

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/203/2021**

Mr. Raman

PRESENT ADDRESS - aged 20 Years, S/o Sh. Girdhari Lal Shukla, R/o H.No. 1368, Vikas Nagar, Mauli Jagran, U.T., Chandigarh-160102CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Institute of Engineering & Technology(I.E.T.)

PRESENT ADDRESS - Bhaddal Technical Campus, Ropar Punjab through its Chairman/DirectorCHANDIGARH,CHANDIGARH.

Punjab State Board of Technical Education and Industrial Training, Plot No. 1-A, Sector-36-A, Chandigarh through its Registrar/Managing

PRESENT ADDRESS - DirectorCHANDIGARH,CHANDIGARH.

Mr. Tinku Singh,(Commission agent of I.E.T. Bhaddal) R/o H.No. 4330, Maloya Colony

PRESENT ADDRESS - Chandigarh (M-81465-89267, 62805-11881)CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

**AMRINDER SINGH SIDHU , PRESIDENT**

**BRIJ MOHAN SHARMA , MEMBER**

**FOR THE COMPLAINANT:**

**FOR THE OPPOSITE PARTY:**

**DATED: 09/12/2025**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**

**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/203/2021
Date of Institution	:	24/03/2021



Goel, Counsel for complainant

None for OP-1

None for OP-2

OP-3 ex-parte

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

1. The complainant has filed the present consumer complaint pleading that on the allurements of OP-3, complainant alongwith his father went to OP-1. Thereafter OP-1 disclosed about fee structure of D-Pharmacy (2 years regular course) as 20,000/- per annum and 12,000/- per annum as transportation charges. Accordingly, complainant deposited the first year fee of 20,000/- for the said course and in September 2019 also deposited the transportation charges of 6,000/- for six months with OP-1 and attended the classes as a regular student from September 2019 to February 2020. Subsequently, on account of COVID-19, first year examination was not held and OP-1 had assured that they would promote him in second year without conducting the examination. On 16.2.2021 complainant received fee circular alongwith date sheet on his whatsapp and also received a telephonic call from employee of OP-1 to deposit fee of second year. Accordingly, complainant visited OP-1 and filled the APF (examination form) for the said course and on instructions of OP-1 deposited fee of 10,000/- + 13,000/- = 23,000/- on 19.2.2021 and thereafter he was issued the roll No. On 22.2.2021, complainant received the question

paper for Pharmaceutics-I through online examination, which he solved and sent to email id of OP-1 in PDF format. The second examination was to be held on 24.2.2021 but the complainant did not receive any question paper on the said date and when he contacted the class teacher, he was told that he could not sit in the examination as he had not filled up the APF (Examination Form). Complainant personally contacted OP-1 institute and tried to convince it 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 amount paid alongwith interest, compensation and litigation expenses.

2. In its written version, OP-1 admitted that the complainant had attended the classes from September 2019 to February 2020. It is further admitted that the lockdown was imposed by the Govt. and examination of first semester was not held as scheduled. It is averred that the complainant had appeared only in 02 MST exams (sessional exams) conducted by OP-1 and obtained zero marks in both subjects, however, keeping in view his future, it had issued him roll No. but the complainant did not fill up APF/ examination form. It is alleged that the complainant himself is totally at fault and negligent. PSBTE had given a special chance to students to upload their exam form and pay fee by 15.6.2020 vide circular dated 8.5.2020 and then by 15.2.2021 vide circular dated 8.2.2021 but the complainant failed to do so due to his own negligence. Thereafter the complainant cleverly and intentionally deposited cash payment on

19.2.2021 with the accounts department of OP-1 without mentioning any detail. Complainant did not deposit his 2<sup>nd</sup> & 3<sup>rd</sup> semester fee before 19.2.2021 nor he had filled examination form and had intentionally deposited 2<sup>nd</sup> & 3<sup>rd</sup> sem (part payment) fee on 19.2.2021 when he came to know that exams were starting from 22.2.2021. It is denied that OP-1 had issued the roll No. to the complainant after depositing fee rather the same was issued to him after his sessional exams conducted by the institute. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP-1 prayed for dismissal of the consumer complaint.

