

**DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, FATEHGARH SAHIB**

RBT No.	:	CC/308/2018
Consumer Complaint No.	:	RBT/CC/308/2018
Date of Institution	:	15.03.2018
Date of Decision	:	21.05.2024

Harmanjit Singh s/o Shri Amrik Singh, aged about 42 years, R/o House No.2369, Phase 10, Mohali (SAS Nagar), Punjab.

.....Complainant

Versus

M/s Vodafone Mobile Services Limited, C-131, Industrial Area, Phase-8, Mohali, Punjab, through its Regional Business Head, Mr. Arvind Nevatia.

.....Opposite Party

**Consumer Complaint under Section 12 of
the Consumer Protection Act, 1986 (old).**

QUORUM:

Shri Sanjeev Batra, President
Ms. Shivani Bhargava, Member
Shri Manjit Singh Bhinder, Member

Present:-

For the complainant : In Person.

For OP : Shri Anwar Hussain, Advocate.

PER MANJIT SINGH BHINDER, MEMBER:

ORDER:

Shorn of unnecessary details, the facts of the case are that the complainant was the consumer of OP as he had been using their

services since January 2015, vide Mobile No.75084-41800. The complainant had to travel abroad for office work from 5th November 2017 to 13th of November 2017. He activated International roaming (IR) pack on 4th of November 2017 as he needed to visit United States of America. Vodafone confirmed to have activated the same, vide SMS dated 5th of November, 2017. Upon reaching Frankfurt Airport, Germany where his flight had a halt for a few hours, he noticed roaming pack was not activated. He wrote to Vodafone immediately on feedback.customer@vodafone.com. When he landed in USA again he noticed that his IR pack was not activated, hence, he was unable to call or receive any call. He had to face a lot of difficulties as he could not call his driver and hotel. Next day itself Admin. Secretary of the complainant, Ms. Sheeja Prasad, informed Customer Care by phone as well as wrote a mail stating non-activation of IR pack. The complainant received a mail from Vodafone asking him to change some settings in his handset. Despite changing the settings International Roaming did not work. He immediately brought the same to the notice of Vodafone again. Upon returning to India the complainant noticed that his bill was charged with Rs.3,500/- + taxes on account of IR. He lodged the complaint with Vodafone regarding the same and was issued

reference number 313313754 dated 21.11.2017. His outgoing services were disconnected from 24th November, 2017 and he again brought the matter into the notice of Vodafone. He received mail from Vodafone dated 25.12.2017 through Ms. Rupali Dound (Vodafone Corporate Relations Department) that his IR charges would be waived off and waiver would reflect in his bill dated 21st of December 2017. But outgoing services were not activated. The complainant wrote to Nodal Officer of Vodafone, Punjab Circle requesting to activate his services on 28.12.2017 and waive off IR charges. Nodal Officer issued another docket number 208729823 dated 29.11.2017. Nodal Officer assured to resolve the problem by 1st of December 2017 but the problem was not resolved. The services were restored only after he wrote to Nodal Officer of Telecom Ministry of India but again disconnected. Vodafone bill collection employees had been harassing him continuously since 9th December using contact No.01207166300. They used to call him multiple times daily basis to disturb his schedule. His services had again been deactivated since 21st of December, 2017 despite payment of his due bill on time. Vodafone collection team was daily disturbing him by calling repeatedly since 9th of December 2017 and every day they engaged him over the call for a few minutes and

promised him to come back with a resolution of his matter within 48 hours. While in USA from 5th of November 2017 to 11th of November 2017 he incurred lot of hardships due to non-activation of IR. He could not connect his family and friends. He could not do call of duty normally. He could not contract taxi driver and had to spend lot of time locating him. He could not connect his direct reports in India as well as his colleagues in US via phone. Vodafone despite of assuring and admitting their mistake was deactivating his services, which was causing further pain to him. Currently being a Senior Level Corporate Manager he had become a laughing stock due to deactivation of his mobile services. Second most objectionable false claim on the part of Vodafone is that it claimed that in the 10 days package for Rs.3,500/-, they will provide 3G/4G services. In fact, he came to know in Denver (USA) that their partner T-Mobile offered only 2G services in Denver, which amounts to cheating on the part of Vodafone. The complainant was forced to share his new contact No.98159-92369 to a number of his friends across India. Some of his friends were still calling him to enquire about new number and his well being as they were worried about sudden disconnection of his mobile number. Alleging deficiency in service and adoption of unfair trade practice on the part of the OP,

the present complaint has been filed for issuance of following directions to it:-

- a) To restore services to his mobile number with immediate effect;
- b) To pay Rs.50,000/-, as compensation, for causing harassment, humiliation, loss of reputation, stress, disruption to business duties, mental agony due to their negligence, deficient service, illegal and unlawful acts;
- c) To pay Rs.25,000/-, as compensation, for putting additional burden of changing the phone number and communicating the same across to his large network of contacts;
- d) To pay Rs.10,000/- as litigation charges;
- e) To bar from using advertisement assuring “unlimited 3G/4G data International roaming (IR) for Rs.3,500/-;
- f) To put a suitable fine on OP for misleading the consumers and making false promises.

