

Date of Filing:08.12.2022
Date of Order: 02.08.2023

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-III,
At HYDERABAD.

Present

SRI. M. RAM GOPAL REDDY, PRESIDENT
SMT. D. SRIDEVI, MEMBER
SMT. J. SHYAMALA, MEMBER
Wednesday, the 2nd day of August, 2023

C.C. No 784 of 2022

Between:

Thanthonri Dhandhayuthapani,
Age 58, Occ: Retired,
Villa 47, Kranti Crescent's Golden Gate, Saket Road,
Kapra, Opp Hotel Sampradayam,
Hyderabad – 500062.

..... Complainant

And

1. Y. Axis Solutions Pvt Ltd.,
Head Office at Suite 102,
GS Chambers, Nagarjuna Circle, Punjagutta,
Hyderabad – 500082.
Represented by Mr. Xavier Augustion, CEO.,

2. Y. Axis Solutions Pvt Ltd., Corporate Office
At 3rd Floor, Fortune Atrium,
Road No.36, Jubilee Hills,
Hyderabad -500033.
Represented by Ms. Jyothi, P.,
Assistant Manager, Visa Processing.

.....Opposite Parties

Counsel for the complainant : Party in Person

Counsel for the Opposite Parties 1&2: Sri S. Nagesh Reddy,
Advocate.

ORDER

**(PER HON'BLE SRI M.RAMGOPAL REDDY, PRESIDENT ON BEHALF
OF THE BENCH)**

1. This complaint is filed by the complainant under Section 35 of Consumer Protection Act 2019, praying this commission to direct to the Opposite Parties :

- i). To refund the fee amount of Rs.17,500/- for failing to provide services for preponing Visa slot for Complainant Thanthorni Dhandhayuthapani and booking US Visa slot for the complainant Dhandhayuthapani Kaveridevi with wrong credentials.
- ii). To refund the US Visa fee of Rs.12,800/- paid by the complainant Dhandhayuthapani Kaveridevi as Visa slot was booked with wrong

credentials twice. It is invalid. The Visa Fee will expire on 20 July 2023 and slots are not available now and precious time was lost due to inefficiency of Opposite Parties .

- iii). The Opposite Parties did Impersonation and Defamation of a Senior Central Government officer by writing to US embassy on the complainant's name, as if complainant made a mistake in booking Visa slot. This act of the Opposite Parties is also an implicit reflection on the complainant's efficiency. Moreover, it will be in the US Embassy's database. Kindly direct the Opposite Parties to compensate minimum of Rs.10 Lakhs for Impersonation and Defamation of Dhandhayuthapani Kaveridevi.
- iv). The complainant was unable to visit their Nineteen-year-old daughter to ensure her wellbeing and settle her down, since Opposite Parties promised to prepone the Visa slot of Complainant Thanthorni Dhandhayuthapani.
- v). Minimum Rs.10 Lakhs as compensation for the mental agony and stress created by the party to the complainant Dhandhayuthapani Kaveridevi who is a cancer Surveyor.
- vi). To pay an amount of Rs.50,000/- towards compensation for multiple visits, calls to the Opposite Parties office, time and effort, documentation and for hardship to the complainant and pass such other relief or relief's as this Commission deems fit and proper circumstance of the case and in the interest of justice.

2. The brief facts of the complaint is that, the complainant had entered into Agreement with Opposite Parties for US Visa appointment slot booking on 07.07.2022 for Dhandhayuthapani Kaveridevi and Thanthonri Dhandhayuthapani (Complainant and his wife) paid the fee of Rs.17,500/- vide receipt No.22-23/JB/B/2730. On 09.07.2022, clarifications regarding the agreement (from Ms. Sherry Thomas, Asst. Manager, Y-Axis) were received and referred trailing mail. On 13.07.2022 informed the Opposite Parties that the complainant as paid Visa Fees and taken Visa appointment himself for the month of August, 2023 and requested to re-schedule for an earlier available date. The re-scheduling is a very important point preponement was assured by Opposite parties Team during discussions and was told by Opposite Parties that, bulk slots are opening in September, 2022. They required documents for USA Visa

processing were submitted proactively on 13.07.2022 to Ms. Hephzibah B, Process consultant of Opposite parties.

