

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/316/2021**

Amandeep Singh Gill

PRESENT ADDRESS - S/o S. Rajender Singh Gill, R/o H.No. 753 Sector 125 Kharar SAS Nagar.
Mohali 140301 Punjab.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Airtel Bharti Cresent

PRESENT ADDRESS - 1, Nelson Mandela Road, Vasant Kunj, Phase II, New Delhi 110070
through its authorized signatory.CHANDIGARH,CHANDIGARH.

Bharti Airtel Ltd

PRESENT ADDRESS - Plot No. 21, Rajiv Gandhi Technology Park, Chandigarh 160101. Through
its authorized Signatory. CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

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

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 08/12/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/316/2021
Date of Institution	:	25/05/2021

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

1. Complainant has filed the present consumer complaint pleading that he received bill dated 3.3.2021 (Annexure C-1) in connection with his mobile No.97792-48507 from the OPs wherein an amount of 649/- was levied on account of international roaming. Complainant called the customer care of the OPs to know the detail of the charges levied and also submitted written request. In reply, he received email intimating that he had used the mobile internet on 1.3.2021 somewhere in Russia though he was travelling from India to Newark (NJ)(USA) from 28.2.2021 to 1.3.2021. Further, complainant in order to use WIFI internet on flight, had purchased an internet pack from airlines and for that made payment of \$16.99 USD, as such there was no question of using mobile internet and the same is otherwise not available at an altitude of 35000 ft. The complainant requested the OPs to adjust the said amount but with no success. Alleging that the aforesaid acts amount to deficiency in service and unfair trade practice on the part of OPs, complainant has filed the instant consumer complaint seeking refund of the amount of 649/- alongwith interest, compensation and litigation expenses.

2. In their written version, OPs admitted that the complainant had opted for internet pack and he had been auto charged for 649/- to avoid bill shock. The complainant was charged as per Indian date/time and actual

usage might have been done by him on 28.2.2021.

Remaining allegations

have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on their part, OPs prayed for dismissal of the consumer complaint.

3. In replication, complainant controverted the stand of the OPs and reiterated his own.

4. Parties led evidence in support of their case.

5. We have heard the learned Counsel for the parties and have gone through the documents on record, including written arguments.

6. Admittedly, complainant is the user of the mobile services of the OPs. The case of the complainant is that the OPs had illegally charged an amount of 649/- from him on account of use of mobile internet somewhere in Russia despite the fact that he was traveling from India to USA and that too at an altitude of 35000 ft. where mobile internet is not available. On

the other hand, the defence of the OPs is that the complainant had been auto charged for 649/- and that the company had charged the bill as per usage.

7. Perusal of the bill (Annexure C-1) reveals that among other things, complainant was charged 3,599/- for the period from 1.3.2021 to 11.3.2021 for “international roaming @3599 unlimited incoming – 10 days pack” and another amount of 649/- for the period from 1.3.2021 to 2.3.2021 for “international roaming daily limit pack benefit @649-new nrc” .

Though the complainant has alleged that he was charged 649/- on account of international roaming but perusal of the bill (Annexure C-1) clearly reveals that the same was on account of activation of some pack for one day only. It is not the case of the complainant that he did not activate the said pack of 649/-. Had the complainant alleged that he did not opt for the activation of said pack of 649/-, things would have been different but that is not the case.

8. The entire thrust of the complainant in his consumer complaint is on the fact that he was illegally charged 649/- by the OPs on account of use of mobile internet in Russia, however, the same has absolutely no concern with the purchase/activation of a pack, as depicted in the bill (Annexure C-1) or his location etc., whether Russia or USA. Not only this, the nomenclature of the pack “international roaming daily limit pack” itself is self-explanatory i.e. for use while in international roaming/travelling and undisputedly complainant was travelling outside India at the relevant time. Hence, now it does not lie in the mouth of the complainant to subsequently challenge the activation of any pack, especially when he has not disputed the activation of another pack of 3,599/- which was also activated on 1.3.2021 and was valid till 11.3.2021, as is also evident from the bill (Annexure C-1).

9. In view of the above discussion, it is safe to hold that the complainant has miserably failed to prove any deficiency in service or

unfair trade practice on the part of OPs.

Resultantly, the present consumer

complaint deserves to fail and the same is hereby dismissed, leaving the

parties to bear their own costs.

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

11. Certified copy of this order be sent to the parties, as per rules.

After compliance file be consigned to record room.

08/12/2025

[AMRINDER SINGH SIDHU]

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PRESIDENT

[B.M. SHARMA]

MEMBER

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AMRINDER SINGH SIDHU
PRESIDENT

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BRIJ MOHAN SHARMA
MEMBER