

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
UNION TERRITORY, CHANDIGARH.**

Appeal case No.873/2007

✓ The Director Dewsoft overseas Pvt. Ltd. 101, Gagandeep Building, 12, Rajindera Place, New Delhi-110008, through Shri Gurdev Singh Ghuman, its promoter.

--Appellant

Versus

1. Sh. Surinder Sharma C/o Late Shri Amar Nath Sharma, resident of House No.726, Sector-22-A, Chandigarh.
2. Shri Gurbachan, resident of House No. 5568, Sector-55, Chandigarh.

--Respondents.

Appeal U/s 15 of Consumer Protection Act, 1986 against order dated 6.11.2007 passed by Consumer Disputes Redressal Forum-II, U.T.Chandigarh.

Argued by : Sh.Arun Bakshi, advocate for appellant.
Sh.Surinder Sharma, advocate, respondent NO.1 in person.

BEFORE : Hon'ble Mr.Justice K.C.Gupta, President
Maj.Gen.S.P.Kapoor (Retd.), Member
Mrs.Devinderjit Dhatt, Member.

JUDGMENT

Justice K.C.Gupta, President

5.3.2008

1. This appeal has been directed by the Opposite party NO.1 against ex-parte order dated 6.11.2007 passed by Consumer Disputes Redressal Forum-II, U.T.Chandigarh (hereinafter to be referred as District Consumer Forum), whereby complaint of respondent No.1 Surinder Sharma (complainant) was accepted with costs of Rs.1000/- and the appellant as well as respondent No.2 were directed to pay Rs.6600/- to respondent No.1 alongwith interest @ 9% p.a. from the date of deposit till payment.

2. Briefly stated the facts are that respondent No.1 Surinder Sharma(complainant) on being approached by respondent No.2 Sh.Gurbachan Singh on 11.9.2005 became member of Dewsoft by making payment of Rs.6600/- vide receipt annexure C-1. He assured that he would be entitled to fee discount and other various concessions in the institution to be opened by the appellant and he further assured that appellant would provide computer course to the wards of members on discount. However, after payment 1½ years lapsed but no institution was started by the appellant and further his money was not refunded, although, he had requested respondent No.2 to refund the amount.

3. Alleging deficiency in service, the complaint was filed.

4. Appellant as well as respondent NO.2 was served for 22.10.2007 but none appeared, hence, they were proceeded against ex parte.

5. After hearing counsel for the respondent No.1, District Consumer Forum vide order dated 6.11.2007 accepted the complaint with costs of Rs.1000/- as stated in the earlier part of the judgment.

6. Aggrieved by the said ex-parte order, Opposite party No.1 has filed the present appeal.

7. None appeared on behalf of respondent No.2, hence, he was proceeded against ex parte.

8. We have heard Sh.Arun Bakshi,advocate for appellant, Sh.Surinder Sharma, advocate, respondent NO.1 in person and carefully gone through the record.

9. The impugned order was passed on 6.11.2007. A perusal of the copy of the order shows that the certified copy was prepared on 15.11.2007 and was sent to the appellant through courier service. It is

stated in the memorandum of appeal that copy of the order was received on 18.11.2007. Since, present appeal has been filed on 17.12.2007, so it is within time.

10. A perusal of the copy of the receipt Ex.C.1 shows that respondent NO.1 had given subscription to the tune of Rs.6600/- for online information and computer coaching centre/206/DEWSOFT/2003 as detailed in the said receipt. In the terms and conditions which are on the reverse of this receipt it is mentioned that the subscription fee or any part of it was non-refundable. Further respondent No.1 had become member by paying Rs.6600/- for online computer courses to be conducted by the appellant. He had not become member for offline courses i.e. institutional courses. It is mentioned in memorandum of appeal that appellant was given discount coupons worth Rs.6000/- free of cost in case he wanted to do offline course costing Rs.10,000/- run by the company at various places/cities where number of associates/independent channel partners/promoters was 300 or more. Since, respondent NO.1 had not deposited Rs.4000/-, so, he was not entitled to offline course. The offline institution in Chandigarh was not opened because for opening offline courses, 300 members were required but since at Chandigarh there were only 100 members, so, the institution was not opened.

11. It is further stated in the receipt Ex.C-1 that the reference ID number is BigB/1695627 and further web address is also mentioned. It is also stated that respondent No.1 was orally told about the password as 12345 and he was put in category: business. It was upto respondent No.1 to enjoy all the facilities online which were available as appellant had done its duty by releasing immediately the abovementioned keys to the courses



and nothing more was required by the appellant company. If respondent No.1 had not availed the online facility then appellant was not to blame.

12. Counsel for appellant contended that appellant had given offer to respondent NO.1 to avail online facility for another one year and company would extend the period. Let same be done.

13. Counsel for respondent No.1 stated that in fact he wanted to transfer the membership to some of his relations or other person. Let the possibility of transfer of membership be explored by the appellant and if it is permissible under its terms and conditions, then transfer of membership be allowed.

14. Hence, the impugned order being illegal is set aside and consequently, the appeal is accepted.

15. Copies of this order be communicated to the parties, free of charge.

Announced
5th March, 2008

Sd/-
(Justice K.C.Gupta)(Retd.)
President

Certified Copy issued free of charges

Date of order 5.3.08

Date of Preparation 17.3.08

No. of pages of Judgment 4

Despatch No. 2161 Date 17.3.08

Date of Delivery 17.3.08

Copy prepared by BeL

Sd/-
(Maj.Gen.S.P.Kapoor)(Retd.)
Member

Sd/-
(Mrs.Devinderjit Dhatt)
Member

