

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
PUNJAB, CHANDIGARH.**

First Appeal No. 162 of 2024

**Date of institution : 21.03.2024
Reserved on : 24.09.2025
Date of Decision : 13.11.2025**

1. Country Club Hospitality and Holidays Ltd. 6-3-1219 Begumpet
Hyderabad PIN 500016 through its Proprietor/Partner/Manager.

Email : bharatr@countryclubmail.com

2. Country Club Wellness World Shop No. 5, 2nd Floor, Paras
Down Town Mall, Zirakpur, Punjab

Email : bharatr@countryclubmail.com

....Appellants/Opposite Parties

Versus

Rajiv Vohra Advocate Chamber No. 109 Block-A, Distt. Courts
Gurdaspur

Email; advrajivvohra@gmail.com

....Respondent/Complainant

**First Appeal under Section 41 of the
Consumer Protection Act, 2019 against the
order dated 06.02.2024 passed by the District
Consumer Disputes Redressal Commission,
Gurdaspur in C.C. No. 196 of 2019.**

Quorum:-

**Hon'ble Mrs. Justice Daya Chaudhary, President
Mr. Vishav Kant Garg, Member**

1) Whether Reporters of the Newspapers may be
allowed to see the Judgment? **Yes/No**

2) To be referred to the Reporters or not? **Yes/No**

3) Whether judgment should be reported in the Digest? **Yes/No**

Present:-

For the appellants : Sh. Pradeep Sharma, Advocate
For the respondent : Sh. J.S. Mahal, Advocate

VISHAV KANT GARG, MEMBER :

Appellants/Opposite Parties i.e. Country Club Hospitality and Holidays Ltd., have filed the present Appeal **through their Proprietor** to challenge the impugned order dated 06.02.2024 passed by the District Consumer Disputes Redressal Commission, Gurdaspur (in short, "the District Commission"), whereby the Complaint filed by the **Respondent/Complainant-Rajiv Vohra** had been Partly Allowed.

2. It would be apposite to mention here that hereinafter the parties will be referred, as were arrayed before the District Commission.

3. Briefly, the facts of the case as made out by the Respondent/Complainant-Rajiv Vohra in the Complaint filed before the District Commission are that the Complainant had attended the demonstration of the OPs regarding the facilities available at their vacation destinations. After attending the said meeting and under good faith, the Complainant was attracted with the facilities to the provided at the destinations of the OPs. He under the force of the representative of the OPs had agreed to purchase the five years vacation plan of the OPs on payment of Rs.60,000/- and had paid the said charges to the OPs representative at Hotel R.K. Regency, Gurdaspur. On this, the OPs had issued Club Membership No. CCCDG203V5LB30554 dated 28.09.2018, which was valid for 5 years. At the time of purchasing the said Membership, OPs had assured to provide the best hospitality services during vacations and had agreed to provide 21 days free boarding and lodging destination per year.

4. In the month of December, 2018 the Complainant had decided to avail the services of the OPs by spending vacations at Goa. The Complainant had approached the OPs and had requested to book the accommodation in their property/Resort at Goa but the OPs had declined his request and showed inability to accept the said request. Thereafter, the Complainant again in the month of January, 2019 had requested to the OPs to book their vacations at Bangalore, Ooty etc., which was also not accepted by the OPs. Instead of providing the stay, the OPs had illegally demanded Rs.10,000/- more from the Complainant. In spite of already charged Rs.60,000/-, the OPs had failed to provide the bookings for vacations at their destination on the request of the Complainant, who had planned the same with his family. Said act of the OPs amounted to cheating with innocent customers as the OPs in spite of making huge promises had failed to fulfill the same and shattered the desires of the Complainant and his family.

5. Stating the act of the opposite parties to be a case of '**deficiency in service**' and '**unfair trade practice**', it was prayed in the Complaint that the OPs be directed to refund the deposited amount of Rs.60,000/- along with interest @ 18% p.a., pay Rs.50,000/- as compensation and Rs.50,000/- also on account of mental agony and harassment and Rs.20,000/- as litigation expenses.

