

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 04.04.2024  
Date of final hearing: 05.11.2024  
Date of Pronouncement: 06.11.2024

Consumer Complaint No.-183/2024

IN THE MATTER OF

Tarun Chaurasia Colony behind Sajjan Hotel, Upper Barol, P.O Dari,  
Dharamshala, District Kangra, Himachal Pradesh-176057.

(Through: Ms. Aashima Kalra, Advocate)

.....Complainant

Versus

1. Indian Railway Catering and Tourism Corporation Ltd. (Through  
its General manager) B 148, 11th Floor, Statesman House,  
Barakhamba Road, New Delhi-110001.

(Through: Mr. Vipin Kumar, Advocate)

2. R.K. Associates & Hoteliers Private Limited (Through its  
Managing Director/Manager) Opposite Railway Station, Station Road,  
Durg Ct 491001.

(Through: Ex-parte)

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra

Members: Ms. Arti Sood & Sh. Narayan Thakur

Present:- Ms. Aashima Kalra, Ld. counsel for complainant.  
Mr. Vipin Kumar, Ld. counsel for opposite party No.1.  
Opposite party No.2 already ex-parte.

PER: Mr. Hemanshu Mishra, President:-

**ORDER**

The complainant has filed instant complaint seeking  
direction to the opposite party(s) as under:-

(a). A compensatory payment of Rs.4,00,000/- serving as reparation  
for the sustained inconvenience and damages incurred.

(b). The opposite parties be directed to pay for the legal notice and  
litigation costs of Rs.25,000/-.

(c). Immediate cancellation of the license bestowed upon licensee by the licensor.

2. Facts giving rise to filing of this complaint are that opposite party No.1 is a subsidiary of Indian Railways that manages the catering, tourism and online ticketing operations. It is renowned for its comprehensive online services including booking train tickets, tourism packages and providing catering services on trains and at railway stations and OP No.1 has granted License to OP No.2 for further managing the Lounge services at the Railway Stations. It is pleaded that the complainant on dated 10/01/2024 availed the Executive Lounge services provided by the IRCTC Executive Lounge situated at platform #16, Ground Floor, New Delhi Railway Station commencing at approximately 03:12 AM and extending for a duration of two hours after remitting a payment of INR 224/- via digital mode (Paytm-UPI). The complainant, upon entering the Executive Lounge encountered a significant deficiency in the services provided therein. More specifically, the complainant observed and experienced the following inadequacies:

\* The restroom facilities were found to be in an extremely poor state, with deplorable conditions that rendered them virtually unusable.

\* There was an absence of any operational Television or Train Information Display thereby failing to provide the necessary updates and entertainment expected in such a facility.

\* Furthermore, there was a complete non-availability of any reading materials, such as magazines or newspapers, which are customarily provided for the comfort and engagement of the patrons as per IRCTC's claim.

3. It is pleaded that opposite party No.1 through various means and methods such as Press Releases, its official website and Tender Documents asserts and represents its commitment to furnish Executive Lounges with world-class, state-of-the-art facilities akin to those found in airport lounges. It is worth noting that IRCTC has persistently boasted about maintaining international standards in the Executive Lounge services they offer. Alleging deficiency in the

service on the part of opposite party(s), the complainant has filed the present complaint.

4. Upon notice, opposite party No.2 did not appear before this Commission and proceeded against ex-parte. On the other hand, opposite party No.1 filed reply taking preliminary objections of maintainability, locus standi, cause of action, suppression of material facts and jurisdiction. It is submitted that on inquiry it was transpired that there was no deficiency in services on the part of Opposite party No.2. The complainant has leveled the false allegation against the opposite party no.1 which is far away from the truth. The complainant is not under obligation for train information display and announcement in terms of lounge. It is based on in built facility with PNR system and regular announcement by the railway at railway station itself, but the complainant with an intention and conspiracy want to grab and looting money from the opposite party no.1. The opposite party no.1 has awarded the contract for operation and maintenance and transfer back of Executive lounge at new Delhi to the opposite party no.2 vide letter no.2016/IRCTC/CAT/EL/NDLS dated 11-03-2016 and provision of para 7.11 in this regard read as under :-

The service provider accepts liability, civil and criminal for compensation / damages in accordance with provision of consumer protection Act or statutory modification of the Act or any other law for the time being in force for action occasioned by negligence, deficiency of services, imperfect or improper performance by the service provider, his workmen, servants and agents. The service provider shall indemnify the licensor and Railway administration from and against all payments made under the provision of the said Acts of law including all costs litigation cost etc. Any money which may become payable by the licensor as aforesaid shall be deemed to be money payable to the licensor by the service provider and in case of failure by the service provider to repay the licensor any money paid by it as aforesaid within seven days after the same have been demanded by the licensor shall be entitled to recover the same from the security deposit or from any money due by the licensor to the service provider. In view of the above said provision there is no liability of the opposite party no.1.

