

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
ERNAKULAM**

Dated this the 15th day of May, 2024

Filed on: 20/03/2019

PRESENT

Shri.D.B.Binu

Shri.V.Ramachandran

Smt.Sreevidhia.T.N

President

Member

Member

C.C. NO. 130/2019

COMPLAINANT

D. Ramesan, Puthiyattil House, Thaikkattussery P.O., Ward 11, Cherthala

VS

OPPOSITE PARTY

The Manager, Kerala Matrimony, Ravipuram, Ernakulam, Kochi 16

FINAL ORDER

V. Ramachandran, Member:

The consumer complaint filed by Sri. D. Ramesan against the Manager, Kerala Matrimony alleging deficiency of service and unfair trade practice from the side of opposite party. The complainant states that he had entered his bio-data in the site of Kerala Matrimony on 02/12/2018 and thereafter he had received several calls from the opposite party. The representative of opposite party visited the house and office of the complainant asking for Rs.4,100/- as fees. Complainant states that he had not paid the amount and asked the opposite party to provide the details of the bride but the opposite party insisted to pay the amount to find out the partner for the complainant and also to arrange the marriage. The complainant further states that he had received calls from Sini and Hansa staff of opposite party from mobile No. 7560831943, 6282194363 respectively. Finally the complainant paid the amount of Rs.4,100/- on 20/01/2019. Opposite party had not given receipt for the same.

Thereafter the opposite party had not attended his calls and the complainant went to the office of the opposite party but there was no response from the opposite party. Therefore the complainant filed this consumer complaint seeking

for issuing direction to the opposite party to refund the amount paid by him along with other reliefs.

Upon notice from the Commission opposite party appeared before the commission and filed their version.

The opposite parties in their version contented that the complainant was registered under the classic package for a period of 3 months from 21/01/2019 for the amount of Rs.4,100/- with Matri ID E4592579. The opposite party submits that they are a portal and intermediary under the Information Technology Act, 2000. The opposite party submits that the function of the intermediary is limited to providing access to communication systems over which information is made available to third parties is transmitted or temporarily stored or hosted. There is no human intervention to provide the profiles, it is all system-based. The profiles in the portal are accessed and posted by the customers and not by the opposite parties. The terms and conditions of Kerala Matrimony have already been communicated to the complainant. The terms and conditions clearly provide that the opposite party do not guarantee marriage within the service period and it is for the parties themselves to source the profiles, get connected and to take it forward into a marriage. The opposite party submits that the complainant is entitled to view any number of profiles he wants, contact 50 phone numbers out of which he has utilised all the 50 phone numbers, to send 2820 messages through the interface out of which he has sent 11 messages, to send 30 SMS and he has sent 2 SMS to other members. The opposite party also submits that they have provided the payment receipt to the complainant and his allegation that there is no payment receipt is untenable and false.

The complainant had produced 5 documents which are marked as Exbt. A1 to A5. Opposite parties do not have produced any documentary evidence.

Exbt. A1, A2, A3 and A4 are the copies of social media communications. Exbt. A5 is an advertisement in the form of palmlet.

From the above documents and the Commission has to verify the following points:

1. Whether the complainant is sustained to any sort of deficiency of service, or unfair trade practice from the side of the opposite party?
2. Whether the complainant is eligible to get any relief from the opposite party?
3. Cost of the proceedings if any?

