManzil Colony, Banjara Hills, Shaikpet, Hyderabad-500034, Telangana.

... Opposite Parties

CORAM :

PAWANJIT SINGH	PRESIDENT
SURJEET KAUR	MEMBER
SURESH KUMAR SARDANA	MEMBER

ARGUED BY : Sh.Sunit Kumar Chauhan, Counsel for Complainant.
: Sh.Yoginder Nagpal, Counsel for OP No.1.
: OP No.2 ex-parte.

Per Surjeet kaur, Member

1. Averments are that the complainant is student and was interested to pursue overseas studies and

after seeing alluring advertisement of OP No.1 visited their site and then contacted the OP No.1 for studies in Poland for course of International Hospitality Management and on the asking of OP No.1 deposited Rs.35,000/- on 20.02.2019 (Annexure C-2). The OP provided study curriculum and further demanded Rs.55,000/- vide receipt attached at annexure C-3 & C-4). But when OP did not arrange for visa etc. then the complainant demanded refund of the amount but OP No.1 kept on lingering the refund and then contacted with father of the complainant and offered to send complainant to France for study with the condition to correspond with OP No.2 and amount already paid shall be adjusted in this course. After completing all the formalities pre-visa interview including deposition of fee of Rs.14,750/- and complainant attended the same at Chandigarh. After that OP No.2 issued certificate for getting visa from Embassy of France Delhi and for this purpose fee of Rs.8764/- was deposited on 18.01.2020 (Annexure C-20). On 4.1.2020, OP No.2 informed that location study course has been changed from Strasbourg to Nice (France) which shall commence on 17.02.2020 due to the reason of late filing of visa documents (Annexure C-21). Thereafter, on 12.02.2020 the OP No.2 intimated that there shall not be any accommodation facility at Nice (France) and complainant has to manage accommodation at his own. Since there was no other alternative with the complainant thus father of the complainant booked accommodation for 2 days on the suggestion of OP No.2. On reaching Nice (France) to the surprise of complainant there were only 2 rooms of so-called campus and there were 3-4 students at that place. Now it was for the complainant to manage everything at his own. After his shocking episode complainant stayed at Nice (France) for 7 days and returned to India on 19.02.2020. The complainant visited office of Ops and demanded refund but OPs neither replied emails nor took any action towards refund of money taken by them (Annexure C-25 & C-26). Hence, is the present consumer complaint.

2. OP No.1 contested the consumer complaint, filed its written reply and stated that the complainant availed services from OP's only to the extent of securing offer letter, pre-acceptance letter, and visa interview only arranged for complainant, which complainant is duly accepting in his complaint being provided to him by OP No.1 without disclosing any violation on the part of OP No.1, thus exhibiting deficiency of service on the part of the OP No.1 is liable to be negated. It is further stated that the complainant is not a "consumer" under the definition of the Act, since the said complainant hired the services of OP No.1 and in turn availed the services with reaching out to university for studying which was concluding part of services being rendered by OP No.1. There was never ever any of the deficiency of services because complainant himself is admitting everywhere that he himself chose the university or destination to study after hiring services of OP No.1 which was limited to getting him visa not to make him sit in university. On these lines, the case is sought to be defended by OP No.1.
3. Notice of the complaint was sent to OP No.2 seeking its version of the case. However, nobody appeared on behalf of OP No.2 despite following proper procedure, therefore it was proceeded ex-parte on 30.06.2022.
4. Rejoinder was filed and averments made in the consumer complaint were reiterated.
5. Parties led evidence by way of affidavits and documents.
6. We have heard the learned counsel for the parties and gone through the record of the case.
7. The sole grouse of the complainant through the present complaint is that despite paying the total desired amount the whole exercise of settling abroad after getting educated there, the dream of the complainant and his parents shattered due to the deficient act of the OPs. Through the present complaint the complainant prayed for the refund of the total fee paid to the college on the direction of OPs alongwith compensation and costs of litigation.
8. Initially the complainant hired the services of OP No.1 by paying amount of Rs.35,000/- and Rs.15,000/- vide Annexure C-3 and C-4 respectively. On the instructions of the OP No.1 only the

complainant paid various amounts to get admission in the Warsaw International Business School at Poland and thereafter at NICE France. But on reaching the final destination the complainant was shocked to see the status of the college in question which was only a two room set having three four students admitted there and as such the complainant returned back to India after getting frustrated due to misrepresentation and willful and deliberate concealment of important information regarding the institute by the OPs.

