

Complaint filed on:19.04.2025
Disposed on:14.08.2025

**BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION AT BANGALORE (URBAN)**

DATED 14TH DAY OF AUGUST 2025

PRESENT:-

SRI.H.CHANNEGOWDA

B.Sc., LL.B., : PRESIDENT

SMT.K.ANITA SHIVAKUMAR

M.S.W, LL.B., PGDCLP : MEMBER

SMT.SUMA ANIL KUMAR

BA, LL.B., IWIL-IIMB : MEMBER

COMPLAINT No.129/2025

COMPLAINANT

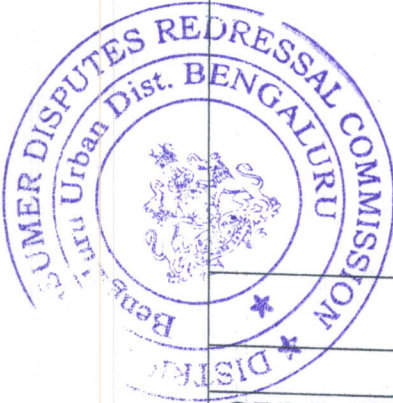
1 Mr.Vivekkumara Rameshbhai
Parmar,
S/o. Mr.Rameshbhai Parmar,
Aged about 27 years,
R/at Room No.104, 1st Floor,
Zolo Akshala, 27th Main Road,
Somasundarapalya,
HSR Layout,
Bengaluru 560 102.

**(By Sri.Ashwin Datha, Advocate)
Vs**

OPPOSITE PARTY

1 Nestaway Technologies Pvt. LTd.,
Having its registered office at:
No.556, 14th Main, 7th Sector,
HSR Layout,
Bengaluru 560 102.
R/by its Managing Director.

(Exparte)



ORDER**SRI.H.CHENNEGOWDA, PRESIDENT**

The complainant has filed this complaint u/s 35 of the Consumer Protection Act 2019 against the OPs seeking the following reliefs;

- a) Direct the opposite party to refund Rs.10,000/- along with interest at 18% p.a., calculated from 27.02.2025 till actual payment.
- b) Direct the opposite party to compensate the complainant by paying Rs.30,000/- along with interest at 18% p.a., calculated from 27.02.2025 till actual payment.
- c) Direct the opposite party to henceforth ensure upfront disclosures all the charges on its website before any consumer makes any payment.
- d) Direct the opposite party to pay Rs.15,000/- towards the litigation expenses in this case.
- e) Pass such other orders as this Hon'ble Commission deems fit.

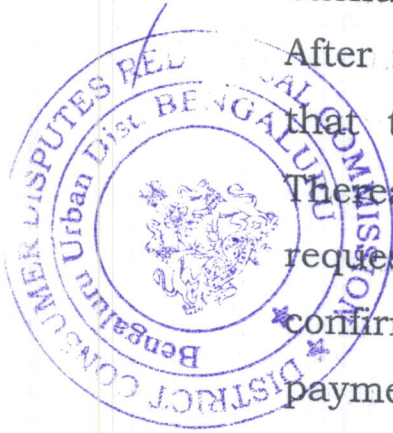
2. In a nutshell the case of the complainant are as under:-

In the month of February 2025, the complainant was looking to rent a house, he came across the



opposite party's website. While checking out houses on OP's website, he was swayed by the pictures and amenities shown regarding a semi-furnished 1 BHK house #32/179, flat No.201, Somasundarapalya, 2nd Sector HSR Layout, Bangalore. The OP claimed that the house had facilities like a lift and power backup. Further, as per OP's website, the monthly rent was shown as Rs.13,000/-, the security deposit(refundable) was shown as Rs.37,500/- and a onetime on boarding charge was shown as Rs.10,000/- for the aforementioned house.

3. Further it is alleged that thereafter complainant has visited the said house. At that time, he noticed that even though the listing on OP's website mentioned facilities like a lift and power backup, these amenities were in reality not provided. After negotiation via email, it was mutually agreed that the rent would be reduced to Rs.12,500/-. Thereafter, via email dated 27.02.2025, he explicitly requested a breakdown of all the charges for confirmation from OP before proceeding with the payment. Mr.Karthigeyan R from OP's company confirmed that the rent would be Rs.12,500/-, the refundable security deposit would be Rs.37,500/-, and the on boarding fees would be Rs.10,000/-. Apart from this, no other charges were payable by the complainant as per the said email. Hence, on



27.02.2025, the complainant made a payment of Rs.10,000/- towards the on boarding fees. Later, on 14.03.2025, he paid Rs.3,200/- towards token charges for reservation of the house, and on 15.03.2025, he paid Rs.35,913/- towards the refundable security deposit. The complainant had made a total payment of Rs.49,113/- and was very eager and looking forward to shifting to the new house.

