

District Consumer Disputes Redressal Forum-II

U.T. Chandigarh

NOTICE

Under the Consumer Protection Act, 1986

Consumer Case No. 243/2019

Sh. Deepak Kumar

.....Petitioner/Complainant/Appellant

Versus

OLA Fleet Technologies Pvt Ltd

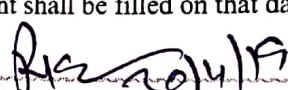
.....Opposite
Party/Respondent(s)

Opposite Party / Respondent Name:

To
I. OLA Fleet Technologies Pvt Ltd
Deep Complex, Hallomajra, Chandigarh.

Notice

WHEREAS complainant, has instituted Complaint against you, you are hereby required to appear before this Forum -II(Hall no.3)in person or by pleader duly instructed and able to answer all material questions relating to the complaint, on 31 May 2019 at 10:30 A.M. to answer the claim, and on the day fixed for disposal of the complaint.(copy as per Enclosed.) PLEASE TAKE NOTICE that, in default of your appearance on the date fixed, the complaint will be heard and determined in your absence. REPLY to the complaint shall be filled on that day with a copy to the complaint in advance. Given under my hand and seal of the Forum - II this 30 April 2019


for President District Forum -II U.T Chandigarh



BEFORE THE HON'BLE CONSUMER DISPUTES REDRESSAL
FORUM, CHANDIGARH.

Complaint No. 243 of 2019

Sh. Deepak Kumar S/o Sh. Khando Lal R/o Ward
no.11, Kurali, SAS Nagar (Mohali), Punjab.

....Complainant

Versus

OLA Fleet Technologies Pvt Ltd, Deep Complex,
Hallomajra, Chandigarh.

.....Opposite Party

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Place: Chandigarh

Date:23.04.2019

Through Counsel

(RAHUL VERMA)

Advocate

P-3413/2015

Counsel for the Complainant

BEFORE THE HON'BLE CONSUMER DISPUTES REDERESSAL
FORUM, CHANDIGARH.

Complaint No. _____ of 2019

Sh. Deepak Kumar S/o Sh. Khandu Lal R/o Ward
no.11, Kurali, SAS Nagar (Mohali), Punjab.

....Complainant

Versus

OLA Fleet Technologies Pvt Ltd, Deep Complex,
Hallomajra, Chandigarh.

.....Opposite Party

**Consumer Complaint under the
Consumer Protection Act.**

Respectfully Showeth:-

1. That the Complainant is a resident of State of Punjab and is a Cab driver.
2. That the Opposite Party is a prominent online cab providing service company and has been providing service in the metropolitan cities of India from last many years.
3. That the Opposite Party has recently launched a new scheme in which a person by depositing of Rs. 21,000/- can get a Cab on lease under the taking care of OLA Fleet Technologies PVT LTD for four years and can earn the daily income by depositing of Rs.875/- everyday out of his whole earnings after providing the online cab services.

4. That after knowing this complainant also got interested and went to the Opposite Party address i.e. OLA Fleet Technologies PVT LTD, Hallomajra, Chandigarh, to enquire all about this scheme. After understanding the whole scheme and absolute assurance given by Sh. Rakesh Kumar, Dealing Head of Opposite Party then complainant booked a cab on lease by giving Rs. 4000/- on 05.03.2019 and the rest amount is to be given after the delivery of a cab within a week. Thereafter, the Dealing Head of the Opposite Party i.e. Sh. Rakesh Kumar also gave his mobile no. **9501441535** to the complainant for any enquiry and gave the absolute assurance to the complainant that the cab will be deliver to you within a week. **A copy of receipt of booking is appended herewith as Annexure C-1.**

5. That in the lieu of the absolute assurance and hope given by Sh. Rakesh Kumar, Dealing Head that cab will be deliver within a week. Therefore, the complainant also booked a driver to drive a cab on the daily wage of Rs.500/- starting from 12.03.2019.

6. That as per the assurance given by Sh. Rakesh Kumar Dealing Head, of the Opposite Party therefore complainant went to Opposite Party office on 12.03.2019 along with his driver Sh. Surjit Singh to get the delivery of the cab but complainant got to shocked that SH. Rakesh Kumar, Dealing Head, straight forwardly denied that "cab cannot be deliver yet, it will be deliver to you after a week". And also said that

complainant's driver have to give a driving test under the supervision of OLA supervisor to ensure the driver knows the driving.

