

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION MUMBAI SUBURBAN ADDITIONAL
Administrative Building, Third Floor, Near Chetana College
Bandra (East), Mumbai-400 051**

Website- www.confonet.nic.in

Complaint Case No. CC/16/2019
(Date of filing : 13th February, 2019)

SHRI DHAVAL LALIT AJMERA
RESIDING AT BLOCK NO.4
'D' WING, GARODIA CHS LIMITED
PLOT NO.149/156, GARODIA NAGAR
GHATKOPAR (EAST)
MUMBAI-400 077

..... Complainant

-Versus-

RENAISSANCE MUMBAI CONVENTION
CENTRE HOTEL & LAKESIDE
CHALET, MARRIOTT GROUP
THROUGH ITS CEO, NO.2 & 3B
NEAR CHINMAYANAND ASHRAM
POWAI, MUMBAI-400 087

..... Opp.Party

BEFORE:

**HON'ABLE MR. RAVINDRA P. NAGRE PRESIDENT
HON'ABLE MR. S.V. KALAL MEMBER**

PRESENT: None present for the Complainant

Ms. Sukruta Chimalkar-Advocate for the Opponent

FINAL ORDER

PER MR. RAVINDRA P. NAGRE, HON'BLE PRESIDENT

1. The present complaint is filed by the Complainant herein above against the Opposite Party u/s 12 of the Consumer Protection Act, 1986.

2. According to the Complainant, on 6th February, 2018 he had purchased the membership offered by Opposite Party by paying Rs.13,570/-. In mid of December-2018, through telephone, he had made a room reservation for 18th January, 2019 for one night stay to celebrate his wedding anniversary through telephone. The Opposite Party reserved superior hill view room for him and informed him to upgrade the room to deluxe lake view by paying Rs.1,000/- + taxes at the time of check in. The Complainant also placed the order with Opposite Party on 16th January for 1 Kg Cake and 1 bottle of wine to celebrate the special occasion.

3. When the Complainant reached the reservation desk of the hotel on 18th January, 2019 alongwith his wife and luggage at around 1.30 p.m., firstly he was asked by the hotel staff for the confirmation voucher. Since, he hadn't received any confirmation voucher, he was shocked. When he requested the hotel staff to check their system for room reservation, the Opposite Party accepted that the room reservation was done.

4. Further, the hotel staff informed the Complainant that due to over booking of the rooms in the hotel, the hotel management has transferred his booking from hotel building to executive apartment building. The Complainant objected to such decision since the Opposite Party had not informed the Complainant in advance. He told the Opposite Party that he already stays in apartment and for a change in day to day routine, he had booked a room in hotel, but the Opposite Party refused to provide the reserved room to the Complainant.

5. Further, on request of Opposite Party, the Complainant agreed to check the apartment, but he did not like the layout and the view of the apartment

and the same was also far away from the building containing hotel rooms. Further, the size, view and layout of the swimming pool & gym were also different in the apartment and that of hotel building. Therefore, he denied to accept the change in reservation and demanded for the reserved category of room.

6. The Complainant also proposed the Opposite Party to provide the room in any of the other Marriott Group Hotels in Mumbai, but the Opposite Party rejected the said proposal and told the Complainant take it or go back. The Complainant even begged to Opposite Party to provide category of room considering the special occasion of wedding anniversary but, the Opposite Party cancelled his reservation.

7. The Complainant then asked the Opposite Party to refund back the money of reservation but the Opposite Party denied the same and therefore, the Complainant at about 3.30 p.m. left for his residence and filed a complaint with Powai Police Station. Thereafter, the Opposite Party refunded the money and also offered free stay and free membership to him but the Complainant rejected the proposal.

8. Due to said incident on their special occasion day, the Complainant and his wife had to suffer through mental trauma, embarrassment & mental agony for further period of one week and also to suffer monetary loss. Further, the Complainant had to incur expenses to travel hotel, Police Station and Consumer Commission and also towards printing and stationery.

9. Therefore, the Complainant filed the present consumer complaint and prayed for compensation of Rs.5,00,000/- towards mental agony, trauma &

embarrassment suffered by him alongwith punitive damages.