6. Upon issuance of notice in the Complaint, the Appellants/ Opposite Parties had filed the written statement by raising certain preliminary objections that the Complaint was not maintainable because the Complainant had not approached to the Commission with clean hands. The Complainant, who was an Advocate by profession, after understanding the scheme and terms of vacations had signed the Agreement dated 28.09.2018, therefore, the Complainant was bound by

the terms of the Agreement. On attending the Welcome Call by the Complainant, he had confirmed the Membership and had agreed to use the services on paying the full Membership Fee. The Complainant had deliberately concealed the said Agreement while filing the Complaint. It was clearly mentioned in the Clause 10 of the Agreement regarding payment of one time membership fee of Rs.70,000/-, but the Complainant had paid Rs.60,000/- only and still balance was due. As per the Agreement, the Complainant was also required to deposit the annual maintenance charges every year. It was clearly mentioned that he could not utilize the vacations until the dues including annual maintenance charges were cleared. The Complainant was informed that as per Clause No. 10, he had to clear the balance of Rs.10,000/- towards vacation charges and had also to clear Rs.10,500/- excluding taxes as AMC. In the case of the Complainant, on his special undertaking regarding the payment of annual maintenance charges on using 1st Holiday, it was clarified that failure to pay the said amount would be a case of default. It was clearly mentioned that until the dues were cleared, the Member cannot utilize the facilities. As the Complainant himself had failed to deposit the due amount, therefore, there was no 'deficiency in service' or 'unfair trade practice' on the part of the OPs. It was pleaded that as per Agreement, the Complainant was entitled to stay for a period upto 6 nights and 7 days each year at the properties of the OPs within India, thus, totaling for 5 years, 30 nights and 35 days during Membership were allowed. As per Clauses 42 & 43 of the Agreement, it was clearly mentioned that the terms mentioned in the Printed Form/Agreement supersedes any verbal/written promises, even on Company Letterhead or Stamp Paper, made by Agent/Representative of CCHHL. It was denied that the Complainant had decided to spend any winter vacations at Goa and had failed to annex any

evidentiary proof in this regard. It was wrongly pleaded by the Complainant that in the month of January 2019, when he had requested for booking at Bangalore, Ooty etc., the OPs illegally demanded Rs.10,000/- from him. The Complainant was clarified regarding the demand of Rs.10,000/-, which was due as the Complainant had only paid Rs.60,000/- with the OPs instead of Rs.70,000/- as one time membership charges. He was also required to clear the AMC of Rs.10,500/- as per Clause 10 of the Agreement. The OPs were always ready and willing to provide the services as per the entitlement of the Complainant but only on clearing all the dues by the Complainant. Bookings can only be done by the Customers in advance accordingly within the time period mentioned against the colour/season allotted against their Membership. No proof had been attached by the Complainant that he had tried to book the vacations through online website i.e. the agreed procedure. The Complainant was himself at fault by not clearing all the dues as per the terms and conditions of the Agreement and filed the Complaint on false and baseless allegations, only to harass the OPs and to extort the money. It was prayed that the Complaint be dismissed with costs.

7. After considering the contents of the Complaint and the reply thereof filed by the Opposite Parties as well as on hearing the oral arguments raised on behalf of both the sides, the Complaint filed by the Complainant was partly allowed by the District Commission vide order dated 06.02.2024. The relevant portion of the said order as mentioned in Para-14 & 15 are reproduced as under:

“14.....Since the complainant was not provided with promised services by the opposite parties, as such complainant was within his right to seek refund of the amount of Rs.60,000/- and failure to refund the amount, amounts to deficiency in service on the part of the opposite parties.

15. Accordingly, the present complaint is partly allowed and opposite parties are directed to refund the amount of Rs.60,000/- to the complainant alongwith interest @ 9% P.A. from the date of filing of the present complaint till realization within 30 days from the date of receipt of copy of this order. No order as to costs."

8. The aforesaid order dated 06.02.2024 passed by the District Commission has been challenged by the **Appellants/Opposite Parties** by way of filing the present Appeal by raising a number of arguments.

9. There was delay of 21 days in filing the Appeal. M.A. No. 462 of 2024 was filed for condonation of delay in filing the Appeal, which was supported by an affidavit. The delay of 21 days in filing the Appeal, was condoned vide order dated 18.04.2024.

