

Date of Filing: 20.04.2022
Date of Order: 18.01.2022

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION - I, HYDERABAD
Present

HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT
HON'BLE MRS. C. LAKSHMI PRASANNA, MEMBER
HON'BLE MR. R. NARAYANA REDDY, MEMBER

On this the Wednesday the 18th day, of January, 2023

C.C.No. 233/2022

Between:-

Narayandas Sanjay, S/o N. Jayachandra,
Aged about 24 years, Occ: Advocate,
312, My Home Madhuban Apartments,
Srinagar Colony Road, Yellareddyguda,
Hyderabad - 500073, Telangana,
Mobile No. 7601090381



....Complainant

AND

Telangana State Road Transport Corporation (TSRTC)
Represented by its Managing Director,
TSRTC Bus Bhavan,
RTC 'X' Road,
Musheerabad, Zamistanpur,
Hyderabad - 500020- Telangana.

....Opposite Party

Counsel for the Complainant : Party-In-Person
Counsel for the Opposite party : Gaurav Kwatra

ORDER

(By HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT on
behalf of the bench)

1. The present complaint is filed under Section 35 of the Consumer Protection Act, 2019 alleging deficiency of service and unfair trade practice on the part of the opposite party with prayer to
 - (i) Direct the opposite party to refund an amount of Rs. 530/- (Rupees Five Hundred and Thirty Only) which was paid in excess by the complainant to acquire the service of an alternate bus in the last-minute owing to the unruly cancelling of the bus service of the opposite party without assigning any reasons or making an arrangement for an alternate bus service.

- (ii) Direct the opposite part to pay to the complainant an amount of Rs. 50,000/- (Rupees Fifty Thousand Only) as compensation for the mental agony on the account of the actions & commissions of the opposite party.
- (iii) Direct the opposite party to make an alternate bus service arrangement in the scenario that the bus service is cancelled by the opposite party on the same date as scheduled travel & provide an option to the consumers to either choose the alternate bus service or the refund amount.
- (iv) Direct the opposite party to make a refund of the ticket amount paid by the consumers directly in the scenario that the bus service is cancelled by the opposite party itself instead of further seeking intervention of the consumers, which arbitrary & unnecessary & a mere money-making mechanism.
- (v) Pay the litigation costs of Rs. 10,000/- (Rupees Ten Thousand Only) to the complainant.
- (vi) Grant any other relief which this Commission deems fit & proper in the circumstances of the case raised thus far & in the higher interests of justice.



2. Brief facts as averred in the complaint and necessary for adjudication are that the opposite party is a corporation established under the Road Transportation Act, 1950 by the State Government, whereby it provides roadway bus travel options to the consumers via intra-state bus services and inter-state bus services. On 18th March, 2022, the complainant and his colleague booked AC bus tickets of a bus service provided by the opposite party under the name 'Garuda Plus'. The service number of the bus was 1326 and the scheduled travel date was 22nd March, 2022. The Complainant picked the opposite party's bus services because their bus services would not be cancelled at the last minute. On 22nd March, 2022 at 14: 02 hrs, the complainant received a text message on his mobile phone from the opposite party informing that the scheduled bus to Chennai with service No. 1326 had been cancelled. No reasons were assigned as to why the bus service was cancelled, nor provided any alternate bus service arrangements. Though the bus service was cancelled by the opposite party, the complainant was asked to make an application

by logging on to the website of the opposite parties with ticket credentials for refund of the ticket. It is averred that with less than 5 hours left to scheduled departure to Chennai, the complainant was subjected to anxiety for making arrangements to travel to Chennai for attending the marriage of his colleague's sister's wedding. It is further averred that the complainant had to book tickets in a sleeper bus offered by intercity smart bus and the travel was extremely uncomfortable. It is stated that the cancellation of the ticket by the opposite party without assigning the reason caused mental agony. It is further stated that extra amount had to be paid by the complainant for the trip to Chennai. It is further stated that the complainant, being an advocate, issued a legal notice to the opposite party explaining ordeals underwent by him because of the last-minute cancellation of the bus service by the opposite party. It is submitted that the complainant suffered mental agony due to the deficiency in service rendered by the opposite party. It is further submitted that the procedure of the opposite party for refund of the ticket is nothing but an attempt to cash on the oversight of the Consumer. Thus, alleging deficiency of service and unfair trade practice on the part of the opposite party, the complainant filed the present complaint praying the Commission to grant the relief as stated supra.

3. On receipt of notice, the opposite party contested the matter by filing written version. While denying the allegations made in the complaint, it is contended by the opposite party that the complaint is unsustainable either in law or on facts without any iota of truth. It is further contended that the complaint was filed with an intention to harass and extract money from the opposite party. It is averred that the vehicle No. TS08Z0214 was booked to operate the service No. 1326 on 22nd March, 2022. During the maintenance of the vehicle, the mechanic noticed low pick up and jerking issues in the vehicle and found some technical snag in the gear box. Immediately, the bus was sent to the manufacturing company for resolving the issue. As the problem could not resolved, the bus was detained by the company up to 23rd March, 2022. Though the opposite party tried to arrange an alternative bus service, the same could not be done due to non-availability of the buses. Since the opposite party was compelled to cancel the bus service No. 1326, messages were



sent to all the commuters at 14:02 hrs, well in advance as the departure of the bus was at 18:20 hrs. It is further averred that whenever the opposite party cancels the bus service, it sends the message without giving any reason for the cancellation. It is stated that if a service is cancelled by the opposite party, the commuters who purchased the tickets at counters have to see refund of the amount by visiting the counters, whereas in the case of tickets booked online, the amount will be refunded by crediting the same in their account automatically. It is further stated that after the complainant sent the notice steps have been taken to ensure that such messages were sent only to the commuters who purchase tickets at the counters. It is submitted that the opposite party was compelled to cancel the bus service due to mechanical defects of the vehicle and the service was cancelled only to avoid enroute failure. It is further submitted that the claim sought by the complainant is highly excessive and out of proportion without any documents to support their claim and the complainant is not entitled for any claim relief whatsoever. Hence, denying allegations of deficiency in service and unfair trade practice on their part, the opposite party prayed the Commission to dismiss the complaint with costs.



4. During the course enquiry the complainant filed evidence affidavit and got marked his documents at Ex.A1 to Ex.A6. Mr. L. Mallesham, Depot Manager, filed evidence affidavit on behalf of the opposite party and marked his documents at Ex.B1 to Ex.B5. Thereafter, both parties filed written arguments and the learned counsel of both sides advanced oral submissions.
5. On the basis of the facts and material available on the record, the following points have emerged for determination:
 - a) Whether the complainant could prove deficiency in service and unfair trade practice on the part of the opposite party?
 - b) Whether the complainant is entitled for the reliefs as claimed in the complaint?
 - c) If so, to what relief?

6. Point No.a:

The undisputed facts are that the complainant purchased two tickets to go to Chennai from Hyderabad by paying Rs. 3,056/- (Rupees Three Thousand Fifty Six Only) and the travel date was 22nd March, 2022 (Ex.A1-Ex.B1). It is admitted that the bus service was cancelled and the message was sent to the complainant on 22nd March, 2022 at 02:02 pm (Ex.A2-Ex.B2).

It is evident from Ex.A3 that the complainant purchased tickets from Red bus for going to Chennai on 22nd March, 2022 through IntrCity Smart bus travels by paying an amount of Rs. 3586/- (Rupees Three Thousand Five Hundred and Eighty Six Only). Ex.A4, Ex.A5 and Ex.A6 pertain to the legal notice dated 28.03.2022, its receipt and track report. It is further evident from Ex.B3 that an amount of Rs. 3054/- (Rupees Three Thousand and Fifty-Four Only) was refunded on 25th March, 2022 by the opposite party. Ex.B4 and Ex.B5 are the reply of the opposite party to the legal notice and the acknowledgment.

In the oral submissions, the complainant argued that no reason was assigned for cancellation and the opposite party did not file any cogent evidence to substantiate the plea of their written version (para No.6 & 7). It is submitted that the main purpose for filing the complaint is for giving direction to the opposite party and not for earning money. The complainant relied upon 2 citations.

