

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/440/2022
Date of Institution	:	24.3.2022
Date of Decision	:	1/04 /2024

Sh Pawan Katyal S/o Late Sh. Krishan Lal Katyal and Ms Veena Katyal w/o Sh Pawan Katyal,
resident of House No 230, sector 46-A, Chandigarh.

... Complainant

Versus

(1) Country Club Hospitality and Holidays Limited, Registered Office, Amrutha Castle, 5-9-16,
Saifabad Secretariat, Hyderabad (AP) through its Chairman.

2nd Address:- Country Club Hospitality and Holidays Limited Corporate Office, Country
Club Kool #6-3-1219,4th Floor, Begumpat, Hyderabad-500016

(2) The In charge, Country Club Hospitality and Holidays Limited, Big Bazaar, Paras Down
Town, Zirakpur (Pb).

(3) The In charge, Country Club Hospitality and Holidays Limited, SCO No 43-44, Sector 9,
Madhya Marg, Chandigarh.

(4) The In charge, Country Club Hospitality and Holidays Limited, SCO 9, 2nd Floor, Sector 26,
Madhya Marg, Chandigarh

CORAM : **SHRI PAWANJIT SINGH** **PRESIDENT**
 MRS. SURJEET KAUR **MEMBER**
 SHRI SURESH KUMAR SARDANA **MEMBER**

ARGUED BY : Sh. Rajinder Kumar Joshi, Advocate for complainants
 : Sh. Pardeep Sharma, Advocate for OPs (through VC)

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 OPs). The brief facts of the case are as under :-
 - a. It transpires from the averments as projected in the consumer complaint that on 28.6.2017 the complainant availed membership of OP No.1 for a period of five years on payment of Rs.60,000/- as membership fees regarding which the agreement was also executed on the same day and copy of the same is annexed as Annexure C-1. The payment of Rs.60,000/- was acknowledged by the OPs vide mail Annexure C-2 and had also issued blue season card Annexure C-3, showing expiry date of the membership 28.6.2022. The complainant also paid a sum of Rs.8500/- being the first year annual maintenance charges, which is clear from the copy of statement of account of complainant Annexure C-4 showing debit entry. On 21.12.2018, the complainant received a call from the OPs from Chandigarh office and accordingly he visited the said office where he met one Mr. Soumen Mandal, the Venue Manager who advised the complainant to get the membership updated for a period of 30 years to get various benefits and asked the complainant to pay an amount of Rs.65,000/- which was paid by the complainant through debit card to the tune of Rs.59,000/- and Rs.6000/- in cash and the said payment was acknowledged by the OPs vide Annexure C-5 and C-6. Thereafter the Agreement for Sale of Membership Annexure C-7 was executed between the parties. Later on the complainant received a letter from OPs enclosing therewith card No.219, mentioning the expiry date as 25.12.2023 i.e. the period of five years only and also showing that the membership is in the name of Veena Katyal and Pawan Katyal for 5 years instead of 30 years though the Venue Manager of OPs had assured that the membership period is 30 years on payment of Rs.65000/- but surprisingly the blue card issued was only for five years., Thereafter the complainant made several requests for the booking of free holidays vacation for Bangkok with the request to book the same from 8.6.2019 but on this the OPs asked the complainant to deposit 20 dollar per day for per room as a fee for booking of two rooms at Bangkok which comes to Rs.15,000/- in Indian rupees. On this, the complainant visited the office of OPs at

