

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/115/2025**

SUSHIL KUMAR AGGARWAL

PRESENT ADDRESS - HOUSE NO 1457 SECTOR 42 B , CHANDIGARH, CHANDIGARH.

PERMANENT ADDRESS - HOUSE NO 1221 SECTOR 42 B , CHANDIGARH, CHANDIGARH.

.....Complainant(s)

Versus

RELIANCE JIO INFOCOMM LIMITED

PRESENT ADDRESS - JIO FIBER CHANDIGARH SCO 87, 88, 89, SECOND FLOOR , BACK SIDE PICADDILT THEATER , SECTOR 34 , CHANDIGARH, CHANDIGARH.

BUSINESS ADDRESS - C 135, GROUND FLOOR INDUSTRIAL AREA , INDUSTRIAL AREA , PHASE 8 , S.A.S NAGAR, PUNJAB.

SOURABH MONGA

BUSINESS ADDRESS - JIO FIBER CHANDIGARH SCO 87, 88, 89, SECOND FLOOR , BACK SIDE PICADDILY THEATER , SECTOR 34 , CHANDIGARH, CHANDIGARH.

PAWAN

BUSINESS ADDRESS - JIO FIBER CHANDIGARH SCO 87, 88, 89, SECOND FLOOR , BACK SIDE PICADDILY THEATER , SECTOR 34 , CHANDIGARH, CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

**AMRINDER SINGH SIDHU , PRESIDENT**

**BRIJ MOHAN SHARMA , MEMBER**

**FOR THE COMPLAINANT:**

**FOR THE OPPOSITE PARTY:**

**DATED: 18/12/2025**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II**

**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/115/2025
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Date of Institution	:	09/04/2025
Date of Decision	:	18/12/2025

Sushil Kumar Aggarwal, House No.1457, Ground Floor, Sector 42-B, Chandigarh  
160036.

... Complainant

**V E R S U S**

1. Reliance Jio Infocomm Limited through its Manager, C 135, Ground Floor, Industrial Area, Phase 8, SAS Nagar, Mohali 160071, Punjab.
2. Mr.Sourabh Monga (Branch Head), Jio Fibre Chandigarh, SCO 87,88,89, Second Floor, Sector 34-A, Chandigarh.
3. Mr.Pawan (Team Leader Sales), Jio Fibre Chandigarh, SCO 87,88,89, Second Floor, Sector 34-A, Chandigarh.

.... Opposite Parties

**BEFORE:**                      **SHRI AMRINDER SINGH SIDHU**                      **PRESIDENT**

**SHRI B.M. SHARMA**    **MEMBER**

**ARGUED BY:**                      Complainant in person.

   OPs ex-parte.

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

1. Complainant has filed the present consumer complaint pleading that on 13.3.2024, he had purchased a broadband fiber wired connection from OP-1 through its agents for one year and paid in advance for the entire year. On the day of installation i.e. 14.3.2024, complainant came to know that instead of optic fibre wired connection it was a wireless connection. When the complainant objected, he was told that it would also work just like the wired connection and had unlimited data connection and also gave brochure mentioning the same. However, just after 18 days, complainant started receiving messages that the data had exhausted and that he needed to recharge and pay for extra data. Complainant contacted OPs 2 & 3 and narrated the entire incident that he had been sold a Jio fibre connection under false pretenses with false commitments and requested for disconnection and refund on 3.4.2024. As directed, complainant also sent written requests, but with no success. Complainant also sent notices to OPs but they refused to receive the same. 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 paid alongwith interest, compensation and litigation expenses.

2. Despite due service, OP-1 did not put in appearance before this Commission and accordingly it was proceeded against ex-parte vide order

dated 24.7.2025.

3. Notice sent to OPs 2 & 3 was received back with the remarks 'refused' and when none put in appearance on their behalf before this Commission, they were proceeded against ex-parte vide order dated 21.5.2025.

4. Complainant led evidence in support of his case.

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

6. Perusal of the record reveals that the complainant had availed the services of the OP for installation of broadband fibre wired connection at his residence by making advance payment of 12,729/- vide receipt dated 13.3.2024 (Annexure C-1) for one year. However, when complainant came to know and objected that OPs had installed a wireless connection, instead of optic fibre wired, as asked for by him, he was assured that the same also worked like a wired connection with unlimited data but just after 18 days he started receiving messages to recharge as the data had exhausted. Accordingly, complainant raised his grievance upon which three service requests were generated by the OPs, as is also evident from the emails dated 3.4.2024, 4.4.2024 and 8.4.2024 (Annexure C-4 from page 15 to 17) and he also sent emails requesting for un-installation and refund, as is also evident from Annexure C-4 (page 18 to 22). However, despite of acknowledging receipt of the device from the registered address of the

complainant and assuring to process the eligible refund, as is also evident the email dated 26.4.2024 (at page 22), OPs failed to refund the amount. The averments in the consumer complaint are supported by the affidavit of the complainant.

7. On the other hand, despite of service of notice, OPs did not appear to contest the claim of complainant and chose to be proceeded against ex-parte. This act of OPs draws an adverse inference against them. Non appearance of OPs shows that they have nothing to say in their defence *vis a vis* allegations of the complainant and the same, being unrebutted & uncontroverted, are accepted as correct.

8. In view of the above discussion it is evident that the act of OPs in firstly not providing the product as assured to the complainant and thereafter even failing to refund the amount, despite of assuring to do so vide their email (at page 22) and making him run from pillar to post for the redressal of his petty grievance, must have caused a lot of mental and physical harassment to him and the same certainly amounts to deficiency in service and unfair trade practice on their part, especially when the entire evidence led by the complainant is unrebutted by the OPs. Hence, the present consumer complaint deserves to succeed and the OPs are liable to refund the amount paid alongwith interest and compensation etc.

9. Resultantly, the present consumer complaint succeeds, the same is accordingly partly allowed and the OPs are directed as under :-

- (i) to refund the amount of 12,729/- to the complainant alongwith interest @ 9% per annum w.e.f. 13.3.2024 till the date of its actual realization.
- (ii) to also pay 7,000/- to the complainant as compensation for the harassment caused as well as litigation expenses.

10. This order be complied with by the OPs within 60 days from the date of receipt of its certified copy.

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

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

18/12/2025

[AMRINDER SINGH SIDHU]

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**PRESIDENT**

[B.M. SHARMA]

**MEMBER**

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

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

