

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

Consumer Complaint No.	:	CC/9/2024
Date of Institution	:	29/12/2023
Date of Decision	:	10/10/2024

Kamal Rathi, DLF Valley, B1/20 Second Floor, Panchkula Haryana 134107.

Complainant

Versus

1. Just Dial Limited, Palm court Bldg M, 501/20, 5th floor, New link road, Beside Goregaon Sports Complex, Malad(w), Mumbai-400064 (Through the ceo)

2. Just Dial Limited, Plot number 66, Second floor, Near Honda Harmony Showroom, Industrial Area, Phase 2, Chandigarh-160002 (Through the General wangen).

Opposite Parties

**CORAM :**

<b>PAWANJIT SINGH</b>	<b>PRESIDENT</b>
<b>SURJEET KAUR</b>	<b>MEMBER</b>
<b>SURESH KUMAR SARDANA</b>	<b>MEMBER</b>

**ARGUED BY :** Complainant in person  
: Sh. Rohit Ummat, Advocate for OPs.

### **Per surjeet kaur, Member**

Briefly stated the complainant purchased an advertisement plan from Just Dial Limited worth Rs 28320/- on 14/10/2023 and paid an advance of Rs4720 through Google Pay and also paid an instalment worth Rs.2360/- on November 10, 2023. The person who sold the plan to complainant called himself the team leader of the company and promised him to provide the services as detailed in table of para 1 of the complaint after the payment. However, the company failed to provide the promised services. The complainant called one Mr. Deep Kumar on November 10, 2023, to remind him of the promises, but he made the excuse that he is in his hometown and unable to accomplish the desired work. On November 13, 2023, the complainant lodged his concern on the company website and to customer care number but nothing fruitful came out and the OPs disposed off the complaint of the complainant without solving it. Alleging the aforesaid act of Opposite Parties deficiency in service and unfair trade practice on their part, this complaint has been filed.

2. The OPs in their reply denied that their representative promised that the Complainant would be provided with listing, calling, walking, enquiries, additions, verified, catalogue, e-commerce website, JD page sharing option, under the package, the Complainant had opted for. It is averred that the table and Annexure A to the Complaint produced by the Complainant, are not part of the final services opted for by the Complainant or to be provided by the OP Company and the same were used by the OP Company's representative only to explain the various listing services and feature provided by the OP Company and are self-explanatory that listing, calling, walk-in, enquiries are basic features and verified, catalog, e-commerce website and JD page sharing options are additional features, to be provided at additional cost or as complementary features at the discretion of the OP Company. It is further stated that the OP Company, as per its regular mandatory procedure and practice, as a first step, interacts with the potential vendors and explains the business listing services, service features, Terms of Use etc. Thereafter, the Vendor/Business Owner can opt for different services as per its requirement and choice. Similarly, in the instant case also the OP Company's representative had only explained services and terms of use, service features etc. accordingly, the Complainant had opted for business listing services (comprising of listing, calling, walk-in and enquiry features) for a total value of Rs. 24,000/- with applicable tax. Further, the OP Company has also provided, verified, website, as complementary features, without any additional cost. It is denied that the OP company neither responded to nor acted upon the request of the complainant or disposed of the complaint without resolving the same. All other allegations made in the complaint has been denied being wrong.
3. Rejoinder was filed and averments made in the consumer complaint were reiterated.
4. Contesting parties led evidence by way of affidavits and documents.
5. We have heard the learned counsel for the contesting parties and gone through the record of the case.
6. It is an admitted fact and evident from Annexure A and B that the complainant paid an amount of Rs.4720/- and Rs.2360/- to the OPs for availing the services in the form of an advertisement plan. As per case of the complainant the OPs did not give any kind of service despite of his repeated requests and the amount deposited has not been refunded to him on one pretext or the other.
7. The stand taken by the OPs is that the complainant was given flawless service and denied that the Ops never responded or not acted upon the request of the complainant.
8. After going through document on record it is abundantly clear that the amount has been duly paid to the OPs by the complainant for the services to be provided by the OPs as is evident from Annexure-A and B. Further Annexure-C is the details of the services promised to be provided to the complainant in the name of complainant's institute i.e. Pilgrim Foundation. Annexure D&E are the repeated calls made by the complainant to get the brief about the product/services in question and finally Annexure F dated 13.11.2023 is the response of the OPs stating that complaint registered by the complainant has been successfully closed and further mentioned that they are hopeful that the complainant is satisfied with the solution given.
9. But after going through the entire evidence on record it reveals that the complainant has not availed even a single service from the OPs but despite of his repeated requests and calls the Ops could not guide him in perfect manner and therefore, he lodged his concern to the company website on the customer care but no proper handling of the grievance of the complainant was done by the OPs. The height of un-professionalism is evident from emails Annexure F disposing the complaint of the complainant without solving the same. No details of action taken report have been placed on record by the OPs.
10. So far as the defence of the OPs that the complainant is not consumer, in our opinion as per Consumer Protection Act any person who avails any service for a consideration paid is consumer. The consumer as the term implies is the one who consumes goods or services at the end of the chain of production. The comprehensive definition aims at covering every person who pays money or cost of goods and services. The consumer deserves to get what he pays for in real quantity and true quality. In every society, consumer remains the center of gravity of all business and industrial activity. Therefore, he needs protection from the manufacturer, producer, supplier, wholesaler and retailer of goods and services. As in the instant case in hand, the complainant had made the consideration for the availing services of the OPs and there is no dispute with regard to the payment hence, the complainant is certainly a consumer.
11. The next objection taken by OPs is qua the claim of the complainant with respect of owner of the coaching institute and the same has been clarified by the complainant by placing on record the bills where there is clearly written the name of the complainant as owner of Pilgrim Foundation and Competitive Classes. Hence, this objection taken is not sustainable in the eyes of law.

12. The next objection of the OPs is with regard to services provided for commercial purpose are not covered under Consumer Protection Act. However we are of the opinion that nature of business is mentioned as coaching institute and the complainant is providing coaching to its enrolled students and is not at all regaining or re-generating any financial profit from his students, therefore, it cannot be considered commercial activity. Moreover, the Ops miserably failed to produce any cogent evidence to this effect. Hence there is no weight in this plea of the OPs.
13. As discussed above since the OPs have retained the hard earned money of the complainant without providing service to him, it is safe to hold that there is deficiency on the part of the OPs and they are liable to refund the paid amount to the complainant.
14. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly allowed. OPs are directed as under:-
  - i. to pay ₹7080/- (4720/-+2360/-) to the complainant(s) alongwith interest @ 9% per annum (simple) from the date of institution of the present consumer complaint till onwards
  - ii. to pay lump sum amount of ₹5000/- to the complainant as compensation for causing mental agony and harassment and towards cost of litigation;
15. This order be complied with by the OPs jointly and severally within a period of 45 days from the date of receipt of certified copy thereof, failing which the amount(s) mentioned at Sr.No.(i) & (ii) above shall carry penal interest @ 12% per annum (simple) from the date of expiry of said period of 45 days, instead of 9% [mentioned at Sr.No.(i)], till realization.
16. Pending miscellaneous application(s), if any, also stands disposed off.
17. Certified copies of this order be sent to the parties free of charge. The file be consigned.

**[Pawanjit Singh]**  
**President**

**[Surjeet Kaur]**

**Member**

10/10/2024

**[Suresh Kumar Sardana]**  
**Member**

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