Chandigarh many times from April 2019 onwards but the concerned Venue officer was not available rather another employee namely Preety Sharma was there. It is alleged that the Venue officer Soumen Mondal in fact cheated the complainant through misrepresentation. The complainant requested the OPs vide various letters Annexure C-9 and C-10 to cancel the membership but nothing has been done by the OPs. Thereafter the complainant sent legal notices Annexure C-11 and C-12 requesting them to cancel the membership and refund the paid amount but nothing was done by the OPs. Even after that the complainant continuously approached the OPs with the request to cancel the membership and refund the amount but with no result. The aforesaid act amounts to deficiency in service and unfair trade practice on the part of OPs. OPs were requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OPs resisted the consumer complaint and filed their written version, inter alia, taking preliminary objections of maintainability, concealment of fact. However, it is admitted that vide Agreement Annexure C-1 the complainant initially opted for 5 years blue season membership and paid an amount for Rs.65,000/- and later on he got the said membership upgraded to 30 years under the same blue season category by paying another amount of Rs.65,000/- and accordingly vacation smart cards were issued to the complainant. It is alleged that the complainant could have utilized the vacations immediately on full payment of the product and other dues even before receiving the card and welcome kit by visiting/availing the services through website of OP No.1. It appears that the complaint of the complainant is based on wrong apprehension and presumption. As per clause 4 of the sale agreement dated 25.12.2018, there are three options/plans of membership i.e. blue, white and red. As per clause 5 the terms of the holidays are Silver for 5 years, Gold for 10 year and Platinum for 30 years which was opted by the complainant. Even as per clause 20 of the agreement Annexure C-7, USD 20\$ per night for blue and white season membership and is free for red season members. On merits, the facts as stated in the preliminary objections have been re-iterated. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.
 - c. Despite grant of numerous opportunities, no rejoinder was filed by the complainant to rebut the stand of the OP.
2. In order to prove their case, parties have tendered/proved their evidence by way of respective affidavits and supporting documents.
 3. We have heard the learned counsel for the parties and also gone through the file carefully, including the written arguments.
 - i. At the very outset, it may be observed that when it is an admitted case of the parties that the complainant has availed membership of OP No.1 vide Agreement Annexure C-1 dated 28.6.2017 by paying an amount of Rs.60,000/- as is also evident from copy of receipt Annexure C-2 and blue season smart card Annexure C-3 was issued and further the complainant paid an amount of Rs.8500/- as membership maintenance charges as is also evident from copy of statement of account Annexure C-4 and the said membership was extended for 30 years on further payment of Rs.65,000/- by the complainant to the OPs as is also evident from Annexure C-5 and

C-6 and regarding which another Sale Agreement Annexure C-7 was also executed on 25.12.2018 and after that blue season smart card Annexure C-8 was issued to the complainant by the OPs in the name of Veena Katyal and Pawan Katyal valid upto 25.12.2023, the case is reduced to a narrow compass as it is to be determined if the OPs have misrepresented the complainant and extended their initial membership only for 5 years instead of 30 years as promised on the agreement Annexure C-7 and the aforesaid act of OPs amounts to deficiency in service and unfair trade practice and the complainant is entitled for the relief as prayed for and as is the case of the complainant or if the complaint being false and frivolous is liable to be dismissed as is the defence of the OPs.

- ii. In the back drop of the foregoing admitted and disputed facts on record, it is clear that the entire case of the parties is revolving around the documentary evidence led by the parties. Annexure C-1 clearly indicates that the complainant had availed/purchased the membership of OP No.1 for a period of 5 years on payment of Rs.60,000/- as is also evident from Annexure C-2. Not only this, it is further clear from the copy of statement of account Annexure C-4 that the complainant further paid an amount of Rs.85000/- as maintenance charges to the OPs which was debited from the account of the complainant in favour of the OPs.
 - iii. Thus it is clear that the complainant had paid a total amount of Rs.68500/- as membership fee including annual maintenance charges to the OPs. It is further clear from the Agreement Annexure C-7 that the OPs had extended the aforesaid membership from 5 years to 30 years on receiving an amount of Rs.65,000/- from the complainant which was also acknowledged by the OPs vide receipt Annexure C-5 and C-6. It is further evident from Sale Agreement Annexure C-7 that the term of holiday under platinum is for 30 years and since the OPs have categorically admitted in their written version that the 30 years membership was extended to the complainant on receiving an amount of Rs.65,000/- from the complainant, and despite of that the OPs issued Annexure C-8 i.e. fresh/new smart card to the complainant and Veena Katyal by showing validity upto 25.12.2023 making further it clear that the OPs after receiving an amount of Rs.65,000/- from the complainant have not extended the membership period from 5 years to 30 years. Thus, the aforesaid act of the OPs amounts to deficiency in service and unfair trade practice.
 - iv. Not only this, despite of the fact that the complainant approached the OPs several times by sending letters and legal notices requesting them to cancel the membership and refund the paid amount, the OPs neither cancelled the membership nor refunded the paid amount to the complainant. Thus, it is safe to hold that there is deficiency in service and indulgence in unfair trade practice on the part of the OPs. 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 OPs are directed as under :-
- i. to refund ₹1,33,500 to the complainants alongwith interest @ 9% per annum from 23.5.2019 when letter Annexure C-9 was sent by the complainant requesting the OPs to cancel the membership and refund the paid amount till onwards and also cancel the

Membership of the complainant.

- ii. to pay an amount of ₹10,000/- to the complainant as compensation for causing mental agony and harassment to him;
 - iii. to pay ₹10,000/- to the complainant as costs of litigation.
5. 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) & (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

1/04/2024

mp

Sd/-

[Pawanjit Singh]

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

[Suresh Kumar Sardana]

Member