

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/472/2023**

DR RAJESH TAYAL S/o Late Sh Hari Paul Gupta  
PRESENT ADDRESS - R/o HOUSE NO 373, SECTOR 20 A,  
CHANDIGARHCHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

BYJU's through its Manager.

PRESENT ADDRESS - Ground Floor, Plot J-7, Rajiv Gandhi IT Park Road,  
Chandigarh.CHANDIGARH,CHANDIGARH.

BYJU's, through Poonam Khadka Counselor/Agent

PRESENT ADDRESS - 2nd Floor, Tower D, IBC Knowledge Park, 4/1, Bannerghatta Main Road,  
Bengaluru, KarnatakaCHANDIGARH,CHANDIGARH.

BYJU's, through its Director/Manager.

PRESENT ADDRESS - 2nd Floor, Tower D, IBC Knowledge Park, 4/1, Bannerghatta Main Road,  
Bengaluru, KarnatakaCHANDIGARH,CHANDIGARH.

BYJU's through its Manager

PRESENT ADDRESS - Corporate office at K-40, Outer Circle Opposite PVR Plaza, Connaught  
Place, New Delhi.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

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

**FOR THE COMPLAINANT:**

**FOR THE OPPOSITE PARTY:**

**DATED: 07/11/2025**

**ORDER**

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

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Consumer Complaint No : 472 of 2023

Date of Institution : 18.09.2023

Date of Decision : 07.11.2025

Dr.Rajesh Tayal s/o Late Sh.Hari Paul Gupta, R/o H.No.373, Sector 20 A,  
Chandigarh.

... .. Complainant

Versus

1. BYJU's, Ground Floor, Plot J-7, Rajiv Gandhi I T Park Road, Chandigarh through its Manager.
2. BYJU's through Poonam Khadka Counselor/Agent, 2nd Floor, Tower D, IBC Knowledge Park, 4/1 Bannerghatta Main Road, Bengaluru, Karnataka.
3. BYJU's, 2 nd Floor, Tower D, IBC Knowledge Park, 4/1 Bannerghatta Main Road, Bengaluru, Karnataka through its Director/Manager.
4. BYJU's, Corporate Office at K-40, Outer Circle Opposite PVR Plaza, Connaught Place, New Delhi through its Manager.

... .. Opposite Parties

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

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

**Argued by:** Dr.Rajesh Tayal, Complainant in person.

None for OPs.

**ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT**

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1] The complainant has filed the present complaint pleading that OP No.2 being consultant of Byjus and employee of the OPs contacted the complainant on 05.11.2022 and convinced for purchase of their study material for his daughter Prisha Tayal who was in 9<sup>th</sup> class at that time and assured that if the complainant enrolled his daughter with them they will provide the study material for 9<sup>th</sup>, 10<sup>th</sup>, 11<sup>th</sup> and 12<sup>th</sup> classes also. She also assured that their institute will provide the tablet to the student for the live classes and the student will be prepared for NEET exam also. She also offered a discounted amount of Rs.1,68,000/- for the whole course of four years i.e. from 9<sup>th</sup> class to 12<sup>th</sup> class. The demo was given by another employee of OPs namely Ms.Archana Thakur who was also present with OP No.2 being Product Manager. Ms.Archana Thakur alongwith OP No.2 offered further discounted rates and told if the complainant books their product then the complainant has to pay Rs.1,20,000/- instead of Rs.1,68,000/- to be paid in two years installment. The complainant booked the product of OPs and paid a sum of Rs.15,000/- in advance on 08.11.2022 (Annexure C-1). OP No.2 processed the application and after some time she told the complainant that installment application has been rejected due to some technical issue and told to initiate one time payment for the said course. Thereafter the complainant received a mail (Annexure C-2) from OP No.2 in which she given the details of whole course and offered the complainant Rs.80,000/- i.e. 9<sup>th</sup> to 12<sup>th</sup> classes with NEET preparations, one tablet of Samsung and live classes for the whole 4 years. The complainant on 09.11.2022 deposited

Rs.65,000/- as balance money. After processing the application, OP No.2 dispatched only 10<sup>th</sup> and 11<sup>th</sup> class SD Card instead of 9<sup>th</sup> class, without tablet and books. On 14.11.2022 the complainant received only two SD cards without tablet and books. Thereafter the complainant contacted OP No.2 telephonically and also sent messages but she did not pay any heed to the request of the complainant and linger on the matter. On 15.11.2022, the complainant mailed for the cancellation of course and refund of money (Annexure C-3). It is pleaded that in the month of January, the OPs sent a Samsung Tablet but refused to start live classes and the tablet proved toy in absence of live classes. Due to the said conduct of the OPs, the daughter of the complainant suffered an irreparable loss in her studies. The OPs did not fulfill their commitment and in this way the studies of the daughter of the complainant could not be completed. The complainant time and again contacted the authorized officials of OPs to resolve the issue but to no avail. Alleging the aforesaid act of OPs amounts to deficiency in service and unfair trade practice on their part. Hence, the present consumer complaint has been filed by the complainant with a prayer to direct the OPs to refund Rs.80,000/- towards the amount paid; Rs.30,00,000/- on account of loss of studies; compensation of Rs.10,00,000/- for mental agony & harassment and Rs.21,000/- as cost of litigation expenses.

