

C.C.No. : 64/2026

Date of filing : 08.05.2026

Date of Disposal : 17.10.2026

**BEFORE THE HASSAN DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, HASSAN**

CONSUMER COMPLAINT NO.64/2026

Dated on this the 17th day of October 2026

Present : 1) Hon'ble Smt. Chanchala.C.M, B.A.L, LL.B., PRESIDENT
2) Hon'ble Smt. Anupama.R, B.COM., LL.B., L.MEMBER

COMPLAINANT	Dr.Chinmayi M W/o Dr.Ashok Kumar C.P., R/o Sri Chennakeshava Nilaya, 2 nd Cross, Behind Police Quarters, Maruthi Nagara, Arasikere Taluk, Hassan-573103. <div>(In-person)</div>
V/s	
OPPOSITE PARTIES	1. Mr.Karthik Singh Proprietor, Karthik Singh Photography, R/o Venkatagiri Nilaya, Kuvempu Nagar, Tumakuru-572103. 2. Mrs.Sharvari W/o Mr.Karthik Singh, Associate/Representative, Karthik Singh Photography, R/o Venkatagiri Nilaya, Kuvempu Nagar, Tumakuru-572103. (Rept. by Sri GN, Adv.,)
Date of filing of complaint	08.05.2026
Date of service of notice to OPs	18.05.2026
Date of order	17.10.2026
Total period taken	05 months 09 days

O R D E R

DELIVERED BY SMT. ANUPAMA.R, LADY MEMBER

On behalf of the bench

1. This is a complaint filed by the complainant under section 35 of the Consumer Protection Act, 2019 praying this Commission to direct the OPs to refund

Rs.,1,40,000/-, Rs.1,00,000/- as compensation for mental agony, Rs.5,000/- towards incidental expenses, Rs.3,000/- for travel expenses, declare demand of Rs.32,000/- illegal and any other relief the Commission deemed fit.

2. The brief facts of case is as under;

Complainant relied upon the portfolio and representation made by the Ops on their Instagram account “Karthik-singh-photography, which showed high quality photography and videography services. Influenced and decided to engage them for her wedding by agreeing to pay Rs.2,05,000/- which include candid/cinematic video services for engagement. On 28.11.2024 complainant had paid Rs.1,99,200/- which included Rs.16,200/- towards travel expenses. At the time of agreement Op1 had promised to attend personally for the key events like engagement ceremony, wedding reception etc. Later Op deployed subcontracted photographers without consent and Ops delivered the photos late and missed important events. Further submits that the engagement photographs delivered were substandard. Despite complaints, only assurance were given without proper rectification and assured that Op1 would personally cover the reception and wedding. Op1 was again absent during the reception and wedding. Due to late arrival of subcontracted photographers important wedding movements were not captured including bridal home rituals on the day of reception, Bridal procession with relatives and musicians, Groom entry in car with relatives, these photographers later asked to artificially recreate events, which lacked authenticity. Further Op failed to capture the photographs and videography of the bridal make up on the day of reception and LED Screen was not placed at the designated location, namely the ground floor area where food was being served, resulting in inconvenience to guests. Further drone shot of reception and wedding inside the hall, videography of guests during dining was also neglected and pre wedding video displayed during reception was poorly edited and missing key footage, causing embarrassment to the complainant and her family. Further complainant couriered her hard disk on 30.09.2025, requesting upload of photos/videos and return. No response was received,

forcing a family member to travel 200 km to collect materials. On 09.01.2026 the complainant requested album delivery by courier, but again no response, forcing another 200 km travel, causing additional expenses, Op caused inordinate delay of one year in delivering engagement video and nearly one year delay in photos, video copy and printed album, Op demand Rs.32,000/- instead of pending Rs.22,000/- without proper grounds which was unjustified. These amounts to deficiency in service, hence this complaint.

3. Upon service of notice to OPs, Ops appeared before the Commission and filed their written version.
4. In the version of OPs, Ops denied all the allegation of the complainant stated in the complaint and admit that complainant had booked their services on 28.11.2024 for Rs.2,00,000/- which was subsequently revised to Rs.2,05,000/- upon inclusion of candid/cinematic video services for engagement agreed between the parties. Complainant had paid a total amount of Rs.1,99,200/- which included Rs.16,200/- towards the travel expenses claimed by Op. Further Op contended that complainant had suppressed the material facts. Op1 has rendered photography and videography services in accordance with the terms mutually agreed between the parties and has performed his obligations under the contract. It is submitted that Op1 had not assigned the contracted work, out sourced or subcontracted to any third party. The photographers and videographers who attended the events were members of the regular team and were working under his direct supervision and control. The complainant was fully aware of that photography and videography service would be rendered through the professional team of Op1 and allegation regarding deficiency in service are baseless, unsupported by any independent evidence and have been made only with an intention to avoid payment of balance amount of Rs.22,000/- legally due to the Op1. Complainant has failed to produce any expert opinion, technical report or other credible materials to establish that the photography, videography, editing, album work or other services provided by the Op were deficient or below professional standards. Further submits that the events which

complainant had stated to be attended has been executed successfully and the events which now the complainant is alleging was not the part of the agreed contract. Complainant's make up team took long time for makeup, by that time the inviters had gathered and the parents of complainant did not allow the Op team to take the makeup photographs. Further LED screen was agreed to be installed in the wedding hall, which is customary and appropriate location for displaying live event coverage pre wedding videos and photography, there was drone coverage of the venue and the wedding hall had a low false ceiling with structural beams,, ceiling fans, lighting fixtures, decoration and a large gathering of guests, operating a drone in such confined condition would have posed a significant safety risk to the guest and property and would have been contrary to responsible professional practice. Therefore there is no deficiency of service on the part of Ops. Hence pray the Commission to dismiss the complaint against them.

5. During the course of evidence, complainant herself has filed her affidavit evidence by way of chief examination as CW-1 and got marked as Ex.C-1 to C-17.
6. On the other hand, Op1 himself has been examined as RW-1 by filing his affidavit as a part of chief examination and also got marked the documents as Ex.R-1 to Ex.R-6.
7. Heard the arguments of complainant and Ops. Complainant and Ops counsel also filed their written arguments.
8. Considering the pleading, version, evidence on record and argument of the parties the points that would now arise for our consideration are as under;
 1. Whether the complainant proves that there is a deficiency of service done by OPs?
 2. What order?
9. Our finding on the above points are as under;
 - Point No.1: Partly Affirmative
 - Point No.2: As per final order.

// R E A S O N //

10. **Point No.1&2:** The CW-1 in her affidavit evidence has reiterated all most all the facts stated in the complaint. In support of her evidence she has produced 17 documents, which were marked as Ex.C-1 to Ex.C-17.
11. On the other hand, OPs in their affidavit evidence have reiterated almost all the facts stated in their version. In support of their case they had produced 06 documents, which were marked as Ex.R-1 to Ex.R-6.
12. On perusal of the complaint, affidavit and documents of the parties admittedly complainant had booked photography and videography services from Karthik singh on 28.11.2024 for a total amount 2,05,000 which include candid/cinematic video services for engagement. On 28.11.2024 complainant had paid Rs.1,99,200/- which included Rs.16,200/- towards travel expenses. These facts are not disputed by Ops. The main allegation of the complainant is that at the time of agreement Op1 had promised to cover personally for the key events like engagement ceremony, wedding reception etc. Later Op deployed subcontracted photographers without consent and Ops delivered the photos late and missed important events. The quality of photos and videos were substandard.
13. On contra Op contended that complainant had suppressed the material facts. Op1 has rendered photography and videography services in accordance with the terms mutually agreed between the parties and had performed his obligations under the contract. It is submitted that Op1 had not assigned the contracted work, out sourced or subcontracted to any third party. The photographers and videographers who attended the events were members of the regular team and were working under his direct supervision and control. The complainant was fully aware of that photography and videography service would be rendered through the professional team of Op1 and allegation regarding deficiency in service are baseless, unsupported by any independent evidence and have been

made only with an intention to avoid payment of balance amount of Rs.22,000/- legally due to the Op1.

14. Sec 2(12) of Consumer protection act defines deficiency as under:

Deficiency means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance, which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service and includes-

- (i) Any act of negligence or omission or commission by such person which causes loss or injury to the consumer and deliberate withholding or relevant information by such person to the consumer.

15. Under consumer law, provided the contract or booking explicitly specified that the principal photographer would personally shoot the wedding. In professional contracts involving creative or specialized skills like photography, medical procedures, or legal representation the identity and unique talent of the service provider are often the primary reason for the contract. Substituting that person with an assistant without the client's consent constitutes a direct breach of contract.
16. In the present case Op admits that he had deputed his team of photographer for the event, such being the case when complainant specifically appointed the Op1 to take the photos, without her knowledge Op1 had deputed his team leads to deficiency in service by Op failing to keep up his promise. It is the contractual obligation of Op to disclose the condition before complainant at the time of contracts itself. Sending an assistant instead of the specifically booked photographer can amount to a deficiency in service.
17. If the photographer was unable to attend due to an emergency, they were legally and ethically obligated to inform the client beforehand. Sending an unannounced substitute deprives the consumer of the chance to make alternative arrangements or negotiate a lower price.