10. In response to notice issued by this Commission, the Opposite Party filed their written statement and denied the allegations made by the Complainant in his complaint. The Opposite Party stated that the reservation made by the Complainant was moved from Renaissance Mumbai Convention Centre Hotel to Marriott Executive Apartments, which is in the same Hotel Complex. The Opposite Party further stated that the said reservations has been moved for convenience and operational ease, as there was a marriage party at Renaissance Hotel, which would have disturbed all the guests including the Complainant.

11. The Opposite Party further stated that amount of Rs.13,570/- as against membership charges has been refunded to the Complainant on 8th February, 2019 and also offered free suite stay at the hotel to the Complainant and his family members and a complimentary platinum status with Marriott Hotels, which the Complainant refused to accept. The Opposite Party denied other allegations made in the complaint and prayed for dismissal of complaint with cost.

12. Thereafter, the both parties filed their respective affidavit of evidence. The Opposite Party also filed written notes of arguments and Advocate Sukruta Chimalkar advanced oral arguments on behalf of Opposite Party.

13. On perusal of the complaint alongwith the documents annexed therewith and affidavit of evidence filed by Complainant as also written statement alongwith documents annexed therewith, affidavit of evidence and written arguments filed by the Opposite Party and considering the oral

arguments advanced by the Advocate for the Opposite Party, following points arise for our consideration to decide the present complaint.

POINTS

Sr. No.	Points	Findings
1.	Whether the Opposite Party is guilty for rendering deficiency in service and adopting unfair trade practice towards the Complainant ?	Yes
2.	Whether the Complainant is entitled for the relief as prayed ?	Partly Yes
3.	What order ?	As per final order

REASONS

14. **As to Point No.1 & 2** :- It is not in dispute that the Complainant took membership of the Opposite Party on payment of Rs.13,570/- and booked a room for the period of 18th January, 2019 to 19th January, 2019 in the category of Superior Hill View. It is also not in dispute that the said reservation was moved from Renaissance Mumbai Convention Centre Hotel to Marriott Executive Apartments. The Complainant’s grievance is that he was not informed about the said change in advance and he came to know about the same only when he reached the hotel for check in. Since, the Complainant booked the said room on special occasion of his marriage anniversary and the Opposite Party without prior intimation to him shifted his booking to other place which was not as per his booking as confirmed by the Opposite Party, he himself and his wife suffered trauma, embarrassment and trauma. On the other hand, the Opposite Party accepted that the booking of the Complainant has been shifted due to some other bookings i.e, marriage party in the said hotel and to avoid inconvenience to the

Complainant and other guests. It is also contended by the Opposite Party that they had refunded membership amount of Rs.13,570/- to the Complainant on 8th February, 2019 and also offered free suite stay at the hotel to the Complainant with his family members and also a Complimentary Platinum Status with Marriott Hotels, which the Complainant refused to accept. In our view, the act of the Opposite Party to shift the Complainant's booking made in December, 2018 for 18th January, 2019 on 18th January, 2019 i.e, at the time of check in without prior intimation to the Complainant clearly falls within the purview of deficiency in service and unfair trade practice, as contemplated under Sec.2(1)(g) and (r) of the Consumer Protection Act, 1986 and subsequent acts of the Opposite Party to refund the membership amount and making other offers to the Complainant after 18th January, 2019 cannot alter the position that the Opposite Party rendered deficient service and adopted unfair trade practice towards the Complainant.

15. It is proved that the Opposite Party is guilty of rendering deficient service and adopting unfair trade practice towards the Complainant and therefore, the Complainant and his family members suffered with mental agony, trauma, financial loss, etc. Further, the Complainant forced to adopt legal course for redressal of his grievance and therefore, the Opposite Party is liable to pay compensation of Rs.25,000/- alongwith costs of Rs.10,000/- on these counts. Hence, the following order.

ORDER

- 1) Consumer Complaint No.CC/16/2019 is partly allowed.
- 2) The Opposite Party is directed to pay compensation of Rs.25,000/- towards mental agony, trauma, financial loss, etc., suffered by the

Complainant and cost of Rs.10,000/- to the Complainant.

- 3) The above order shall be complied within a period of sixty days from the date of receipt of copy of this order.
- 4) Copies of this order be sent to the parties free of cost.

Pronounced
Dated 3rd October, 2023

Sd/-
[HON'ABLE MR.RAVINDRA P. NAGRE]
PRESIDENT

Sd/-
[HON'ABLE MR.S.V.KALAL]
MEMBER