2] The OPs appeared before this Commission through their counsel and filed their written version to the complaint. The OPs in their written version have stated that after receipt of registration fee/down payment, OP company has dispatched the study material and tab at the address of the complainant

and the same has been delivered to him and the products and study material are in possession of the complainant. The OPs offers a 15 day trial period as per Clause 17 of the Order Summary to its customers to understand and analyze the product and services and make informed choice to either accept the service or reject it. In case customer raises a request for cancellation of the product subscription, the OP Company refunds subscription fee received from such customer and cancels the subscription. The OPs had couriered to the complainant the SD Card for the 9<sup>th</sup> grade also and the complainant himself has confirmed the same in e-mail dated 19.12.2022.

It is stated that the complainant at a later stage expressed his intention to cancel the product. The OPs, even though the pre agreed refundable period had expired, as a goodwill gesture expressed their willingness to comply with the request raised by the complainant. The customer executive of the OP Company contacted the complainant and instructed to furnish the bank account details to which he would want the refund but the complainant has not shared the bank details. As per the terms of agreement without the customer furnishing the bank details to the company, the OP cannot refund the amount.

It is stated that the OPs had actively addressed the complainant on the issues raised and in fact for no fault of theirs and after the expiry of the refund period, the OPs as a goodwill gesture offered to refund the amount but the complainant willfully chose not to respond. The complainant is in possession of the Tab and all the books. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OPs have prayed for dismissal of the complaint.

3] Replication has also been filed by the complainant controverting the assertions of OPs as made in their written versions.

4] Parties led evidence in support of their contention.

5] We have heard the complainant in person and gone through the entire documents on record.

6] The perusal of the receipts (Annexure C-1) on record shows that the payment of Rs.80,000/- has been made by the complainant to the OPs, i.e. Rs.15,000/- paid on 08.11.2022 and Rs.65,000/- paid on 09.11.2022, and the said payment was made for product course of 4 years alongwith tablet and books with Byju's live classes. When the payment was made to the OPs, then it was for the OPs to provide the assured services in all respect or refund the amount. Non-refund of fee to the complainant, as requested on being not satisfied with the services, amounts to deficiency in service on the part of OPs.

7] By not refunding the fee to the complainant, the OP has also acted in defiance of the order of the **Hon'ble National Consumer Disputes Redressal Commission, UT, Chandigarh in case titled as "Sehgal School of Competition Vs. Dalbir Singh, III (2009) CPJ 33 (NC)"**, wherein the Hon'ble National Consumer Disputes Redressal Commission has held as under:-

***"5. We have heard the learned counsel for the Petitioner. He submitted that the student had withdrawn voluntarily and, therefore, there was no deficiency of service. The Petitioner's School has shown excellent results. Hence, it is wrong to observe that their coaching was not upto the mark. He also submitted that one of the conditions imposed by their School which accepting lump sum fees for two***

**years is that 'refundability/ transferability of seat/ fee is not possible under any circumstances'.**

**6. The above condition is one sided and biased totally in favour of the Petitioner and against the principle of equity and natural justice and it is not a fair trade practice. The learned counsel quoted the judgment of this Commission in Homeopathic Medical College & Hospital, Chandigarh Vs. Miss Gunita Virk, I(1996) CPJ 37 (NC), wherein it is held that Fora constituted under the Consumer Protection Act have no jurisdiction to declare any rule in the prospectus of any institution as unconscionable or illegal.**

**7. This judgment is 13 years old. Subsequent to this judgment this Commission in a catena of judgments has held that it is unjust to collect the Fees for the total period of the course. In Nipun Nagar Vs. Symbiosis Institute of International Business, I (2009) CPJ 3 (NC), Revision Petition No. 1336 of 2008, decided by this Commission on 7th November, 2008, after quoting the public notice issued by the University Grants Commission, it was held that the Institute was unfair and unjust in retaining the tuition fee of Rs.1 lakh even after the student withdrew from their Institute. Further if a student leaves before attending a single day of the college or school, he is entitled for total refund except for a small registration fee, say Rs.1,000/-. Even the University Grants Commission had issued a public notice directing all the institutions to refund the money of the students for the period, they have not attended the college/ institution, the extracts of the public notice is reproduced in extenso.**