9. The stand taken by the OP No.1 the service provider is that it had only provided service to the complainant to the extent securing offer letter, pre-acceptance letter and visa interview which was duly arranged for the complainant but it was the choice of the complainant to proceed with the course or not.
10. The defence of OP No.1 in their written version is that the complainant was not having adequate educational scoring for studying abroad in highly marked Universities. Even the complainant was refused admission by various foreign universities. If it was so then in our opinion there was nothing to motivate the complainant to get admitted at Poland and then at France.
11. A careful perusal of Annexure C-6 reveals that the complainant was sent offer letter by Zabielski Foundation situated at Poland and for that purpose the complainant paid 3250 EUR on the instructions of OP No.1 to the aforesaid university. Annexure C-7 is the letter of acceptance and Annexure C-8 is the proof of payment of 3000 EUR and 250 EUR paid by the complainant as annual fee and registration fee respectively in the educational institute. But due to the lethargic and careless attitude of OPs only the complainant could not get the appointment for the VISA, as promised to be acquired by OPs. The complainant requested OP No.1 since 24.9.2019 till October 2019 but it failed to get the VISA and therefore, he sought refund of the fee amount of 3000 EUR which were paid to Zabielski foundation. Admittedly OPs charged for the preparation of the migration, assistance for the completion of required document and handling all the VISA correspondence and for making efforts to get issued timely VISA to the complainant. But due to the deficient act of the OPs the dream of the complainant and his parent to study abroad got shattered. Despite numerous requests, no refund was made by OPs. It was the Ops who allured the complainant again to spend huge fees amount for the purpose of another course to be opted at NICE France. Another chapter of allurements starts when the OPs vide Annexure C-13 offered the complainant to pursue bachelor in International Hospitality Management with duration of three years wherein at page 52 the address of OP No.2 has been mentioned.
12. After thorough inspection of record it is abundantly clear that OP No.2 was alien to complainant, it was OP No.1 who got him introduced with the complainant and motivated him again for further spending the amount of his parents' hard earned money to the tune of 7150 EUR as per page 60 of the paperbook. Thus it is proved on record that the complainant was entrapped by the OPs and he was shocked to know when he landed at foreign land that the college in question was not upto to the level for which fees has been charged from the complainant. In nutshell the OPs not only grabbed handsome money from the complainant but also played with the emotions of the child and his family showing rosy picture of bright future of the complainant by alluring to settle and study in abroad. The complainant again and again requested the OP No.1 to get the fee refunded at first instance after failing to go to Poland. But instead of getting that fee refunded OP No.1 again allured the complainant to spend more amount to settle at NICE France. As per case of the complainant after investment of the aforesaid huge money as fee to the college at NICE France OP No.2 never responded his phone call. During oral arguments the OP No.1 stated that it had to receive Commission from the college only if the student/complainant would have continued the course but in the present case the complainant on his own choice did not continue with the institute/college but in our opinion as the complainant paid the total annual fee then possibility of receiving of its share

of Commission by OP No.1 cannot be ruled out. Pertinently no document has been placed on record by the OPs to show the steps taken by them to get the fees refunded to the complainant. Thus the aforesaid act of the Ops amounts to deficiency in service and indulgence in unfair trade practice, which caused immense mental agony and physical harassment to the complainant for which the OPs are liable to compensate the complainant heavily.

13. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OPs are directed as under :-

i. to pay ₹4,00,000/- each by OPs No.1&2 to the complainant as compensation for causing mental agony and harassment to him.

ii. to pay ₹10,000/- to the complainant as costs of litigation.

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

15. Pending miscellaneous application, if any, also stands disposed of.

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

12/10/2023

Ls/mp

Sd/-
[Pawanjit Singh]

President
Sd/-
[Surjeet Kaur]

Member
Sd/-
[Suresh Kumar Sardana]
Member