4. Further it is alleged that on 15.03.2025, the OP shared a draft of a Leave & License Agreement in this regard and asked the complainant to consent to the same. When the complainant read through it, he was shocked to notice that the OP had deliberately suppressed the information about the painting charges of Rs.12,500/- payable at the time of vacating the house. As a responsible individual, the complainant reviewed the terms and conditions available on OP's website before making the payment. There was no mention of mandatory painting charges at that time. This was also not disclosed via email when the complainant had sought for a breakdown of all the charges.

5. Further it is alleged that the complainant has questioned the OP regarding the deliberate suppression of the painting charges via email dated 16.03.2025. In response, it was very casually



mentioned that the relevant information was added in the FAQ section on the OP's website, and the OP simply brushed away the incident as if nothing serious had happened.

6. Further it is alleged that since the OP has engaged in deceptive and unfair trade practices by suppressing the painting charges before payment, he therefore decided not to proceed with the Leave and License Agreement and demanded a full refund of Rs.49,113/- that was paid by him. However, OP only made a partial refund of Rs.39,113/- and has illegally and unlawfully retained Rs.10,000/- for no reason whatsoever.

7. Further it is alleged that since he never moved into the house or signed the Leave and License Agreement. Hence, the OP is not entitled to retain any money whatsoever. The cancellation occurred primarily due to the deliberate suppression of exact charges levied by the OP. In this regard, the complainant also sent an email dated 22.03.2025. However, the balance of Rs.10,000/- has not yet been refunded to him. Despite promoting inclusive and transparent services, OP has deliberately suppressed painting charges, which were into disclosed during initial discussions via email or in the terms and conditions on the website.



8. Further it is alleged that the deceptive practices employed by OP have also caused mental agony and frustration. After making multiple payments and placing trust in OP's company, the complainant was subjected to unnecessary stress, confusion, and irritation upon discovering hidden painting charges. This undue emotional distress disrupted the complainant's peace of mind and caused unnecessary hardship.

9. Further it is alleged that the complainant issued legal notice dated 26.03.2025 through his advocate to the opposite party demanding refund and compensation. The same was duly served on 27.03.2024 but the opposite party did not issue any reply.

Mainly among these grounds it is prayed to allow the complaint as prayed for.

10. After the service of notice, OP remained absent and hence OP was placed exparte.

11. At the time of evidence the complainant has filed his affidavit of evidence and got marked 13 documents as Ex.P1 to P13 and closed his side evidence. Then the case posted for filing written arguments.

12. The learned counsel for the complainant has filed written arguments.



13. Heard the oral arguments of the counsel for complainant.

14. Now the points that would arise for our consideration are:

1. Whether the complainant proves that there is deficiency in service on the part of OP?

2. Whether the complainant is entitled for the reliefs as sought?

3. What order?

15. Our findings on the above points are as under:

Point No.1 - In the affirmative

Point No.2 - Partly in the affirmative

Point No.3 - As per final order for the following;

REASONS

16. **POINT NO.1:** The main case of the complainant is that when he was looking to rent a house, while checking out houses on opposite party website, he inclined to see a semi furnished one BHK house as shown in para 3 of the complaint and that the opposite party has mentioned that the said house had facilities like lift and power back. In the website opposite party has mentioned that the monthly rent was Rs.13,000/-, security deposit was Rs.37,500/- and a one time on boarding charge was

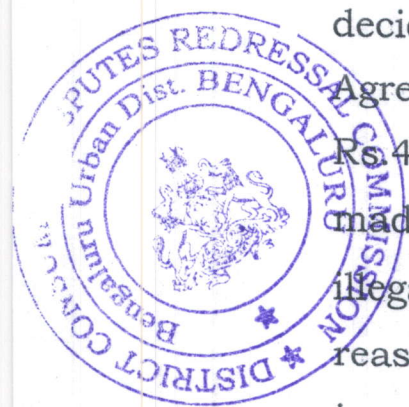


Rs.10,000/- for the above said house. Thereafter the complainant visited the said house. At that time he noticed that even though the listing on opposite party website mentioned facilities like lift and power backup, these amenities were in reality not provided. After negotiation via email it was mutually agreed that the rent would be reduced to Rs.12,500/-.

