

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
GURGAON-122001**

Consumer Complaint No: 153/2022

Date of Institution: 10.02.2022

Date of Decision: 01.02.2024

VIBHOR AGGARWAL, [REDACTED]

.....Complainant

Versus

OYO HOTELS AND HOMES PRIVATED LIMITED, REGISTERED ADDRESS
GROUND FLOOR-001, MAURYASH ELANZA, SHYAMAL CROSS ROAD,
NR. PAREKH HOSPITAL, SATELITE AHMEDABAD AHMEABAD GUJARAT,
380015, INDIA

LOCAL ADDRESS:3RD FLOOR, ORCHID CENTRE, SECTOR 53, GOLF
COURSE ROAD, VILLAGE HAIDERPUR VIRAN, GURUGRAM 122002,
HARYANA, INDIA

.....Opposite party

Complaint under Section 35 of Consumer Protection Act, 2019.

BEFORE: **SHRI SANJEEV JINDAL, PRESIDENT.**
 MS. JYOTI SIWACH, MEMBER.
 MS. KHUSHWINDER KAUR, MEMBER.

Present: Complainant in person with Sh. Bhupinder Yadav, Adv.
 Sh. Sandeep Yadav, Adv. for OP.

ORDER **SANJEEV JINDAL, PRESIDENT.**

 Heard on the complaint in question in the light of the
pleadings of the parties coupled with the evidence adduced by them in
support thereof. The arguments and the rival contentions raised by the
counsel for the parties also stand appraised.

2. It is the case of the complainant that on 21.12.2021,, he
booked a hotel room at hotel named "Hotel New Sunshine-OYO 79994 for

his guest via Booking ID VJM45181 for 3 nights from 30.12.2021 till 02.01.2022 and paid an amount of Rs.3,461/- out of which, the payment of Rs.2,161/- was made by the complainant on the mobile application. The complainant also had to exhaust his Coupon Discount of Rs. 865/- and Oyo Money of Rs.435/- for the said booking. The booking in question was confirmed by the OP-OYO vide its email dated 21.12.2021 but the guest of the complainant was denied stay for 31.12.2021 by the Hotel concerned i.e. the Hotel New Sunshine with the intimation that it already stood completely reserved for 31.12.2021, and, thus, it would not be able to honour the booking for the said date. Accordingly, the complainant's guest was asked to vacate the said hotel on 31.12.2021. When the complainant enquired about it, he was shocked to know that the OP-OYO had not confirmed the booking at the said hotel. When the complainant tried to contact the representative of the OP-OYO, the latter did not care even to reply.

Thus, the complainant had to make another booking for his guest for 31.12.2021 at hotel OYO 35, the Orange Hotel by paying an addition amount of Rs.849/-. In this way, the complainant's guest had to stay in The Orange Hotel-OYO 350 for one day i.e for 31.12.2021, and, thereafter, the said guest again had to check out the next day and check in at Hotel New Sunshine i.e. the Original Hotel booked on the next date i.e. 1.1.2022 which caused much hassle and trouble to the complainant and his guest. Since it was a severe deficiency in service on the part of the OP-OYO, so, the complainant issued a legal notice to the OPdemanding

full refund of Rs. 3,461/- alongwith damages to the amount of Rs.50,000/- , but to no avail. Hence this complaint.

3. At the very outset of the discussion, this court has the least hesitation to observe that the aforesaid assertions/submissions/averments made by the complainant stands fully confirmed and corroborated from the accurate, brief and concise documentary evidence placed on the record of this file by the complainant including the documents Annexure C-2 i.e. CW1/B and Annexure C-7 i.e. CW1/G which are admittedly the OP's own documents.

In this respect, the perusal of Annexure C-2 i.e. Ex. CW1/B dated 21.12.2021 which is an email sent by the OP itself to the complainant clearly shows that the OP had confirmed vide aforesaid email to the complainant that the subject booking was confirmed one with the "assured check- in" and "hassle free stay". Similarly, the perusal of Ex. CW1/G (AnnexureC-7) which is another email dated 25.1.2022 sent by the OP to the complainant, with reference to the complainant's legal notice regarding cheating, fraud and deficiency in service committed by the OP-OYO, clearly shows that the OP therein has clearly admitted that it understood that the stay at the booked hotel had not been very pleasant experience for the complainant, but, it assured that the feedback of the complainant would not be overlooked coupled with the assurance that the complainant's next stay would be a great experience. In the aforesaid email Ex. CW1/G, the OP-OYO further agreed to process the refund of Rs.849/- with reference to the booking in question for 31.12.2021.

4. Thus, from the contents of the aforesaid two documents i.e. Ex. CW1/B (Annexure-2) and Ex. CW1/G (Annexure C-7) which are OP's own documents, the deficiency in service on the part of the OP has been established beyond any shadow of doubt. That is why, this court does not intend to go into and consider the pleas/defences taken by the OP to the effect that the complainant had no cause of action or that there was no deficiency in service on the part of the OP etc. etc. as the discussion on the aforesaid pleas/defences taken by the OP would not only be unnecessary and irrelevant but also that the same would unnecessarily overburden this judgment, the said defences/pleas being false, frivolous, baseless and misconceived etc.

5. Hence, in view of our discussion, the OP is hereby held guilty of providing the deficiency in service to the complainant. That being so, the present complaint is hereby allowed with cost. Accordingly, in the light of the prayer clause of the complaint, the OP is directed to refund the entire booking charges of Rs. 3,461/- alongwith interest @ 9% per annum from the date of deposit i.e. 21.12.2021 till realization. The OP is further directed to pay Rs.25,000/- as damages for causing severe mental agony, harassment and loss of reputation etc. to the complainant. Besides, the complainant is also awarded litigation expenses to the tune of Rs. 11,000/- . The opposite party shall make the compliance of this order within 45 days from the date of uploading of this order after the expiry of 24 hours (one day) therefrom, failing which the amount will attract interest @ 12% per annum, for the same period, till actual realization.

If the order of this Commission is not complied with, then the complainant shall also be entitled to file the execution petition under Section 71(1) of the Consumer Protection Act, 2019 and in that eventuality, the OP may also be held liable for prosecution under Section 72 of the said act which envisages punishment with imprisonment for a term which shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than Rs.25,000/-, but which may extend to Rs.1,00,000/-, or with both. The copy of the order be supplied to the parties free of cost as per the rules. The order be promptly uploaded on the website of this Commission. File be consigned to the record room, after due compliance.

Announced.

01.02.2024

(Jyoti Siwach)
Member

(Khushwinder Kaur)
Member

(Sanjeev Jindal)
President,
District Consumer Disputes
Redressal Commission, Gurgaon