On perusal of Ex.A3, it is clear that due to sudden cancellation of the service on 22nd March, 2022, the complainant had to purchase two tickets as the purpose for going to Chennai was to attend a marriage function. Therefore, the complainant suffered mentally and physically due to the sudden cancellation and the same amounted to deficiency of service. Moreover, the opposite party did not submit any cogent evidence to show that there was technical snag in the gear box of the bus and the bus was sent to the manufacturing company. One can image what would be the plight of the passenger, who ought to board the bus in the evening came to know that the bus had been cancelled just 4 hrs before the departure. There is no iota of evidence to prove that the opposite



party had taken any steps to give alternate service to the complainant. The last-minute purchase of ticket in another bus caused him inconvenience. The cancellation by the opposite party just 4 hrs before the scheduled departure upset the scheduled journey of the complainant thereby causing a lot of tension, mental agony apart from monetary loss to him. Hence point No.a is answered in favour of the complainant.

7. Point No.b :

The opposite party cannot take shelter for their deficiency in rendering service under the garb of technical snag in the bus without submitting any proof to substantiate the same. There is no cogent evidence to substantiate that efforts were made to provide alternate service to the commuters. The same is nothing but deficiency of service on the part of the Opposite Party.

In view of the above discussion the complaint is allowed in part and the opposite party is directed

- i. to refund an amount of Rs. 530/- (Rupees Five Hundred and Thirty Only) which was paid in excess by the complainant to acquire the service of an alternate bus.
- ii. to pay Rs. 2,000/- (Rupees Two Thousand Only) compensation for the mental agony on the account of the actions & commissions of the opposite party.
- iii. to pay Rs.1000/- (Rupees One Thousand Only) towards costs.

This order be complied with by the opposite party, within 45 days from the date of receipt of its certified copy, failing which the amount mentioned in S.No (i) & (ii) above shall carry interest @5% per annum from the date of this order till actual payment.

Dictated to steno, transcribed and typed by him, pronounced by us on this the 18th day of January, 2023.

MEMBER



MEMBER

PRESIDENT

APPENDIX OF EVIDENCEWITNESS EXAMINED FOR THE COMPLAINANT:

(PW1) Narayandas Sanjay, S/o N. Jayachandra,

WITNESS EXAMINED FOR THE OPPOSITE PARTY No.

(DW1) L. Mallesham S/o Venkataiah

EXHIBITS FILED ON BEHALF OF THE COMPLAINANT:

- Ex.A1 Copy of E- ticket of the bus service provided by Opposite party from Hyderabad to Chennai.
- Ex.A2 Copy of Text message from Opposite party intimating cancelation of the bus service.
- Ex.A3 Copy of E - Ticket of the bus service provided by IntrCity SmartBus from Hyderabad to Chennai on 22.03.2022.
- Ex.A4 Copy of Legal notice issued by the Complainant onto the Opposite party.
- Ex.A5 Copy of receipt of posting legal notice to Opposite party via India Postal Services.
- Ex.A6 Copy of Legal notice delivered to Opposite Party as confirmed by the online report. (Track consignment report)

EXHIBITS FILED ON BEHALF OF THE OPPOSITE PARTY

- Ex.B1 Copy of e- ticket of the bus service
- Ex.B2 Copy of text message intimating cancellation of service.
- Ex.B3 Copy of refund of ticket amount.
- Ex.B4 Copy of reply to the notice of the complainant.
- Ex.B5 Copy of registered post acknowledgment.

Shree
MEMBER

Charama
MEMBER

6-1-23
PRESIDENT

PSK
Read by: *10*
Compared by :-



GOVERNMENT OF TELANGANA
District Consumer Disputes
Redressal Commission-1, Hyderabad

Order Pronounced on: *18/01/2023*

Order Made Ready on: *19/01/2023*

Order Delivered to the Complainant on: *23/01/2023*

Order Delivered to the Opposite Party on: *23/01/2023*

Shree
SUPERINTENDENT

Dis No: 127

23/01/2023

23/1/2023