7. That after this on 15.03.2019 the complainant went to Opposite Party along with his driver Sh. Surjit Singh for the driving test and also deposited the Rs. 1000/- by the name of Sh. Surjit Singh according to the terms and condition of the Opposite Party and further when complainant again enquired about his delivery Sh. Rakesh Kumar, Dealing Head started dilly delaying the matter on one pretext to the other and said come again a week later. **A copy of receipt of driving test is appended herewith as Annexure C-2.**
8. That further the Opposite party on 20.03.2019 did the verification of the complainant through the state police officials and state police officials came to the house of the complainant and took Rs.50/- for the police verification and also made the verification certificate of the complainant which was duly submitted by police officials itself to the Opposite Party. **A copy of receipt of Fees of verification by state police officials is appended herewith as Annexure C-3.**
9. That on the saying of Sh. Rakesh Kumar the complainant again went to the Opposite Party office after a week on 22.03.2019 for the delivery of cab along with his driver but again Sh. Rakesh Kumar, Dealing Head,

started dilly delaying the matter on one pretext to the other and in the end of the last getting out of his responsibility Sh. Rakesh Kumar gave the mobile no. **7837028412** of Sh. Deepak Sharma, Marketing Head of the Opposite Party and said that Sh. Deepak Sharma will tell you everything about the delivery of cab.

10. That after this complainant called the Sh. Deepak Sharma, Marketing Head and Sh. Deepak Sharma also started dilly delaying the matter on one pretext to the other and end the call by saying that I am busy and call me again after a week. Thereafter, complainant again called Sh. Deepak Sharma to enquire about the delivery but instead of telling the complainant Sh. Deepak Sharma started talking in abusive language with the complainant and said "I don't know anything about your delivery and don't call me again" and complainant was so shocked and depressed to listen this.
11. That further after this shocking and depressing experience complainant again went in the first week of April to Opposite Party office to meet Sh. Rakesh Kumar, Dealing Head to enquire about his delivery but Sh. Rakesh Kumar after keeping the complainant and his driver to wait for four hours in their office then Sh. Rakesh Kumar intentionally and wilfully started demanding unfair demands that if you want a cab then give me some gifts and money and further when complainant did objection to this

unfair demand then Sh. Rakesh Kumar started talking with them very rudely and also in abusive language and straight forwardly denied that "I will not give you the cab and don't come to my office again". And further when complainant said "if you can't deliver me the cab then kindly refund me the booking amount" then Sh. Rakesh Kumar, again straight forwardly denied to pay the booking Payment even.

12. That the complainant has been in a loss since the complainant has done a dealing with opposite party. The assurance and the hope which has been given by the Opposite party that delivery will be done within a week. Therefore, in that hope and assurance complainant also booked a driver to drive the cab and also paid the daily wage of Rs. 500/- from 12.03.2019 to 05.04.2019 which is total to Rs. 12,500/-. Therefore, all hard earned money of the complainant total to Rs. 17500/- (including payment to driver Rs. 12,500/- and booking payment Rs. 4000/- and driving test fees Rs. 1000/- gone in waste due to unfair trade practices of the Opposite Party.

13. That the above said act and conduct of the opposite parties clearly amounts to deficiency in service and unfair trade practices.

14. That the complainant left with no other alternative except to approach this Hon'ble Forum for the redressal of his grievance,

this Hon'ble Commission is requested to entertain and try this complaint against the opposite party.

15. That the present complaint is within the period of limitation as it will end on 04.03.2021 (starting from 05.03.2019 i.e. the date when cab on lease was booked by giving the payment of Rs. 4000). Further it also a continuous cause of action as the Opposite Parties have not deliver the cab and refunded the booking on payment to the complainant till date.

16. That no such or similar complaint has been filed by the Complainant either before this Hon'ble Forum or before any other concerned authority regarding the same subject matter.

PRAYER

In view of the facts and circumstances as explained above, it is most respectfully prayed that this Hon'ble Forum may be pleased to:

1. Direct the Opposite Party to return the total cost of Rs. 17500/- (including the booking payment of Rs. 4000/- and Rs.12500/- payment given to the driver and Rs. 1000/- fees of driving test).
2. Direct the Opposite Party to give compensation of Rs. 1,00,000/- in lieu of mental agony, harassment and wastage of precious time of the complainant.

3. Direct the Opposite party to pay Rs. 35,000/- towards litigation expenses.
4. Further this Hon'ble Forum may be pleased to grant any other relief which this Hon'ble Forum deems fit in facts and circumstance of the case.

