

IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL
COMMISSION

Date of Institution: 12.06.2024

Date of Hearing: 01.12.2025

Date of Decision: 05.01.2026

FIRST APPEAL NO.- 430/2024

IN THE MATTER OF

AKASH GOEL

393, SFS FLATS

ASHOK VIHAR, PHASE-4

NEW DELHI 110052

(Appellant in person)

Versus

COMMISSIONER (SPORTS)

DELHI DEVELOPMENT AUTHORITY

SPORTS WING, COORDINATION CELL,

SIRI FORT SPORTS COMPLEX,

AUGUST KRANTI MARG

DELHI 110049

(Through: Ms. Mansi Bajaj, Advocate)

.....Respondent

CORAM:

**HON'BLE JUSTICE SANGITA DHINGRA SEHGAL
(PRESIDENT)**

HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)

Present: Appellant in person

Mr. Saatvik Khurana, proxy counsel for Ms. Mansi Bajaj, counsel for the respondent. (Enrl. No. D/9208/2023, Ph. No. 9818000003, e-mail id – mansi.bajaj@mblegalassociates)

**PER :HON'BLE JUSTICE SANGITA DHINGRA SEHGAL,
PRESIDENT**

JUDGMENT

1. The facts of the case as per the District Commission record are as under:

“Briefly, the complainant applied to OP/DDA to add name of his wife as dependent member in respect of sport complex and facility, the complainant was asked for marriage registration certificate (of marriage on 22.11.2023), it was also provided. However, the application was not accepted by OP/DDA. On 11.01.2024 complainant had paid membership charges till March 2025.

The complainant filed complaint and appeal with DDA but both the complaint and appeal were dismissed by invoking the bye-laws. There is

violation of principle of natural justice and there is unfair contract, therefore, the amount fee is required to be refunded. The complainant seeks refund of the amount of Rs. 120/- with interest from OP/DDA, besides litigation cost of Rs. 15,000/-, for loss of time of Rs. 15,000/- and other appropriate relief.”

2. The District Commission after taking into consideration the material available on record passed the order dated **07.06.2024**, whereby it held as under:

“The contentions of complainant are considered, keeping in view, prima facie, the contents of complaint and documents. The complaint is rejected for the following reason:-

(1) The complainant mentions that the application was rejected and fee was not refunded by invoking the bye-laws, there are no reservations in the complaint in respect to such bye-laws.

1) The complainant is also making allegations that there is unfair contract, however, complaint against unfair contract are subject matter of section 47 (1) (a) (ii) of the Consumer Protection Act and it is within the jurisdiction of State Commission vis-à-vis the refund of the fee is being sought while not opposing the bye-laws

(ii) The complaint is without cause of action and it is barred by law.

Accordingly, complaint fails and it is rejected. File be consigned to record room after proper pagination. Free dasti copy be given to Complainant”

3. Aggrieved by the aforesaid order of the District Commission, the Appellant has submitted that the District Commission has noted that bye-laws of the Opposite Party have not been invoked in the Complaint. It is submitted that the District Commission failed to appreciate that Opposite Party did not provide citation, nor provided copy of the Bye-Laws to the Complainant. Secondly, it is submitted that the District Commission has failed to appreciate that Consumer Commission is not a Writ Court where Bye-Laws of Opposite Party can be impugned. Thirdly, it is submitted that the District Commission has taken an extremely technical view even though Hon'ble Supreme Court repeatedly exhorts Consumer Commissions to look at the facts in summary fashion, which have been so clearly established in the Complaint. Fourthly, it is submitted that the Appellant got married on 22.11.2023 and applied for the addition of his wife as a dependant member on 27.11.2023 and the application was not accepted by the Respondent citing the need for the Marriage Registration Certificate. It is further submitted that the Appellant could get the Marriage Registration Certificate only on 22.12.2023, after which his wife was added as a dependant member. Thereafter, on 11.01.2024, the Appellant paid for membership charges till Mar 2025, however, the Appellant was surprised to see that he has been charged for Dependant Member for November 2023. Lastly, it is submitted that the pursuant to the aforesaid conduct of the Respondent, the Appellant filed complaint & appeal with Respondent-

DDA who rejected both the Appellant's complaint and appeal by citing the bye laws whereby date of marriage is to be taken for subscription fees calculation, whether or not dependant membership has been sanctioned or not. It is submitted that even if charges are as per bye-laws, the charges are utter violation of natural justice, an unfair contract and hence need to be refunded. Pressing the aforesaid submissions, the Appellant has submitted that the Impugned Order be set aside.

