

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VII
DISTRICT - SOUTH-WEST
GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI
FIRST FLOOR, PANDIT DEEP CHAND SHARMA SHAKAR BHAWAN
SECTOR-20, DWARKA, NEW DELHI-110077

Case No.CC/98/2018 -577

Date of Institution: - 12.03.2018
Order Reserved on: - 27.11.2024
Date of Order: - 01.04.2025

IN THE MATTER OF:

1. Mr. Anuj Mahajan
2. Ms. Archana Mahajan

✓ Both R/o C-803, Shivam Apartment,
Vikram Nagar – CGHS Ltd,
Sector-12, Plot # 14,
Dwarka, New Delhi – 110017.

.....Complainantss

Versus

1. MakeMY Trip ((India) Pvt. Ltd.
Tower A,B & C,
Epitome Building No.5,
DLF Cyber City, Phase-II,
Gurgaon – 122002 (Haryana).
2. UP Hotels Limited
1101, Surya Kiran,
19, Kasturba Gandhi Marg,
New Delhi – 110001.

.....Opposite Parties

114/2025

ORDER

SURESH KUMAR GUPTA, PRESIDENT

1. The complainants have filed the complaint under section 12 Consumer Protection Act, 1986 (hereinafter referred to as 'Act') with averments that the OP-1 is a company which owns the website and OP-2 owns the hotel. They have logged the website of OP-1 to book the hotel maintained by OP-2 for 8 people. The website showed four options like superior room without breakfast for Rs.3,091, superior room with breakfast for Rs.3,419/-, penthouse with compulsory gala dinner for Rs.8,346/- and penthouse with breakfast and gala dinner for Rs.8,675/- The screen shot of the options was taken. They chose the option no. 2. They booked three rooms for 2 night from 30.12.2018 to 01.01.2019 and made a payment of Rs.29,470/- by presuming that it includes GST. The booking was complete. A booking voucher with booking ID No. NH-2003169194068 was generated showing the price as Rs.6,370.94 instead of Rs.3,419 per room. The voucher was also showed additional cost of compulsory gala dinner @ Rs.3500/- per person payable directly at the hotel. They lodged the complaint on website of OP-1 within 10 minutes of the booking and another complaint dated 13.12.2017 was given. The OP vide email dated 14.12.2017 accepted the factum of over charge. The email further shows that OP-1 will revert within 24-48 hrs. on the issue of gala dinner. They wrote another email dated 15.12.2017 to OP-1. The OP vide email dated 18.12.2017 requested to pay the amount of gala dinner and to collect the receipt and assured that OP will refund of full

amount of gala dinner. Another mail dated 19.12.2017 was written to OP-1 to the fact that they are still waiting for the issue to be resolved. Another email 20.12.2017 was given to OP-1 with the fact that Ms. Pooja from the priority team has verbally agreed to resolve the issue by sending the confirmatory email on the refund of gala dinner, refund of over charge and to reissue the vouchers. They went ahead with the Jaipur visit and paid a sum of Rs.33,040/- at the time of check out alongwith payment for breakfast for 8 persons to the tune of Rs.4,000/. On 02.01.2018, the mail was again written and reminder on 10.01.2018 was given to OP-1. The OP-1 rejected the claim on the basis of booking log which was quite different from the booking log sent on 13.12.2017. The perusal of the booking log dated 10.01.2018 and 14.12.2017 show that they have added things in the booking log dated 10.01.2018 which was not in the booking log dated 14.12.2017. A legal notice dated 13.01.2018 was issued to OP to do the needful but in vain. Hence, this complaint.

2. The OP-1 has filed the reply with the averment that OP-1 has no role to play in entire dispute. OP-1 has acted as a booking agent. The default was made by the complainants by choosing the wrong category of hotel in which there was no free breakfast and gala dinner was mandatory for the guest subject to the payment of cost on account by 31st December. The parties are governed by terms and conditions shown in the user agreement filed with the reply. All the grievances are flimsy, vexatious and frivolous. There is no quantify loss to the complainants as damages need to be quantified. Any visitor of the website of OP-1 has to first agree to the user agreement. The complainants were first shown the website user agreement by default

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and booking is facilitated when complainants agreed to use agreement. The complainants have approached OP-1 for online booking of 3 rooms for 2 night at hotel Clark, Amer and the booking cost was Rs.29,479/-. The booking was made online so the confirmation mail with hotel voucher was shared with the complainants. The hotel vouchers show that they will have to attend mandatory gala dinner scheduled for 31.12.2017. The imposition of charges of gala dinner was as per terms governing the booking and the complainants are informed before the booking and post booking. The allegations in the complaint are false and frivolous which were denied.