17. Thereafter through email dated 27.02.2025 he requested a breakdown of all the charges for confirmation from opposite party before proceeding with the payment. The opposite party company confirmed that the rent would be Rs.12,500/-, the refundable security deposit would be Rs.37,500/- and the on boarding fee would be Rs.10,000/-. Apart from this, no other charges were payable by the complainant as per the said email. Hence, on 27.02.2025 the complainant made payment of Rs.10,000/- towards on boarding fees, later on 14.03.2025 he paid Rs.3,200/- towards token charges for reservation of the house and on 15.03.2025 he paid Rs.35,913/- towards the refundable security deposit. In all he made payment of Rs.49,113/- and was very eager and looking forward to shifting to the new house.



18. Further it is the case of the complainant that on 15.03.2025 the opposite party shared a draft of Leave & Licence Agreement and asked the complainant to consent for the same. After going through the said agreement the complainant shocked to notice that OP had deliberately suppressed the information about the painting charges of Rs.12,500/- payable at the time of vacating the house. But the same was not mentioned in the terms and conditions available on opposite party website before making the payment. The same was not disclosed through email when he sought for a breakdown of all the charges. Thereby the opposite party engaged in deceptive and unfair trade practice by suppressing the painting charges before payment and therefore the complainant decided not to proceed with the Leave & Licence Agreement and demanded a full refund of Rs.49,113/- that was paid by him. However, OP has made a partial refund of Rs.39,113/- and has illegally and unlawfully retained Rs.10,000/- for no reason whatsoever. In this regard the complainant issued a legal notice dated 26.03.2025 through his advocate demanding the opposite party for refund of the amount of Rs.10,000/- and compensation. Even though the said notice was duly served to the opposite party but he did not issued any reply.



In view of the aforesaid reasons the complainant has sought for the reliefs as prayed in the complaint.

19. At the time of evidence the complainant has filed this affidavit of evidence and got marked 13 documents as Ex.P1 to P13. In the affidavit he has reiterated the above main averments of the complaint and it is prayed to allow the complaint.

It is seen from the records that even though the notice of this complaint was served on the OP, still he failed to appear before this commission and not contested the complaint for the reasons best known to him.

20. Ex.P1 is a print out of screen shot from OP website showing the house and its amenities.

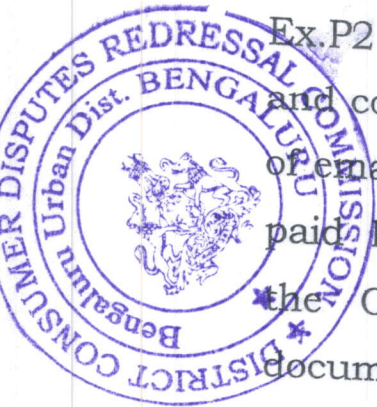
Ex.P2 is a printout of house listing along with terms and conditions from OP website. Ex.P3 to P5 copies of email and Gmail shows that the complainant has paid Rs.10,000/-, Rs.3,200/- and Rs.35,913/- to

the OP on the dates mentioned in the said documents. In Ex.P6 email dated 27.02.2025 before

making payment, the complainant want to know a summary of all charges including the security deposit, token amount or any other applicable fees.

He also requested the opposite party to share the breakdown and he will complete the payment. In

response to this email on 27.02.2025 the OP has



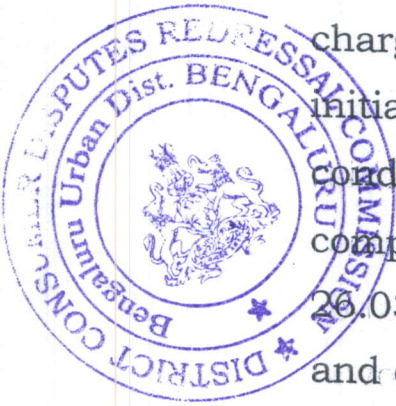
sent reply through email informing the complainant that he has to pay the amount as under;

