

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**U.T. CHANDIGARH**

Consumer Complaint No. : 490/2023
Date of Institution : 29.09.2023
Date of Decision : 29.05.2024

Kashish Kulbhushan Soi s/o Sh. Kulbhushan Soi, R/o H. No. 1200, Sector 18-C, Chandigarh.

...Complainant

Versus

1. M/s Smaaash Leisure Limited, through its Authorized Representative, Vrinder Singh, Plot No. 24, 1st Floor, Berkley Square, Industrial Area, Phase 1, Chandigarh-160002
2. M/s Smaaash Leisure Limited, through its Authorized Signatory, Shrinath Subhash Gaikwad, 403, Udyog Mandir No.2, Mogul Lane, Mahim (West), Mumbai, Mumbai City, MH 400016

...Opposite Parties

BEFORE:

**SHRI AMRINDER SINGH SIDHU,
SHRI B.M.SHARMA**

**PRESIDENT
MEMBER**

Present:-

Complainant in person.

None for OP No.1 (Defence already struck off)

OP No.2 exparte.

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

1. The complainant has filed the present complaint pleading therein that he visited OP No.1 on 21.08.2023 at around 7:30 pm with his family to play bowling and Ms.Shivani, an employee of OP No.1 informed that he was required to get a "Gaming Card" created in which he would need to get a recharge done to avail the services offered by the OPs. The complainant chose ₹1500/- recharge from the price list which states that the consumer was given a Gaming Card with a balance of ₹1500/- upon a payment of ₹1530/- (₹1500/- + 30/- Card Creation Charges) and a complimentary ₹100/- F&B Voucher that could be availed on the same day against Food and Beverages. He paid the amount in full to OP No.1 for the creation of a new Gaming Card including the balance of ₹1500/- under his name, Invoice No. G04-20-1-273010 (Annexure C-3). He spent Rs.1196/- out of 1500/-and bought 4 Bowling Passes of Rs.299/- each which was the listed pricing for 6 p.m. to Closing slot. Hence, ₹299/-x 4 makes ₹1196/-. He visited OP No.1 again on 22.08.2023 at around 1.00 p.m. with his family to play bowling again and presented the Gaming Card at the counter and requested for two passes of bowling Rs.149/- each, making total of Rs.298/- from the balance amount of ₹304/-, which was the listed price for the 10.00 am to 2.00 pm slot as is evident from the bowling prices annexed as Annexure C-4. However, the OPs refused to process the demand by stating that the remaining balance of ₹304/- can't

be utilized for bowling at the given time slot since the said amount was a "Cashback Bonus". It has been averred that on the previous day i.e. on 21.08.2023, when the Gaming Card was created, no such condition was communicated nor was any document shown regarding the same and furthermore the same was not displayed at the counter alongside the pricing list. It has further been averred that even if such was the case, why weren't the supposed "Cashback Points" utilized for payment on 21.08.2023 when the complainant played bowling in the 6 pm to Closing slot. To this, Ms. Anu initially didn't have a reply but then called upon Mr. Vrinder who concocted a response to the tune that the supposed "Cashback Points" can't be redeemed before utilizing supposed "Credit Points". The Complainant again objected that no such thing had ever been conveyed to him at the time of the creation of the Gaming Card and neither was any such fact mentioned in the terms and conditions that were presented to him alongside the pricing list (Annexure C-2). It has further been averred that upon the Complainant's protest he was subsequently presented with another pricing list by OP No.1 that was inapplicable to the Complainant as it did not feature Rs.1500/- recharge that was paid for by the Complainant but instead a completely different values of recharge packages. Subsequently, the complainant served a legal notice dated 28.08.2023 upon the OPs but to no effect. Alleging that the aforesaid acts of omission and commission on the part of the OPs amount to deficiency in service and unfair trade practice, the complainant has filed the instant complaint seeking directions to the OPs to pay compensation for mental agony and physical harassment as well as litigation expenses.

2. Defence of OP No.1 was struck off vide order dated 29.11.2023.
3. Despite due service through registered post, OP No.2 failed to put in appearance and as a result thereof it was ordered to be proceeded against exparte vide order dated 24.11.2023
4. The complainant filed affidavit and documents in support of his case.
5. We have heard the complainant in person and have gone through the documents on record.
6. It is observed from the facts on record that the grouse of the complainant is that the OP had refused to issue two passes of bowling @ Rs.149/- each out of the balance amount of Rs.304/- of the gaming card, which was the listed price for 10.00 A.M. to 2.00 P.M. slot (Annexure C-4). The complainant has not been able to place on record any terms and conditions of the gaming card to show that the OP had to issue the passes for the bowling for the remaining/balance amount of the gaming card especially when the complainant was issued cashback points for the said amount. Therefore, the complainant has failed to make out any case of deficiency in service towards the OP. However, the complainant is at liberty to encash the casback bonus/points.
7. In view of the above discussion, the present complaint is partly allowed. The OP is directed to encash the cashback Bonus/points as and when such a request is made by the complainant.
8. The pending application(s) if any, stands disposed of accordingly.
9. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

Announced in open Commission

29.05.2024

sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER