

**District Consumer Disputes Redressal Commission- VIII (Central)**  
(Govt. of NCT of Delhi)  
5<sup>th</sup> Floor, Maharana Pratap Inter State Bus Terminal Building  
ISBT Kashmere Gate, Delhi- 110006

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**Consumer Complaint No.: DC/77/CC/122/2024**

In the matter of

Kapil Kumar s/o Late Bhagmal  
R/o P-7/111, Mangolpuri,  
New Delhi-110083

... Complainant

Vs.

Lakshmi Tourist Corp.  
Shop No. 19, Guru Nanak Market,  
Near DTC Bus Stand, Opp. Moti  
Nagar Hospital, Karampura,  
New Delhi-110015

... Opposite Party No. 1

Capricorn Transport Services  
Rishabh Jain  
RZ, F-400, Ashok Park, West Sagarpur,  
South West, Delhi-110046

... Opposite Party No. 2

**ORDER**

**05.05.2026**

(Dr. Rashmi Bansal, Member)

The present complaint has been filed by the complainant alleging deficiency in service on the part of the Opposite Parties (OPs), which has caused him harassment, mental agony, financial loss, and loss of reputation.

**Case of the Complainant**

1. The case of the complainant is that he booked a bus on 25.10.2022 for the date 08.12.2022 for travel to Bulandshahr, Uttar Pradesh, in connection with his marriage ceremony (*Barat*). An advance amount of ₹2,000/- was paid on 25.10.2022 and a further sum of ₹12,000/- was paid on 07.12.2022 against the agreed consideration of ₹18,500/-. The receipt has been placed on record.

2. It is submitted that the bus was scheduled to depart at 2:30 PM on 08.12.2022 from the complainant's residence. However, the bus did not arrive until 4:15 PM, and the complainant waited along with his relatives and friends. The complainant further submits that the driver was drunk, the bus was in poor condition, was making excessive noise, and 3- 4 seats were broken.

3. It is further submitted that the bus was taken on a wrong route towards Jewar Toll, Uttar Pradesh, instead of proceeding towards Bulandshahr. The bus broke down midway, and the driver refused to proceed further. Despite repeated calls, the owner refused to intervene and advised the complainant to arrange an alternative vehicle. By that time, it was around 12:00 midnight, and the bus had stopped approximately 58 km away from the destination.

4. The complainant submits that he arranged another bus at night for taking the *Barat* to the destination by paying ₹18,000/- and further arranged another bus for return travel to Delhi the next morning by paying ₹14,000/-.

5. Due to the conduct of the OP2, the *Barat* reached the destination at around 3:00 AM, after the scheduled time of marriage rituals. The complainant submits that the marriage ceremony, being a once-in-a-lifetime event, was adversely affected, causing him mental tension, pain, harassment, and emotional distress. It is submitted that despite several visits, the OP2 refused to refund any amount and allegedly threatened the complainant.

6. The complainant has prayed for refund of the amount paid and compensation of ₹5,00,000/- for the suffering, mental agony, and disruption of the marriage ceremony.

### **Reply of the Opposite Party**

7. Upon notice, the OP2 filed its written statement stating that the complaint is misconceived, without cause of action, and filed with mala fide intention. It is

submitted that the matter requires detailed evidence and cross-examination and should be adjudicated by a civil court.

8. The OP2 submits that it is, in fact, the OP2 who suffered financial loss due to the acts and behaviour of the complainant. It is submitted that the complainant did not pay the full agreed amount of ₹18,500/- and admitted payment of ₹14,000/- only, thereby breaching the agreement. It is further submitted that the bus was not late and arrived on time, and any delay occurred due to the complainant waiting for relatives and friends.

9. The OP2 denies that the driver was drunk or that the bus was in poor condition, making noise, or had broken seats. It is stated that no evidence has been filed to support these allegations, which are false and fabricated.

10. It is also denied that the bus was taken on a wrong route. It is submitted that the route via Jewar also leads to Bulandshahr and that the driver was following directions given by a relative/friend of the complainant who claimed knowledge of a shorter route.

11. The OP2 submits that the bus broke down due to directions given by the complainant's relative/friend, who guided the driver onto a pothole-ridden dirt road using Google Maps. The OP2 further submits that it did not refuse assistance and that a mechanic was immediately called, but the complainant refused to wait for repair and insisted on leaving immediately.

12. It is submitted that no proof has been filed regarding the alleged payments of ₹18,000/- and ₹14,000/- for alternative buses, and no receipts, photographs, toll records, or payment proofs have been produced. The OP2 submits that the complaint is false, fabricated, and liable to be dismissed.

### **Evidence**

13. Both parties have filed their respective evidence.

The complainant has filed:

1. Receipts showing payment of ₹2,000/- and ₹12,000/- to the OP;
2. Photographs of the bus.

The OP2 has not filed any documentary evidence along with its written statement.

