

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/600/2020**

Dr. Aman Singla

PRESENT ADDRESS - Partner, Smile Dental Clinic # 3 Ground Floor, Sector 19-A,  
Chandigarh.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Just Dial Ltd

PRESENT ADDRESS - Plot No. 66, 2nd Floor, Industrial Area Phase -2, Near Harmony Honda  
Showroom, Chandigarh.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

**AMRINDER SINGH SIDHU , PRESIDENT  
BRIJ MOHAN SHARMA , MEMBER**

**FOR THE COMPLAINANT:**

**FOR THE OPPOSITE PARTY:**

**DATED: 29/10/2025**

**ORDER**

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

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Consumer Complaint No	:	600 of 2020
Date of Institution	:	03.11.2020
Date of Decision	:	29.10.2025

Dr.Aman Singla, Partner, Smile Dental Clinic, # 3 Ground Floor, Sector 19-A,  
Chandigarh.

... .. Complainant

Versus

Just Dial Limited, Plot No.66, 2<sup>nd</sup> Floor, Industrial Area, Phase-2, Near  
Harmony Honda Showroom, Chandigarh.

... .. Opposite Party

**BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT**

**MR.B.M.SHARMA, MEMBER**

**Argued by:** Sh.Gaurav Bhardwaj, Counsel for Complainant.

Sh.Rohit Ummat, Counsel for OP.

**ORDER BY B.M.SHARMA, MEMBER**

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1] The complainant has filed the present complaint pleading that he is a dental doctor by profession and running a clinic namely "All Smile Dental Clinic" in partnership with another Dr.Sahil Chopra, which is being run for the purpose of earning their livelihood by way of self employment. The complainant received a call from the representative of OP that they are leading advertiser on the digital platform and can help the complainant in enhancing his business. The sales executive of the OP visited the clinic of complainant and explained him the details of the advertisement and also

explained that EMI facility is also available through Axis Bank on 0% interest. He informed that the total amount is to be paid in 24 EMIs and no interest will be charged on the EMIs. The complainant agreed for the same and provided the credit card details of his father to the sales executive of OP as he was not having credit card of Axis Bank. An amount of Rs.54,141/- was debited from the credit card and the same was duly credited into the account of the OP and the said amount was converted into the EMI. The invoice of Rs.54,141/- dated 18.01.2020 (Annexure C-2) was generated and provided to the complainant.

It is pleaded that the complainant received the credit card statement (Annexure C-3) in March 2020 and he observed that on 21.02.2020 an EMI of Rs.1948.36 paise was deducted towards principal, Rs.676.76 paise towards EMI interest and Rs.121.82/- towards GST from the credit card, thus, total Rs.2746.94 paise was deducted whereas the EMI facility was on 0% interest. The complainant calculated and found that against the invoice of Rs.54,141/- he has to pay Rs.65,926.56 paise through EMI. The complainant sent an e-mail on 23.03.2020 (Annexure C-4) to the OP that the EMI is on 0% interest as per the offer of OP and correction be done as soon as possible. The complainant thereafter received e-mails on 28.03.2020, 20.04.2020 and 24.04.2020 (Annexure C-5 to C-7) but the issue has not been resolved. The complainant again sent an e-mail on 27.04.2020 and 01.05.2020 that the EMI is being deducted and the issue has not been resolved but the OP sent a reply seeking more time for resolution. Copy of e-mail and reply are Annexure C-8 & C-9. The complainant received an e-mail from OP on 05.05.2020 that the services have been paused till 17.05.2020 and issue

regarding the EMI be taken up with the bank. The complainant duly replied the said e-mail on 07.05.2020 (Annexure C-10) that OP has committed unfair trade practice by showing scheme of 0% interest on EMI and now complainant has to pay interest of EMI and it was also mentioned that he does not want the service of OP and requested for refund of the amount paid. The complainant received another e-mail from OP on 11.05.2020 wherein it was stated that their executive has selected the CCEMI (interest free) option but the EMI is being deducted by the bank so he should approach the bank. The complainant replied the e-mail (Annexure C-11) expressing his grievance regarding the wrong commitment by the sales executive and he requested that his subscription be stopped and the amount be refunded to him. Thereafter the complainant visited the office of the OP on 11.07.2020 but nothing has been done by the OP. Alleging the aforesaid act of OP amounts to deficiency in service and unfair trade practice on its part. Hence, the present consumer complaint has been filed by the complainant with a prayer to direct the OP to stop/terminate the subscription and refund the amount of Rs.54,141/-; compensation for mental agony & harassment and cost of litigation expenses.

2] The OP filed its written version and took preliminary objections of maintainability, concealment of facts and that the complainant is not a 'Consumer'.

