

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, HOOGHLY
CC OF 2021
PETITIONER
VERS
OPPOSITE PARTY

Complaint Case No. CC/19/2023
(Date of Filing : 01 Feb 2023)

1. SUBHRAJIT DAS

BENEPUKUR, WARD NO. 14, P.O AND P.S- ARAMBAG,
PIN- 712601

HOOGHLY

WEST BENGAL

.....Complainant(s)

Versus

1. BYJUS

MANAGER OF THINK AND LEARN PVT LTD., TOWER D,
IBC KNOWLEDGE PARK, 4/1 BANERGHATTA MAIN RD,
PIN- 560029

BENGALURU

KARNATAKA

2. BYJUS THINK AND LEARN PVT LTD

BRANCH MANAGER, 12TH FLOOR, SRIJAN TECH PARK,
SECTOR 5, P.S- ELECTRONICS COMPLEX, KOLKATA
700091

KOLKATA

WEST BENGAL

.....Opp.Party(s)

BEFORE:

HON'BLE MR. Debasish Bandyopadhyay PRESIDENT

HON'BLE MR. Debasis Bhattacharya MEMBER

PRESENT:

Dated : 27 Sep 2023

Final Order / Judgement

Debasis Bhattacharya:- Presiding Member

Having been aggrieved over and dissatisfied with the Opposition parties' deviation from the commitment of making refund, of the entire amount, which was paid by the Complainant to the OPs against the learning app provided by the OPs (hereinafter referred to as OP in general) of the address as mentioned before, the instant complaint petition has been filed by the complainant u/s 35 of the Consumer Protection Act 2019. Both the OPs belong to the same organization.

Firstly, it should be mentioned here, before proceeding in the matter of disposal of this case, that the case runs ex parte against the OP, as, in spite of proper service of notice, the OP apart from submitting the written version, preferred not to appear before this Commission at any further stage of the proceedings.

Brief facts culminating to the institution of the instant complaint are that the OP is basically involved in the business of providing online/offline education kit.

However, on being contacted by an authorized agent of the OP, the Complainant agreed to purchase the learning app of the OP for his daughter and made an instant payment of Rs.5,000/- in cash and arrangements were made to make payment of the balance amount of Rs.60,000/- by taking a loan from a private finance company which was also reportedly arranged by that authorized agent. The loan was to be paid off by the Complainant in equated monthly installments.

Allegedly, the authorize representative while selling the kit which was actually a learning app, assured the Complainant that in case of dissatisfaction with the learning app, the entire amount would be refunded if intimated within 15 days of delivery of the product.

The OP provided a Lenovo brand tablet and a bag to the Complainant through courier for using the kit.

However having been dissatisfied with the learning app and preoccupied with other academic program, the Complainant's daughter was not inclined to continue with the course which was to be imparted through the learning app.

Consequent upon that, the Complainant claims to have sent e-mails to the opposite party within 15 days of delivery of the product, i.e. on 30.07.2022 and further reminder on 06.08.22 requesting for cancellation of 'registration'.

The authorized representative of the OP reportedly asked the Complainant to pay Rs.9498/- through UPI for such cancellation and the Complainant claims to have paid that amount on 03.09.23 and thus got an assurance from the authorized person that no further amount would be deducted from his bank account towards EMI.

But as the deductions of EMI from his bank account were continued, the Complainant intimated the matter to all concerned quarters by several mails and letter. But the same yielded no result.

Considering the OP's treatment with him as 'deceitful attitude and unfair trade practice' the complaint petition has been filed in which the petitioner prays for imposing direction upon the OP to make refund of Rs.5000/- initially paid against the learning app, the entire amount already deducted from his bank account as EMI and the amount of Rs.9498/- paid against cancellation in advance, to pay Rs.2,00,000/- as compensation for causing harassment, and mental agony and not to deduct any further EMI from his bank account.

The Complainant's declared residential address is within the district of Hooghly.

The claim preferred by the complainant does not exceed the limit of Rs.50,00,000/-

Thus, this Commission has territorial as well as pecuniary jurisdiction to proceed in the instant case.

Materials on records viz. the complaint petition, evidence on affidavit, annexed documents and brief notes of argument filed by the complainant are perused.

The Complainant along with his petition has filed copies of a purported money receipt, certain mails, the letter written to the OP and a few illegible bank statements.

Decision with reasons:

In para-wise replies incorporated in the written version, the only representation submitted by the OP till date, the statements made by the Complainant in paragraph 2,3,4,5 and 6 have not been denied by the OP. The issue related to 15 day trial period has also not been denied by the OP.

The OP even expresses their intention to make the refund on submission of the bank account details by the Complainant.

The OP does not even raise any objection in the matter of retaining the tab and the course materials by the Complainant.

The affidavit annexed to the notarized written version is sworn by one Sri Nadim Mumtaz as authorized representative of the OP, in the capacity of Senior Manager, Operations.

Now, in view of all the aspects of the case this Commission is of the view that the OP in spite of giving specific assurances about refund of the entire amount in case of dissatisfaction after the 15 days trial, deliberately tried to be indifferent towards the said refund and misled the Complainant in one way or the other. Besides, in a thoroughly unjustified manner realized an amount of Rs.9498/- against cancellation of registration.

The entire developments indicate at unfair trade practice and mala fide intention of the OP.

However the OP at last appears to have been inclined towards making refund of the entire amount to the Complainant.

Hence, it is

ORDERED

that the complaint case bearing no.CC/19/2023 be and the same is allowed ex parte but in part.

Directions are being imposed upon OP in general and OP 2 in particular to refund back the entire amount of Rs.65,000/- realized against the learning app and further Rs.9498/- realized against the cancellation of registration to the Complainant on submission of the bank account details.

Apart from the above, the OP will also be liable to pay further Rs.5,000/- to the Complainant as compensation for causing harassment and mental agony.

Let a plain copy of this order be supplied free of cost to the parties or their authorized Advocates/Agents on record, by hand against proper acknowledgement or sent by ordinary post for information and necessary action.

The final order will be available in the respective website i.e. www.confonet.nic.in

**[HON'BLE MR. Debasish Bandyopadhyay]
PRESIDENT**

**[HON'BLE MR. Debasis Bhattacharya]
MEMBER**