18. In *Jayaprakash v. Zero Gravity Photography (2023)*, a District Consumer Commission explicitly penalized a photography agency for deficiencies that included sending interns instead of the promised professional team.
19. On perusal of the Ex C10 is the whatsapp conversation where in Op admits his assistants delay attending the event. In page number 11 and 12 where in complainant expressed her dissatisfaction regarding missing the major shots of the events like not taking the pictures of home rituals ,bride procession, groom arriving ceremony .When complainant asked the Op to arrive at 2.30.pm Ops assistants reached by 3.40pm. For this allegation OP admits in their chat that they were late by 1 hour 10 minutes. Generally Indian Marriages having so many rituals definitely complainant is disappointed by the act of Op. It shows clear case of negligence act by Op. Therefore Ops are liable to pay the compensation for the deficiency of services.
20. Another allegation of the complainant is that Ops are did not take quality photos and videos. Generally for each and every snap we cannot expect the photographer to make everybody to be alert before the camera and to insist everyone to correct the jewelery and makeup. Therefore complainant has failed to produce any expert opinion, technical report or other credible materials to establish that the photography, videography, editing, album work or other services provide by the Op were deficient or below professional standards or careless.
21. Complainant alleged that Op failed to capture the photographs and videography of the bridal make up on the day of reception. For this allegation Op contended that Complainant's make up team took long time for makeup, by that time the inviters had gathered and the parents of complainant did not allow the Op team to take the makeup photographs. Ongoing though the documents there is no document present before the commission to prove the allegation of the complainant. Commission cannot come to the conclusion mere assumption. Hence this allegation is considered as baseless.

22. Another allegation of the complainant is that drone was not used at the time wedding. In the affidavit of the complainant, no where it is stated that complainant availed the service of drone for the photography. However Op contended that the marriage hall was not having much ceiling height, just because of the safety of visitors, they did not use the drone inside the wedding hall. Complainant did not submits any substantial evidence to show that the marriage hall was having sufficient ceiling to move the drone. Therefore this allegation will not be considered by the Commission. Moreover complainant already received the photographs and hard disk, album and videos. Therefore it is just to direct Ops pay Rs.25,000/- for deficiency in service, mental agony, negligence and delay in service. Ops have also directed to pay Rs.10,000/- for cost of litigation, if Op were not deficient in their service, there was no need for the complainant to file the complaint before the Commission. Accordingly, from the above discussions, we pass the following order.

ORDER

- 1. The complaint filed by the complainant U/sec.35 of the Consumer Protection Act, 2019 is allowed in part.**
- 2. Ops are directed to pay compensation of Rs.25,000/- (Twenty Five Thousand Rupees Only) for deficiency in service, mental agony, negligence and delay in service and Ops are also directed to pay Rs.10,000/- (Ten Thousand Rupees Only) for litigation expenses within 45 days from the date of receipt of this order. In case of non-compliance of the order the entire amount shall carry interest @ 10% per annum till its realization.**

3. Office is directed to send free copies of this order to all the parties at free of cost within three days from the date of this order.

(Dictated to the Stenographer, transcribed & typed by her, transcript corrected by us and then pronounced in open commission on this the 17th day of October 2026)

Sd/-
(ANUPAMA.R)
LADY MEMBER

Sd/-
(CHANCHALA.C.M)
PRESIDENT

:: ANNEXURES ::

Witness examined on complainant/s side:

CW.1 - Dr.Chinmayi M

Documents marked on behalf of complainant/s side:

Ex.C-1	Copy of Statement of Account from 29.11.2024 to 29.11.2024
Ex.C-2	Copy of Statement of Account from 22.01.2025 to 22.01.2025
Ex.C-3	Copy of Statement of Account from 29.04.2025 to 29.04.2025
Ex.C-4	Copy of Statement of Account from 22.05.2025 to 22.05.2025
Ex.C-5	Copy of Statement of Account from 03.06.2025 to 03.06.2025
Ex.C-6	Copy of Canara Bank Statement of Account from 10.04.2025 to 12.04.2025
Ex.C-7	Copy of Photography Estimation
Ex.C-8	Copy of Wedding Invitation
Ex.C-9	Photos (14 in No's)
Ex.C-10	Copy of Whatsapp communication
Ex.C-11	Copy of Aadhar Card of complainant
Ex.C-12	Copy of Courier receipt and cover
Ex.C-13	Copy of DTDC Courier Report
Ex.C-14	Copy of photo of place of courier
Ex.C-15	Copy of whatsapp communication received from DTDC delivery agent
Ex.C-16	Copy of Google Pay receipt towards fuel charges
Ex.C-17	Copy of Train Ticket dtd:21.04.2026

Witness examined on Op/s side:

RW.1 - Karthik C.E.

Documents marked on behalf of Op/s side:

Ex.R-1	Colour copy of photos (12 in pages)
Ex.R-2	Whatsapp screen chats (14 in pages)
Ex.R-3	Copy of Estimation Quotation
Ex.R-4	Screen chat of Online Gallary
Ex.R-5	Chronology of Events
Ex.R-6	Pendrive

Sd/-

LADY MEMBER

District Consumer Commission,
Hassan.