On 20th July 2022, mail from Ms.Hephzibah B received with a request to make payment in Axis Bank for US Visa fee. On 21st July 2022, US Visa fee receipt was sent to Ms.Hephzibah B. Process Consultant, Opposite Parties and was acknowledged. This mail also confirms Visa appointment booking by the opposite parties. Complainant followed up on 25th July 2022 over phone to know the status. Over the Phone Ms.Hephzibah B mentioned the appointment for Dhandhayuthapani Kaveridevi is booked for February, 2024, location Hyderabad (later came to know location was at Delhi). Exact details were not provided and there were no communications thereafter. On 20.10.2022, complainant Thanthonri Dhandhayuthapani called the opposite parties office and done Ms. Sana Unnissa, Process Consultant answered the call and mentioned Ms.Hephzibah B has moved to a different task and that she, Sana Unnissa is handling this case. She was not aware of login credentials to check and update complainant. She requested complainant for password reset and it was facilitated. On 26.10.2022, complainant Dhandhayuthapani Kaveridevi sent a mail to Opposite Parties about the mistake. There was no response even after sending the reminder on 30.10.2022. On 31.10.2022, Mr. MD. Habeebuddin, opposite parties called and mentioned that they will take care and no need to visit the office although complainant Thanthonri Dhandhayuthapani insisted on a meeting to sort out the issues and delays. On 02.11.2022, Ms.Hephzibah B Process Consultant handling the account called and asked the complainant Thanthonri Dhandhayuthapani to send a mail for name correction and need not visit the office. On 02.11.2022, Thanthonri Dhandhayuthapani visited office and met Ms.Jyothi. P. Assistant Manager and Ms.Hephzibah B, Process Consultant. Initially they were trying to cover up blaming the complainant, alleging wrong details were provided inspite of the fact that opposite parties had all the documents. Refer 02.11.2022 mail from opposite parties clearly showing appointment was taken by them. On 16.11.2022 at 18:53, Ms.Hephzibah B called and informed that they have received communications from US Embassy verbally asking to send a mail to change the credentials and was not willing to give in writing and wanted time to give in writing as she has to check with her Team and was to revert in 48 hours. That timeline has passed on 18.11.2022 evening. Till today, there has been no action and only buying time. So far, no concrete action was taken. It may also be noted that all telephonic conversations are

recorded by opposite parties for monitoring purpose, so they should be available in their archives. opposite parties (1) has not provided service to Thanthonri Dhandhayuthapani by way of preponing the Visa slot as requested. They do not seem to have explored options as detailed in annexure 2 by the complainant. (2). Opposite Parties have booked Visa slot for Dhandhayuthapani Kaveridevi with wrong credentials. (3). Impersonated Dhandhayuthapani Kaveridevi, which is a serious offence. (4). Made wrong allegations against the complainant that they provided wrong details and that they have booked directly in Webportal. (5). The passport expires on 29.06.2021 and the appointment for biometric and interview dates booked are 12 July 2024 and 25 July 2024 respectively, clearly showing inefficiency nor was complainant informed. In view of no services provided, lackadaisical attitude, inefficiency, impersonation of a Senior Central Government Official and absence of rules of business engagement / customer service, false allegations on complainant, misinformation, we would like to request for a refund of the total Fees of Rs.17,500/- plus Rs.12,800/- paid as Visa Fees for Dhandhayuthapani Kaveridevi, as precious time was lost due to the Opposite Parties mistakes. The Visa Fee is valid only till 20.07.2023. Slots are now not available until 2025 to the best of our knowledge (the slots booked with wrong details cannot be retrieved) and the Visa Fee will expire in July 2023. The complainant did not respond to the request for refund in view of no services provided. Dhandhayuthapani Kaveridevi is also a Cancer Survivor and all these have produced tremendous stress and trauma. An appropriate compensation additionally should also be paid by the complainant for the trauma, effort, time spent on all above coordination, visits and wasted efforts; More importantly the complainant has unable visit their 19-year-old daughter to ensure her well-being and settle her.

3. The opposite parties filed written version denied the allegations made by the complainant in the complaint, except those that are specifically admitted. On 19.07.2022, the wife of the complainant walked in and met with Vis Process Consultant and also discussed about GUS letter for her daughter with SO process consultant and on 20.07.2022, the process consultant has shared the US visa fee payment details with complainant. The complainant created the profile and shared the details with the Opposite Parties have only assisted in booking the appointment slot available at that time. Only for rescheduling, the Opposite Parties were not able to get the earlier dates, so they cancelled and tried to search for on earlier date unfortunately it was not available. Hence, the Opposite

