
(1993) 04 NCDRC CK 0077

In the National Consumer Disputes Redressal Commission

GOLDEN TOURIST TRAVELS

APPELLANT

Vs

B.BUCHA REDDY

RESPONDENT

Date of Decision : 28-04-1993

Acts Referred:

Citation : 1993 2 CPJ 1024

Hon'ble Judges : A.Venkatarami Reddy , Pothuri Venkateswara Rao , J.Ananda Lakshmi J.

Final Decision : Appeal dismissed

Judgement

1. THE opposite party in C.D. 16/91 on the file of the District Forum, Mahabubnagar is the appellant herein. THE respondent here in is the complainant. THE respondent herein filed a Complaint for directing the opposite party to refund a sum of Rs. 3,000/- to him which is equivalent of two days service charge for not touring; a sum of Rs. 5,000-00 towards damages and compensation and for costs.

2. ACCORDING to the complainant, which is an educational institution, wanted to take the children of the school on educational tour to visit places of South India. The complainant on 11.12.90 contacted the opposite party to take children on South India Tour. The opposite party agreed to provide the Tourist Bus No. AAM 880 on hire from Jadcherla on 27.12.90 and should return from South India tour on 3.1.1991. The opposite party demanded a sum of Rs. 9,551/- towards service charges and an additional sum of Rs. 700/- towards driver's batter. The complainant agreed to pay the same and an advance of Rs. 500/- was paid on 11.12.90 and a sum of Rs. 2,000/- on 25.12.90 and the opposite party confirmed the tour. The opposite party could not provide the tourist bus on 27.12.90 but provided it only on 29.12.90 and started tour at about 9.30 P.M. The opposite party agreed that the arrival of the tourist bus No. AAM 880 would be on 5.1.91 morning and requested the complainant to pay the remaining amount of Rs. 7051.00. The complainant paid the same on the date of departure. But the opposite party instructed the driver to return to Jadcherla on 3.1.1991 itself.

In spite of protests by the complainant, the tourist bus returned on 3.1.1991 itself. On account of the early return, the school children could not afford ample time to have a glance over the sight seeing and to have an idea over them and the children felt very unhappy. They were subjected to only traveling and nothing else and could not see important structures which are having historical and social importance. On account of the hurried tour, they also suffered in their health. Since the opposite party refused to refund the amount charged for two complete days, the above complaint is filed. In the counter, it is not disputed that the complainant has booked Tourist Service on 11.12.1990, and the opposite party agreed to provide tourist bus on hire from 27.12.90 at 9 P.M. to 2.1.91 at 6.00 P.M. i.e. for a period of six days. The same is mentioned in the agreement also. It is also not disputed that the amount of Rs. 9551/- plus 700/- towards driver's batta was paid. The complainant approached with list of students on 28.12.90 and immediately thereafter permission was obtained by the opposite party from 29.12.90 to 3.1.91 both days inclusive. On account of not furnishing the list the tour was started on 29.12.90 and returned on 3.1.91. Hence the opposite party provided tour bus for six days and that therefore, they are not liable to refund any amount or pay damages.

On behalf of the complainant Exs. A. 1 to A.4 were marked. On behalf of the opposite party Exs. B. 1 to B.5 were marked. The District Forum found that even assuming there was delay in obtaining permission as the complainant did not give list of students, it is true that the bus started on 29.12.90 at 9.30 P.M. and reached back at Jadcherla on 3.1.91 at 6 P.M. The opposite party did not make available the bus for those six days and was made available for 4 days, therefore the complainant is entitled for refund of the amount for those two days. The District Forum therefore directed refund of Rs. 3000/- towards charges for two days with interest at 12% and costs of Rs. 500/- within one month from the date of order.

3. IN this appeal, it is submitted by the learned Counsel for the appellant Sri K.N. Jwala, that according to the terms and conditions as evidenced by Ex. A.1 the opposite party had agreed to provide tourist bus for six days between 27.12.90 to 3.1.91, that instead of on 27.12.90 the bus left on 29.12.90 and returned on 3.1.91 at 6 P.M. Therefore, the service was rendered for six days as agreed upon. We are not inclined to agree to the aforesaid contention, for the reasons mentioned below. IN Ex. A.1 it is mentioned that the bus should start on 27.12.1990 at 9 P.M. and return on 3.1.91. Thus, if we count the days from 29.12.1990 at 9 P.M. to 3.1.1991 at 6 P.M. it comes to 5 days. At the request of the Commission the opposite party produced its bill book. IN the bill book, except relating to this instant case, in all the other cases the number of days between starting of the journey and returning journey were mentioned. If we take the journey as commencing from 27.12.90 at 9 P.M. and ending on 3.1.91 at 6 P.M. the days will come to 7 days. Hence it is not correct to say that the appellant agreed to give on hire the bus only for 6 days, as mentioned in the counter. From the above discussion it is clear that the bus was on hire only for 5 days though

the appellant agreed to hire the bus for a period of seven days as could be seen from Ex. A.1. Thus, the complainant lost complete 2 days. Although for different reasons, we confirm the finding of the District Forum that two complete days tour was lost. In the result, the C.D.A. is accordingly dismissed. There shall be no order as to costs. Appeal dismissed.