3. The OP-2 did not appear despite due service and accordingly proceeded ex-parte on 22.05.2018.
4. The complainants have filed rejoinder wherein averments of the WS are denied and reiterated the stand taken in the complaint.
5. The parties were directed to lead evidence.
6. The complainants have filed affidavit of complainants no.1 in evidence and corroborated the version of the complaint as set out in the beginning while briefing the facts and place reliance on the document Ex. CW-1/1 – 21.
7. The OP-1 has filed affidavit of Ankit Mishra in evidence and corroborated the version of the WS as set out in the beginning while briefing the facts and placed reliance on document as Ex. OPW-1/A – D. though Exhibits are not put on the document.
8. We have heard Ld. Counsel for the complainants as OP-1 did not turn up to address the arguments and perused the entire material on record.

9. The website of OP-1 shows that OP-2 is offering different rooms with different tariffs. The website also shows that room with breakfast is available for a sum of Rs.3419/- as apparent from screen shot Ex. CW-1/1. The complainants have made a payment of Rs.29,480/- to OP-1 as apparent from statement of bank account Ex. CW-1/2. The OP-2 has issued the voucher Ex. CW-1/3 which was sent by OP-1 to the complainants. The voucher shows that only superior room @ Rs.6,370.94 has been booked though complainants have allegedly booked superior rooms with breakfast with a tariff of Rs.3,419/-.
10. The complainants have raised the issue with OP-1 and email dated 13.12.2017 was issued that they have booked a superior room with breakfast which does not tally with the voucher details and matter should be resolved. This is apparent from mails Ex. CW-1/4 and 5.
11. The complainants have raised the issue with OP-1 that there is no mention of mandatory gala dinner in the pre booking amount of Rs.3,419/-. It does not tally with the daily rate of Rs.6,370/- shown in the voucher and they will not pay extra amount and ultimately email dated 18.12.2017 Ex. CW-1/9 were received from OP-1 that amount of gala dinner shown in booking voucher be paid and they will provide with the full refund of amount. The complainants have written the emails but with no solutions. The complainants have stayed in the hotel as per schedule and paid the amount of breakfast and gala dinner to the tune of Rs.4,000/- and Rs.33,040/- as apparent from Ex. CW-1/12 & 13.
12. The complainants have opted the rooms from the options available on the website of OP-1. The complainants have opted the rooms with breakfast with tariff of Rs.3,419/-. The OP-2 has booked the superior



rooms without breakfast with compulsory gala dinner and charged Rs.29,480/- with the direction to pay for gala dinner at the hotel. The issue was immediately raised by the complainants with OP-1 that superior rooms with breakfast was booked with the tariff of Rs.3,419/- and OP-2 has charged a sum of Rs.6,370/- per room for three nights. The tariff does not match with the options available on the website of OP-1. There was no mentioning of compulsory gala dinner on the website as clear from the screen shot CW-/1. The OP-1 vide email dated 18.12.2017 agreed to refund the payment of gala dinner but same was not done.

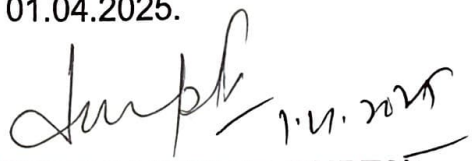
13. The OP-2 has over charged the tariff of the room @ Rs.6,370/- per room whereas the site of OP-1 shows that the tariff is Rs.3419/-. The website further shows that breakfast is available with superior rooms and there is no reflection of compulsory gala dinner. The OP-2 has forced the complainants to take compulsory gala dinner which tantamounts to unfair trade practice.
14. The charging of the tariff per room from the tariff shown on the website of OP-1 tantamounts to unfair trade practice. The OP-2 has not come forwarded to contest the case and OP-1 has not complied with the assurance given to the complainants in the email dated 18.12.2017. The OP-1 cannot come out from email dated 18.12.2017.
15. The over charging as well as forcing the guest to go for compulsory gala dinner tantamounts to unfair trade practice as well as deficiency in service.
16. Hence, the complaint of the complainants is allowed to the effect that OPs shall jointly and severally refund a sum of Rs.8,965/- for the tariff over charge on account of room rent, Rs.33,040/- taken as amount for

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compulsory gala dinner, Rs.4,000/- taken as amount of breakfast. The amount is payable alongwith interest @ 6% from date of the legal notice dated 13.01.2018 till its realization. The complainants are entitled for compensation of Rs.40,000/- for mental harassment, agony and litigation expenses. The order shall be complied by the OPs within 45 days from the date of receipt of order failing which the complainants shall be entitled for interest @ 6% on the amount of compensation and litigation from date of order till realization.

- Copy of the order be given/sent to the parties as per rule.
- The file be consigned to Record Room.
- Announced in the open Court on 01.04.2025.


(DR. HARSHALI KAUR)
MEMBER


(SURESH KUMAR GUPTA)
PRESIDENT