

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION: MEDAK AT SANGAREDDY**

PRESENT:-Smt.P.Kasthuri.... President
Sri GajjalaVenkateswarlu... Member
Sri Makyam Vijay Kumar.... Member

Monday the 09th day of February, 2026

CC.No. 47 of 2025



Between:-

✓ HarshaVardhanGujjeti S/o Kandi SreenivasaRao,
Aged about: 24 years, Occ: Advocate, R/o. H.No. 3-45,
Old R.C. Puram, Ramachandrapuram, Sangareddy District,
Telangana – 502032.

....Complainant

And

1. **M/s. INOX Leisure Ltd.,** (Sattva Necklace Mall),
Rep. by its Authorised Signatory / Representative,
4th Floor, Sattva Necklace Mall, Kavadiguda Main Road,
Secunderabad, Hyderabad, Telangana – 500080
2. **M/s. Big Tree Entertainment Pvt. Ltd.,**
Rep. by its Authorised Signatory / Representative,
Ground Floor, Wajeda House, Gulmohar Cross Road No.7,
Juhu Scheme, Mumbai, Maharastra – 400049.
3. **M/s. PVR Inox Ltd.,**
Rep. by its Authorised Signatory / Representative,
7th Floor, Lotus Grandeur Building, Veera Desai Road,
Opp: Gundecha Symphony, Andheri (W), Mumbai – 400052.

....Opposite Parties

Counsel for the Complainant:- Sri. D. SaiVikranth
Counsel for the Opposite Party No. 1 :- None
Counsel for the Opposite Party No. 2 :- A. Bal Reddy
Counsel for the Opposite Party No. 3 :- Sri. M. Naga Deepak

This case came up for final hearing before us on 22.01.2026, in the presence of Sri. D. SaiVikranth Advocate for the Complainant; None appeared for the Opposite party No.1; Sri A. Bal Reddy advocate for Opposite party No.2 and Sri. M. Naga Deepak Advocate for Opposite Party No.3; upon perusing the material papers on the record, upon hearing and having stood over for consideration till this day, this commission passed the following:-

ORDER

(Per se Smt.P.Kasthuri,President)

This Complaint is filed U/S-35 (1) of the Consumer Protection Act, 2019, praying a) To direct the opposite parties No.1 refund the mount paid by the complainant for the movie tickets Rs. 483/- (Rupees

Four Hundred and Eighty three Only) b) To pay compensation or otherwise damages for monetary loss harassment and mental agony addressed at Rs.8,00,000/- (Rupees Eight Lakhs Only) c) To direct the opposite parties No.1, No.2 and No.3 to pay legal cost for the present proceedings fees RS. 2,00,000/- (Rupees Two Lakh Only).

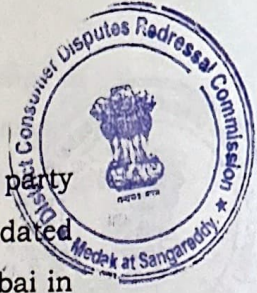


The Case of the Complainant in brief:-

1. It is the contention of the complainant that he booked 2 movie tickets for himself and his friend from Opposite party No.2 platform by paying an amount of Rs.483/- for the movie "Court : State VsA Nobody which commences at 10.00 PM on 15th march 2025 at venue of Opposite Party No.1 . Complainant and his friend entered the screen No.7 of Opposite Party No.1 to watch the movie but the opposite party No.1 delayed the screening of the show and started the movie at 10:09 pm instead of 10.00PM. There was a delay of 9 minutes, the Opposite Party No.1 had telecasted advertisements of the companies and trailers of the upcoming movies between 10.00 pm - 10:09 pm. Complainant further contented the duration of the movie is 1 hour 53 minutes and the show was supposed to end at 11: 53 PM but had ended at 12:02 PM wasting of nearly 10 minutes of the complaint and other viewer's time. Due to the said delay caused by the opposite party No.1, complainant could not attend to other engagements and appointments with his clients being a legal practitioner which were scheduled after the movie and had faced a loss which cannot be calculated in terms of money as compensation. The said acts of opposite party amounts to deficiency in service and also constitutes unfair trade practice as they have wrongly communicated the show timings to take undue advantage by playing advertisements despite paying the considerable sum to the opposite party. Hence the complaint.
2. Notices were served upon all the Opposite Parties and the Opposite Party No.2 filed Vakalaththrough Sri A.Bal Reddy & also filed written version on 30/05/2025 and opposite party No.3 filed vakalaththrough Sri. M. Naga Deepakand written version on 28.04.2025.