10. **Mr. Pradeep Sharma, Advocate, learned Counsel for the Appellants** has submitted that it was not the case of the Complainant that he had never signed the Agreement entered between the parties, therefore, when the document was not disputed between the parties, the terms of the same were binding by the parties. The requirements described by the District Commission while holding the said agreement null and void between the parties, was based only on assumptions and presumptions. All ingredients of a valid contract were satisfied. The Complainant had purchased 'Blue Season' category plan of the OPs with the terms of 5 years, wherein he was entitled for total 30 nights and 35 days stay as per Clause 2 of the Agreement and not of 105 days in 5 years. The averments made in the Complaint by the Complainant were oral in nature and were not based on any documentary evidence. The District Commission instead of relying upon valid documentary evidence had considered the oral assertions of the Complainant as correct. The findings that the agreement was made out at Hyderabad whereas the

Complainant had never visited Hyderabad, agreement not made on the stamp paper and there was no witness to the Agreement were not appropriate. When the Complainant himself submitted that he had signed the said Agreement at Gurdaspur and thereafter the same was sent to Hyderabad for signing by the Authorized Signatory of the OPs, the signatures on the Agreement were admitted by the Complainant, hence same was legal under law. It was further averred that as per Section 10 of the Contract Act, agreement was a contract between the parties and its terms were binding, if the same is signed by the parties with their free Will and not disputed between the parties. The findings of the District Commission regarding setting-aside the Agreement between the parties was not justified in view of the documents on record. Therefore, in these circumstances, the impugned order was against the facts and documents on record and was not passed after applying judicious mind. The impugned order be set-aside.

11. On the other hand, **Sh. J.S. Mahal, Advocate** learned Counsel for the Respondent has argued that the Complainant on believing the assurances of the representative of the OPs, joined the Membership in good faith. He had paid Rs.60,000/- to the OPs and the OPs had assured to provide good hospitality services at their destinations. They had assured to provide 21 days per year free boarding and lodging destination for 5 years. Thereafter, the Complainant had approached the OPs for the booking in their Club at Goa in December, 2018 and thereafter, in January, 2019 in Bangalore and Ooty etc. The OPs instead of fulfilling the Complainant's request, made illegal demand of Rs.10,000/- more from him. Instead of paying huge amount of Rs.60,000/-, the OPs had failed to provide him any vacations. The OPs had also failed to produce any record that the Complainant had never followed the booking procedure. The OPs

cheated the innocent people by making false promises. By the illegal act and conduct of the OPs, the Complainant had suffered with great mental agony and inconvenience. The District Commission had rightly appreciated the material available on file and passed a well-reasoned order and prayed to uphold the same.

12. We have heard the oral arguments of the learned Counsel for the parties and have also carefully perused the impugned order passed by the District Commission, written arguments submitted by the parties and all the relevant documents available on the file. We have also gone through the judgments cited by both the parties.

13. First of all we are to consider the findings of the District Commission that the Agreement between the parties was not legal. When the Complainant had neither disputed his signatures on the Agreement nor raised any objection regarding the validity of the Agreement executed between the parties, therefore, the findings of the District Commission regarding the validity of the Agreement is not justified one in the given circumstances. Rather on perusal, it is revealed that the Complainant had not disclosed anywhere in the Complaint that he had signed any agreement at the time of presentation and had tried to mislead the District Commission on this account.

It is settled law that a party, who withholds material/relevant information to gain an advantage is considered to be playing a fraud, is not entitled for any relief. So under these circumstances, the findings of the District Commission regarding the validity of the Agreement between the parties, which were even not challenged by the Complainant is not justified, hence, we set-aside the said findings of the District Commission.

14. It is not disputed that the Complainant had purchased the Membership of the OPs for the term of 5 years on paying the payment of Rs.60,000/-. However, the OPs had argued that the said Membership was agreed to be provided on payment of Rs.70,000/- and still an amount of Rs.10,000/- was due to be paid by the Complainant. The Complainant was also liable to pay Rs.10,500/- annually as Annual Maintenance Charges, which was clearly reflected in the Welcome Letter dated 13.10.2018 (Ex. OP-1,2/6). The Complainant was required to pay the said amount of Rs.10,000/- within 45 days from the date of enrollment, which he failed to do so.

15. The Complainant had claimed that he was assured to be provided 21 days free boarding and lodging vacations per year. Whereas the OPs had stated that as per Agreement Clause No.2, he was entitled for 6 Nights 7 Days Holidays each year for the term of 5 years and the Complainant was entitled for facilities of Studio Apartment under Blue Season days. Same was also intimated to the Complainant on 13.10.2018 through Welcome Letter.

16. The payment of Rs.60,000/- has been proved vide two receipts of Rs.30,500/- and Rs.29,500/- dated 04.10.2018 (Annexures R-3 and R-4) on record. Therefore, it is clear that the Complainant had paid Rs.60,000/- with the OPs for taking the Vacation Membership. After receipt of the above said amount, the OPs had issued Welcome Letter dated 13.10.2018 to the Complainant. From the said documents, it is clear that the Complainant was part of the OPs Family Vacations Membership Programme for the term of 5 years.