Place: Chandigarh

Complainant

Date: 23.04.2019

Through Counsel

(RAHUL VERMA)

Advocate

Counsel for the Complainant

Verification:

Verified that the Contents of para no 1 to 16 of my above consumer complaint are correct and true to my knowledge, no part of it is false and misleading, nothing relevant has been kept concealed therein.

Place: Chandigarh

Date: 23.04.2019

Complainant

BEFORE THE HON'BLE CONSUMER DISPUTES REDERESSAL
FORUM, CHANDIGARH.

Complaint No. _____ of 2019

Sh. Deepak Kumar S/o Sh. Khandu Lal R/o Ward
no.11, Kurali, SAS Nagar (Mohali), Punjab.
....Complainant

Versus

OLA Fleet Technologies Pvt Ltd, Deep Complex,
Hallomajra, Chandigarh.

.....Opposite Party

Affidavit of Deepak Kumar S/o
Sh. Khandu Lal R/o Ward no.11,
Kurali, SAS Nagar (Mohali),
Punjab

I the above named deponent do hereby
solemnly affirm and declare as under:-

1. That the Deponent is a resident of State of Punjab and is a Cab driver.
2. That the Opposite Party is a prominent online cab providing service company and has been providing service in the metropolitan cities of India from last many years.
3. That the Opposite Party has recently launched a new scheme in which a person by depositing of Rs. 21,000/- can get a Cab on lease under the taking care of OLA Fleet Technologies PVT LTD for four years and can earn the daily income by depositing of

Rs.875/- everyday out of his whole earnings after providing the online cab services.

4. That after knowing this deponent also got interested and went to the Opposite Party address i.e. OLA Fleet Technologies PVT LTD, Hallomajra, Chandigarh, to enquire all about this scheme. After understanding the whole scheme and absolute assurance given by Sh. Rakesh Kumar, Dealing Head of Opposite Party then deponent booked a cab on lease by giving Rs. 4000/- on 05.03.2019 and the rest amount is to be given after the delivery of a cab within a week. Thereafter, the Dealing Head of the Opposite Party i.e. Sh. Rakesh Kumar also gave his mobile no. **9501441535** to the deponent for any enquiry and gave the absolute assurance to the deponent that the cab will be deliver to you within a week. **A copy of receipt of booking is appended herewith as Annexure C-1.**
5. That in the lieu of the absolute assurance and hope given by Sh. Rakesh Kumar, Dealing Head that cab will be deliver within a week. Therefore, the deponent also booked a driver to drive a cab on the daily wage of Rs.500/- starting from 12.03.2019.
6. That as per the assurance given by Sh. Rakesh Kumar Dealing Head, of the Opposite Party therefore deponent went to Opposite Party office on 12.03.2019 along with his driver Sh. Surjit Singh to get the delivery of the cab but deponent got to shocked that

SH. Rakesh Kumar, Dealing Head, straight forwardly denied that "cab cannot be deliver yet, it will be deliver to you after a week". And also said that deponent's driver have to give a driving test under the supervision of OLA supervisor to ensure the driver knows the driving.

7. That after this on 15.03.2019 the deponent went to Opposite Party along with his driver Sh. Surjit Singh for the driving test and also deposited the Rs. 1000/- by the name of Sh. Surjit Singh according to the terms and condition of the Opposite Party and further when deponent again enquired about his delivery Sh. Rakesh Kumar, Dealing Head started dilly delaying the matter on one pretext to the other and said come again a week later. **A copy of receipt of driving test is appended herewith as Annexure C-2.**
8. That further the Opposite party on 20.03.2019 did the verification of the deponent through the state police officials and state police officials came to the house of the deponent and took Rs.50/- for the police verification and also made the verification certificate of the deponent which was duly submitted by police officials itself to the Opposite Party. **A copy of receipt of Fees of verification by state police officials is appended herewith as Annexure C-3.**
9. That on the saying of Sh. Rakesh Kumar the deponent again went to the Opposite Party

office after a week on 22.03.2019 for the delivery of cab along with his driver but again Sh. Rakesh Kumar, Dealing Head, started dilly delaying the matter on one pretext to the other and in the end of the last getting out of his responsibility Sh. Rakesh Kumar gave the mobile no. **7837028412** of Sh. Deepak Sharma, Marketing Head of the Opposite Party and said that Sh. Deepak Sharma will tell you everything about the delivery of cab.

