

Central Consumer Protection Authority

Krishi Bhawan, New Delhi -110001

Case No: CCPA-3/5/2023-CCPA

In the matter of: Misleading advertisement, unfair trade practice, deficiency in service and violation of consumer rights by Grand Amanta Hotels and Resorts Pvt. Ltd. (formerly known as Grand Vivanta Vacations Private Limited)

CORAM:

Mrs. Nidhi Khare, Chief Commissioner

Mr. Anupam Mishra, Commissioner

APPEARANCES

For Grand Amanta Hotels and Resorts Pvt. Ltd:

1. Ms. Risha Dixit, Advocate
2. Mr. Rakesh Singh, company representative, Grand Amanta Hotels and Resorts Pvt. Ltd.
3. Mr. Harish Plaha, Advocate
4. Mr. Ankit Kumar, Advocate
5. Mr. Pankaj, company representative, Grand Amanta Hotels and Resorts Pvt. Ltd.
6. Ms. Mamta, company representative, Grand Amanta Hotels and Resorts Pvt. Ltd.

Date: 16.09.2026

ORDER

1. The Central Consumer Protection Authority (hereinafter referred to as “CCPA”) received a representation on 17.04.2023 from a consumer (hereinafter referred to as “the complainant”), against Grand Amanta Hotels and Resorts Pvt. Ltd. (formerly known as Grand Vivanta Vacations Private Limited) (hereinafter referred to as “the opposite party”), in the course of sale of holiday/vacation packages and memberships wherein it was alleged as under:

- i. Luring Customers through Fake “Gift Vouchers” Tied to Car Purchases: The opposite party was luring customers by offering a “free” 2 Nights/3 Days stay voucher at 4-star or 5-star hotels at select destinations, represented to be given under a purported tie-up

with automobile companies such as Renault, Tata and Toyota wherein customers who had recently purchased a new car were contacted and informed that a “gift voucher” was waiting for them. The complainant, having recently purchased a Renault Kiger, was similarly contacted and invited, along with his family, to a 5-star hotel (Sheraton Grand, Whitefield, Bengaluru) to avail the said voucher (Voucher series-GVVL/GV/101199). **(Annexure- 1)**

- ii. High-Pressure Sale of Long-Term Holiday Packages: Upon the customer reaching the hotel with family, the opposite party would hand over the voucher and upon ascertaining the customer's interest in long-term holidays, would pressurize such customers into purchasing holiday packages for periods extending up to 10 years, for a consideration of approximately ₹1.XX lakh per annum payable as EMI.
- iii. Non-provision of Bookings despite Payment of Lakhs of Rupees: Many customers who fell into this trap had paid lakhs of rupees to the opposite party but were unable to book a room of their choice, with the hotels concerned denying that any such booking had been made in the first place.
- iv. Non-honouring of Complimentary Movie Ticket Offer: The opposite party had also promised 2 complimentary PVR movie tickets for adults, subject to 7 days' prior intimation by the customer. However, even this benefit could not be availed, with the opposite party's e-mail responses invariably stating that no slots were available.
- v. Request for Investigation: In view of the opposite party making such false promises and taking money from thousands of people, the complainant requested that an investigation be initiated into the matter.

2. Taking cognizance of the said complaint, the CCPA in exercise of powers conferred under the Consumer Protection Act, 2019 (hereinafter referred to as “the Act”) conducted a preliminary inquiry into the matter. During the course of the said inquiry, the CCPA cross-verified the allegations with data obtained from the National Consumer Helpline (NCH) whereupon it was found that about 118 complaints had been lodged against the opposite party between January 2022 and December 2022, of which about 92% of the complaints pertained to consumers who had purchased holiday packages from the opposite party but for whom the opposite party had refused to provide bookings as promised, leaving its consumers in a lurch. It was further observed that the opposite party had, in some instances (as per NCH grievances), taken debit/credit card details of consumers and charged the same with

erroneous figures of money and despite promising to return the excess charges, had failed to do so.

3. It is relevant to state that the CCPA has been established under Section 10(1) of the Act to regulate matters relating to violation of consumer rights, unfair trade practices and false or misleading advertisements prejudicial to the interest of the public and consumers and to promote, protect and enforce the rights of consumers as a class. Section 18(1) of the Act empowers the CCPA to ensure that no false or misleading advertisement is made of any goods or services, to ensure that no person takes part in the publication of any advertisement which is false or misleading and to prevent unfair trade practices. Section 19(1) of the Act empowers the CCPA, on receipt of any information or complaint or of its own motion, to conduct or cause to be conducted a preliminary inquiry to ascertain whether a prima facie case exists as regards violation of consumer rights or any unfair trade practice or any false or misleading advertisement.

4. On the basis of the aforesaid preliminary inquiry, the CCPA formed a prima facie view that the opposite party was publishing misleading advertisements, adopting unfair trade practices and violating the rights of consumers by giving free holiday vouchers, many of which were allegedly fake or fraudulent or were used to lure unsuspecting consumers into purchasing highly priced holiday packages.

5. Accordingly, a Show Cause Notice dated 11.05.2023 was issued to the opposite party calling upon it to show cause as to why action under Sections 20 and 21 of the Act should not be taken against it for unfair trade practice, false and misleading advertisement and violation of consumer rights.

6. As no response to the Show Cause Notice dated 11.05.2023 was received by the CCPA, reminders were issued to the opposite party calling upon it to submit its reply namely Reminder-I dated 16.10.2023 and Reminder-II dated 11.12.2023.

7. It may be noted that subsequent to the aforesaid reminders, the opposite party vide e-mail dated 12.12.2023 submitted that its legal team had already furnished a reply to the Show Cause Notice on its behalf. Enclosed with the said e-mail was a reply dated 21.05.2023,

which had not been received by the CCPA at any point prior thereto and was placed on record for the first time only vide the said e-mail dated 12.12.2023.

8. In the said reply dated 21.05.2023 (received by the CCPA only on 12.12.2023, as noted above), the opposite party made the following submission:

- i. Regarding the free holiday vouchers: It was submitted that the free holiday vouchers could only be claimed by a person holding “CLIENTShip” of the opposite party and that no other person could avail such vouchers probono or without paying the requisite consideration and applicable charges. In support of this contention, the opposite party relied upon a document, annexed as Annexure-A, purportedly showing its “clients” availing the free vouchers.
- ii. Regarding continued use of the trade name “Vivanta”: It was denied that the opposite party continued to use the trade name “Grand Vivanta” despite the restraining order passed by the Hon'ble High Court of Delhi. It was submitted that subsequent to the said restraint, the opposite party had never endorsed any advertisement in the name “Grand Vivanta” and a document in support thereof was annexed as Annexure-B.
- iii. Regarding non-provision of bookings: While admitting that about 118 complaints had been lodged against it with the National Consumer Helpline between January 2022 and December 2022 (being a matter of record), the opposite party denied that it had refused to provide bookings as promised. It was contended that its membership agreement with consumers contained a clause stipulating that “all bookings are only be done subject to availability” and that upon a booking request being generated by a member, the opposite party would provide 4-5 property options, after due research, based on the best resources available at the relevant location, from which the member could choose. A copy of the said agreement was annexed as Annexure-C.
- iv. Regarding erroneous overcharging and non-refund: It was denied that the opposite party had taken consumers' debit/credit card details and charged erroneous, excess figures without refunding the same. It was submitted that, upon receipt of payment from a client, the opposite party sent an acknowledgment/welcome e-mail stating the consideration paid along with a brief synopsis of the package and that in the event of any excess payment being received, the same was refunded following due procedure and policy. Copies of the alleged payment confirmations and refund proofs were annexed as Annexure-D and Annexure-E respectively.

- v. It was further submitted that the opposite party would furnish the requisite documents as and when demanded by the Authority and a request was made to take the reply on record and grant an opportunity of hearing.

9. On examination of the aforesaid reply, it was found that notwithstanding the specific reliance placed by the opposite party on Annexures A to E in support of each of its contentions, none of the said Annexures were enclosed with the reply rendering the response unsubstantiated and incapable of verification. Thereafter, the CCPA vide its e-mail dated 12.12.2023 pointed out that the Annexures referred to in the said reply were missing and directed the opposite party to furnish a complete reply along with the supporting Annexures at the earliest. Despite the aforesaid, the opposite party failed to submit the requisite Annexures. The CCPA thereafter issued two further reminders to the opposite party namely Reminder-III dated 27.02.2024 and Reminder-IV dated 03.05.2024 calling upon it to submit a complete reply along with the supporting Annexures, failing which the CCPA would be constrained to take action against it as per the provisions of the Act.

10. Despite the issuance of the aforesaid four reminders over a period exceeding one year, no complete response along with supporting Annexures was received from the opposite party till date, evidencing a continued and willful failure on the part of the opposite party to substantiate its denial of the allegations against it.

11. The CCPA also takes note of the judgment dated 26.09.2022 passed by the Hon'ble High Court of Delhi in CS(COMM) 560/2022 (The Indian Hotels Company Limited v. Grand Vivanta Vacations Private Limited), whereby the opposite party was permanently barred from using the mark/name "VIVANTA/VIVAN", or any other mark/name deceptively similar thereto, with or without prefix or suffix, in respect of its resorts, hotels, restaurants and other hospitality-related services, the mark "VIVANTA" having been declared a well-known trademark, with the opposite party being permitted to use only the name "GRAND VIHAN" for its resort, online platform and mobile application, with effect from 01.11.2022. It is pertinent to note that notwithstanding the said injunction, the opposite party, in its reply dated 21.05.2023 specifically denied continued use of the trade name "Grand Vivanta", while failing to furnish Annexure-B relied upon in support of the said denial despite repeated reminders.

12. Section 2(47) of the Act defines “unfair trade practice” to mean a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice. Section 2(28) of the Act defines “misleading advertisement”, in relation to any product or service, to mean an advertisement which (i) falsely describes such product or service, or (ii) gives a false guarantee to, or is likely to mislead the consumers as to, the nature, substance, quantity or quality of such product or service.