17. The dispute between the parties regarding the allegations the Complainant had levelled against the OPs that he had approached the OPs for availing vacations at Goa in the month of December, 2018, which

the OPs had failed to provide. He had again approached the OPs for availing bookings of Bangalore or Ooty etc. in the month of January, 2019. On this, the OPs had asked the Complainant to deposit Rs.10,000/- more with the OPs. Dissatisfied with the said act of the OPs regarding cheating with him and other innocent people by their illegal act and conduct, he preferred to file the Complaint against the OPs for the refund of his deposited amount i.e. Rs.60,000/- along with 18% interest.

18. From the document Ex. C-4/OP-1,2/6 i.e. Welcome Letter, it is clear that the Complainant was entitled for 5 years vacations in the Country Club Resorts. It was also mentioned in the same that he had paid Rs.60,000/- on 04.10.2018 and still balance of Rs.10,000/- rests to be paid by the Complainant. In the said document, it is also mentioned that for 5 year vacations, it was mandatory to pay the Annual Maintenance Administrative Charges (AMC) of Rs.10,500/- per year, irrespective of the usage. Also it was mentioned in the said document that '*As a Country Club Member you are eligible for below mentioned facilities*':-

Facilities	Description
Holidays	6 Nights 7 Days, For 5 Years, Season : Blue, Room Type : Studio

Therefore, from the above it is clear that on payment of Rs.60,000/-, the OPs had issued Membership to the Complainant and as per Complainant, he was entitled for the above said facilities. There was no dispute about the said facts.

19. On perusal of the case file, it was noticed that the Complainant had not annexed the copy of the Agreement executed between the parties whereas the OPs annexed 'Vacations Sale Agreement' (Ex. OP-1,2/2), which was duly signed by both the parties. The Complainant nowhere had denied his signatures on the said document.

Being an educated and legal person by profession, it was presumed that he had fully understood the terms disclosed during presentation and the conditions mentioned in the Agreement, before signing the same. Therefore, the terms of the said Agreement were certainly the basis for deciding the claim of the Complainant on either side. As noticed above in Ex. C-4/OP-1,2/6, it was clearly mentioned that the Complainant was required to deposit Rs.10,000/- as a balance, within 45 days from the date of enrollment, which he had failed to do so. However, it was admitted that the Complainant had paid Rs.60,000/- on 04.10.2018.

20. Now the issue for consideration is whether on making part-payment with the OPs, the Complainant was entitled for vacations or not.

21. As the terms of the Vacations Sale Agreement were applicable for availing the Holiday benefit, which were signed by both the parties, therefore, the relevant Clauses need to be examined first. Some of the relevant Clauses of the Agreement were reproduced as under:-

"In the event the Second Party chooses to benefit from "Cash out" price then he/she is liable to pay the entire amount within 30 days of initial payment. In the event the Second Party does not make the payment within 30 days of the initial payment, then the First Party will revoke the benefit of the "Cash Out" price and will collect the full product price from the Second Party.

Annual Charges

10. To maintain and provide facilities, accommodation and other benefits to the member as per this agreement on annual charges of Rs.10,500/- (Rupees Ten Thousand Five Hundred only) excluding taxes is applicable and paid in advance every year irrespective of the usage. This amount is due from the date of this agreement and must be paid before the first Holiday or within the first 3 months or during the course of the membership there is a one time special undertaking that can be given saying that after using the first holiday second party will pay the AMC regularly. Failure to pay the said amount or any other amount due shall be considered as a default by the member and the member cannot utilize the facilities until the dues are cleared. Annual charges bill will be generated irrespective of whether the Second Party has made full or part payment towards the membership. Annual charges will increase by 15% every Three Years on the last paid amount without prior notice.

16. Holiday booking is to be done online only or through the Country Club mobile app. To make bookings online please visit www.countryclubindia.net. click on login and select your location from the drop down menu. Login with the username and password mentioned on the ONLINE receipt (obtained as per clause 23), which will also be sent along with the welcome letter and the procedure for booking online to book your holidays). The Second Party can utilize the vacations immediately on full payment of product and other dues ever before receiving the card and welcome kit. The reservation is only confirmed once the booking voucher is issued. The reservations merely with an email for confirmation without a booking voucher is not a confirmed vacation and therefore the same will not be accepted. During peak time if occupancy of CCHHL's owned resort opted for is high, ONLY shorter holiday durations are provided to accommodate others.