2. Upon notice OP appeared and filed its reply taking certain preliminary objections to the effect that the complainant was provided with 10 days package for Rs.3,500/- along with internet services but he himself failed to change the mobile settings of his mobile phone for the use of the services provided to him and made

false allegations against the answering OP. The International Roaming pack activation information had been given to the complainant that the pack was currently active on his mobile phone for 10 days and the same will automatically deactivated post 10 days i.e. on 14.11.2017 and one interaction number was also given to the complainant for assistance. OP had duly replied to the e-mail sent by the Admin. of the complainant and asked him to change the settings in his handset for use of activated International Roaming services. The OP has waived off an amount of Rs.4,130/- as per the grievance of the complainant that he had failed to use the International Roaming pack during his visit to USA. The waiver amount of Rs.4,130/- was to be adjusted towards the next bill circle i.e. on 21.12.2017. It was difficult to resolve the mobile/handset setting problem of the complainant as the OP was unable to directly contact to him while he was at abroad. The OP had duly replied to the calls made by Admin. Secretary Ms. Sheeja Prashad of the complainant and it was also replied to the e-mails sent by him and Ms. Sheeja Prashad. OP asked the complainant to give an alternative Mobile Number (Hotel or Landline number) in order to get in touch with him. The OP also has also sent mobile setting through an e-mail to the complainant as he was using the mobile

services. On merits the availing of services by the complainant from the OP as alleged in the complaint have been duly admitted. Almost similar averments have been made as have been made in the preliminary objections.

3. In support of his complaint, the complainant has placed on record his own affidavit as Ex.CW-1/1 and documents i.e. copies of e-mails dated 5th of November 2017 as Ex.C-1 to Ex.C-4, copy of Automatically choose preferred network as Ex.C-5, copy of mail dated 3.10.2017 as Ex.C-6, his own another affidavit dated 6.12.2018 along with copy of e-mail dated 29.11.2017 and another affidavit of the complainant as Ex.CW-1/2. Copy of visiting card of the complainant as Ex.C-7, copy of visa approval as Ex.C-8, copy of Travel Summary as Ex.C-9, copy of Reservation Confirmation as Ex.C-10, copy of mail as Ex.C-11, copy of another mail as Ex.C-12, screen shot of message as Ex.C-12A, copy of another mail as Ex.C13, copy of Vodafone bill as Ex.C-14, copy of mail as Ex.C-15, copy of messages as Ex.C-16, copy of mail dated 11.7.2018 as Ex.C-17, copy of payment receipt dated 22.11.2017 as Ex.C-18, copy of messages as Ex.C-19, copy of quick bill pay as Ex.C-20, copy of mail dated 25.11.2017 as Ex.C-21 and copy of message as Ex.C-22.

4. On the other hand, OP has placed on record affidavit of its Authorized Signatory Manoj Madan as Ex.OP-1/1 along with copy of Vodafone bill as Ex.OP-1.

5. We have heard the complainant in person and learned counsel for the OP. We have also gone through the record of the case.

6. The crux of the complaint is that the complainant got International Roaming on his mobile No.75084-41800 from the OP for 10 days for the period from 4.11.2017 to 14.11.2017. The OP confirmed activation of International Roaming to the complainant on 5.11.2017. However, during his journey the complainant observed that International Roaming on his phone was not activated while he was at Airport in Germany. On reaching USA the complainant again noticed that the International Roaming on his phone was still not activated. The complainant has furnished in evidence his communication with OP regarding non-activation of International Roaming on his phone, vide Ex.C-1 and Ex.C-2. Vide Ex.C-5 the complainant has proved that the OP did not have 3G or 4G facility at Denver (USA) and only had 2G facility. A number of e-mails were sent by the complainant regarding non-activation of the International Roaming on his phone to OP but his grievance could not be redressed.

7. The OP in its version and affidavit has reiterated that the complainant was provided with 10 days roaming package along with 3G and 4G Internet services (in para 19 of Ex.OP-1/1) but the complainant has himself failed to change the mobile setting of his phone for the use of the services provided to the complainant. On this issue the complainant has furnished the evidence that the OP did not have 3G or 4G facilities in USA, vide Ex.C-5. The OP has claimed having 3G or 4G International Roaming Services in USA but it has not tendered any evidence in support of this contention.

8. From the averments of the complaint, version of the OP and the evidence brought on record, we are convinced that the complainant suffered harassment and mental agony due to non-functioning of International Roaming, which he obtained from the OP before proceeding to USA. Agreeably he must have suffered harassment being unable to communicate through his phone. It certainly amounts to deficiency in service on the part of the OP.

9. In view of our above discussion, it would be just and appropriate if this complaint is partly allowed and the complainant is awarded a sum of Rs.20,000/- as composite compensation. Accordingly OP No.1 is directed to pay a sum of Rs.20,000/- to the complainant within a period of 30 days from the date of receipt of

certified copy of this order, failing which the same shall be paid by it along with interest at the rate of 8% per annum from the date of this order till date of actual realization. Copies of this order be sent to the parties free of cost as per Rules. File be indexed and be sent back to the District Commission, Mohali.

10. This complaint was entrusted to this Commission by way of transfer on 26.11.2021 and the same could not be decided within the statutory period for want of effective quorum.

(SANJEEV BATRA)
PRESIDENT

(SHIVANI BHARGAVA)
MEMBER

(MANJIT SINGH BHINDER)
MEMBER

Pronounced on : 21.05.2024

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Present:-

For the complainant : In Person.

For OP : Shri Anwar Hussain, Advocate.

Vide our separate detailed order of even date, this complaint is partly allowed and OP No.1 is directed to pay a sum of Rs.20,000/- to the complainant within a period of 30 days from the date of receipt of certified copy of this order, failing which the same shall be paid by it along with interest at the rate of 8% per annum from the date of this order till date of actual realization. Copies of this order be sent to the parties free of cost as per Rules. File be indexed and be sent back to the District Commission, Mohali.

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Pronounced on : 21.05.2024

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