II. Written version opposite parties No.1 in brief :-

3. Notice to Opposite Party No.1 was returned the opposite party No.1 is amalgamated with M/s PVR limited vide order dated 12-01-2023 of the National Company Law tribunal, Mumbai in C.P.(CAA)/207/MB/2022. Pursuant to the said order M/s Inox Leisure Limited has been dissolved and has been amalgamated with M/s. PVR Limited. Subsequently M/s PVR Limited has changed its name to M/s PVR Inox Limited who is the Opposite party No.3 herein. Thus, the opposite party No.1 is M/s Inox Leisure Limited does not exist as on date.



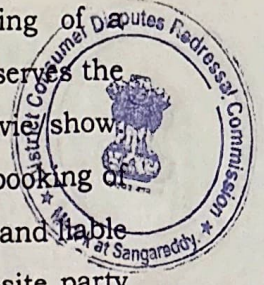
III. Written version opposite parties No.2 in brief:-

4. Opposite party No.2 in reply to the complaint had submitted that all the allegation made in the present complaint against them are false, incorrect, and baseless and therefore denied. The facts and circumstance stated in the complaint are just an afterthought of the complainant and the present complaint has been instituted for the sole purpose of extortion money and harassing them. Opposite party also submitted that the present complaint is wholly misconceived and is without any merit, which prima facie proves the malafide intention and bad conduct of the complainant and that the present complaint is unsustainable in law as-well-as on facts and is a gross abuse of process of law and on this ground alone, the present complainant was liable for dismissal.
5. The opposite parties further submitted that this Commission at Sangareddy has no jurisdiction to try the case as their office is located at Ground floor, Wajeda House, Gulmohar Cross Road N.7, Juhu Scheme, Andheri (West) Mumbai, Maharashtra-400049.
6. It is also submitted that there is no averment with regard to deficiency of service in the complaint against them which constitutes deficiency in service. There is no such fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of rendering service has been attributed to them.
7. The Opposite party No.2 contented that the main allegations under the present complaint are only against the Opposite party No.1 and



3. The Opposite party No.1 had telecasted advertisements of the companies and trailers of the upcoming movies between 10:00pm to 10:09pm which wasted 09 minutes of the complainant. The show was supposed to end at 11:53 pm, but ended at 12:02 am (wrongly mentioned as 12:00 PM in the complaint. Due to the delay caused by the Opposite party No.1, the Complainant could not attend the other arrangements and appointments with his clients being legal practitioner which were scheduled after and had faced a loss. The showing of advertisements, trailers etc. is completely the choice of the movie theatre i.e., the opposite party No.1 and the Opposite party No.2 has nothing to do with this. The scope and object of Opposite party No.2 was limited and restricted to online booking of tickets. It merely acted as an intermediary of the Opposite party No.1 for the booking of tickets on its behalf and was only required to facilitate booking of tickets for the complainant which was admittedly performed by them.
8. The opposite party No.2 (M/s Big Three Entertainment Private Limited) further submitted that it is a company registered under the provisions of the companies Act, 1956 having its Registered Office located at the aforesaid address, operates online entertainment ticketing portal(www.bookmyshow.com) and the mobile application under the brand name "BookMyShow" which are internet-based ticket booking platforms. The opposite party No.2 through its website and mobile application provides the facility to reserve/book tickets for cinemas, plays, concerts sports event across cities and rural areas throughout India.
9. The opposite party No.2 received the credit of the payment towards the movie tickets, it has immediately generated the Booking ID-TPAVJH5 against the movie to the complainant on his registered email and the mobile number. The booking confirmation and the tickets were successfully delivered to the complainant on time. The complainant has not raised any grievance regarding booking of tickets. Hence, there was no deficiency of service with regard to booking of tickets. The Opposite party No.2 at all times, displays/communicates on its platforms, the price of a ticket and all the information including the timing of show etc. as notified by the movie theatre and it cannot voluntarily change such information. They sell tickets on behalf of the opposite party No.1