13. On an examination of the documents available, the CCPA is of the prima facie view as follows:

- i. Despite the issuance of the aforesaid four reminders over a period exceeding one year, no complete response along with supporting Annexures was received from the opposite party till date.
- ii. It was further observed that fresh data obtained from the National Consumer Helpline (NCH) for the period January 2022 to July 2024 revealed that a total of 179 grievances had, by then, been received against the opposite party on account of deficiency of service and non-provision of promised service reflecting an escalation from the 118 complaints recorded as of December 2022 and indicating a continuing pattern of violation of consumer rights and unfair trade practice.
- iii. In view of the above, opposite party’s conduct prima facie attracts Section 2(28) of the Act and the systemic refusal to honour bookings as promised, reflected in 92% of the 118 NCH complaints, prima facie amounts to an “unfair trade practice” within the meaning of Section 2(47) of the Act, the cumulative effect whereof prima facie amounts to violation of consumer rights within the meaning of Section 2(9) of the Act.

14. Accordingly, in exercise of the powers conferred under Section 19(1) of the Act, the matter was referred vide letter dated 05.08.2024 to the Director General (Investigation) for conducting a detailed investigation.

15. The Director General (Investigation) in its investigation report dated 23.12.2025 submitted the following:

- i. It was observed that the documents submitted by the company were insufficient and unreliable. The company provided written agreements for only four members,

- whereas invoice copies and confirmation documents were submitted for five members. This discrepancy was also highlighted during the meeting and no satisfactory explanation was provided by the team member or the legal representative.
- ii. During the subsequent meeting with the Investigation Wing, the company's legal representative admitted that sales agents at times exaggerate details to meet targets leading customers to rely on verbal assurances over written terms. This indicates inadequate monitoring and control over sales practices and the company cannot disclaim responsibility by attributing such conduct to independent actions of sales agents.
 - iii. There are no recorded calls or agreement-time recordings revealing gaps in the company's monitoring, compliance and due diligence, particularly in training and supervising its sales agents, reflecting inadequate oversight of content and interactions.
 - iv. During the meeting, the team member was unable to provide information regarding the total number of customers enrolled under the scheme. Even till date, the total amount refunded by the company to its customers remains unclear.
 - v. The company submitted customer-related communications, including email exchanges, instead of the specific information requested. Despite clear instructions during the meeting as well, to provide the documents in a concise tabular format indicating refunds, pending cases and grievance resolution, the company submitted approximately 1,100 pages of miscellaneous documents. This conduct demonstrates the company's inability or unwillingness to furnish relevant information and has unnecessarily impeded the investigation.
 - vi. Several discrepancies were identified in the documents submitted by the company. The list of customers to whom refunds were stated to have been issued, as submitted earlier by the company, included only six customers. However, these customers were not mentioned in the list of customers provided in the company's latest reply, indicating inconsistencies in the information submitted.
 - vii. It is also pertinent to note that, upon reviewing the email communications submitted by the company, there is no explicit confirmation that any customer has actually received a refund. The emails merely indicate that customers requested refunds and that the company informed them that a specified amount had been processed, subject to deductions as per the agreement. However, there is no acknowledgment or confirmation from the customers confirming receipt of the refunded amount.

- viii. Additionally, it was observed that the company's official website does not disclose the contact details of the Grievance Officer.
- ix. Grand Vivanta's practices amounts to a gross violation of consumer rights under section 2(9) of the Consumer Protection Act, 2019, including the right to be informed and the right to be protected against unfair trade practices.
- x. The company failed to provide the contact details like landline, mobile number of the Grievance Officer on its platform which amounts to the violation of Rule 4 of The Consumer Protection (E-Commerce) Rules, 2020.
- xi. Based on the complaints received, it was noted that the company used to provide false assurances, mislead customers into purchasing the schemes and fail to refund payments. Such practices indicate misleading advertisements and unfair trade practices under section 2(28), 2(47) of the Consumer Protection Act, 2019.
- xii. The company is in clear violation of Clauses 4, 5 and 12 of the Guidelines for Prevention of Misleading Advertisements and Endorsements, 2022. By offering “free vouchers” while concealing critical terms and conditions, exaggerating benefits and creating the impression that the offers were universally available and risk-free, the company failed to provide truthful and honest representation (Clause 4), engaged in bait advertising that misled consumers about availability and terms (Clause 5) and issued advertisements likely to mislead consumers by omission and exaggeration (Clause 12).
- xiii. In view of the above, as per the investigation conducted, a case relating to the violation of consumer rights, misleading advertisement and unfair trade practice under the Consumer Protection Act, 2019 stands established.

16. The CCPA further sought fresh data from the National Consumer Helpline (NCH) in respect of grievances registered against the opposite party for the period from January 2023 till December 2025 with a view to assessing whether the opposite party has been resolving consumer grievances and to examine the nature of grievances being reported, the Show Cause Notice dated 11.05.2023 having covered grievances from January 2022 to December 2022. The data so furnished by NCH is set out below:

S. No.	Nature of Grievance	2023	2024	2025	Grand Total
1	Promised service not provided	34	10	6	50
2	Promised offers not provided	13	7	3	23
3	Deficiency of services	16	6	1	22
4	Booking cancelled but money not refunded	2	4	2	8
5	Not getting refund for tickets	6	—	—	6
6	Paid amount not refunded	—	2	1	3
7	Misleading advertisement	1	1	—	2
8	Delay in refund	—	1	—	1
	Grand Total	72	31	13	116

17. The aforesaid data indicated that consumers continued to face grievances of a nature substantially similar to those which formed the subject matter of the Show Cause Notice, namely, non-provision of promised service, non-provision of promised offers, deficiency of service and non-refund of money, indicating a continuing pattern of consumer harm subsequent to the issuance of the Show Cause Notice. The CCPA deemed it appropriate to share the aforesaid latest NCH data with the opposite party and called upon it to submit its comments prior to the CCPA proceeding further in the matter.

18. The CCPA vide letter dated 09.01.2026 forwarded to the opposite party a copy of the Investigation Report submitted by the Director General (Investigation) along with the NCH grievance data for the period from January 2023 till December 2025 referred to hereinabove and afforded the opposite party an opportunity to furnish its comments. The opposite party was also informed that the matter is listed for hearing on 28.01.2026 at 4:30 PM.

19. The opposite party vide e-mail dated 24.01.2026 filed its comments on the Investigation Report wherein submitted the following:-

- i. Entity confusion: That Paras 9-10 of the Report repeatedly refer to “Grand Vivanta”/ “Grand Vivanta Vacations Pvt. Ltd.” and rely on proceedings/orders concerning that name whereas Grand Amanta is stated to be a distinct legal entity rendering such findings irrelevant to it and that the Delhi High Court's order permitted use of “Vivanta” only up to 15.01.2023 after which the name has not been used.
- ii. Cooperation and sufficiency of documents: That a detailed, evidence-backed reply with structured annexures representative sample agreements, indices of duplicate and non-member grievances and payment/refund proofs already stood on record and the Report's characterization of this material as insufficient, unreliable or “miscellaneous”

is incorrect, that the discrepancy between the number of agreements and invoices filed is attributable to incomplete identifiers furnished by certain complainants and not to suppression and that invoices for any specific entry would be produced on demand.

- iii. Evidentiary standard: That the findings on excess debits, card custody and false assurances rest on bald allegations rather than cogent, primary evidence, contrary to the standard laid down in *Rubi (Chandra) Dutta v. United India Insurance Co. Ltd.*, (2011) 11 SCC 269, no complainant having produced card statements or charge-slips evidencing any unauthorized debit.
- iv. Advertising, training and voucher terms: That its marketing collaterals disclose eligibility, blackout dates and third-party fulfilment conditions consistent with the Guidelines for Prevention of Misleading Advertisements and Endorsements, 2022 that documented induction/training exists for sales agents, with instances of miscommunication being outliers that were rectified where substantiated and that no pattern of material misrepresentation meeting the standard under Section 2(28) of the Act has been established.
- v. Grievance status and refunds: That a consolidated status of the 118 NCH grievances categorised as pending on identifiers, non-member entries, resolved/refunded and in-process had already been furnished with supporting indices and that refunds, including reimbursement of issuer-levied finance charges on card-to-EMI conversions, were processed where due, with proofs annexed.
- vi. Denial of statutory breach: That no unfair trade practice under Section 2(47), misleading advertisement under Section 2(28), or violation of consumer rights under Section 2(9) of the Act is made out; that Rule 4 of the Consumer Protection (E-Commerce) Rules, 2020 stands complied with, its Grievance/Nodal Officer details being disclosed on its website, with an undertaking to display them more prominently if directed and that no breach of Clauses 4, 5 or 12 of the Guidelines 2022 is established, no specific advertisement or authenticated script having been cited by the Report.
- vii. Relief sought: The opposite party accordingly prayed for setting aside/expunging Paras 9 and 10 of the Investigation Report, or, in the alternative, a reconsideration by the Investigation Wing limited to Grand Amanta Hotels and Resorts Pvt. Ltd., along with such other reliefs as the Authority may deem fit.

20. Thereafter, hearing was scheduled on 28.01.2026 during which Mr. Harish Plaha, Advocate, Mr. Ankit Kumar, Advocate and Mr. Pankaj, company representative appeared on behalf of the opposite party and sought an adjournment stating that the person primarily concerned with the matter on the opposite party's side was not available that day owing to a bereavement in the family.

21. On the request of the opposite party, the hearing scheduled on 28.01.2026 was accordingly adjourned and the matter was directed to be listed for the next hearing on 19.02.2026.

22. On 19.02.2026, Ms. Risha Dixit, Advocate, appeared on behalf of the opposite party, as proxy counsel for Mr. Abhay Dixit, Advocate and made the following submissions:

- i. That the opposite party had filed objections to the Investigation Report, denying the finding that complete information had not been furnished and submitting that a reply running to approximately 1,100 pages had already been filed in which every relevant document had been provided.
- ii. That the findings and conclusions in the Investigation Report were misconceived to the extent they related to "Grand Vivanta", inasmuch as the opposite party had, pursuant to the order of the Hon'ble High Court of Delhi, discontinued use of the said name and was operating as "Grand Amanta". However, on being queried, Ld. Counsel was unable to state the precise date on which such discontinuation took effect, beyond stating that it was sometime in 2023.
- iii. On being directed to produce the e-mail/communication evidencing submission of the aforesaid 1,100-page reply, opposite party was unable to demonstrate that the said reply had accompanied the objections filed to the Investigation Report and it was found on verification that no such reply stood annexed thereto.
- iv. On being queried regarding the present status of grievances received on the National Consumer Helpline (NCH) up to December 2025, opposite party submitted that a reply had already been furnished in this regard. However, on being called upon to point out the said reply, she was unable to do so.
- v. The Authority further called for production of bank statements, UTR numbers and consolidated data reflecting the total amount collected from consumers, the amount refunded and the pending refund liability. Opposite party submitted that the said material was contained in the reply proposed to be filed but conceded that she was not

in a position to furnish the same at the hearing and sought one opportunity to file the complete documentation.