It is stated that complainant and his partner Dr.Sahil Chopra entered into a contract with OP in the name and style of "All Smile Dental Clinic" for the contract value (after discount) Rs.54,141/-. The OP on receipt of discounted

value of Rs.54,141/- had sent the terms of service to the complainant on his registered mobile No.7696040003 on 18.01.2020 via SMS at the time of registration (Annexure B & C). The complainant was made fully aware of the terms and conditions of the service and payment as the same were clearly explained to him by sales executive of OP. The complainant on being satisfied with the terms entered into a contract with OP and made the payment as per agreed terms.

It is stated that the complainant opted for payment of the discounted contract value of Rs.54,141/- through interest free credit card EMI options i.e. CCEMI interest free. It is submitted that as per industry practice, interest will be charged by bank on No cost EMI. However the interest charged by the bank is passed on to consumers as upfront discount at the time of buying any product/services. It is evident from the Screen Shot Point No.7 and Screen Shot-II Point No.2 (Annexure A colly) in which it is clearly mentioned that interest will be charged by the Bank. However, the interest charged has been provided as upfront discount at the time of purchase. Hence, it is evident that the OP by offering complainant upfront discount has given him a benefit of No Cost EMI.

It is stated that the representative of OP time and again explained to the complainant the payment terms and accordingly OP replied to the complainant vide e-mail 11.05.2020 (Annexure D) and reconfirmed that the payment mode activated for payment of contract value is CC EMI option interest free (No cost) which is the payment mode agreed by the complainant. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OP has prayed for dismissal of the complaint.

3] Despite giving opportunity, the complainant did not file replication to the written version of OP.

4] Parties led evidence in support of their contention.

5] We have heard the learned counsels for the parties and gone through the entire documents on record.

6] It is an admitted fact and evident from Annexure C-1 & C-2 that the complainant paid an amount of Rs.54,141/- to the OP for availing the services in the form of an advertisement plan. As per case of the complainant, the OP allured the complainant for advertisement for enhancement of business under garb of 0% interest on EMI but actually the interest was being charged on the EMI. Moreover, the advertisement service had been stopped/paused since May 2020 but the OP failed to refund the amount to the complainant and EMI was being deducted continuously.

7] The defence of OP is that the complainant opted for payment of the discounted contract value of Rs.54,141/-. The contract value was Rs.63,003/- and upfront discount on contract value offered by OP to set off CCEMI interest was Rs.8862/-. The interest charged has been provided as upfront discount at the time of purchase. The OP by offering complainant upfront discount has already given him a benefit of no-cost EMI.

8] The complainant paid an amount of Rs.54,141/- through credit card to the OP on 18.01.2020 for availing the services in the form of an advertisement plan. The complainant received the credit card statement in March 2020 and observed that on 21.02.2020, Rs.676.76 paise towards EMI

interest was deducted whereas, as alleged by complainant, the EMI facility was on 0% interest. Immediately he approached the OP for looking into the matter regarding payment by sending e-mail dated 23.03.2020 (Annexure C-4). The correspondence exchanged between the parties through e-mails (Annexure C-5 to C-11) reveals that the complainant was not satisfied with the service of OP, hence, he did not want to continue with the contract and requested the OP to stop the services and refund his payment but the amount deposited has not been refunded to him by the OP, rather the EMI was being deducted as is evident from Credit Card Statement dated 18.09.2020 (Annexure C-12). The complainant lodged his concern to the company website on the customer care but no proper handling of the grievance of the complainant was done by the OP.

9] The OP has categorically stated that they had given a discount to the complainant to cover the interest part to be given by the complainant while paying EMIs and they have also mentioned in its written version that actual Contract Value was Rs.63,003/- on which Upfront Discount of Rs.8,862/- was given. However, there is no document on record to show either agreement or understanding between the parties that the said discount was accepted by the complainant as compensation to take care of the interest part.

10] Since the OP failed to refund the amount to the complainant despite the advertisement service had been stopped/paused and the OP has retained the hard earned money of the complainant without providing service to him, it is safe to hold that there is deficiency on the part of the OP and they are liable to refund the paid amount to the complainant.

11] In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OP is directed as under:-

- i) to refund to the complainant the amount Rs.54,141/- along with interest @ 6% per annum from the date of its deposit i.e. 18.01.2020 till the date of its actual realization.
- ii) to pay Rs.10,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

This order be complied with by the OP within 45 days from the date of receipt of its certified copy.

12] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per Rules under The Consumer Protection Rules, 2020. After compliance file be consigned to record room.

**Announced**

29.10.2025

**Sd/-**

**(AMRINDER SINGH SIDHU)**

**PRESIDENT**

**Sd/-**

**(B.M.SHARMA)**

**MEMBER**

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**AMRINDER SINGH SIDHU**  
**PRESIDENT**

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**BRIJ MOHAN SHARMA**  
**MEMBER**