10. That after this deponent called the Sh. Deepak Sharma, Marketing Head and Sh. Deepak Sharma also started dilly delaying the matter on one pretext to the other and end the call by saying that I am busy and call me again after a week. Thereafter, deponent again called Sh. Deepak Sharma to enquire about the delivery but instead of telling the deponent Sh. Deepak Sharma started talking in abusive language with the deponent and said "I don't know anything about your delivery and don't call me again" and deponent was so shocked and depressed to listen this.
11. That further after this shocking and depressing experience deponent again went in the first week of April to Opposite Party office to meet Sh. Rakesh Kumar, Dealing Head to enquire about his delivery but Sh. Rakesh Kumar after keeping the deponent and his driver to wait for four hours in their office then Sh. Rakesh Kumar intentionally and wilfully started demanding unfair

demands that if you want a cab then give me some gifts and money and further when deponent did objection to this unfair demand then Sh. Rakesh Kumar started talking with them very rudely and also in abusive language and straight forwardly denied that "I will not give you the cab and don't come to my office again". And further when deponent said "if you can't deliver me the cab then kindly refund me the booking amount" then Sh. Rakesh Kumar, again straight forwardly denied to pay the booking Payment even.

12. That the deponent has been in a loss since the deponent has done a dealing with opposite party. The assurance and the hope which has been given by the Opposite party that delivery will be done within a week. Therefore, in that hope and assurance deponent also booked a driver to drive the cab and also paid the daily wage of Rs. 500/- from 12.03.2019 to 05.04.2019 which is total to Rs. 12,500/-. Therefore, all hard earned money of the deponent total to Rs. 17500/- (including payment to driver Rs. 12,500/- and booking payment Rs. 4000/- and driving test fees Rs. 1000/- gone in waste due to unfair trade practices of the Opposite Party.
13. That the above said act and conduct of the opposite parties clearly amounts to deficiency in service and unfair trade practices.

14. That the deponent left with no other alternative except to approach this Hon'ble Forum for the redressal of his grievance, this Hon'ble Commission is requested to entertain and try this complaint against the opposite party.

15. That the present complaint is within the period of limitation as it will end on 04.03.2021 (starting from 05.03.2019 i.e. the date when cab on lease was booked by giving the payment of Rs. 4000). Further it also a continuous cause of action as the Opposite Parties have not deliver the cab and refunded the booking on payment to the deponent till date.

16. That no such or similar complaint has been filed by the Deponent either before this Hon'ble Forum or before any other concerned authority regarding the same subject matter.

Place: Chandigarh

Date: 23.04.2019

Deponent

Verification:-

I, the above named deponent, do hereby solemnly affirm and declare that the above statement of mine is true to the best of my knowledge and belief no part of it is false and nothing has been concealed therefrom.

Place: Chandigarh

Date: 23.04.2019

Deponent



Fino

Fino Payments Bank

DATE : 05/03/19 TIME : 18:35:01

TransactionID	90641800485
Cash Collected for	OLN DET - OMTNE
Customer Name	DEEPAK KUMAR
Payment Mode	Cash
Amount	4000
Customer Id	CHH8216874
Location	Punjab, Ludhiana
Collection Date	05/03/2019
Collection Time	18:34:22
Transaction Status	SUCCESS
Ull Txn Id	21373298-3d10-af93-a443-3d152081f92d
Fino Agent	Devinder Singh
Fino URN	104293
Fino Profile	F0S6

For any queries please send email to XXX

Thank You. Visit Soon!



FINO

Online Payment Receipt

DATE : 15/03/19

TIME : 17:12:39

Transaction ID

90741700148

Cash collected for

DRB DFT - ONLINE

Customer Name

SURESH SINGH

Payment Mode

Cash

Amount

1000

Customer ID

000000000000

Location

Project - Cashier

Collection Date

15/03/2019

Collection Time

17:11:25

Transaction Status

SUCCESS

DRB DFT - ONLINE

DRB

DRB DFT

DRB DFT - ONLINE

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POLICE STATION SHANJH (COMMUNITY POLICING)

SOCIETY SADAR KURALI, DISTT. SAS NAGAR

Regd. No. 4862 (2014-15), PAN: AADAP0754E



Ph. 0160-2642244

P.S. *City Kurali*



Receipt No. *5174*

Dated *20/3/19*

Facilitation Fee *50/-*

Purpose *DOI*

I.D. No. *4678, 469275, 160*

Name *Keefab Kumar*

☒ S/o, ☐ D/o, ☐ W/o *Krandu Lal*

Address *Maid Moh*

Kurali

Mobile/Phone No.

Nationality *Indian*

Receiver's Signature

[Signature]
Authorised Signatory