Parties rebooked the appointments, however, the slot was available only in Delhi. Hence in order, not to miss this earliest date, the Opposite Parties went ahead and booked the same in Delhi. The reason for booking these dates without checking with the complainant is because the dates will vanish in a matter of seconds and the complainant may end up losing the earliest dates available at that particular time which can be rescheduled later again. The Opposite Parties were trying to see all the possible options to assist our complainant. The Opposite Parties have acknowledged the same on 31.10.2022 and the team was in touch with the complainant to address the complainant's concern. The Opposite Parties further submitted that on 31.10.2022 the process team has spoken to the complainant and informed him that they will look into the concerns raised and will make the necessary changes. As per the limitation and the rules in place wherein an applicant has to request to embassy to make the changes as per the prerequisite as they won't be accepting anything from 3rd party. Hence this was been informed by process team to complainant to send it from there registered email id to the concerned i.e., UStraveldocs.com. As a consultant, the Opposite Parties have to assist the complainant and there are limitations for interacting with the customer support over mail as it has been done from the complainant's end. The complainant was not understanding the limitations and there was a lot of discussion on the corrections to be done from the Opposite Parties end, which was not possible as opposite parties cannot send an email from the Opposite Parties and (the account was created by the complainant). Hence to assist the complainant, the Opposite Parties informed that they will try and look for options to assist. The request was raised from the ustraveldocs.com online account of the complainant for assistance to update the correct details on the account. The Opposite Parties have requested the complainant multiple times to follow this process for the only solution to which the complainant has not cooperated and not willing to listen and follow the process of USTravel docs.com and on the other hand, the complainant is trying to blame the Opposite Parties for the reasons best known to him. The adverse allegation made by the complainants are denied.

7. During the course of trial, the complainant filed evidence affidavit examined as PW1 and got marked Exs.A1 & A22. Md. Ali, Authorised Representative of the opposite parties filed evidence affidavit examined as Dw1 and got marked Exs.B1 to B3. Both parties filed their Written arguments. Heard by both.

5. After perusal of pleadings, the following points are raised for consideration:

1. Whether there is any deficiency in service and unfair trade practice on the part of the Opposite Parties?
3. Whether the complainant is entitled for the reliefs as prayed for?
4. To what extent?

6. **POINT Nos. 1 & 2:** Heard. The case of the complainant is that the complainant and opposite parties entered into a Service Level Agreement which is Ex.A1 for US Visa Appointment slot booking and payment of fee for this service by the complainant, that the service were only Preponement of visa appointment, the complainant already taken by the US Visa appointment slot booking for Dhandhayuthapani Kaveridevi which is Ex.B4 & B5 and Ex.B2 clarification of Ex.A1 is not denied by the opposite parties. On 13.07.2022 the complainant sent documents proactively and also clearly mentioned that the complainant Visa service is only for preponement and fresh booking is for wife. The complainant also states that, the preponement alternate approach towards Visa process and informed the opposite parties the slots are available September, 2022 by determine. The opposite parties sent screen shot of complainant visa appointment which was taken by the complainant has shared for reference. The opposite parties requested for daughter's University Admission letter for a preponement of complainant's appointment and booking fresh appointment for his wife. The same has been provided the opposite parties provide a CG & Visa payment detail for complainant's wife with specific instructions for Axis Bank. The payment was made and the same was marked as Ex.A17. The opposite parties were kept silence and no updates as per the Ex.A1 Service Level Agreement and reach of Agreement, in the Telephone calls not responded, atleast respond to updates by September, 2022. On 22.10.2020 the complainant was able to search process Consultant Ms. Sana Nisha breach of Service Level Agreement change in process consultant important updates not done by the opposite parties. The complainant requested login details including password generated by the CGI Portal. The same was created by complainant's wife so the opposite parties are unable to open those but the complainant shared with the opposite parties request the new password given by the US Travel box and rest by opposite parties.

The Opposite Parties informed the complainants that as per availability they will check on the rescheduling of the appointment for the purpose, whereas the Opposite Parties have not assured or grave any guarantee or assurance on the same. It is true that the Opposite Parties

have received the required documents from the complainants and the team has shared the checklist of the requirement which was furnished by the complainants. On 19.07.2022, the wife of the complainant walked in and met with Vis Process Consultant and also discussed about GUS letter for her daughter with SO process consultant and on 20.07.2022, the process consultant has shared the US visa fee payment details with complainant. The Opposite Parties are denying it as the requirement was informed by their process team. As per the records initially it was booked in Hyderabad and the same was informed to the complainant and as per the records initially it was booked in Hyderabad and the same was informed to the complainant.

The Opposite Parties stated that they have not committed any deficiency in service because of the business process consultant was changed and requested the complainant to login the password but the complainant has inclined to login the password and not respond so, they could not process the Visa re-scheduling and the complainant also knows that the attending the interview dates VISA even that also he was not did at the time of hearing the opposite parties are admitted that they ready the refund amount of Rs.17,500/- as paid by the complainant towards process fees and further paid by the complainant 160 \$ US for equivalent to Rs.12000 which is for visa office that will not be refundable because that has been paid to embassy of the USA the Opposite Parties nothing to do for that amount and even before approaching this Commission the Opposite Parties are ready to pay the service charges of Rs.17,500/- but the complainant inclined to accept the same. We are of the considered opinion that the Opposite Parties admitted for refunding the amount. ***In a similar case, Hon'ble Telangana State Consumer Disputes Redressal Commission, Hyderabad report in:***

III (2023) CPJ 24 (Teln.) held in Manish Jaitly Vs. Opulentus stated that "Every attempt is made to provide accurate advice but they cannot guarantee outcome – Respondents/Opposite Parties being Career Consultants, do not guarantee end result as decision of granting visa or permanent residence to complainant is sole discretion of Embassy or Consulate – Commission below has addressed all points – Impugned order warrants no interference".

