

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
SOUTH WEST
CONSUMER COMPLAINT NO. DC/84/CC/19/8**

MANISH KHANDELWAL

PRESENT ADDRESS - R/0 44, MORAR ENCLAVE, GWALIOR, MP.SOUTH WEST,DELHI.

.....Complainant(s)

Versus

CHHABRA FARMS & ORS

PRESENT ADDRESS - G-1, PUSHPANJALI FARMS, DWARKA LINK ROAD, NEW DELHI-
61SOUTH WEST,DELHI.

.....Opposite Party(s)

BEFORE:

**HON'BLE MR. SURESH KUMAR GUPTA , PRESIDENT
HON'BLE MS. HARSHALI KAUR , MEMBER**

FOR THE COMPLAINANT:

NONE.

DATED: INVALID DATETIME

ORDER

**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/8/2019

Date of Institution: - 23.01.2019

Order Reserved on: - 06.12.2024

Date of Order: - 17.04.2025

IN THE MATTER OF:

Sh. Manish Khandelwal

**S/o Sh. Sohan Lal Khandelwal,
R/o 44, Morar Enclave, Gwalior, MP,
Through Atual Khandelwal**

.....Complainant

Versus

1. M/s. Chhabra Farms

2. M/s Chhabra Farms

C/o Mr. Rajendra Prasad

3. M/s Satvik

C/o Ms. Richa Pabby, General Manager

All at :

**G-1, Pushpanjali Farms,
Dwarka Link Road,
New Delih – 110061.**

.....Opposite Parties

ORDER

DR. HARSHALI KAUR, MEMBER

1. Briefly stated, the facts of the complaint are that the complainant, through his attorney (SPA annexed as **Ex. CW1/1**), paid a booking amount of Rs.2,00,000/- (Rupees Two Lakh) to OP-1 to book a big hall and lawn on 21.05.2017 for the marriage function of his daughter to be held on 05.02.2018.

2. The complainant states that OP-1 informed him that the electrification for the entire function would be done through generator sets as OP-1 did not have the requisite electricity-connected load. After making the advance booking for the marriage function to be held in February, the complainant came to know about the Hon'ble Supreme Court's judgment and EPCA order dated 18.10.2017 directing an absolute ban on the use of diesel-run generators within precincts of Delhi (**Ex. CW1/3**).
3. The complainant inquired from the OPs if they would arrange the requisite electricity load for the wedding function of his daughter on 05.02.2018. But no clarification was forthcoming. Consequently, upon discussions with the OPs, when the complainant felt that they would not be able to arrange the electricity load for the wedding function, he was forced to cancel his booking and therefore sought a refund of his booking amount vide e-mail dated 06.11.2017 (**Ex. CW1/4**).
4. When the OP did not take any steps to resolve the complainant's grievance, he filed the present complaint under Section 12 of the Consumer Protection Act, 1986, alleging deficiency in service on the part of the OPs. The complainant has prayed for direction to the OP to refund the sum of Rs.2,00,000/- with interest @ 24% p.a. from 06.11.2017 till realisation, Rs.50,000/- for loss suffered and Rs. 25,000/- towards litigation cost.
5. On notice, the OPs filed their reply, stating that no document had been placed on record to show that the complainant authorised Sh. Atul Khandelwal to file the present complaint, and hence the complainant is not a consumer. Further, the complainant should have approached the civil courts to recover Rs. 2 Lakh rather than approaching this Forum. The OP states that Clause 12 of the prospectus clarifies that *advance once given will not be refunded at any cost*, and Clause 14 states *if in case of cancellation the party is liable to pay the full amount as per booking*. Hence, the complainant deserves dismissal on these preliminary grounds alone, as the complainant chose not to go ahead with the wedding function at the OP farms for reasons best known to him.
6. The OPs deny the complainant's claim that OP-1 ever intimated to him about not having the requisite electricity connection for the function. Further, due to his

booking, the OPs did not take any other bookings for the complainant's fixed date of 05.02.2018. The OP states that the complainant booked another place for the marriage function without informing the OP or cancelling his booking, causing the OPs substantial financial loss. Regular functions took place before and after 05.02.2018, the date fixed by the complainant. Copies of the bills generated from 01.02.2018 to 10.02.2018 have been filed with the reply by the OPs.