**"It has come to the notice of the University Grants Commission (UGC) that institutions and Universities including institutions deemed to be Universities are admitting students to various programmes of studies long before the actual starting of academic session, collecting full fee from the admitted students, and retaining their schools/institutions leaving certificate in original. The institutions and Universities are also reportedly confiscating the fee paid if a student fails to join by such dates.**

**The Commission is of the view that the Institutions/ Universities, by way of retaining the certificate in original, force retention of admitted students, which limits the opportunities for the candidates from exercising other options of joining other institutions of their choice. However, it would not be permissible for institutions and Universities**

**to retain the school/institution leaving certificate, mark sheets, caste certificate and other documents in original.**

**The Ministry of Human Resource Development and University Grants Commission have considered the issue and decided that the institutions and Universities, in the public interest, shall maintain a waiting list of students/candidates. In the event of a student/candidate withdrawing before the starting of the course, the wait-listed candidate should be given admission against the vacant seat. The entire fee collected from the student, after a deduction of the processing fee of not more than Rs.1,000 (one thousand only) shall be refunded and returned by the institution/University to the student/candidate withdrawing from the programme. Should a student leave after joining the course and if the seat consequently falling vacant has been filled by another candidate by the last date of admission, the institution must return the fee collected with proportionate deductions of monthly fee and proportionate hostel rent, where applicable.**

**The Universities/institutions are requested to abide by the instructions issued by the UGC. The UGC shall on its own or on receipt of specific complaints from those affected, take all such steps as may be necessary to enforce these directions.**

***Institutions/Universities are also required to convey these instructions to the colleges affiliated to them.***

***This notice has been reiterated subsequently also.”***

***8. Therefore, we do not see any material irregularity or jurisdictional error in the order passed by the State Commission. Accordingly, this Revision Petition is dismissed. There shall be no order as to cost.”***

8] The Hon'ble National Consumer Disputes Redressal Commission, New

Delhi in ***Fiit Jee Ltd. Vs. Dr.Minathi Rath, 2012(1) CPJ 194*** while

considering the revision petition on identical facts, has categorically held that

Fiit Jee Ltd. could not charge full advance fee for Two years and held the

complainant entitled for receipt of refund of fee taken in advance from him by FIIT JEE. It is further held by the Hon'ble National Commission that such cases are consumer disputes within the meaning under the Consumer Protection Act. The Hon'ble National Commission in *Jai Preet Singh Kaushal Vs. FIIT JEE Ltd.*, decided on 14.11.2017 – 2018(I) CON LT 536 relying upon the judgment of ***Hon'ble Supreme Court in Islamic Academy of Education Vs. State of Karnataka***, has also held the charging of fee full in advance for two years course as illegal.

9] The OP-BYJU's is not an accredited academic institution affiliated with any Board or University and is merely a Coaching Centre for providing Coaching to the students. The OPs undoubtedly are in dominating position and as such maneuvered to get the signature of parents of students on pre-settled printed enrollment undertaking. The parents under duress sign such undertaking with an anxiety to get his pupil admitted for best coaching to enable him/her for better performance in the competitions for admission to high ranked engineering / technical institutions / universities. This is nothing but an emotional exploitation and cannot be acquiesced. If any child, after joining the coaching institute, failed to cope up with the coaching schedule or withdraw himself from the course, for the reasons whatsoever, he cannot be penalized by way of forfeiture of his entire money, which has been deposited by his parents with such coaching centre. The Coaching Centres are entitled legally to charge fee only for the services, which they actually provide to the student and not more than that . A man of prudence who has deposited the huge amount for the studies and teaching of his child will not withdraw his ward/child unless teaching/ services is not upto the mark. It is only in the

situation where the assured services are not provided but a sheer wastage of time and energy compels the parents/guardian to withdraw their children from such institute which has made the sale of education a business. Thus, the collecting money on the basis of showing dreams to the parents and students of providing them adequate level of education but practically not providing the same amounts not only to deficiency in service but also unfair trade practice adopted by OPs.

10] The defence of OPs is that after the complainant raised the cancellation request and opted for refund, the OPs offered to refund him the amount and contacted him to furnish the bank details but he has not shared his bank details. The OPs have not placed on record any documentary evidence to show that the complainant was ever asked or communicated to take refund of the deposited amount. In the absence of which, the assertions made by the OPs are bald and thus, cannot be believed.

11] In the light of above observations, the present consumer complaint deserves to succeed against the OPs. Accordingly, the present consumer complaint is partly allowed with the following directions to the OPs:-

- i) to refund the fee of Rs.80,000/- (i.e. Rs.15,000/- + Rs.65,000/-) to the complainant alongwith interest @ 9% per annum from the date of its deposit till the date of its actual realization to the complainant.
- ii) to pay Rs.20,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

This order be complied with by the OPs 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**

07.11.2025

**Sd/-**

**(AMRINDER SINGH SIDHU)**

**PRESIDENT**

**Sd/-**

**(B.M.SHARMA)**

**MEMBER**

as

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

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