- vi. The CCPA also enquired whether the opposite party was registered as a convergence partner with the NCH, to which legal counsel submitted that she was not aware of the same. The Authority apprised her that such registration entails no fee and enables expeditious resolution of grievances registered on the NCH.

23. In view of the above and having regard to the fact that the opposite party had failed to substantiate its submissions with the requisite documentation at the hearing, the CCPA granted the opposite party one week's time to file a complete and consolidated reply, comprising the 1,100-page reply referred to at the hearing along with proof of its prior submission, the present status of NCH grievances up to December 2025 and bank statements, UTR numbers and consolidated data reflecting amounts collected, refunded and pending refund liability. The matter was accordingly adjourned.

24. Pursuant to the aforesaid oral direction during hearing, the CCPA vide letter dated 25.02.2026 communicated the following directions to the opposite party:

- i. That reference was made to the hearing dated 19.02.2026, wherein counsel appearing on behalf of the opposite party had relied upon certain documents which had not been submitted to the CCPA and certain other documents had also been referred to in the opposite party's comments on the Investigation Report. The opposite party was accordingly directed to submit all such documents on which reliance had been placed, along with any supporting material.
- ii. That the CCPA had earlier shared details of grievances registered against the opposite party on the National Consumer Helpline (NCH) portal up to December 2025, to which no response had been received. The said grievance details were accordingly furnished afresh and the opposite party was directed to examine and resolve the same.
- iii. That the matter was listed for hearing on 12.03.2026 at 04:30 PM.

25. Thereafter, CCPA conducted another hearing on 12.03.2026 wherein Ms. Risha Dixit, Advocate and Ms. Mamta, company representative appeared on behalf of the opposite party and made the following submissions:

- i. It was submitted that all documents had been placed on record and that an explanation had been given as to which grievances existed and how each had been responded to.

- ii. It was submitted that Ms. Mamta, the Grievance Officer and her contact details are disclosed on the company's website and that complaints from customers are handled by her with a designated person handling complaints reporting to a Mr. Harish.
- iii. That free/gift vouchers issued to consumers carry terms and conditions on the back of the voucher, copies of which, along with the vouchers, had been enclosed with the reply.
- iv. It was submitted that, of the total grievances, for about 30% the opposite party had no underlying data and had written to the Investigation Wing of CCPA seeking the same, which had not yet been received.
- v. 24 persons had already been refunded in full, a further set remain customers currently availing services, another set were duplicate/repeated grievances and another set were "non-members", with complaint-number-wise particulars, including dates of refund, furnished for each.
- vi. In response to the allegation of taking consumers' credit/debit cards and charging amounts in excess of what was due, it was submitted that this was a bare, unsubstantiated allegation that nothing of this kind had ever occurred.
- vii. It was submitted that the opposite party has never taken any amount in excess from any consumer.
- viii. As regards explanation of terms and conditions to consumers, it was submitted that every term and condition is explained verbally to the customer before signature including what would apply if the package is taken and that there is no obligation or consequence if it is not taken and that documents are explained to the customer in their own language before signature.
- ix. The opposite party reiterated that it has never engaged in the conduct alleged unfair trade practice and acknowledged the direction to prepare a column-wise action-taken report against every grievance number.

26. During the course of the said hearing, the CCPA put the following to the opposite party:-

- i. Pursuant to the directions issued at the last hearing, the grievances received on the National Consumer Helpline (NCH) had been forwarded to the opposite party and the opposite party was accordingly asked about the redressal of the said grievances. It was noted that a reply had earlier been filed on 07.11.2025 purporting to cover the said

grievances and their redressal but that the said reply merely listed the grievances without resolution.

- ii. The CCPA stated that a serious allegation exists against the opposite party that it takes consumers credit/debit card details in connection with membership packages and thereafter deducts amounts in excess of what was agreed.
- iii. That despite consumer complaints and assurances of refund, no refund is made.
- iv. The CCPA read out, for the opposite party's response, the substance of a consumer's written complaint against "Grand Vivanta" (holiday package promised on the representation "enjoy holidays with family", reference to the consumer's salary package, mention of an office at Elante and multiple "welcome calls" received from the company) and put to the opposite party the pattern alleged by consumers generally: a free holiday package is first offered; the consumer is then induced with a free voucher towards a purchase; money is taken against that voucher; and the consumer's credit card is thereafter charged in excess of the agreed amount.
- v. The CCPA asked the opposite party on how its terms and conditions are explained to consumers before they sign, noting an apparent inconsistency in the opposite party's explanation on this point during the hearing and cautioned the opposite party that if its practice is indeed to take consumers' credit cards and thereafter charge amounts beyond what is due, this would stand proved and strict action would follow. The opposite party was directed, once again, to go through every grievance number individually, adding a column recording the action taken against each.

27. Subsequent to the hearing dated 12.03.2026, the CCPA vide e-mail dated 17.03.2026 to the opposite party, issued the following directions:

- i. During the hearing dated 12.03.2026, opposite party requested for additional details regarding consumer grievances registered against the opposite party on the National Consumer Helpline (NCH).
- ii. Considering the said request, CCPA shared the details of consumer grievances received against the opposite party for the period from January 2022 to December 2025:
- iii. It was noted that a total of 234 grievances have been registered on NCH against the opposite party, the details of which are as follows:
 - a) January 2022 to December 2022 - 118 grievances
 - b) January 2023 to December 2025 - 116 grievances

iv. In view of the above, opposite party was directed to resolve the aforesaid grievances.

28. In response to the aforesaid direction, the opposite party vide e-mail dated 31.03.2026, submitted the following:

- i. That the opposite party acknowledged receipt of the aforesaid details and stated that it was in the process of examining each grievance meticulously and assured the Authority that necessary steps were being undertaken to address and resolve the grievances in a prompt and effective manner.
- ii. That a comprehensive and detailed response, along with the status of resolution of the grievances, would be submitted within the stipulated period of 15 days as directed
- iii. The opposite party reiterated its commitment to ensuring consumer satisfaction and full compliance with the directions of the CCPA.

29. It may be noted that as no detailed response/status report regarding resolution of the grievances was received from the opposite party despite the assurance given vide its e-mail dated 31.03.2026, thereafter the CCPA vide letter dated 21.05.2026 issued the following directions:-

- i. That reference was made to the hearing held on 12.03.2026 and the subsequent communication dated 17.03.2026 whereby the details of consumer grievances registered against the opposite party on the National Consumer Helpline (NCH) portal had been shared with it and the opposite party had been directed to resolve the grievances and furnish a detailed response to the Authority within 15 days.
- ii. That reference was further made to the opposite party's e-mail communication dated 31.03.2026 wherein it had been stated that the grievances were under examination and that a comprehensive response, along with the status of resolution, would be submitted within the stipulated period.
- iii. That, however, no detailed response/status report regarding resolution of the grievances had been received from the opposite party till date.
- iv. That the opposite party was accordingly granted an opportunity to furnish the detailed response, along with the status of resolution of the grievances, within 10 days from the date of receipt of the said communication, failing which the Authority may proceed to take appropriate action in accordance with the provisions of the Consumer Protection Act, 2019.
- v. That the matter was listed for final hearing on 04.06.2026 at 04:30 PM.

30. Thereafter, the opposite party filed its response regarding the status of the NCH grievances and hearing was conducted on 04.06.2026 wherein Ms. Risha Dixit, Advocate and Mr. Rakesh Singh, authorized representative appeared on behalf of the opposite party and made the following submissions:

- i. An Excel file had already been sent in response to the Authority's last direction using the Authority's own format/columns, with the opposite party's remarks/resolution status filled in against each grievance.
- ii. An explanation had been furnished for each case- that in most instances the consumers had received or were still receiving services from the opposite party and either refunds had already been made or the position was explained case-wise in the "remarks" column of the Excel sheet.
- iii. CCPA read out the grievance of Ms. Sakshi (NCH docket no. 3452937) wherein she purchased membership of opposite party costing ₹85,000/-. As per her grievance opposite party promised 5-star hotel stays but no response was received from the helpline/support, e-mail or sales staff for over 5 month and thereafter she sought refund of the amount paid. In response to this, the opposite party reiterated its standard position that enrolment and payment were voluntary made by the consumer through a secure payment gateway without force or pressure and maintained that service had never been denied to this consumer.
- iv. That the opposite party's cancellation/refund policy involves a graded deduction depending on when the cancellation request is raised. A smaller deduction if raised promptly and escalating with delay, up to roughly 50% if raised after a stipulated period and that this is set out in the signed agreement, though the specific consumer's signed copy would need to be produced separately as it was not immediately available.
- v. On refund requests, generally a consumer seeking a refund may e-mail the company which reverts explaining the applicable policy/timeframe following which a refund is processed on that basis
- vi. Opposite party did not explain why refund had been denied outright in the specific complaint put to it and indicated it would need to check its own system for that case.
- vii. As to why complaints remain numerous despite this process: it was submitted that this is a service industry in which some complaints are inevitable. However, no service has ever been denied outright. Room availability is always subject to the specific

property requested being available and that alternative properties/choices are always offered where the requested property is unavailable.

- viii. It does not directly own properties but operates through travel/channel partners and vendors, giving it access to a variable, “live” inventory of affiliated properties and that it was unable to state a specific, fixed total number of properties or rooms, as inventory fluctuates.
- ix. On total membership numbers, the opposite party after initially giving a vague figure, clarified on being pressed, a figure of approximately 20,000 members.
- x. On the gift-voucher terms: it is submitted that it carries conditions like validity for one-time use and one location only, the resort list subject to change without prior notice, that a confirmed booking cannot be cancelled or modified and that utility charges are payable by the person availing the facility and it was maintained that this is a conditional “gift voucher” and not an unconditional free offer.
- xi. That the gift-voucher scheme has since been discontinued.