7. The complainant filed rejoinder where he clarified that the special power of attorney executed by the complainant in favour of Sh. Atul Khandelwal was filed by him on record. He also filed the affidavit of Sh. Atul Khandelwal, attorney of the complainant (**Ex. CW1/1**) to be read in evidence reiterating the averments as made in his complaint. The OP filed the affidavit of Sh. Prabh Mehar Singh, Director of OP-1. In his affidavit, he stated that there were electric meters fixed on the premises, and the functions were being held with electricity being supplied through meters. The OPs have also annexed copies of electricity bills as **Ex. OPW1/3**.

8. Both parties filed their written arguments, and we have heard the final oral arguments from the Ld. Counsel of the complainant giving liberty to OPs to address oral arguments within 7 days, which they did not avail of. Hence, the order was reserved.

9. We have carefully gone through the facts and circumstances of the present complaint and perused the documents placed on record by the contesting parties to substantiate their testimonies.

10. We find that the complainant, who has executed an SPA in the name of Sh. Manish Khandelwal booked a venue at OP-1 Farms to hold the marriage of his daughter on 05.02.2018. He paid the consideration amount of Rs. 2 Lakh on 21.05.2017 to OP-1 through OP-2 & OP-3, who are the employees of OP-1.

11. The complainant alleges the OPs had intimated to him that the electrification of the complainant's daughter's wedding function would be done through generator sets as OP-1 did not have the requisite electricity load.

12. Later EPCA, on the Hon'ble Supreme Court's judgment, issued an order on

18.10.2017 directing an absolute ban on the use of diesel-run generator sets within Delhi. When the complainant's attorney inquired from the OPs regarding alternate arrangements in view of the order of EPCA, the complainant was not given a satisfactory answer regarding arrangements for the requisite electricity load on 05.02.2018.

13. Hence, the complainant informed the OPs that under these circumstances, the complainant could not continue with the booking and was therefore forced to cancel the same and seek a refund from OP-1 of his advance amount paid at the time of booking. Thus, the complainant wrote an e-mail on 06.11.2017 cancelling his event and seeking a refund. When he got no reply, the complainant issued a legal notice dated 31.03.2018 to no avail. Hence, this complaint.
14. The OP have taken preliminary objections regarding the complainant not being a consumer due to the lack of authority of Sh. Manish Khandelwal. A SPA was thereafter filed by the complainant in the name of Mr. Atul Khandelwal, along with his affidavit to be read in evidence. The lacunae pointed out by the OPs was duly rectified by the complainant and, hence, satisfied adequately.
15. The OP further stated that the complainant wanted the recovery of his paid amount and should have sought the remedy from the civil court. However, the Consumer Protection Act is an additional remedy which is in addition to and not in derogation of any other law for the time being in force. Reliance is placed on the landmark judgment **Trans Mediterranean Airways vs M/s. Universal Exports and Anr. VIII (2011) SLT 339**, in which the Hon'ble Apex Court observed as below:

"32. In our view the protection provided under the CP Act to consumers is in addition to the remedies available under any other Statute. It does not extinguish the remedies under another Statute but provides an additional or alternative remedy....."

16. Hence, we do not find the preliminary objection of the OPs towards the maintainability of the complaint tenable in law.
17. Coming to the merits of the case now. The complainant has not filed any documents showing that the OPs were to provide total electricity via generators. They have also not filed any proof to show that the OP could not provide electricity at the event, as no meters were installed on the premises.
18. On the other hand, the OPs filed bills generated from 1st February to 10th February 2018 to show that the OP-1 had electric meters. However, these bills are not mentioned in their reply, and no evidence beyond the pleadings can be considered. Further, the OPs claim that the complainant cancelled the booking unilaterally but have not filed any communication/document/letters/e-mail sent to the complainant clarifying their stance.
19. Hence, we come to the irresistible conclusion that the complainant, after seeing the order by the EPCA dated 18.10.2017 regarding the ban on diesel generators, sought an explanation from the OP, which the OP did not provide for reasons best known to them.
20. In our view, this act of OPs undoubtedly tantamounts to deficiency in service. Hence, allowing the complainant, we direct the OP to refund the advance amount paid by the complainant Rs.2,00,000/- (Rupees Two Lakh) along with interest @ 9% p.a. from the date of filing of the present complaint, i.e. 15.02.2019 until realisation. No order to cost as the interest granted in the present complaint shall adequately meet with the ends of justice.
 - 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 17.04.2025.

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SURESH KUMAR GUPTA
PRESIDENT

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HARSHALI KAUR
MEMBER