and does not control the management and/or timing of a movie/show. It is the Opposite party No.1 who's solely reserves the right to control the management and timing of a movie show. Hence there was no deficiency of service with regard to booking of tickets; therefore, the said complaint is not maintainable and liable to be dismissed on this ground alone against the Opposite party No.2.



IV. Written version opposite parties No.3 in brief:-

10. The Opposite party No. 1&3 submitted that M/s. Inox Leisure Limited has got amalgamated with M/s PVR Limited by virtue of an order dated 12-01-2023 passed by the National company Law Tribunal, Bench at Mumbai in C.P.(CAA)/207/MB/2022. Pursuant to the said order M/s Inox Leisure Limited has been dissolved and has been amalgamated with M/s. PVR Limited. Subsequently M/s PVR Limited has changed its name to M/s PVR Inox Limited who is the Opposite party No.3 herein. Thus, the opposite party No.1 is M/s Inox Leisure Limited does not exist as on date.

11. The Opposite party No.3 submitted that the main grievance of the complainant is that opposite party No.1 and 3 has allegedly wasted nearly 9 minutes of the complainant by delaying the show for about 9 minutes and as a consequence, the complainant could not attend other arrangements and appointments with his client being legal practitioner which were scheduled and faced a loss. Opposite party No.1 and 3 submits that it is absurd for the complainant to state that he has scheduled arrangements and appointments with his clients at 12:00 am i.e., in the midnight i.e., after 11:53 PM. Further the runtime of the movie "Court: A state Vs. Nobody" is not 1 hour 53 minutes as stated by the Complainant. The running time of the movie is 2 hours and 30 minutes. A copy of the CBFC certificate is filed as Documents R3. Therefore the expectation of the complainant that the movie was to end at 11:53 PM is absolutely incorrect if the movie began at 10:00PM the movie would have ended at at least 12:30PM (Excluding any interval) and not at 11: 53 PM as per the complainant's wishful expectation. Therefore the expectation of the complainant that he would return to work and that there was an alleged 9 minute delay is illogical.



12. The Opposite party No's. 1 and 3 further submitted that they strictly prohibit video-taping or recording of the films telecasted in their theatres, in order to protect copyright. The action of the complainant in video-taping the films on his personal device without the knowledge of the opposite party No.1 and 3 is illegal, unauthorized and a violation of the provisions of the copyright Act, 1957 and would definitely reserve the right to initiate appropriate criminal proceedings against the complainant in this regard.

13. The opposite party No.3 submitted that all cinema theatres are legally obligated to screen public service Announcements and videos provided by the central Government and State Government on topics of social importance. The Public service announcements are mandated by the guidelines provided by the ministry of Information and broadcasting, which states that Public service Announcements are to be mandatorily displayed prior to the start of the film, which means that there advertisements need to be aired while the movie theatre has accommodated all its viewers.

14. The main objective of such announcements is the spread of awareness amongst the citizens on important social issues such as education agriculture and rural development welfare of women and weaker sections, Swachh Bharat etc. These public service announcements are screened during prime time, prior to screening of any movie, when the audience is seated inside the theatre. Hence there was no undue or inordinate delay in screening the movie, as alleged by the complainant.