31. CCPA examined the reply filed by the opposite party during the abovementioned hearing regarding the status of the NCH grievances against 234 grievances furnished by NCH (January 2022 to December 2025) and observed the following:

- i. That in 150 plus unique grievances (approximately 68%), the opposite party explicitly conditions any refund or cancellation on the consumer first withdrawing, closing, or removing complaints, negative reviews, or posts made on NCH, consumer forums, or social media platforms.
- ii. Making a consumer's entitlement to refund/redressal contingent upon withdrawal of a complaint, review, or grievance filed before a statutory forum amounts to an unfair trade practice within the meaning of Section 2(47) of the Act.
- iii. The opposite party's replies states that any request for cancellation/refund “cannot be processed” or “will be expedited” only upon closure of complaints/negative reviews.
- iv. In 111 of the 219 grievances (approximately 51%), the opposite party's reply goes beyond merely conditioning refund on withdrawal of the complaint and expressly characterises the consumer's complaint/review as “defamatory” warns that continued posting of the complaint is “legally contestable”, or states that the opposite party “reserves the right to take legal action” amounting to intimidation of consumers for having approached a grievance-redressal platform.

- v. In at least 14 instances, the opposite party submits that “the customer name mentioned in the complaint does not match with any registered member in our system” and that “the email ID provided in the complaint is also not registered” indicating that such replies are generated mechanically, without any verification.

32. The CCPA issued some oral directions at the abovementioned hearing and same were also communicated to the opposite party in writing by way of e-mail dated 04.06.2026, for record purposes, in the following terms:

- (a) Annual Reports of the Company.
 - (b) Audited Balance Sheets of the Company.
 - (c) Total number of memberships currently active/subsisting.
 - (d) Year-wise membership data from 2022 till date.
 - (e) Total number of properties operated/associated with the Company.
 - (f) Total number of rooms available across all properties.
 - (g) Property-wise and year-wise occupancy/stay data for the last three years, indicating the number of members/customers who availed accommodation at each property.
 - (h) Details of all membership models/plans offered by the Company.
 - (i) Publicity, promotional and marketing materials used by the Company.
 - (j) Copies of membership agreements and related documents executed with consumers.
 - (k) Applicable terms and conditions governing memberships and associated services.
 - (l) Year-wise details of gift vouchers issued during the last three years, along with the number of such vouchers redeemed/availed by consumers.
- i. The Company shall also furnish complete records in respect of the below mentioned 30 grievances, including copies of membership application forms, membership agreements, payment receipts, booking requests, cancellation requests, correspondence exchanged with consumers, email trails, internal notes/approvals, refund requests, refund approvals/rejections, proof of refund (where applicable) and any other documents relevant to the grievances. The Company shall specifically explain, with supporting documents, the reasons for non-refund, delayed refund, or rejection of refund claims in each case.
- ii. **2022 Sheet (Jan 2022 – Dec 2022) - Grievance Number**

- (a) 3714624
- (b) 3452937
- (c) 3943055
- (d) 3654178
- (e) 3991762
- (f) 3704930
- (g) 3900880
- (h) 3956349
- (i) 3982757
- (j) 3730336
- (k) 3987393
- (l) 3771854
- (m) 3861705
- (n) 3797900
- (o) 3686340
- (p) 3686361
- (q) 3931067
- (r) 3811507

iii. **2023–2025 Sheet (Jan 2023 – Dec 2025) - Grievance Number**

- (a) 4609636
- (b) 5553463
- (c) 7980686
- (d) 5612126
- (e) 7686487
- (f) 4677656
- (g) 6022448
- (h) 8364818
- (i) 5468480
- (j) 5661414
- (k) 6073368
- (l) 5689809

- iv. The Company is directed to submit the aforesaid information/documents within 15 days from the date of this communication.
- v. Further, the matter is listed for the next hearing on 22.06.2026 at 04:00 PM

vi. This may be treated as most urgent.

33. In response to the said direction, the opposite party vide e-mail dated 22.06.2026, submitted the following:

- i. With reference to CCPA's e-mail dated 04.06.2026 whereby certain documents and information had been sought to be furnished within the stipulated timeline, Mr. Chandan Kumar, the Accountant responsible for the preparation, compilation and collation of the documents so sought, had been suffering from a serious medical condition and had, consequently, been unable to prepare the requisite documents.
- ii. That the delay was neither intentional nor deliberate and had arisen solely on account of circumstances beyond the opposite party's control.
- iii. Requested for extension of time be granted for submission of the documents assuring that the same would be compiled and furnished without further.

34. Thereafter, CCPA vide e-mail dated 22.06.2026, informed the opposite party about the following:

- i. That the CCPA had taken note of the aforesaid request and approved the request for adjournment.
- ii. The hearing scheduled for that day, i.e., 22.06.2026 adjourned and the matter was thereafter listed for hearing on 13.07.2026 at 05:00 PM.
- iii. That the opposite party was directed to ensure that all information and documents sought vide CCPA's e-mail dated 04.06.2026 were submitted at the earliest and that no further extension would ordinarily be granted on account of delay in submission of documents.

35. Pursuant to the aforesaid direction, the opposite party vide e-mail dated 13.07.2026 submitted its response along with supporting documentation which read as follows:-

- i. Annual Reports of the Company
- ii. Audited Balance Sheets of the Company
- iii. Total number of memberships currently active/subsisting: There are currently 1,760 active and subsisting memberships availed by consumers since 2022.
- iv. Year-wise membership data from 2022 till date: For the period spanning April 2022 to January 2023, the total membership registration stood at 3,535.

- v. Total number of properties operated/associated with the Company: We do not manage a fixed portfolio of direct hotel tie-ups. Instead, we operate as a direct booking provider utilizing strategic rate contracts and major inventory portals. Through these direct rate contracts, we secure real-time availability and preferred pricing across a network of unique destinations. This allows us to provide our clients with flexible booking solutions and competitive rates globally, rather than limiting our choices to a specific list of managed properties.
- vi. Total number of rooms available across all properties: In alignment with the aforementioned business model, the company does not maintain a static room block or traditional single-property inventory. Room availability fluctuates dynamically based on live integrated portal access and active contract rates across our partner network.
- vii. Property-wise and year-wise occupancy/stay data for the last three years, indicating the number of members/customers who availed accommodation at each property: The breakdown of unique active members, total room nights utilized and the booking channels utilized (Direct, TBO and Rezlive) is structured as follows:

Particulars	No. of Unique Active Members	Total No. Of Nights	Count of Direct Booking	Count of TBO	Count of Rezlive
FY 2022-23	501	1,644	381	315	26
FY 2023-24	852	2,643	649	479	22
FY 2024-25	348	1,331	130	426	7
FY 2025-26	59	163	1	66	0
Total	1,760	5,781	1,161	1,286	55

*TBO (Travel Boutique Online) and Rezlive are third-party B2B hotel-inventory aggregators

- viii. Details of all membership models/plans offered by the Company: Membership Plans Structure:
 - (a) Validity: Each membership package holds a fixed validity of exactly one (1) year.
 - (b) Renewal: Subscriptions are renewable for subsequent years upon the timely payment of the Annual Maintenance Fee (AMF).
 - (c) AMF Policy: The AMF amount is subject to annual revisions at the sole discretion of the Company.

(d) Pricing Inclusions: Final package pricing is variable, determined by consumer-selected parameters including room counts and adult occupancy limits.

(e) Promotional Perks: Final costs may encompass promotional incentives, such as air ticket vouchers and all-inclusive holiday deals.

- ix. Publicity, promotional and marketing materials used by the Company: Please be informed that all physical and digital promotional and marketing materials were previously seized by the Hon'ble High Court directly from our office premises and remain in judicial custody.
- x. Copies of membership agreements and related documents executed with consumers: Copies of the standard membership agreements and the governing terms and conditions are detailed within the attached Grand Amanta MAF PDF.
- xi. Applicable terms and conditions governing memberships and associated services: As per MAF.
- xii. Year-wise details of gift vouchers issued during the last three years, along with the number of such vouchers redeemed/availed by consumers - No gift vouchers have been issued to consumers during the last three financial years. The last instance of voucher distribution occurred in FY 2022-23, during which 956 consumers successfully redeemed/availed vouchers for holiday accommodations or movie tickets.
- xiii. As per the direct instructions regarding consumer verification, copies of agreements, welcome communications and email trails are attached alongside a comprehensive Excel summary. The status of the 24 unique consumers evaluated is as follows:
 - (a) Detailed in Attached PDF: 22 Consumers
 - (b) Successfully Refunded: 4 Consumers
 - (c) Records Not Found: 2 Consumers

36. The hearing scheduled on 13.07.2026 was postponed by the CCPA. CCPA informed the party about it vide e-mail dated 13.07.2026 and the matter was rescheduled to 23.07.2026 at 04:30 PM.

37. The hearing was conducted on 23.07.2026 wherein Ms. Risha Dixit, Advocate and Mr. Rakesh Singh, authorized representative appeared on behalf of the opposite party and made the following submissions:

- i. On the clause requiring withdrawal of complaints as a condition to refund, it was submitted that this is not a condition imposed from outside but an assurance/mutual understanding that the opposite party has long faced a situation where consumers seek cancellation/refund without regard to the opposite party's clause and the opposite party nonetheless refunds them but the complaint remains registered and continues to be counted against the opposite party even after the consumer is satisfied, causing it difficulty that it accordingly seeks an assurance that, upon refund, the consumer will simultaneously withdraw the complaint and reiterated that this is not a "condition" but a mutual understanding between the customer and the company. It was denied that the sequence is "withdraw the complaint first, refund later" and it was maintained that this is a simultaneous, mutually agreed arrangement, based on "mutual agreement" as recorded in the opposite party's own reply.
- ii. On the grievance of Mrs. Ekta Tripathi & Mr. Jeet (NCH Docket No. 3714624), it was submitted that the client had sought cancellation of the package. The opposite party is ready to provide service. However, consumer doesn't want to continue the service and wants refund.
- iii. On hotel inventory, it was submitted that the opposite party does not maintain a fixed portfolio of hotels of its own but operates through channel/vendor partners and offers availability based on live, real-time inventory listed on the booking portal, akin to an online travel-booking model, such that bookings are subject to live availability rather than a fixed room inventory held by the opposite party.
- iv. On membership numbers, it was stated that total membership registrations, for the period cited, were approximately 3,535; that of these, 1,760 are presently shown as "active" members in the system and that of the active members, only 501 have actually utilised/availed room-nights, figures stated to have already been furnished to the Authority in an earlier e-mail response.
- v. On the earlier High Court litigation, it was submitted that there was a dispute over the "Grand Vivanta" brand name and that the Hon'ble High Court had passed an order directing the opposite party to discontinue the name "Grand Vivanta" and change its name, pursuant to which it adopted the name "Grand Amanta". The said order having already been e-mailed to the Authority and placed on record. On publicity material, it was submitted that no publicity material relating to the erstwhile "Grand Vivanta" name is available, as the High Court's order had directed disposal/destruction of such

material and it was accordingly disposed of, though agreement/terms-and-conditions copies had been filed with the CCPA.