5. The opposite party No.1 is not responsible for any reliefs as the Lounge in question has already been given to the opposite

party No.2 on contract basis and the opposite party No.2 is responsible for ensuring the proper services as well as maintenance of lounge as per the clause of agreement.

6. The complainant has filed rejoinder denying the contents of the reply filed by opposite party(s) No.1 and reiterating those of complaint.

7. The parties were called upon to produce their evidence in support of their contentions and accordingly the parties have adduced their respective evidence.

8. We have heard learned counsel for the parties and also gone through the case file carefully.

9. Admittedly, the complainant had availed the facilities of IRCTC Executive Lounge in New Delhi and the complainant had paid Rs.224/- to the R.K Associates and Hoteliers Pvt. Ltd. i.e. opposite party No.2 on 10.01.2024. The said Executive Lounge is situated in plat form No.16 of New Delhi Railway Station. The facilities available as per annexure C-5 are 2 hours stay, Wi-Fi /soft beverages (tea, coffee, sharbat), newspapers and magazine reading, train information display and announcement, T.V, toilets and urinals.

10. The complainant has alleged that the wash room presented a dismal sight with lack of water in the washbasin, used tissues scattered on the floor, water pooling in one corner, occupying a substantial 25% of area and broken jets exacerbating the overall unpleasant experience. Apart from this, per complainant there was no reading materials, newspaper and magazines, T.V and display screen were not functional. It can be presumed that in the early hours of morning no newspaper was available, but still the older newspapers, magazines were to be provided to the users specifically consumers/ complainant.

11. The complainant in evidence has submitted one pen drive. We have gone through the digital evidence contained in the

pen drive. An undated video reveals that the cleanliness as claimed and suggested for the toilets by the OP No.1 were not as per norms. The water tap was not functioning and water coming out from the tap was bare minimum thin stream. In the whatsapp audio, it was heard that no newspaper was available even of yesterday and day before yesterday. The other images of T.V screen and washroom too establishes the version of the complainant. After perusing the pen drive, the pen drive was again securely retained in envelop annexure C-1.

12. The opposite party No.2 to whom consideration was paid, did not appear before this Commission and was proceeded ex-parte. Thus, evidence adduced by the complainant remained unrebutted and unchallenged and there is no reason to disbelieve the same.

13. On the other hand, opposite party No.1 in their reply has stated that allegations made against the opposite party No.2 were enquired and per opposite party No.1 it transpired that there was no deficiency in service on the part of opposite party No.2, but no such inquiry report is placed on record by the opposite party No.1.

14. We have gone through the letter of Award for operation and maintenance and transfer back of Executive Lounge at New Delhi Railway Station between opposite parties annexure OP-1. In this letter of award under clause 2.2. services/facilities to be provided in the Executive Lounge have been separately and minutely mentioned. The wash and changing facility is mentioned at clause No.2.5. In clause 2.6 provision and maintenance of infrastructure has been mentioned which are as under:-

Service Provider shall be responsible for maintenance of "Executive Lounge" in all aspects, providing high standard of cleanliness. This will include upkeep/maintenance including vacuum cleaning and cleanliness of the toilets/washbasin, mirror, shower, exterior of lounge etc. The lounge and facilities to be provided would have to be cleaned from time to time on a daily basis. A SoP for lounge cleaning should be specified and followed.