15. In addition to the above certain Indian News Reels (INR) provided by the Films Division (Government of India), other mandatory slides showing exits and emergency escape routes, and emergency contacts for ambulances, etc., are also duly played before each show across all multiplexes in the country for providing instructions to the audience members in case of an emergency occurring in the movie theatre during the course of the film in terms of the guidelines laid down by the Hon'ble Supreme Court in the Uphar Cinema tragedy case i.e. Civil Appeal No. 7114-15/2003 being Municipal Corporation of Delhi, Delhi v. Association of Victims of Uphaar Tragedy & Ors.

16. Hence right to exhibit the advertisements, PSAs, commercials and movie trailers are well within the right of the Opposite party No. 3 to carry on trade and business which is guaranteed by Article 19(1)(g) of the Constitution of India. This right includes all activities which enable citizens to generate economic benefits. Further, as held by the Hon'ble Supreme Court in K.C. Cinema Vs. State of Jammu & Kashmir reported in (2023), 5 SCC 786 (para 23), a cinema hall is a private property of the owner of the hall. The owner of the hall is entitled to stipulate terms and conditions so long as they are not contrary to public interest, safety and welfare.

17. Opposite party No.1 & 3 also submitted that, the Complainant along with his friends had watched the entire movie which ran without any interruptions and enjoyed the services and infrastructure offered by the Opposite Parties. Therefore, there is no basis for him to make a complaint against the Opposite Parties. As held by the Hon'ble Supreme Court in K.C. Cinema Vs. State of Jammu & Kashmir (supra) (at para 27), whether to watch a movie or not in entirety is within the choice of the viewers and if a viewer enters a cinema hall, he must abide by the terms and conditions subject to which the entry is granted. Having reserved the right of admission, it is up to the Opposite Parties to regulate the manner in which the movie is exhibited so long as it is not contrary to public interest, safety and welfare. Therefore, the Complainant's allegations are not only contrary to facts but also have no basis. Hence prays the dismissal of the complaint.

II. The Evidence of the complainant: The complainant filed his evidence Affidavit on 03-07-2025 and examined himself as PW No.1 and got his documents marked as Ex.A.1 and Ex.A.4 on 03.07.2025.

III. The Evidence of the Opposite parties: The Opposite party No.2 filed their evidence Affidavit on 19-09-2025. And the Opposite party No.3 filed their evidence Affidavit on 02.09.2024 and examined its authorized signatory as RW No.2 and got their documents marked as Ex.B.1 and Ex.B.6 on 15.10.2025.

IV. The complainant filed written argument on 02.12.2025 made oral submissions on 22/01/2026.

V. The Opposite party No.2 filed a memo stating that their written version may be treated as written and Oral arguments. The opposite

party No.3 filed their written arguments on 02.12.2025 along with citations & made oral submissions on 22/01/2026.



Now the points for consideration are: -

- Whether there is any deficiency of services and negligence of Opposite Parties?
- (b) Whether the complainant is entitled for the relief Claimed against the Opposite Parties?
- (c) If so, to what relief?

V. Points No. (a) and (b):-

18. We have perused the complaint, written version and the documents filed by both the complaint and the opposite parties. Heard their arguments as well. The movie "Court: State VsA Nobody" is a film duly censored and screened with the opposite Party No.1 which has got amalgamated with the Opposite party No.3 and that the Opposite party No.1 is now non-existence according to the order dated 12.01.2023 of the National company Law Tribunal (NCLT), Mumbai Bench Court-III.
19. Admittedly, the complainant has purchased the tickets for the above said movie under Ex.A1 from Opposite party.2 by paying a sum of Rs.483/- for 2 persons through their online portal.
20. The allegation of the complainant is that the movie show time was 10:00 pm and the duration of the movie was 1 hour 53 minutes. As per the schedule, the movie was supposed to start at 10:00 pm but the theatre (Opposite Party No.1) telecasted commercial advertisements and trailer of upcoming movies from 10:00 pm to 10:09 pm. The actual movie began only at 10:09 pm and ended at 12:02 pm resulting in a delay of 9 minutes. This delay of 9 minutes was stated to be wasted Complainant's valuable time forcing him to forgo pre-scheduled client meetings and professional arrangements after the movie show and caused him loss of time, mental agony, inconvenience and professional loss which cannot be quantified in money.
21. Whereas the Opposite Party No.2 denied liability stating that it acted only as a booking intermediary and has no control over the