- vi. On membership plan/pricing, it was submitted that there is no single fixed price per package and that final pricing is variable and depends on what the customer selects (e.g., flight tickets, number of nights/rooms chosen), i.e., a customized, variable-pricing model rather than a fixed, tenure-wise price list.
- vii. On complaints of unmet promises, it was submitted that the opposite party can only deliver what is written in the agreement and cannot be held to representations outside it- that where a consumer insists on a specific branded hotel that is unavailable on the desired dates, the opposite party offers alternative dates, all subject to the “availability” clause in the agreement. On the specific representation of a stay in a five-star hotel anywhere in India for three years, it was confirmed that the opposite party commits to provide a 4-/5-star hotel stay but that this is expressly subject to the availability clause in the agreement and that a confirmed booking cannot be guaranteed for every date at every resort/property.
- viii. On the grievance of Mr. Shashikant (NCH Docket no. 3771854) wherein the consumer alleged that the brand confusion between “Grand Vivanta” and “Taj Vivanta”. Opposite party submitted that on first being shown the opposite party's own remark that its records show the customer had availed services. However, on subsequently being shown a further, contrary statement by the same customer denying any booking. On this, the opposite party's representatives stated that they had to check with their team/records and did not furnish a conclusive answer at the hearing.
- ix. On the rebranding, it was submitted that after the High Court's order, the opposite party had itself proactively e-mailed every customer then associated with it, informing them of the rebranding from “Grand Vivanta” to “Grand Amanta Hotels and Resorts” and it was maintained that there was no intention on the opposite party's part to mislead any consumer through the renaming; on the specific query whether refunds had been offered to “Grand Vivanta”- era members at the time of rebranding, no direct answer was given, reference being made generally to being in touch with customers regarding refund requests.
- x. It was submitted that the opposite party is in a position to furnish complete, year-wise refund data for the last three years, including data on NCH-referred complaints and amounts refunded, if so directed by the Authority and it was maintained that the opposite party's representatives personally interact with and explain all terms and

conditions to consumers, including at the time of signing the agreement and that consumers proceed to sign only once satisfied.

- xi. On current publicity/marketing documents, it was submitted that none presently exist, as the opposite party is not currently conducting fresh sales, its present base consisting only of members who were already with it as “Grand Amanta”, with no new sales drive underway. On the duration of sales under the “Grand Vivanta” name, it was submitted that such sales were conducted only up to around January 2022 and that no sales had been carried out under that name since.
- xii. The opposite party described its sales/lead-generation model as follows: business-development/promotional activity is carried out at outlets and events in different cities; interested consumers voluntarily fill in a coupon/form with their name and contact number; business-development executives thereafter call and invite them to a one-to-one presentation, generally held at a hotel venue in their city, at which the service, agreement and terms and conditions are explained; on being satisfied, the consumer signs the agreement, following which the free voucher is issued.

38. During the course of the said hearing, the CCPA put the following to the opposite party:-

- i. That the Terms & Conditions of the agreement and the responses submitted by the company against grievances registered by consumers imposed a condition on the consumer that before resolving the consumer's grievance or refunding their money, the consumer must first withdraw the complaint filed with the NCH or the case filed before the Consumer Commission as a pre-condition to grievance resolution. The CCPA pointed out to the opposite party that, had the complaint been resolved by it in the first instance, the consumer would not have approached the National Consumer Helpline or the Consumer Commission at all. It is only after denial of resolution of the consumer's grievance by the company that the aggrieved consumer approaches other forums.
- ii. CCPA rejected the opposite party's argument that they follow the abovementioned practice in order to prevent misinformation, defamation, adverse online complaints/negative reviews on social media and potential legal complications for the company's reputation and characterized this as a condition imposed on the consumer.
- iii. CCPA noted that this amounts to an unreasonable condition on the consumer, falling within the definition of unfair trade practice under the Consumer Protection Act,

2019. The opposite party taking advantage of the consumer's compulsion by both withholding the money and simultaneously imposing an unreasonable condition (of not pursuing or of withdrawing the complaint) as a pre-condition to refund.
- iv. CCPA proceeded to examine Excel sheet submitted by the opposite party and observed that out of 30 sample grievance numbered shared with the opposite party only 4 had actually been refunded and the remainder had received no refund.
 - v. In the case of grievance registered by Mrs. Ekta Tripathi & Mr. Jeet (NCH Docket No. 3714624). They paid Rs. 1,15,000/- to the opposite party for the package and membership. This complaint alleges that the opposite party's representatives falsely claimed association with the reputed "Vivanta" brand of the TATA/Taj group and induced the complainant into purchasing a membership at a hotel presentation by offering a "free" holiday stay following the complainant's recent purchase of a TATA vehicle. The promised benefits a ₹10,000 Amazon voucher, free PVR passes and access to "900-plus premium hotels" were never honoured and a booking request sent on 18th July went unanswered for over two weeks. Having lost trust and citing similar complaints against the opposite party already in the public domain, the complainant sought cancellation and refund of ₹1,10,000, but received no response from the sales team, the assigned Relationship Manager, or customer service despite repeated follow-ups.
 - vi. The CCPA asked for the reason recorded by the opposite party for refusing the refund noted above that the consumer had sought cancellation of the package and a refund of the membership amount to which no response was given by opposite party.
 - vii. The CCPA asked the opposite party on the actual number of hotels available to it, the nature of its arrangement with hotels and how a representation of "900-plus premium hotels" to consumers squares with the opposite party's stated model of live, third-party inventory and no fixed portfolio of its own.
 - viii. The CCPA asked the opposite party's total membership numbers against the number of members who have actually availed/utilised hotel stays, noting figures showing roughly 3,500-odd total registrations, 1,760 members shown as "active" but only 501 members who had actually utilised the facility and questioned what "active member" means if the service is not actually being extended to or availed by the vast majority.
 - ix. CCPA asked the annual maintenance fee and package/pricing structure applicable for different membership tenures and directed that a clear, tenure-wise cost break-up be furnished, noting the opposite party was unable to give one at the hearing; it was

- noted that the opposite party had not shared the membership plan/pricing model despite having been specifically asked for it in the earlier hearings.
- x. CCPA enquired into the earlier High Court case concerning the “Grand Vivanta” brand name and the subsequent change of name to “Grand Amanta” and into the status of publicity/marketing material issued under the erstwhile name.
 - xi. CCPA read out the grievance of complainant Shashikant (NCH Docket no. 3771854), alleging that the opposite party had used the name “Grand Vivanta” closely resembling “Taj Vivanta” to call and lure consumers with representations that were later disowned as “not in the terms and conditions” after which money was taken and refund refused and asked what the opposite party proposes to do for consumers who paid membership fees under the erstwhile “Grand Vivanta” name, given the opposite party's own, subsequent change of name.
 - xii. The CCPA observed that despite repeated opportunities over multiple hearings, the opposite party's response is the same each time invoking terms and conditions or an unreasonable condition that the consumer first withdraw all complaints. This amounts to an unfair trade practice and violation of consumer rights and that the opposite party is not returning consumers' money despite being given repeated opportunity to do so.
 - xiii. The CCPA asked, in relation to the change of name from “Grand Vivanta” to “Grand Amanta”: for how long sales were conducted under the “Grand Vivanta” name; whether/how refunds were offered to consumers enrolled under that name at the time of the rebranding and the current sales/lead-generation model including how prospective customers are identified, invited and converted and how coupons/leads collected at events reach the company, directing that these details be furnished by e-mail.
 - xiv. The opposite party was directed to furnish plain, year-wise statistics for the last 3-4 years:
 - a) The number of membership-cancellation/refund requests received, the amount payable and the amount actually refunded;
 - b) The complaints received through NCH separately, with the amount refunded and the amount still outstanding against them.
 - c) The opposite party was further directed to furnish all publicity/marketing documents, noting these had not been provided despite having been sought earlier.

39. Pursuant to the directions issued during the hearing dated 23.07.2026, the CCPA vide e-mail dated 23.07.2026 communicated the following directions in writing to the opposite party:

- i. Total membership data, year-wise, since 2022.
- ii. The Company was directed to furnish the total number of members enrolled/registered year-wise for 2022, 2023, 2024, 2025 and 2026 (till date), such figure to include every consumer who has ever paid for a membership package, irrespective of whether the membership is presently active/subsisting, cancelled, lapsed, serviced or unserved; it was noted that the Company's earlier submission vide e-mail dated 13.07.2026, furnishing only the count of "active and subsisting memberships" (1,760) and partial registration data for the period April 2022 to January 2023, did not satisfy the direction and was required to be supplemented.
- iii. Refund status in respect of the 234 NCH grievances: the Company was directed to furnish, in respect of the 234 grievances registered on the National Consumer Helpline (NCH) for the period January 2022 to December 2025, the number of grievances in which refund had and had not been made, the total amount of refund sought/claimed by consumers across all 234 grievances and the total amount actually refunded by the Company against the said grievances.
- iv. Refund requests received outside the NCH platform: the Company was directed to furnish, year-wise (2022 to 2026 till date), in respect of consumers who had approached it directly (outside NCH) seeking cancellation/refund, the total number of such consumers, the total amount of refund sought by them and the number of such consumers actually refunded along with the amount refunded.
- v. That the Company was directed to submit the aforesaid information within 10 days from the date of the said communication, duly supported by relevant documents/records.