1. The cleaning material, toiletries including laundered bath/hand towels (white color only), tissue paper, liquid soap with dispenser, Amenity kit for Shower etc., of high quality will have to be provided by the Service Provider.
2. The Service Provider should upkeep & maintain on daily basis Floors, Walls, Carpets, Interiors and all Furniture and Fixtures etc. Entry area outside the entry gate would also be maintained. Periodic shampooing of sofas and cleaning of blinds, to be undertaken on a regular basis and will be the responsibility of the Service Provider.
3. A logbook of the cleaning and maintenance schedule to be maintained and signed by the cleaner/supervisor.
4. Maintain fresh / artificial plants and maintenance of business center.
5. Pest control measures will be taken by the Service Provider to eradicate flies, mosquitoes, cockroaches, rats, etc., which will be done on a regular basis to the satisfaction of the IRCTC.

Any other additional services/facilities may be provided by Service Provider with the approval of IRCTC to improve the services in "Executive Lounge".

Colour scheme: IRCTC may recommend the specific colours to use for the entire Executive Lounge (inside and outside) to maintain uniformity and also for easy identification.

15. In the present complaint, log book of cleaning and maintenance schedule was not produced by the opposite parties. The complainant in his affidavit has specifically deposed that the restroom facilities were found to be in an extremely poor state, with deplorable conditions that rendered them virtually unusable. The footage contained in pen drive Annexure C-1 vividly illustrates the inadequate amenities in the executive lounge. The digital evidence produced before the Commission by the complainant duly corroborates his version contained in affidavit Ex. CW-1. Thus the evidence presented before us substantiates the claim of the complainant regarding unsatisfactory conditions of the executive lounge.

16. In our considered view, the opposite party No.2 has failed to maintain the Executive Lounge as per annexure OP-1 letter of award. The opposite party No.1 has also not placed on record

inquiry report and has rejected the complaint of the complainant in a cursory manner.

17. The necessary information required at the wash room about the facilities was found to be missing. In the absence of log book, it cannot be averred that wash room were cleaned properly in a fixed time duration. The public amenities in the Executive Lounge of the railway platform in New Delhi railway station are not only required to provide better facilities to the complainant/consumer, because it depicts the image of the nation/establishment as many domestic and foreign passengers use this Executive Lounge. So, the facilities to be provided by the opposite parties at this premium executive lounge are not only required to be of premium quality, but the facilities must never be below the minimum standard.

18. The poor amenities had aggrieved the tiredness of the complainant; the complainant had undergone mental agony and suffered harassment. So the opposite parties are required to pay adequate compensation to the complainant. The opposite party No.1 is the supervisory authority upon the opposite party No.2 and as they had brushed aside the complaint of the complainant in a cursory manner, the opposite party No.1 had concealed the important record i.e. logbook and enquiry report from this commission so the opposite party No.1 is also held liable for the deficiency in the services. The complainant had paid the consideration to the opposite party No.2 at 03:12 AM on 10.01.2024. The Vande Bharat train from New Delhi Railway station to Una was scheduled to be departed from the New Delhi Railway Station at 5.50 AM. So during these two hours the complainant had suffered a lot. So far as compensation is concerned, nothing material has been placed on record by the complainant to compute the compensation. This is the first case before this Commission, so a token compensation is required to be imposed upon the opposite parties. Thus, we hold that there is deficiency in service on the part of opposite parties. Hence, complaint deserves to be allowed.

19. Accordingly, the complaint is allowed and opposite party No.2 is directed to pay an amount of Rs.10,000/- as compensation to the complainant and opposite party No.1 is directed to pay an amount of Rs.5,000/- as compensation to the complainant. Apart from this, opposite parties are jointly & severally also directed to pay litigation cost to the complainant which is quantified as Rs.7,500/-. Both the opposite parties are directed to repair the washroom of Executive Lounge in all respect of platform No.16 within 30 days from the receipt of copy of this order. Both the opposite parties are also directed to file compliance affidavit within 45 days from the date of receipt of copy of this order with photographs and review of at least 10 passengers regarding the improved facilities and repaired wash room strictly as per letter dated 11.03.2016. Opposite party No.2 is also directed to deposit an amount of Rs.20,000/- in District Consumer Legal Aid Fund, Kangra, District Kangra, H.P.

20. Applications pending, if any, stand disposed of in terms of the aforesaid order.

21. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The order be uploaded forthwith on the website of the Commission for the perusal of the parties.

22. File be consigned to record room along with a copy of this order.

(Hemanshu Mishra)  
President

(Narayan Thakur)  
Member

(Arti Sood)  
Member