management and the timings of the movie. Thus there was no deficiency in service on their part.



22. The Opposite party No.3 also denied its liability stating that the duration of the movie was not 1 hour 53 minutes but was 2 hour 30 minutes as per the CBFC Certificate and also submitted that it was obligatory on their part to screen Government-mandated Public Service Announcements (PSA), Indian new reels, Safety instructions and emergency information before the start of the movie and after the seats in the theater are accommodated by the public to disseminate information and cannot screen without the public, thus there was no deficiency in service on their part.

23. On perusal of Ex. B3, the Certificate issued by the Central Board of Film Certification (CBFC) establishes that the duration of Movie "Court: State Vs a Nobody" is 150.03 min:sec. Therefore, the contention of Opposite party No.3 is believed to be correct. The complainant has mentioned in his affidavit that the duration of the movie was only 1 hour 53 minutes which is not correct.

24. However with regard to the screening of the advertisements, the Opposite party No.3 has filed an "Office Memorandum" issued by the Government of India, Ministry of information and Broadcasting 'A' wing ShastriBawan, New Delhi Dt. 30.11.2023 with the guidelines for exhibiting of PSA films in cinema theaters. As per the Guidelines at Point No. 5, 5.1 & 5.2, it is mentioned below -

Point No.5: Duration of PSA Films: *Earlier PSA films/approved films..... The PSA Films of the Central Government and the State Government shall be screened within 10 minutes before the beginning of the film and during the interval period before the start of second half of the movie package.*

Point No.5.1: *The PSA/Approved films approved by Ministry of I&B, Government of India, Shall be screened in cinema theatres for a period of 14 days or as specifically prescribed by this Ministry for a particular film.*

Point No.5.2: *Further, The time duration for any other film content for Public Service Awareness, additionally prescribed by State Governments, may also normally be restricted to additional 2 minutes to be played in a time slot just before the start of the movie package and in the interval period just before the start of second half of the movie package.*



25. Thus the above reading of the guidelines gives an understanding that the PSA films of the Central & State Government and other approved films shall be screened as stated above for disseminating information to the public, but shall be played in a time slot **just before the start** of the movie package and in the interval period **just before the start of second half** of the movie package.

26. In the case on hand, though the show was scheduled to start at 10:00 pm (as per Ex.A1), the Opposite party No.1 i.e., now the opposite party No.3 has screened advertisements and trailers of upcoming movies from 10:00 pm to 10:09 pm and the movie actually started only at 10:09 pm as per Ex.A3 (video recording). The start of the movie is delayed by 9 minutes as against the scheduled time mentioned under Ex. A1. The ticket issued to the complainant clearly specifies the show time as 10:00 pm which indicates a contractual obligation between the parties. Any deviation without prior disclosure or consent amounts to breach of the said contractual obligation. The delay caused was not due to any technical or some other reasons but for playing commercial advertisements after the start of movie time (i.e., 10:00 pm) for which we consider that it amounts to generating business for them. Hence, the conduct of Opposite party No.1 i.e., the presently the Opposite party No.3 amounts to deficiency in service and Unfair trade practice.