40. In response to the aforesaid directions, the opposite party vide e-mail dated 05.08.2026 submitted the following:

- i. On year-wise total customer data since 2022, it was submitted that the company had permanently ceased all new registrations/enrolments after January 2023 and that no new customers had been enrolled in 2024, 2025 or 2026 (till date); the cumulative count of every customer ever registered (active, lapsed, cancelled, partially paid or

served) was stated to be 3,535, broken up as 3,453 registrations in 2022, 82 registrations in January 2023 and nil thereafter.

- ii. On the refund status of the 234 NCH grievances, the opposite party submitted a reconciliation contending that 74 of the 234 entries were duplicate/repetitive complaints, leaving 160 unique complaints, of which 9 were claimed to be invalid/non-customer entries, leaving 151 unique customers said to have submitted actionable refund requests; of these, 49 customers were stated to have been refunded an aggregate sum of ₹50,68,662/-, while of the remaining 102, 54 were stated to be non-refundable on the ground that services had already been availed, leaving 48 customers shown as non-refunded, categorised as under:

Status Category	Sub-Classification/Resolution Reason	Customer Count	Deduction %	Total Amount (₹) to be refunded
Non-Refunded Customers	Direct Cancellation Request (Post-Purchase)	30	32	22,20,569
Non-Refunded Customers	Service Satisfaction Deficiency Dispute	7	75	2,09,750
Non-Refunded Customers	Options Provided for Booking (Customer Unresponsive)	11	75	2,71,250
SUB-TOTAL (NON-REFUNDED)		48		27,01,569

- iii. On refund requests received outside the NCH platform, the opposite party submitted that it was not feasible to furnish an exact historical figure for informal queries or cancellation claims received directly, contending that a substantial portion of such direct inquiries were routine post-sale queries and that a significant majority of such customers had opted to retain their packages; a financial-year-wise summary of actual refund transactions was furnished as under:

Financial Year	No. of Refund Transactions	Refunded Amount (₹)
FY 2022-23	547	3,48,67,491
FY 2023-24	138	33,48,454
FY 2024-25	61	7,37,959
FY 2025-26	32	7,17,499
Total	778	3,96,71,403

- iv. Of the aggregate 778 transactions ₹3,96,71,403/- shown above, ₹3,46,02,741/- was stated to represent direct refunds processed for non-NCH customers, while

₹50,68,662/- was stated to represent refunds disbursed against the NCH matters referred to in sub-paragraph (ii) above.

- v. The opposite party submitted that physical records, printables and hardware assets had earlier been seized pursuant to orders of the Hon'ble High Court and that its domain and official e-mail IDs had thereafter been migrated to a new domain, resulting in non-availability of certain archived e-mail trails; it was submitted that the information furnished represented the most accurate records diligently compiled from surviving internal communications, financial statements and employee ledger sheets and was placed on record in good faith to assist the Authority in fair adjudication.

41. The CCPA has considered the opposite party's written submissions and oral submissions during hearings that the clause requiring withdrawal of a complaint before refund is a "mutual understanding" and not a "condition". The opposite party's own reply-text, extracted at paras above, reserves to itself the right to "cancel and withdraw the complaint through mutual agreement" and in over 68% of all grievances on record ties release of the refund to prior closure of the complaint. A term that a consumer must accept before receiving money already due, offered on a take-it-or-leave-it basis in a standard-form reply issued to hundreds of unrelated consumers, is not rendered a "mutual understanding" merely because the opposite party's own drafting describes it as one. The Hon'ble Supreme Court, in *LIC of India v. Consumer Education & Research Centre*, (1995) 5 SCC 482, has held that in "dotted line" contracts where a weaker party has no occasion to bargain, the party has "either to accept the unreasonable or unfair terms or forego the service forever" and that such terms remain open to being declared unreasonable notwithstanding the consumer's formal "acceptance". The same reasoning applies with greater force here, since the term surfaces only after the money has already been paid and a dispute has already arisen, at a point when the consumer has even less room to negotiate than at the time of signing.

42. On grievance registered by Mrs. Ekta Tripathi & Mr. Jeet (NCH Docket No. 3714624). It is important to note that the opposite party has taken contradictory positions before this Authority on the very same grievance. In its reply dated 31.03.2026, the opposite party stated that the refund had already been made to Mrs. Ekta Tripathi and Mr. Jeet Bhattachariya. However, when the CCPA specifically called for documents supporting this claim, the opposite party's own reply dated 13.07.2026 shows the refund status for this very consumer as "No" that is, no refund had in fact been made. The CCPA takes this discrepancy

seriously. Further, the e-mail trail furnished by the opposite party itself in respect of this grievance shows the consumer repeatedly asking by e-mail for the refund to be processed. The opposite party cannot be permitted to tell this Authority in one reply that a consumer has been refunded and then when called upon to produce proof, effectively admit in a later reply that no refund was ever made. This is a contradiction and fabrication of evidences on the opposite party's own record and is a further reason the CCPA cannot accept the opposite party's submissions before it without verification.

43. With respect to the above grievance, the opposite party's position was that it remains willing to provide service but not to refund the membership amount. This violates the consumer's right. A consumer who has paid for a service is not obliged to accept continued performance of that service in lieu of a refund merely because the service provider prefers to retain the money. The consumer's cause of action is not extinguished by the trader's unilateral offer of an alternative remedy. This is precisely the position taken by the Hon'ble Delhi State Consumer Disputes Redressal Commission in *FIITJEE Ltd. v. Manas Mehra*, F.A. No. 129/2023, decided 17.11.2025, where a no-refund/no-exit clause was held unconscionable and the consumer's right to withdraw and seek a proportionate refund was upheld notwithstanding the coaching institute's continued willingness to provide instruction.

44. On the grievance of Ms. Sakshi (NCH docket no. 3452937) wherein she purchased membership of opposite party costing ₹85,000/- put to the opposite party at the hearing dated 23.07.2026. Company's submission that "enrolment and payment were voluntary" and that "service was never denied" does not answer the specific case put to it namely that the consumer received no response from the helpline, the support e-mail, or the named sales staff for over a month and was told that cancellation was contingent on an initial "trial" stay that was itself never arranged. The opposite party was unable, even when directly confronted with this complaint, to produce the actual e-mail correspondence said to evidence a response having been given. An unsubstantiated general denial, unaccompanied by the specific correspondence called for, cannot displace a specific, documented consumer grievance.

45. The opposite party's stated business model no fixed portfolio of its own, live third-party inventory accessed through channel/vendor partners such as TBO and Rezlive is irreconcilable with its representation to prospective consumers of "900-plus premium hotels" as though this were a fixed, owned or contracted inventory available at will. A representation

of scale and certainty made to induce a purchase, which the opposite party's own subsequent evidence shows to be contingent, fluctuating and outside its control, falls squarely within the definition of “misleading advertisement” under Section 2(28) of the Act, the advertisement being likely to mislead consumers as to the nature and substance of the service on offer.

46. The opposite party's own figures i.e. 3,535 total registrations, 1,760 members shown as “active”, but only 501 members who have ever actually utilized a room-night (paras above) show that fewer than 15% of all persons who ever paid the opposite party have received the service for which they paid. The opposite party was unable to explain, either at the hearing dated 23.07.2026 or otherwise, what an “active” membership means if the service is not, in fact, being extended to or availed by the overwhelming majority of those so described. This figure independently corroborates, from the opposite party's own data, the finding already recorded at the preliminary-inquiry stage that the opposite party systemically fails to honour bookings as promised.

47. Despite having been specifically called upon, across the hearings dated 04.06.2026 and 23.07.2026, to furnish a clear, tenure-wise cost break-up, the opposite party has, at each stage, offered only the general assertion that pricing is “variable” and “customised”. The consistent inability to furnish basic pricing particulars for a product sold to thousands of consumers, over successive hearings, is itself indicative of an absence of transparent, standardized pricing disclosure to consumers at the point of sale.

48. It is significant that for the entirety of the period during which the opposite party traded and enrolled consumers under the name “Grand Vivanta” it did so under a name that the Hon'ble High Court of Delhi, in “The Indian Hotels Company Limited v. Grand Vivanta Vacations Private Limited”, CS (COMM) 560/2022, found to be deceptively similar to the well-known trademark “VIVANTA” and in respect of which it granted a permanent injunction restraining the opposite party from its use. The grievance of Mr. Shashikant, read out at the hearing dated 12.03.2026, illustrates the consequence of this conduct: the consumer records having been called and induced on the strength of an association whether express or implied with the reputed “Vivanta”/Taj Vivanta hospitality brand, an association the opposite party had no lawful entitlement to invoke. Every consumer enrolled under the “Grand Vivanta” name during this period was accordingly induced to part with money on the strength of a brand identity that has since been judicially found to be an infringement of a well-known

mark, superadded to the other misleading representations (free gift vouchers, “900-plus premium hotels,” and the like) already found established in this Order.

49. It is a settled principle of equity, recognized by the Hon'ble Supreme Court, that “*nullus commodum capere potest de injuria sua propria*” i.e. no person can take advantage of, or derive a benefit from, their own wrong. In *Ashok Kapil v. Sana Ullah*, the Hon'ble Supreme Court held this maxim to be “one of the salient tenets of equity” and that a party “cannot secure the assistance of a court of law... while enjoying the fruit of its own wrong.” It is significant that the opposite party has itself submitted before the CCPA during the hearings that it permanently ceased all new registrations/enrolments after January 2023 and that no new customers were enrolled thereafter. It follows, on the opposite party's own admission, that the entirety of its customer base 3,453 consumers enrolled in 2022 and a further 82 enrolled in January 2023 was enrolled during the very period in which the opposite party was trading and enrolling consumers under the name “Grand Vivanta” a name which the Hon'ble High Court of Delhi, in *The Indian Hotels Company Limited v. Grand Vivanta Vacations Private Limited*, CS(COMM) 560/2022, found to be deceptively similar to the well-known trademark “VIVANTA” and in respect of which it restrained the opposite party from further use.