Hence, we are at considered opinion that, the Opposite Parties are liable to refund the amount of Rs.17,500/- with interest @12% from the date of payment till the realization, pay compensation of Rs.5,000/- and costs of Rs.2,000/-. These points are answered infavour of the complainant and against the opposite parties.

7. **POINT No. 3:** In the result, the complaint is allowed in party directing the Opposite Parties No.1 & 2:

- a). To refund the amount of Rs.17,500/- (Rupees Seventeen thousand five hundred only) with interest @12% from the date of payment till the realization.
- b). To pay compensation of Rs.5,000/-(Rupees Five thousand only) to the complainant.
- c). To pay costs of Rs.2,000/-(Rupees Two thousand only) to the complainant.

Time for compliance is 45 days from the date of receipt of this order.

Typed to my dictation and pronounced in the Open court on this the 2nd day of August' 2023.

MEMBER

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant:

PW1 - Thanthorni Dhandhayuthapani Dhandhayuthapani.

For Opposite Parties:

DW1 : Md. Ali, Authorised Representative of the opposite parties.

DOCUMENTS MARKED

For complainant:

Ex.A1: is the copy of Extract of Signed SLA/Agreement with the opposite parties.

Ex.A2: is the copy of Mail from Ms. Sherry Thomas providing clarifications regarding SLA/Agreement.

Ex.A3:is the copy of Introduction mail from Ms. Hephzibah, dt.12.07.2022.

Ex.A4: is the copy of Mail sent to Ms. Hephzibah, dt.13.07.2022.

Ex.A5: is the copy of Mail sent to Ms. Hephzibah with required documents for visa processing, dt.13.07.2022.

Ex.A6: is the copy of Mail from Ms. Hephzibah sharing screenshot of Dhandhayuthapani's Visa appointment, dt.19.07.2022.

1. Mail from Ms. Hephzibah for university document, dt.20.07.2022.

2. Mail sent to Ms. Hephzibah Sharing Thanthonri Dhandhayuthapani's Visa fee payment details dt. 19.07.2022.

Ex.A7: is the copy of Mail from Ms.Hephzibah providing VISA payment details for Kaveridevi, dt.20.07.2022.

- Ex.A8: is the copy of Mail sent to Ms. Hephzibah Visa payment details of Kaveridevi, dt.21.07.2022.
- Ex.A9: is the copy of Mail from Ms. Sana Unnissa for Login details 20 Oct 2022.
1. Mail from Ms.Sana Unnissa sharing Password details, dt.20.10.2022.
- Ex.A10: is the copy of Complainant profile extracted from US Traveldocs.
1. Appointment for Dhandhayuthapani Kaveridevi with wrong details extracted from US Traveldocs.
 2. Dhandhayuthapani Kaveridevi Passport.
- Ex.A11: is the copy of Mail sent to Ms.Jyothi and others, ddt.26.10.2022.
- Ex.A12: is the copy of Mail from Ms.Hephzibah, dt.02.11.2022.
- Ex.A13: is the copy of Mail sent to US Embassy/US Traveldocs by the Opposite parties from portal, dt.03.11.2022.
- Ex.A14: is the copy of Mail from US Embassy/US traveldocs, dt.05.11.2022.
- Ex.A15: is the copy of Mail from Ms.Hephzibah, dt.12.11.2022.
1. Mail from Ms.Hephzibah, dt.22.11.2022.
 2. Mail from Ms.Hephzibah, dt.28.11.2022.
- Ex.A16: is the copy of Visa appointment history extracted from US Traveldocs, dt.11.01.2023.
- Ex.A17: is the copy of Mail from Opposite parties support team accepting their mistake, dt.08.11.2022.
- Ex.A18: is the copy of Mail from Opposite parties support team, dt.15.11.2022.
- Ex.A19: is the copy of Process for US Visa appointment booking extract from US Traveldocs.
- Ex.A20: is the copy of Number of times Rescheduling of Visa Appointment.
- Ex.A21: is the copy of Extract from Y-Axis website.
- Ex.A22: is the copy of Mail for refund, dt.11.11.2022.

For Opposite Parties :

- Ex.B1: is the copy of Visa Appointment Page of complainant taken from the official website of US Visa.
- Ex.B2: is the copy of Twitter Message of US Embassy updated on the appointment slots for tourist visa for USA, dt.29.05.2022.
- Ex.B3: is the copy of Information / Requirements available in the official website of US Embassy and consulate in India Regarding slots for B1 B2 Visa.

MEMBER
KPS

MEMBER

PRESIDENT