### **Findings**

14. The Commission has heard the arguments from both sides and perused the documents on record. OP2 is the service provider who has provided bus for carrying *Barat* to destination at Buland Shahar. The preliminary objection raised by the OP2 that the matter requires adjudication by a civil court is not sustainable, as the present complaint pertains to alleged deficiency in service, which falls within the jurisdiction of this Commission.

15. The payments made by the complainant are not in dispute, as the OP2 has admitted receipt of ₹14,000/-. It is also not disputed that the OP2 was aware of the purpose for which the bus was hired. Though the agreed amount was ₹18,500/-, but once ₹14,000/- was accepted by the OP2 for providing services to the complainant, the contract stood concluded to that extent, and the OP2 cannot subsequently deny its obligation on the ground of partial payment.

16. The OP2 has failed to establish that the bus reached the complainant's residence on time. The explanation regarding delay due to relatives has not been substantiated. It is admitted by the OP2 that the bus broke down midway at around 12:00 midnight, which establishes that the bus did not reach the destination on time on the scheduled date of the wedding. It is also not denied that the *Barat* reached the destination at around 3:00 AM the next day. It is further admitted that the bus was routed through Jewar and that at the time of breakdown it was approximately 58 km away from the destination.

17. The OP2 has failed to demonstrate what alternative arrangements were made to ensure that the complainant reached the destination, particularly considering the importance of the occasion. The failure to provide timely service and absence of contingency arrangements after breakdown clearly reflect deficiency in service on the part of the OP2.

18. The complainant's decision to arrange alternative transport under the circumstances cannot be said to be unjustified. Considering the facts and circumstances, this Commission finds that the deficiency in service is not of an ordinary nature.

19. The service was availed for a marriage function, the fact very much in the knowledge of the OP2, which is an event of significant personal, social, and cultural importance in the life of an individual and his family. The failure of the OP2 resulted in the *Barat* reaching the destination at around 3:00 AM, i.e. late in time after the scheduled time of rituals. The delay occurred on account of the failure of the OP2 to provide timely and reliable transport service and its inability to make appropriate arrangements after the breakdown of the bus midway.

20. The Commission takes judicial notice that a marriage ceremony is a time-bound event, and delay in arrival of the *Barat* causes inconvenience not only to the complainant but to both families and guests, resulting in embarrassment, distress, and loss of dignity in a social setting.

21. In the present case, the complainant was compelled to arrange alternative transport at midnight under emergent circumstances, causing considerable anxiety, stress, and mental agony. The conduct of the OP2 has resulted in avoidable disruption of the marriage procession and consequent hardship to the complainant. It is settled that compensation under the Consumer Protection Act is not confined merely to actual financial loss but also extends to compensation

for harassment, inconvenience, and mental agony. In cases where the deficiency affects an important personal event, the impact of such deficiency assumes greater significance.

22. In view of the above, and considering the nature of the occasion, the extent of inconvenience caused, the delay in reaching the destination, and the resultant mental agony and social embarrassment suffered by the complainant, this Commission is of the considered view that compensation should be just, reasonable, and proportionate to the circumstances of the case.

23. In *Ghaziabad Development Authority v. Balbir Singh*, AIR 2004 SUPREME COURT 2141, it is held by Hon'ble Supreme Court that compensation awarded under consumer jurisdiction must be just, reasonable, and commensurate with the loss and injury suffered, and should take into account not only the monetary loss but also harassment, mental agony, and injustice caused to the consumer.

Further, in *Charan Singh v. Healing Touch Hospital*, AIR 2000 SUPREME COURT 3138, the Hon'ble Supreme Court emphasised that while awarding compensation, consumer fora must ensure that the amount serves the purpose of recompensing the complainant for the injury suffered, and at the same time acts as a deterrent against arbitrary and unjust conduct of service providers.

24. Applying these principles, the complainant has suffered:

1. disruption of a significant personal event;
2. inconvenience at a critical time;
3. mental agony and social embarrassment.

25. Accordingly, this Commission finds that compensation of ₹50,000/- is just, reasonable, and proportionate as against the trouble, inconvenience,

harassment and mental agony suffered by the complainant. The complainant has not filed sufficient documentary proof regarding:

- i. Payment of ₹18,000 for arranging another bus at midnight;
- ii. Payment of ₹14,000 for return travel.

26. Accordingly, these claims are not proved.

The complainant has also failed to establish:

- i. That the driver was drunk;
- ii. That the bus was in poor condition or making noise;
- iii. That seats were broken.

27. Therefore, no finding of deficiency is recorded on these aspects. Accordingly, no relief is granted on these aspects.

### **Order**

28. The OP2 is directed:

- A. To refund ₹14,000/- with interest @ 6% per annum from 08.12.2022 till payment;
- B. To pay ₹50,000/- as compensation for mental agony, harassment, and inconvenience.

29. The above directions shall be complied within 30 days, failing which the total amount of ₹64,000/- shall carry interest @ 9% per annum till realization.

30. Office is directed to supply the copy of this order to the parties as per rules. Thereafter, file be consigned to the record room.

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Divya Jyoti Jaipurkar, President

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Dr. Rashmi Bansal, Member