50. Applying the aforesaid principle of equity to the facts of the present case, the opposite party cannot be permitted to retain, or to justify retention of, money collected from consumers who were induced to enroll during this period on the strength of a brand name subsequently and independently found by a Hon'ble Delhi High Court to be deceptively similar to a well-known trademark. The wrong here is not attributable to the consumer, who had no means of knowing that the “Grand Vivanta” identity was itself the product of an infringement; it lies entirely with the opposite party, which cannot now invoke the terms of its own cancellation/deduction policy, framed unilaterally by it, to withhold any part of the money so collected. Accordingly, every consumer who enrolled under the name “Grand Vivanta” and who seeks a refund is entitled to a refund of the amount paid.

51. It is further relevant that the gift voucher annexed to the original complaint received on 17.04.2023 bears the brand name “GRAND VIVANTA” and is dated 06.12.2022 i.e. over five weeks after the injunction against that name took effect on 01.11.2022 directly contradicting the opposite party's submission that all such material had been destroyed

pursuant to the Court's order. Whether this amounts to contempt of the Hon'ble High Court's order is a matter for that Court alone. What is relevant here is that the opposite party has made a submission on record before this Authority that is contradicted by documentary material already on file, a further instance of misleading conduct warranting caution in accepting the opposite party's submissions without independent verification. It is further relevant that, on the opposite party's own admission, it permanently ceased all new registrations/enrolments after January 2023. It follows that every consumer ever enrolled by the opposite party was enrolled under the name "Grand Vivanta," even after the Court's order restraining its use and the opposite party ceased enrolling new consumers altogether only thereafter.

52. The opposite party has confirmed that the gift-voucher scheme, the very instrument alleged in the original complaint received on 17.04.2023 to have been used to lure consumers into high-pressure package sales, was discontinued, but has, notwithstanding specific direction, failed to state when it was discontinued, for how long it ran, or how many vouchers/rooms were issued in the year preceding discontinuation. This continued non-disclosure, concerning the very device that gave rise to the original complaint in this matter, is itself an adverse circumstance against the opposite party.

53. The opposite party's own records, furnished vide e-mail dated 05.08.2026, of the 234 NCH grievances shows that of 151 unique customers found by the opposite party itself to have raised actionable refund requests, only 49 (approximately 32%) were refunded, an aggregate of ₹50,68,662/-, while 48 customers remain unrefunded, with deductions of the order of 32% to as high as 75% applied. No basis has been furnished by the opposite party for a deduction of 75% in the categories styled "Service Satisfaction/Deficiency Dispute" and "Options Provided for Booking (Customer Unresponsive)" categories which, on their face, do not establish that anything approaching three-fourths of the value of the package was consumed by, or attributable to, the consumer. A deduction must bear a reasonable and demonstrable relationship to the service actually rendered or the cost actually and legitimately incurred by the trader. An unexplained and steeply punitive deduction of this order does not meet that standard.

54. It may also be noted that the All India Resort Development Association (AIRDA) a self-regulatory body for the timeshare/vacation-ownership industry recommends, under its own Code of Ethics, a minimum 10-day cooling-off period within which a full refund, without any administrative deduction, is to be given to a consumer who cancels. While this is a voluntary industry code and not binding law, it reflects the standard the sector itself treats as reasonable and stands in contrast to the opposite party's practice of denying refund altogether or applying deductions of up to 75%, as discussed above.

55. The proposition that a service provider cannot retain, in whole or in disproportionate part, money paid in advance where the corresponding service has not been rendered, whether because the consumer chooses to discontinue the service or because the service provider itself fails to provide it, is settled by a consistent line of authority. In *Islamic Academy of Education v. State of Karnataka*, (2003) 6 SCC 697, the Hon'ble Supreme Court held that a service provider collecting fees in advance for an entire course/tenure may utilise only the portion of the fee attributable to the period already rendered, the balance being held and returned as and when it falls due, rather than retained and forfeited.

56. In *FIITJEE Ltd. v. Minathi Rath*, 2012 (1) CPJ 194 (NC), the Hon'ble National Commission held that a coaching institute could not charge and retain, the full advance fee for the entire course where the student discontinued midway and directed refund of fees for the unutilised period with interest.

57. In *FIITJEE Ltd. v. Manas Mehra*, F.A. No. 129/2023 (Delhi SCDRC, decided 17.11.2025), a “no refund under any circumstances” clause and the absence of any exit clause, were held to render the agreement “unconscionable” and “one sided”, the Commission holding, relying on *LIC of India v. Consumer Education & Research Centre* (supra), that such terms cannot be enforced against a consumer merely because formally “accepted” at the time of signing a dotted-line contract and directing refund after only a proportionate deduction for the classes actually attended. In *Gurjas Singh Chhabra v. Extra Marks Education Pvt. Ltd.*, CC/121/2022 (Delhi District Commission, decided 05.12.2024), the Commission held that retaining fees for an online learning programme, where the consumer had discontinued within days of activation and the provider merely kept assuring refund without effecting it, amounted to deficiency of service, that charging lump-sum fees

for services yet to be rendered “unjustly enriched” the provider and amounted to unfair trade practice and directed refund with interest, compensation and litigation costs.

58. In *Rajinder Kumar Gupta v. Make My Trip Pvt. Ltd. & Anr.*, CC/340/2023 (Chandigarh District Commission-I, decided 28.03.2024), a hotel's retention of a booking amount, despite a cancellation necessitated by a family bereavement and despite the booking platform itself having sought a refund on the consumer's behalf, was held to amount to deficiency in service and unfair trade practice. In *Irshad Rashid Dand v. Physics Wallah Private Limited & Anr.*, Consumer Complaint No. 46/2025 (District Commission, Baramulla/Bandipora, decided 13.03.2026), the Commission, relying on the principle that “retention of fees without rendering services is impermissible and amounts to unfair trade practice”, directed refund of the entire fee paid where the consumer's ward was never given access to the paid course, together with compensation and litigation costs.

59. The common thread running through these authorities, squarely applicable to the facts before the CCPA, is that a consumer whose service has not been rendered at all is entitled to a full refund and a consumer whose service has been rendered only in part is entitled to a refund of the balance after deduction of only such amount as is reasonably and demonstrably referable to the service actually consumed, never a refusal to refund merely because the trader remains “willing” to perform a service the consumer no longer wants and never a condition requiring the consumer to surrender an independent right, such as the right to maintain a complaint before a statutory forum, as the price of receiving money already due.

60. Applying the foregoing to the facts on record: of the 219 unique NCH grievances, the opposite party's own records shows that no service whatsoever was availed by the consumer in the overwhelming majority and opposite party additionally continuing to link refund, across the generality of its grievances, to withdrawal of the underlying complaint. None of this is defensible on the law as stated above.

61. CCPA examined the NCH grievances against the company from January 2022 to December 2025 and found out the following:-

- i. Of the 234 total entries furnished by NCH (118 for 2022, 116 for 2023-2025), 15 grievance numbers are found to be duplicates appearing in both datasets, leaving 219 unique grievance numbers, as already noted at paras above.

- ii. A further closer examination of the grievance narratives themselves discloses that 16 additional entries though bearing distinct grievance numbers are word-for-word repeat filings of the same complaint by the same consumer illustratively, the consumer “Sunil Dutt” filed the identical narrative under 7 separate grievance numbers and the consumer “Ramees” under 5 separate grievance numbers apart from further repeat pairs filed by five other consumers.
- iii. Removing these exact repeats leaves approximately 203 distinct grievance narratives. Of the 219 unique grievance numbers, 157 expressly seek refund, return of money, reimbursement, or cancellation with refund, of which 68 state some monetary figure in the grievance text and 90 do not.

62. It is also relevant to note that the present proceedings were initiated in May 2023 and the NCH grievance data furnished to the opposite party from time to time including the consolidated data shared vide the communications dated 25.02.2026 and 17.03.2026 referred to above contains against each grievance- the complainant's mobile number and e-mail address as recorded on the NCH portal. Notwithstanding the availability of such contact particulars for over three years and despite the opposite party having been afforded repeated opportunities across successive hearings and communications, to examine and resolve these grievances, no material has been placed on record by the opposite party to show that it has at any point during this period made any effort to directly contact the consumers named in the NCH data using the contact particulars so furnished whether to verify their claims, to offer a resolution or otherwise to engage with them.

63. The opposite party's repeated assurances that grievances were “being examined” and that resolution was “under process” accordingly ring hollow when set against this complete absence of any demonstrated outreach to the very consumers whose contact details were placed before it. The cumulative history recorded in this Order spanning from the Show Cause Notice dated 11.05.2023 to the present demonstrates that the CCPA has over a period exceeding three years and across numerous hearings and written communications afforded the opposite party sustained and repeated opportunity to resolve these grievances that the opposite party has, at no stage during this period, shown any effort to do so and that the pattern of conduct recorded above is accordingly not attributable to inadvertence but reflects a considered and continuing unwillingness on the part of the opposite party to redress the grievances of the consumers named in the NCH data.

64. CCPA considered the entirety of the record- the original complaint dated 17.04.2023, the NCH data for 2022 and 2023-2025, the Investigation Report dated 23.12.2025 and the opposite party's oral and written submissions.

65. Section 2(28) of the Act defines “misleading advertisement”, in relation to any product or service, to mean an advertisement which (i) falsely describes such product or service; (ii) gives a false guarantee to, or is likely to mislead the consumers as to the nature, substance, quantity or quality of such product or service; (iii) conveys an express or implied representation which, if made by the manufacturer, seller, or service provider thereof, would constitute an unfair trade practice; or (iv) deliberately conceals important information. On an application of each of these limbs to the facts established in this Order, the CCPA finds that the opposite party's advertising and promotional practices attract the definition in the following manner.

66. It is significant that the opposite party, in its reply dated 07.11.2025 addressed to the Investigation Wing of the CCPA, at the very outset of its “Preliminary, without-prejudice submissions,” described itself in the following terms:

“Grand Amanta is a New Delhi-headquartered luxury resort and hotel management company currently operating resorts in Jim Corbett and Goa, with announced expansion plans. We curate hotels, resorts and villas to defined standards and our Experience Officers personalise holidays based on customer preferences. We offer 900+ destinations and 5,000+ handcrafted packages globally.”

