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**BEFORE THE IV ADDL DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION BENGALURU**

**1ST FLOOR, BMTc, B-BLOCK, TTMC BUILDING, K.H ROAD,
SHANTHINAGAR, BENGALURU - 560 027.**

PRESENT:-

Hon'ble Sri.Ramachandra M.S., B.A., LL.B., President

Smt.Nandini H Kumbhar, B.A., LL.B., LL.M., Member

Smt.Savitha Airani, B.A.L., LL.M., Member

ORDER

C.C.No.264/2024

Order dated this the 28th day of October 2024

Sri Vijaya Kumar.K.S.,

COMPLAINANT/S

- V/S -

Dilmil Matrimony,

MSB

Smt. Ruksar	OPPOSITE PARTY/S
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ORDER

SMT.NANDINI.H.KUMBHAR, MEMBER

1. The Complaint is filed by the complainant under section 35 of the C.P. Act, 2019 against the OP alleging deficiency of service, directing the OP to refund Rs.80,000/- to the complainant including mental agony, cheating, physical harassment, legal expenses and such other reliefs.

2. The brief facts of the case is as follows:

This is the case of the complainant that on seeing the advertisement given by the OP in the Facebook and WhatsApp group and other social media about doing Match Making matrimony business, the complainant is desire to do marriage of his son Mr.Balaji with suitable



girl. Accordingly, the complainant approached the OP on 17.03.2024 along with necessary documents and photos of his son. The complainant submits that after collecting all requisite documents, details and photos the OP demanded for payment of Rs.30,000/- and the complainant paid Rs.30,000/- cash on the same day i.e. on 17.03.2024 and then the OP advised the complainant that within 45 days they will be setting girl to his son. The complainant submits that thereafter the complainant has been calling the OP over mobile, but the OP have not given any details of girl, then the complainant visited the OP office on several dates for getting suitable applicant profile details to get marry the complainant son, but the OP have not given even one single girl details for marry to the complainant son. Due to the act and attitude of OP, on 30.03.2024 the complainant gave police complaint to Hennur Police Station, Bengaluru, against OP and the Police have advised the complainant to wait upto 30.04.2024. After one month the complainant visited the OP and



demanded for refund of money, but the OP have not refunded money by giving one or other pretext and after multiple visits and demands the OP have not refunded amount and the OP have also harassed the complainant with vulgar/filthy languages while on visit to the office. Due to the act of OP, the complainant got issued legal notice on 09.05.2024, calling upon the OP to refund the amount paid by the complainant, but even after notice, the OP have not come forward to comply the demands of the complainant. Aggrieved by the act of OP, the complainant filed the present complaint seeking relief as prayed in the complaint.

3. Notice to the OP duly served, OP remained absent and placed ex-parte.
4. Complainant filed chief examination affidavit by reiterating the complaint allegations and also filed relevant documents in support of their plea.



5. Heard arguments and matter is reserved for orders.

6. The points that arise for our consideration are;

1) Whether the Complainant prove that there is deficiency of service on the part of the OP as alleged in the complaint and thereby prove that he is entitled for the relief sought?

2) What order?

8. The findings on the above points are as under:

Point No.1 : Partly Affirmative

Point No.2 : As per final order.

REASONS

9. **POINT NO.1:-** Despite of service of notice, OP not appeared before the commission and not chosen to file version to contest the matter. The Judgment rendered by **Hon'ble National Consumer Disputes Redressal Commission, New Delhi, which is reported in CPR 2018(1) at Page 325 between Kotak Mahindra Old Mutual Life Insurance V/s Dr.Nishi Gupta**, In this case, Hon'ble National Commission has held that **"Non-filing of Written version in the complaint**

TSB

which amounts to admission of complaint allegations". The guidelines of the above ruling is aptly applicable to the case on hand as the OP in this case remained absent and on account of that they are placed ex-parte. In the absence of version and affidavit from their side, the complaint allegations of complainant is to be held as a proved fact. On this point, an inference could be drawn in favour of complainant as against the OP that there is a deficiency in service on the part of the OP.