27. Further, after giving a thoughtful consideration to the pleadings of opposite party No.2, we opine that the opposite party No.2 cannot be made liable for the acts of opposite party No.3. The duty entrusted to Opposite Party No.2 by the Opposite Party No.3 is fulfilled by generating tickets and issuing the same to the customers booked through it. The Opposite party No.2 fulfilled its duty by mentioning the timing of the movie on the ticket, the necessary information authorized to it by opposite party No.3. It is not of the case of the complainant that the ticket issued by opposite party No.2 was invalid and complainant was denied entry to watch the movie. The purpose for which ticket was purchased was accomplished when the complainant and his friend had watched the movie in its entirety. Hence the opposite party No.2 is

exonerated from liability and the question of refunding the ticket amount of Rs.483/- cannot be granted.



28. However for bearing the delay of 9 minutes in telecasting the movie by Opposite party No.3, we consider that the complainant could be granted with an amount of Rs.5,000/- (Rupees Five Thousand Only) towards compensation for the inconvenience and mental agony undergone by him. The complainant being an advocate has not filed any credible evidence for the loss sustained by him for not attending to his professional commitment. Without there being any evidence quantifying the damage, he is not entitled for the huge amount of compensation as claimed in the complaint.

VI. In the result under Point (c):- the Complaint of the complainant is partly allowed and direct the Opposite Party No.3:-

- a) To pay a sum of **Rs. 5,000/- (Rupees Five Thousand Only)** towards compensation for the mental agony, and trauma undergone by the complainant.
- b) To pay a sum of **Rs.3,000/- (Rupees Three Thousand Only)** towards costs of litigation.
- c) We further direct the opposite party No.3 to adhere to the screening time as printed on the ticket (contract) without any deviations.
- d) Complaint against Opposite party No.2 is dismissed.

Time for compliance is (45) days from the date of receipt of copy of this order; In case of non-compliance of the order within the stipulated time, the complainant is entitled to interest @ 9% p.a on Rs.5,000/- (Rupees Five Thousand Only) from the date of complaint till the date of realization.

Typed to my dictation by Stenographer on the System corrected by me and pronounced by us in the open court on this the 09th day of February, 2026.

Sd/-
MEMBER

Sd/-
MEMBER

Sd/-
PRESIDENT



APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant:-

PW.1:- Sri. HarshaVardhanGujjeti
S/o KandiSreenivasaRao,
(Affidavit filed)

For Opposite Parties:-

RW:1: SailiAgaskar,
D/o Sh. HimanshuAgaskar,
RW:2:- Prahalad Singh
S/o R.S. Singh,
(Affidavit filed)

DOCUMENTS MARKED

For Complainant:-

Ex.A1/dt.15.03.2025 - Copy of Tickets Booked.
Ex.A2/dt.15.03.2025 - Copy of Payment Screenshot
Ex.A3/dt.15.03.2025 - Copy of Video recording
Ex.A4/dt.Nill - Copy of Complainant Aadhaar.

For Opposite parties No.3

Ex.B1/dt.12.01.2023 - Copy of National Company Law tribunal,
Mumbai Bench Court-III. (12 to 34)
Ex.B2/dt.20.04.2023 - Copy of Government of India Ministry of
Corporate Affairs.
Ex.B3/dt.03.03.2025 - Copy of Central Board of Film Certification.
Ex.B4/dt.30.11.2023 - Copy of Office Memorandum. (39-124) Page.
Ex.B5/dt.Nill - Copy of Civil appeal (Judgment) (43-124 Page)
Ex.B6/dt.Nill - Copy of Civil appeal No. 77 of 2023. (125-144
Page)

Sd/-
MEMBER

Sd/-
MEMBER

Sd/-
PRESIDENT

Order pronounced on : 9/02/2026
Copy made ready on : 16/2/2026
Dispatch number and date : 100/2026 dt 16/2/2026.
✓ Free copy of order furnished
to the complainant : 17/02/2026
Free copy of order furnished to
The Opposite parties : 17/02/2026


SHERISTADAR 16/2/26
District Consumer Disputes
Redressal Commission
Medak at Sangareddy