On going through the complaint, version and evidence produced by the complainant, the Commission observed that the complainant had approached the opposite party for getting a life partner and the opposite party had accepted the amount from the complainant. The complainant alleges that he had not received the offered and promised services from the side of the opposite party. The opposite party merely washed off their hands by saying that they are only a portal and intermediary under the Information Technology Act, 2000. The counsel represented the opposite party raised strong contention. In the argument note submitted by the opposite party it is stated that “എതിർകക്ഷിയുടെ സ്ഥാപനത്തിൽ പരസ്യം ചെയ്യാൻ പരാതിക്കാരൻ അപേക്ഷ നൽകിയെങ്കിലും ആയതനുസരിച്ച് പരസ്യം നൽകിയിട്ടും പരാതിക്കാരൻറെ ഉദ്ദേശത്തിൽ വരുന്ന പെൺകുട്ടികളുടെ വിവരങ്ങൾ ലഭിക്കാത്തതിൽ ആണ് പരാതി നൽകിയിട്ടുള്ളത്. പരസ്യം നൽകിയ പ്രകാരം പരാതിക്കാരന് വേണ്ടി വന്നിട്ടുള്ള റഫറൻസ് ലിസ്റ്റുകൾ പരാതിക്കാരന് നൽകിയെങ്കിലും ഇരുകക്ഷികൾക്കും ബോധ്യം വരാത്തതിനാൽ ആകണം വിവാഹം നടന്നിട്ടില്ലാത്തത്. വിവാഹത്തിന് ആവശ്യമായ അവൈലബിൾ ഡീറ്റെയിൽസ് പരാതിക്കാരന് നൽകിയിട്ടില്ലെന്നും പരാതിയില്ല. പരാതിക്കാരൻറെ വിവാഹം നടന്നില്ല എന്നുള്ളതാണ് എതിർകക്ഷിയെ കുറിച്ചുള്ള പരാതി. വിവാഹം നടത്തിക്കൊള്ളാം എന്നും നടത്തിക്കൊടുക്കാം എന്ന് ഒരു സ്ഥലത്തും ഒരു സമയത്തും എതിർകക്ഷി പറഞ്ഞിട്ടില്ല. അപ്രകാരം പറഞ്ഞു എന്ന് കാണിക്കുന്ന രേഖയും പരാതിക്കാരൻ ഹാജരാക്കിയിട്ടില്ല.” The opposite party also submitted that the function of the intermediary is limited to providing access to

communication systems over which information is made available to third parties is transmitted or temporarily stored or hosted. There is no human intervention to provide the profiles, it is all system-based. The profiles in the portal are accessed and posted by the customers and not by the opposite parties. The terms and conditions of Kerala Matrimony have already been communicated to the complainant. The terms and conditions clearly provide that the opposite party do not guarantee marriage within the service period and it is for the parties themselves to source the profiles, get connected and to take it forward into a marriage.

It can be seen from Exbt. A5 that the opposite party had given attractive displays to catch the attention of the seekers of required and had not provided necessary services to them and the opposite party have not produced any evidence to prove that they have provided the promised service to the complainant. The complainant had also produced the public opinion from social media to substantiate his argument. Therefore it can be concluded that the complainant is only one among the many of the victims of the opposite party. Several others also had undergone the same experience from the opposite party. There is no contra evidence from the side of the opposite party in any of these points. Hence the complainant has proved Point No. 1 in his favour. Since the Point No. (1) has proved in favour of the complainant Point No. (2) and (3) are decided accordingly. Hence the following orders are issued.

1. The opposite party shall return an amount of Rs.4,100/- (Rupees four thousand one hundred only) to the complainant with interest at the rate of 6% per annum from the date of receiving the amount till realization.

2. The opposite party shall pay an amount of Rs.25,000/- (Rupees twenty five thousand only) to the complainant as compensation.
3. The opposite party shall also pay an amount of Rs.3,000/- (Rupees three thousand only) as cost of proceedings to the complainant.

The opposite party shall to comply with the above order within 30 days from the date of receipt the copy of this order.

Pronounced in the Open Commission on this the 15th day of May, 2024


V. Ramachandran, Member


D.B. Binu, President


Sreevidhya T.N, Member

Appendix

Complainant's Evidence

- Exbt. A1: Copy of social media communication
- Exbt. A2: Copy of social media communication
- Exbt. A3: Copy of social media communication
- Exbt. A4: Copy of social media communication
- Exbt. A5: Copy of advertisement

Opposite party's Exhibits

Nil

Deposition

Despatch date:
By hand: By post
kp/

CC No. 130/2019
Order Date: 15/05/2024