10. It is the case of the complainant that the complainant has attracted by the OP advertisement given in Facebook and WhatsApp group as Match making Matrimonial Service. The complainant has availed the service of OP for his son by providing necessary details. Accordingly, the OP have promised the complainant by orally that OP will set the suitable girl to his son Mr.Balaji as per their caste, customs and culture within 45 days and demanded to pay cash



amount of Rs.30,000/-. Accordingly, the complainant has paid the said amount to the OP on same day i.e.17.03.2024 and OP had issued receipt for said amount. Despite of receiving the amount, the OP have not given any details of girl, the complainant has been calling to OP over phone as well as visited their office, but the OP has not given single girl details and did not reply or receive phone call from OP. The OP gave false assurances to the complainant about suitable match for his son. Even after demand the OP have not come forwards to return the amount so received by them by way of fraudulent manner from the complainant. Due to act and conduct of the OP, the complainant has filed the present complaint and prayed for refund of amount with other reliefs.

11. The complainant filed chief examination affidavit by re-iterating the complaint averments and also files copies of documents marked as annexure-C1 to C6. On perusal of the complaint facts and circumstances



and documents placed on record, it is admitted fact that the add given by the OP in facebook advertisement of Match Making services, the complainant availed the service of OP on 17.03.2024 by furnishing all the details to search of suitable match for his son Mr.Balaji. On perusal of annexure document-C1, it is observed that Rs.30,000/- was paid in cash to the OP. On the otherhand, the OP has stated in their advertisement that they provided very honest Match making services, in which applicants interested can register their names and the OP recommends potential matches from its data as per their desire of applicant.

12. On perusal of above, we are of the view that OP is duty bound to share the details of registered members with another registered members. But, the OP failed to produce any evidence or not even a single profile sent to the complainant or otherwise. Moreover, the complainant did not get a single profile to chose a suitable match for his son and even when the

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complainant visited to office of OP, the OP could not satisfy him or return the amount to the complainant. Even after demand of the complainant, the OP have not come forward to give service to the complainant.

13. Further, in the absence of OP and not chosen to contest the matter by participating in the proceedings of the complaint is fatal to the case on hand. Their absence in the complaint and not filing version and affidavit is a clear admission from OP side, that whatever the complaint allegations as against the OP is to be held as proved fact by relying on the judgment rendered by Hon'ble NCDRC, New Delhi, referred above.

14. In view of the above judgment and by considering the facts of complaint and also by taking note of annexure documents and also applying the ratio laid down by the Appellate Authority, the commission has no hesitation to hold that, there is clear deficiency which is rendered by the OP during the course of



service to the complainant and has indulged in Unfair Trade Practice, for which the OP is held liable to refund the amount along with other reliefs which is granted in the complaint. Accordingly, we answer ***Point No.1 in partly affirmative.***

15. **POINT NO.2:-** In the result, for the forgoing reasons, we passed the following:

ORDER

1. The complaint is allowed in part.
2. The OP is directed to refund a sum of Rs.30,000/- along with interest at 6% p.a. from the date of receipt till the entire payment is made to the complainant.
3. The OP is directed to pay a sum of Rs.20,000/- as compensation for deficiency in service and Rs.5,000/- for mental agony, pain & suffering along with Rs.5,000/- towards cost of the proceedings.
4. The OP shall comply this order within forty five days from the date of this order.



5. Furnish free copy of this order to both the parties.

(Dictated to the Stenographer, got it transcribed, typed by him and corrected by me, then pronounced in the Open Commission on **28th October 2024**)


(RAMACHANDRA M.S.)
PRESIDENT


(NANDINI H KUMBHAR)
MEMBER


(SAVITHA AIRANI)
MEMBER

Witness examined on behalf of the complainant by way of affidavit:

Sri Vijaya Kumar.K.S- Who being the complainant.

Documents produced by the complainant:

1	C1: Copy of Payment Receipt for Rs.30,000/- dt. 17.03.2024 issued by OP.
2	C2: Copy of Representation dt.30.03.2024 to OP for refund of amount.
3	C3: Copy of Legal notice
4	C4: Postal Receipts
5	C5: Returned Postal cover along with Postal Track Consignment.

Witness examined on behalf of the OP way of affidavit:- Nil



Documents produced by the OP: Nil


(RAMACHANDRA M.S.)
PRESIDENT


(NANDINI H KUMBHAR)
MEMBER


(SAVITHA AIRANI)
MEMBER

SKA*