67. However, during the hearings, the opposite party denied any such claim of 900+ hotels/locations made to the consumers. The opposite party cannot be permitted to represent to the Investigation Wing of this very Authority that it offers “900+ destinations and 5,000+ handcrafted packages globally,” while simultaneously contending before the CCPA during hearings that no such representation was made and that its business model precludes any claim of that character. The two positions are irreconcilable and it is the opposite party's own official written communication to its regulator not any inference drawn against it that establishes the representation was in fact made. This constitutes a further, self-inflicted contradiction on the very point already found to amount to misleading advertisement under Section 2(28) of the Act, independently corroborates that finding and is a further instance

warranting the caution with which the opposite party's submissions before this Authority must be viewed.

68. It may be noted that the representation of “free” gift vouchers purportedly tied to tie-ups with automobile companies (Renault, Tata, Toyota) falsely described the nature of the offer as an unconditional, no-cost benefit, when, on the opposite party's own submission (paras above), such vouchers could only be claimed by a person already holding “CLIENTShip” of the opposite party that is, only after purchase of a paid membership package. Similarly, the representation of “900-plus premium hotels” (paras above) falsely describes the scale and character of the service on offer, the opposite party's own business model being one of live, fluctuating, third-party inventory over which it exercises no fixed ownership or control.

69. The promise of complimentary PVR movie tickets and of accommodation at “4-/5-star” properties, “likely to mislead the consumers as to the nature, substance... or quality” of the service, given the Investigation Report's finding above that sales agents were permitted to exaggerate details to meet targets and given that the overwhelming majority of the opposite party's own paying members fewer than 15% on its own figures (paras above) - never received the accommodation for which they paid. Accordingly, the opposite party's advertising and promotional practices constitute “misleading advertisement” within the meaning of Section 2(28) of the Act.

70. Section 2(47) of the Act defines “unfair trade practice” to mean a trade practice which, for the purpose of promoting the sale, use or supply of any goods or for the provision of any service, adopts any unfair method or unfair or deceptive practice, including sub-clause (i)(b), making a statement which “falsely represents that the services are of a particular standard, quality or grade” and under sub-clause (viii), “refusing, after selling goods or rendering services, to take back or withdraw defective goods or to withdraw or discontinue deficient services and to refund the consideration thereof, if paid, within the period stipulated in the bill or cash memo or receipt or, in the absence of such stipulation, within a period of thirty days.” Applying these provisions to the facts on record, the representation of “4-/5-star” hotel stays and “900-plus premium hotels”, found at para above to be irreconcilable with the opposite party's actual, live-inventory business model, falls within sub-clause (i) (b), being a false representation that the services are of a “particular standard, quality or grade.”

71. The CCPA further finds that the opposite party has engaged in unfair trade practice within the meaning of Section 2(47) of the Act by failing to provide bookings/services as promised to the majority of its members, by retaining consumers' money, in whole or in disproportionate part without rendering the corresponding service and by conditioning refund of money admittedly due upon withdrawal of the consumer's complaint before a statutory forum.

72. The cumulative effect of the foregoing has resulted in violation of consumers' rights within the meaning of Section 2(9) of the Act. Consumers were denied the right to be informed of the true nature of the service. Their right to seek redressal against unfair trade practice was directly impaired by conditioning refund of money already due upon withdrawal of the very complaint through which such redressal is sought. And their underlying right to receive the service paid for stands violated, given that fewer than 15% of the opposite party's own paying members have ever availed a single room-night despite continued retention of their money.

73. The CCPA further finds that the aforesaid conduct also bears the characteristics of an "unfair contract" within the meaning of Section 2(46) of the Act which defines an unfair contract to mean a contract having terms which cause significant change in the rights of the consumer including sub-clause (vi) imposing on the consumer "any unreasonable charge, obligation or condition which puts such consumer to disadvantage." The clause requiring a consumer to withdraw or close a complaint, review, or grievance filed before a statutory forum as a precondition to release of a refund already due is a standing term applied uniformly across the opposite party's dealings with consumers and imposes upon the consumer an obligation wholly unnecessary to the service contracted for one which surfaces only after a dispute has already arisen and the consumer is at a disadvantage having already parted with the consideration, such a term puts the consumer to the disadvantage of having to choose between forgoing the complaint to obtain money already owed or forgoing the refund to preserve the complaint and is accordingly an unreasonable condition within the meaning of Section 2(46)(vi). The deductions of the order of 75% applied by the opposite party to certain categories of non-refunded consumers, being unexplained and disproportionate to any demonstrated loss or cost incurred by the opposite party further bear the characteristics of a penalty "wholly disproportionate to the loss occurred due to such breach" within the meaning

of Section 2(46)(ii). The said terms, accordingly, in addition to constituting unfair trade practice under Section 2(47) of the Act independently bear the characteristics of an unfair contract under Section 2(46) of the Act.

74. The CCPA is empowered under Section 21 of the Act to issue directions to discontinue or modify a misleading advertisement and, where necessary, to impose a penalty which may extend to ten lakh rupees for the first contravention and fifty lakh rupees for every subsequent contravention. Section 21(7) of the Act requires the CCPA, in determining the quantum of penalty, to have regard to

- a) the population and area impacted by the contravention;
- b) the frequency and duration of the contravention; and
- c) the vulnerability of the class of persons likely to be affected.

75. The opposite party's own data discloses a customer base of 3,535 persons spread across the country; the conduct in question has continued, on the opposite party's own admission, without material change from 2022 through the date of this Order, including a complete and sustained failure, over a period exceeding three years, to engage with the very consumers whose contact particulars were available to it; and the class affected consists of consumers who parted with substantial sums, of the order of ₹80,000/- to over ₹2,00,000/- per family, on the strength of representations of holiday and hospitality benefits. Having regard to the foregoing and this being the first contravention by the opposite party under the Act, the CCPA considers it appropriate to impose the maximum penalty prescribed for a first contravention under Section 21(1) of the Act.

76. The opposite party has throughout these proceedings secured repeated adjournments and extensions on the strength of its own representations. A demonstrated false statement with respect to resolution of grievances registered on NCH and this pattern is itself a relevant aggravating factor in determining the penalty under Section 21 of the Act.

77. In view of the above, under Sections 20 and 21 read with Section 10 of the Consumer Protection Act, 2019, the CCPA hereby issues the following directions:

- i. Under Section 21 of the Act, the CCPA may for the first contravention impose a penalty which may extend to ten lakh rupees. Having regard to the violations detailed in the foregoing paragraphs, the CCPA considers it appropriate to impose the

maximum penalty prescribed for a first contravention. The opposite party is accordingly directed to pay a penalty of ₹10,00,000/- (Rupees Ten Lakh only).

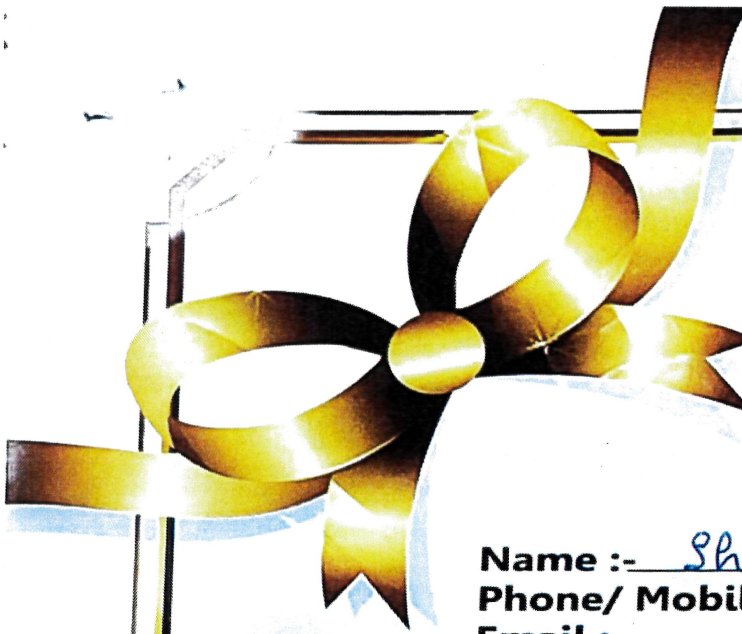
- ii. The opposite party shall with immediate effect discontinue the practice of conditioning any refund, cancellation, or resolution of a consumer's grievance upon withdrawal or closure of a complaint, review, or case filed by the consumer before the National Consumer Helpline, any Consumer Commission, or any other forum and shall not include any such condition, howsoever worded, in any future communication to consumers.
- iii. Where a consumer has availed part of the service contracted for, the opposite party shall refund the balance amount after deducting only such sum as is reasonable.
- iv. The opposite party shall resolve all NCH grievances shared with it by the CCPA, as referred to in the foregoing paragraphs and shall furnish documentary proof of such resolution to the CCPA.
- v. The opposite party shall submit a compliance report, in respect of the directions above, within 15 days of receipt of this Order.



Nidhi Khare
Chief Commissioner



Anupam Mishra
Commissioner



Gift Voucher



This Gift Voucher entitle you for 2 Nights/3Days accommodation
only for 2 adults & 2 children (below 5 Years)
at Holiday destinations details and offered in this Voucher.

How To make your Holiday reservation ?

VOUCHER SERIES- GVVV/GV/101199

Name :- Shashank V.

Phone/ Mobile :- _____

Email :- _____

Choice of Dates :- 1. _____ 2. _____ 3. _____

Issued By:- GRAND VIVANTA Date of Issue:- 06/12/2022

S.No.	Destination	S.No.	Destination
1.	Bangkok X	6.	Jodhpur
2.	Munnar X	7.	Goa X
3.	Manali	8.	Ooty X
4.	Corbett	9.	Coorg X
5.	Jaisalmer	10.	Pondicherry X

1. Voucher is for accommodation only for 2 Nights/3Days for 2 adults & 2 Children (below 5 years) only and valid for 6 Months from the date of issue.
2. This Gift Voucher is Valid for one time use and at one location only. Resort Listed in this Voucher may change without any prior information.
3. One Month Advance notice is required to avail this Voucher. Fill in 3 choices of your Vacation dates and mail this voucher to giftvoucher@grandvivanta.com
4. Once the holiday has been confirmed, the booking cannot be cancelled or modify.
5. Utility charges (as applicable) will be paid by the Voucher Bearer at the time of reservation only.
6. This Voucher cannot be used during the Christmas, New Year, black-out dates and any peak season.
7. This Voucher Cannot be clubbed with any other offer and voucher bearer can redeem only Voucher at a time.