3. In its separate written version, OP-2 averred that the examination of D-Pharmacy amongst other technical subjects are conducted as per rules via an online computer portal which accepts and processes the APF (application forms) of the prospective students from various affiliated colleges or by students and it had no role to play in the timely submission of the same. OP-1 had sent letters dated 23.2.2021 & 26.2.2021 with answering OP after the last date of submission of APF (application forms) for D-Pharmacy Examination (1<sup>st</sup> semester) had closed on 17.2.2021 and even the exam had started w.e.f. 22.2.2021. Remaining allegations have been denied being false. Pleading that there is no deficiency in service or unfair trade practice on its part, OP-2 prayed for dismissal of the consumer complaint.

4. Despite due service, OP-3 did not put in appearance before this Commission and accordingly it was proceeded against ex-parte vide order dated 16.6.2022.

5. In replication, complainant controverted the stand of the OP and reiterated his own.

6. Complainant and OP-1 led evidence in support of their case. However, OP-2 did not file evidence by way of affidavit.

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

8. Admittedly, complainant had taken admission in OP-1 institute in D-pharmacy in the year 2019 and attended the classes and paid the fee from time to time. The case of the complainant is that though he was issued the roll No. and also undertook the first exam held on 22.2.2021 but thereafter he was illegally declared ineligible to sit in the second exam held on 24.2.2021 on the ground that he had not filled up the APF (Examination Form) despite the fact that he had filled the same and even OP-1 had accepted the fee. On the other hand, defence of the OP-1 is that the complainant himself is at fault as he did not fill up APF/examination form whereas the defence of OP-2 is that it had no role to play in the timely submission of the APF (application forms) of the prospective students.

9. However, we do not find any merit in the defence of OP-1 because if the APF form was not filled by the complainant, it should not have allowed the complainant to sit in the first examination also which was held on 22.2.2021. On the contrary, OP-1 accepted fee of 13,000/- towards 2nd semester and 10,000/- as fee for 3rd semester (part payment) from the complainant, as is evident from the receipts dated 19.2.2021 (Annexure C-3 & C-4 respectively).

10. Not only this, OP-1 institute has failed to prove on record that it had sent any communication through email, Whatsapp or any other mode to the complainant asking him to fill the requisite APF form. Rather it is the own admitted case of OP-1, as is evident from its letters dated 23.2.2021 & 26.2.2021 (at page 18 & 19), that the complainant alongwith another student could not submit APF for 1st year exam in time due to COVID-19 pandemic & communication gap. Therefore, OP-1 cannot be allowed to shift the entire fault/burden on the complainant and it is unsafe to hold that the complainant solely was negligent in non-filling/non-submission of the APF form. Hence, the aforesaid acts of OP-1 certainly amounts to deficiency in service and unfair trade practice on its part and the present consumer complaint deserves to succeed.

11. Coming to the quantum of relief, no doubt complainant has prayed for refund of amount of fee of 49,000/- yet undisputedly when he had studied at OP-1 institute, it would not be prudent for us to order refund

of the said amount. However, that would not absolve OP-1 from its deficiency in service and unfair trade practice, as illustrated above, and the ends of justice would be met if we direct it to pay global compensation to the complainant for the harassment caused to him.

12. In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and OP-1 is directed to pay 50,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

13. This order be complied with by OP-1 within 60 days from the date of receipt of its certified copy, failing which aforesaid amount shall carry interest @ 9% per annum from the date of this order, till actual realization.

14. Since no deficiency in service or unfair trade practice has been proved against OPs 2 & 3, therefore, the consumer complaint against them stands dismissed with no order as to costs.

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

16. Certified copy of this order be sent to the parties, as per rules. After compliance file be consigned to record room.

**09/12/2025**

**[AMRINDER SINGH SIDHU]**

**hg**

**PRESIDENT**

**[B.M. SHARMA]**

**MEMBER**

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

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