36. Second party may be denied using his/her vacations under this agreement if there is any other outstanding due payable from the Second Party to the First Party.

42. Second Party understands that this Agreement (in the printed form ONLY) **SUPERCEDES** any communication whether written or oral or any variation or hand written remarks rewriting the printed Agreement made by the Agents and/or representatives of CCHHL or Second Party to this Agreement and/or any other written communication issued by CCHHL representatives (including on Company Letter Head or STAMP PAPERS). Further, Second Party understands that the benefits and terms of the vacations as set out in the Agreement are final and binding on CCHHL, and Second Party.

48. Second Party here by confirms that Second Party has gone through the aforesaid Terms & Conditions and Benefits/Obligations and Second Party has understood and accepted the same."

22. From the reading of above clauses, it is clear that the Complainant was only entitled to avail the Holiday benefits on clearing all the dues. There was no dispute that an amount of Rs.10,000/- was due to be paid against the Membership Charges. Said amount must be cleared by the Complainant within 45 days from the date of enrollment. Said Membership had started from the issuance of letter dated 13.10.2018 and the Complainant had stated that he had applied for Holidays for the month of December, 2018 for Goa and thereafter, for January, 2019 for Bangalore, Ooty etc. However, the OPs had denied the fact that the Complainant had approached them for December Holidays but stated that at the time of January holidays, they had asked the Complainant to clear

the outstanding payment of Rs.10,000/-. Said payment was proved on record as 'due amount', demanded in the letter dated 13.10.2018, therefore, as per Agreement, when there was due outstanding on the part of the Complainant, he was not entitled to claim the Holidays from the OPs. It was specifically mentioned in the Clause No. 16 of the Agreement that ***'the Second Party can utilize the vacations immediately on full payment of product and other dues ever before receiving the card and welcome kit.'*** It was held by the Hon'ble Supreme Court number of judgments that the parties are governed by the terms of the contract/agreement. Therefore, we are of the view that the Complainant had to clear all the dues before availing the Holidays.

23. The Complainant submitted that at the time of presentation, the representatives of the OPs represent different facts and nowhere it was clarified to him that he was required to clear all the dues before availing the holidays. From the evidence available on record and the Complainant being an educated person, Advocate by profession, it was not presumed that under the *'good belief'* without going into the details, he had accepted the offer of the OPs. It was held by the Hon'ble National Commission in **2015 (4) CPR 584 "Sanjib Kumar Dey & Anr. Vs. Chabbi Dey & 2 Ors."** that the documentary evidence will always get preponderance/dominance over the oral evidence. From the documents available on record, it is clearly proved that Rs.10,000/- were still required to be paid by the Complainant and he was also liable to pay the AMC as per Membership terms.

24. Moreover in the Complaint, the Complainant has concealed the fact regarding any Agreement with the OPs in which all the details about the holidays were explained under various class. So in the

circumstances of the concealment of facts, he was not entitled to any relief.

25. The District Commission had put the liability on the OPs to refund the amount with interest only on the account that the OPs failed to provide the promised services to the Complainant. Whereas as discussed above, as the Complainant was himself at fault by not clearing the all dues, therefore, he was not entitled to avail holidays at the destinations of the OPs. By annexing sufficient proof on record, the Appellants/OPs are able to prove that the Complainant was himself at default in clearing the dues so as per the Agreement, he is not entitled to avail the services of the OPs.

26. Thus, keeping in view the aforesaid observations, documents available on the file and the judgment referred above, we find force in the arguments raised by the counsel for the Appellants that the Complainant was fully aware about the terms and conditions of the Agreement and still there was outstanding amount due to be paid by him. Therefore, we deem it appropriate to **set-aside** the impugned order dated 06.02.2024 passed by the District Commission. Accordingly, the present Appeal is **allowed** and the impugned order dated 06.02.2024 is **set-aside**. Consequently, the Complaint filed by the Complainant is dismissed for the reasons referred above. No order as to costs.

27. Since the main case has been disposed off, so all the pending Miscellaneous Applications, if any, are accordingly disposed off.

28. The Appellants had deposited a sum of Rs.25,000/- at the time of filing of the Appeal. Said amount, along with interest which has accrued thereon, if any, shall be remitted by the Registry to the Appellants in equal share, as per practice.

29. The Appeal could not be decided within the statutory period due to heavy pendency of Court Cases.

**(JUSTICE DAYA CHAUDHARY)
PRESIDENT**

**(VISHAV KANT GARG)
MEMBER**

November 13, 2025.

as