Rent - Rs.12,500/-

Deposit - Rs.37,500/-

Brokerage - Rs.10,000/-

In this email the OP has not mentioned or whispered above the painting charges of Rs.12,500/- payable at the time of vacating the house. At the same time, if we peruse the contents of Ex.P8 Leave & Licence Agreement sent by the OP to the complainant, it shows that the OP has mentioned painting charges as 'equivalent to one month licence fees.' This apparently shows that in email dated 27.02.2025 (Ex.P6) the OP has not at all mentioned the alleged painting charges of Rs.12,500/-. This clearly shows that as contended by the complainant the OP has deliberately suppressed the painting charges and the same was not disclosed during initial discussions via email or in the terms and conditions on the website. In this regard the complainant has sent Ex.P11 legal notice dated 26.03.2025 narrating all the above facts to the OP and called upon him to refund a sum of Rs.10,000/- and also pay compensation of Rs.30,000/- to him within 15 days from the date of service of notice. Even though the said notice was served on the OP on 27.03.2025 as per Ex.P13 postal track

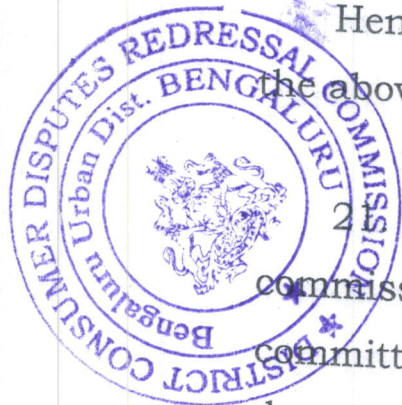


consignment, still the OP has not at all given any reply to the said notice. That apart, even though the notice of this commission was served on the OP, still he remained absent and failed to contest the complaint. The above oral and documentary evidence of the complainant side remains unchallenged. There is no contrary evidence is available on record on behalf of OP in order to disprove or discard the case of the complainant.

Therefore, from all the above facts and circumstances of the case it is stated that as stated by the complainant in the complaint, the OP has committed deficiency in service, as he suppressed the painting charges and the same was not disclosed by him during initial discussions through email or in the terms and conditions on the website.

Hence in view of all these reasons we answered the above point accordingly.

POINT NO.2: In point No.1 this commission has already hold that the OP has committed deficiency in service. The above oral and documentary evidence of complainant side shows that the OP has returned partial amount of Rs.39,113/- instead of refunding Rs.49,113/- that was paid to him by the complainant. In this case, the complainant has not at all entered into the said

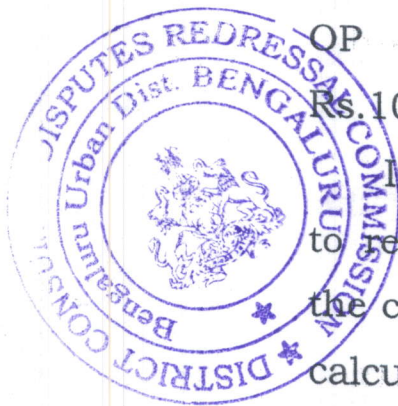


house due to the deceptive representation made by the OP.

Ex.P8 Leave & Licence Agreement was not at all concluded by the parties due to the act of the OP in suppressing the painting charges before payment of the amount by the complainant. In such circumstances, the complainant is having right to demand the OP to return the full amount of Rs.49,113/- that was paid by him. As already stated, the OP has returned partial amount of Rs.39,113/- to the complainant by retaining Rs.10,000/- for no reason whatsoever. As the OP has suppressed the painting charges in his earlier email and also on the website, the complainant has not entered into the above said Leave & Licence Agreement. Therefore, in such circumstances, the OP shall return the remaining amount of Rs.10,000/- to the complainant.

In view of the above reasons the OP is directed to return the remaining amount of Rs.10,000/- to the complainant with interest at the rate of 9% p.a., calculated from 15.03.2025 (from the date mentioned in Ex.P8) till realization of the amount.