4. The Respondent has filed the reply to the present appeal and has stated therein that Membership charges were levied as per the Bye Laws, which stipulate that dependents can be added from the date of marriage. Secondly, it is submitted that the Appeal filed by the Appellant is vexatious and misconceived, lacking in merit, and is not maintainable in the eyes of law, thereby warranting dismissal. Thirdly, it is submitted that membership charges were calculated per the Bye Laws, and no excess amount was charged. It is further submitted that at the time of availing the membership, the Applicant was made aware of the Rules & Regulations and Bye-Laws contained in the brochure of the Club and he had consented for the same while filing the form of membership. Fourthly, it is submitted that the Appellant's grievance was duly addressed through CPGRAMS, and appropriate responses were provided via letters dated 15.02.2024 and 05.03.2024. Lastly, it is submitted that the Hon'ble District Commission rightly dismissed the complaint, finding no cause of action.
5. Written Arguments on behalf of the Appellant are on record wherein, the contents of the Appeal have been reiterated.
6. The Respondent has filed the brief written arguments wherein all the contentions of the Appellant have been denied.
7. We have perused the material available on record and heard the counsels for the Parties.

8. The *only question* that falls for our consideration is *whether Respondent is liable for deficiency in service and unfair trade practice.*
9. A perusal of the record reflects that the Appellant is a member of the Respondent's sports club and applied for the inclusion of his spouse as a dependent member after his marriage on 22.11.2023. However, the wife of the Appellant was not accorded the "Dependant" status and her membership was withheld for want of marriage certificate by the Respondent. The record reflects that the Respondent requested the Appellant to submit a marriage registration certificate via letter dated 28.11.2023 (*Annexure 1, Page 8 of the Reply*). Upon submission of the certificate on 22.12.2023, the Appellant's spouse was added as a dependent member, with effect from December 2023. It is evident from the record that the Appellant has made payment to the Respondent from 11.01.2024 till March 2025.
10. Here, it is pertinent to note that the record further reflects that the Appellant was charged the membership fee even for the month of November, when the wife of the Appellant was not even a member/dependent-member of the Sports Complex. The Respondent has submitted that as per the bye-laws pertaining to dependent charges, the date of marriage is to be considered for calculating the dependent-member charges.
11. However, we are not in agreement with the contention of the Respondent. In our considered view, the stance of the Respondent is not only in absolute repugnance to public policy, but also to common logic. It is implausible as to how can the Appellant be charged for the dependent-member i.e. his wife, when the wife of the Appellant was not even accorded the status of dependent-member by the Respondent in the month of November, 2023. It is clear beyond doubt that the Respondent did not provide the membership to the wife of the Appellant and in turn, demanded the marriage certificate,

and only on provision of the same on 22.12.2023, was the wife of the Appellant given the membership.

12. In view of the aforesaid, we opine that the Respondent is deficient in service and has indulged in unfair trade practices by wrongfully charging fee from the Appellant for the months when the Appellant did not even avail the membership.

13. Consequently, *the present appeal is and the order dated 07.06.2024 passed by the District Commission is set aside.* Accordingly, the Respondent is directed to :

A) refund the Appellant Rs 120, along with 18% interest computed for past 2 months at Rs 4, for a total of Rs 124;

(B) Pay Rs. 15,000/- towards litigation costs to the Appellant;

(C) Pay Rs. 15,000/- towards mental harassment and loss of time to the Appellant

14. In addition to the aforesaid, under Section 39(1), Sections 39(1)(g) and 39(1)(k) of the Consumer Protection Act, 2019, we direct the Respondent to deposit Rs.20,000/- to the Consumer Welfare Fund maintained by this Commission under section 39(2) since each wronged consumer may not be identified conveniently.

15. The Respondent is further directed to comply with the directions as contained in para 13 above within two months from the date of the present judgment i.e. on or before 05.03.2026, failing which appropriate action shall be initiated against the Respondent under section 72 of the Consumer Protection Act, 2019.

16. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgment

17. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.
18. File be consigned to record room along with a copy of this Judgment.

(JUSTICE SANGITA DHINGRA SEHGAL)

PRESIDENT

(BIMLA KUMARI)

MEMBER (FEMALE)

Pronounced On:

05.01.2026

L.R.-G.P.K