In this case the complainant had paid in all Rs.49,113/- as per the email dated 27.02.2025 that was sent by the OP. The OP has not at all given any reasons as to why he suppressed the painting



charges before sending Ex.P8 Leave & Licence Agreement to the complainant. After noticing the deceptive representation made by the OP, the complainant has sought for refund of the entire amount paid by him to the OP. But the OP has returned only Rs.39,113/- by retaining Rs.10,000/- without any reasons. For recovery of the said amount of Rs.10,000/- the complainant has filed this complaint. This shows that due to the above act of the OP unnecessarily the complainant has filed this complaint and the above act of the OP caused emotional distress and unnecessary hardship to the complainant. Therefore, in view of the above reasons it is just and reasonable to direct the OP to pay a sum of Rs.20,000/- towards harassment and mental agony caused to the complainant. The complainant is also entitled for a sum of Rs.5,000/- towards litigation expenses.

Hence in view of all these reasons we answer the above point accordingly.

22. **POINT NO.3** : In view of the reasons as stated in point No.1 and 2, we proceed to pass the following;



ORDER

The complaint filed by the complainant u/s 35 of the Consumer Protection Act, 2019 is partly allowed as under;

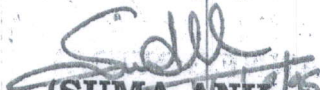
The OP is directed to deposit a sum of Rs.10,000/- along with interest at 9% p.a., calculated from 15.03.2025 (the date mentioned in Ex.P8) till realization of the entire amount.

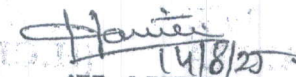
The OP is directed to pay a sum of Rs.20,000/- towards harassment and mental agony caused to the complainant and the complainant is also entitled for Rs.5,000/- towards litigation expenses.

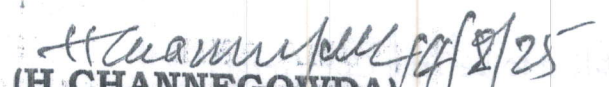
The OP is directed to comply the above order within 45 days from the date of this order. Otherwise, the complainant is entitled for interest @ 12% p.a. from the date of default till realization of the entire amount.

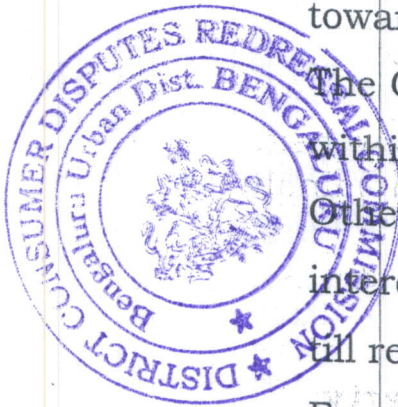
Furnish the free copy of this order and return the extra pleadings and documents to the parties.

(Dictated to the Stenographer, got it transcribed and corrected, pronounced in the Open Commission on this 14TH day of AUGUST 2025)


(SUMA ANIL
KUMAR)
MEMBER


(K. ANITA
SHIVAKUMAR)
MEMBER


(H. CHANNEGOWDA)
PRESIDENT



Witness examined on behalf of complainant:

Sri.Vivekkumar
Rameshbhai Parmar - Complainant

List of documents produced and marked by the Complainant:

1.	Ex.P.1	Printout of Screenshot from OP's website
2.	Ex.P.2	Printout of house listing along with terms and conditions from OP's website
3.	Ex.P.3	Printout of online payment receipt of Rs.10,000/-
4.	Ex.P.4	Printout of email regarding payment of Rs.3,200/-
5.	Ex.P.5	Printout of g-pay receipt for payment of Rs.35,913/-
6.	Ex.P.6 & 7	Printout of email correspondence
7.	Ex.P.8	Copy of draft of Leave & License Agreement
8.	Ex.P.9	Copy of terms of use from OP's website
9.	Ex.P.10	Copy of bank statement of complainant
10.	Ex.P.11	Copy of legal notice
11.	Ex.P.12 & 13	Postal receipt and postal track status

Witness examined on behalf of Opposite party:

Nil

List of documents produced and marked by the opposite party;

NIL

(SUMA ANIL KUMAR)

MEMBER

(K.ANITA SHIVAKUMAR)
MEMBER

(H.CHANNEGOWDA)
PRESIDENT

Certified to be True Copy (free)

Asst. Registrar-cum-
Asst. Administrative Officer,
District Consumer Disputes
Redressal Commission,
Bangalore Urban District,
Bangalore.

Order sent by post/hand

16/8/25.