

STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
UTTAR PRADESH, LUCKNOW
COMPLAINT NO. 52 OF 2014

01. Sudeept Nayan,
S/o Sri Rajeva Nayan
R/o A-003, Rishabh Platinum
Ahinsa Khand-2, Indirapuram
District Ghaziabad, U.P.

02. Rajeeva Nayan
S/o Late Dr. R Prasad
R/o A-003, Rishabh Platinum
Ahinsa Khand-2, Indirapuram
District Ghaziabad, U.P.

...Complainants

Vs.

International Maritime Institute (IMI)
Through Director/Principal
13, Knowledge Park
Surajpur - Kasna Road
Greater Noida
District Gautam Budh Nagar, U.P.

...Opposite Party

BEFORE:

HON'BLE MR. JUSTICE AKHTAR HUSAIN KHAN, PRESIDENT
HON'BLE MR. MAHESH CHAND, MEMBER

For the Complainant : Sri R. K. Gupta, Advocate and
Smt. Poonam Prasad, Advocate.

For the Opposite Party : None appeared.

Dated : 29-08-2016

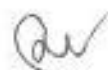
JUDGMENT

PER MR. JUSTICE A. H. KHAN, PRESIDENT

Present complaint has been filed by complainants Sudeept Nayan and Rajeeva Nayan against opposite party International Maritime Institute (IMI) under Section-17 of the Consumer Protection Act 1986 with prayer to award compensation of Rs.29,75,000/- alongwith Rs.1,50,000/- as litigation cost with interest @ 18% from the date of filing of the complaint till date of actual payment.

In complaint it has been stated that opposite party International







Maritime Institute (IMI) was running courses of B.Sc. (Hons.) Nautical Studies and B.Sc. (Hons.) Marine & Composite Technology with prospectus having declaration that it has joined hands with Business and Technology Education Council, U.K. and University of Plymouth with its partner BTEC (The Business and Technical Council), U.K. Prospectus is annexure-1 of complaint. Relying on prospectus of opposite party, complainant no.1 applied in April, 2004 for admission in B.Sc. (Hons.) Nautical Science. After written examination and interview, he got admission in B.Sc. (Hons.) in Nautical Science for Academic Session 2004-2006. After payment of tuition fee in instalments, course was started on 19-07-2004. Thereafter five months before completion of 20 months course in India, opposite party informed complainant and other students that they had to go to Plymouth U.K. for registration with Maritime Training Plymouth for National Vocational Qualification, Level 2 and Level 3. If they failed to go to U.K. for registration with Maritime Training Plymouth, their sea time as Deck Cadet would not be counted by Maritime and Coast Guard Agency for the purpose of examination leading to Certificate of Competency, Officer of the Watch (OOW). Thereafter complainant passed examination on 31-03-2006 and opposite party issued certificate of Higher National Diploma, Level-5, BTEC annexure-6 of the complaint. Later on, on 01-06-2006 complainant received instruction letter dated 01-06-2006 from Maritime Training Plymouth, U.K. for pursuing National Vocational Qualification, Level 2 and 3 with fee structure annexure-7 of the complaint. In pursuance of instruction complainant went to U.K. on 27-09-2006 after having received visa on 21-09-2006. In August, 2008 complainant returned home after competing sea time of more than 12 months as Deck Cadet and made arrangements of visa and money etc. for going to Plymouth U.K. for oral examination with Maritime and Coast Guard Agency, U.K. Thereafter complainant received letter dated 01-10-2008 from Maritime Training Plymouth, U.K. confirming appearance for Portfolio Assessment NARAS course with demand of fee alongwith outstanding dues whereupon complainant No.1 paid 1586.25 USD. But when complainant no.1 and other students reached Plymouth U.K. for oral examination leading to Certificate of Competency COC, they were informed by Maritime Training Plymouth that Maritime and Coast Guard

Agency, U.K. did not recognize HND course of opposite party because the institute of opposite party has conducted entire course of 20 months in the institute whereas first ten months had to be gone in institute and remaining ten months had to be gone in any Maritime College in U.K. and clause of this condition had been categorically mentioned in the official website of Maritime and Coast Guard Agency, U.K. Thereafter the complainant returned home from U.K. on 29-11-2008.

In complaint it has been stated that as HND course of opposite party was not recognized by Maritime and Coast Guard Agency, U.K. the complainant and other students were bound to opt National Vocational Qualification (NVQ) route to compensate their HND course and at this stage all the students were sent back to India by Maritime and Coast Guard Agency, U.K. because of negligence in not pursuing HND course by opposite party in correct and proper method. As such complainant and all the students suffered loss of their precious time and money for which opposite party is responsible.

It has been further stated in complaint that complainant no.01 and other students contacted the Director/Principal of opposite party. The opposite party arranged a meeting with all the students and all the students narrated what happened with them in U.K. whereupon Director/Principal of opposite party told complainant and other students that he had no idea of the procedure to run HND course. Thereafter, complainant no.01 again went on sailing on 19-06-2009 for further three months and came back on 02-12-2009. After coming back, complainant no.01 and other students contacted Maritime Training Plymouth, U.K. and asked for further course of action but this time UKBA United Kingdom Border Agency put the demand of Student Visitor Visa and for Student Visitor Visa one of the requirements was that the college taking admission of various students should be registered as Trusted College in UKBA but unfortunately name of Maritime Training Plymouth was not registered in this list. The complainant and other students called Director of opposite party and made him acquainted with visa problem. Thereafter, Maritime Training Plymouth, U.K. advised the students to call a teacher from Maritime



Training Plymouth, U.K. to the institute of opposite party in India for completing all formalities so that NVQ Level 2 and 3 certificate could be issued to the students. The complainant and other students had no option except to call one teacher from Maritime Training Plymouth, U.K. and consequently Capt. Robert Foster from Maritime Training Plymouth, U.K. came to institute of opposite party at Greater Noida and completed necessary formalities but neither the institute opposite party took any responsibility; nor borne any expense for calling teacher from U.K. Complainant and other students borne all expenses of said teacher from U.K. but Visa problem of complainant and other students remained same because Maritime Training Plymouth, U.K. failed to get itself registered in the list of UKBA as registered institute. Thereafter, complainant no.01 and other students began to find out another college registered in UKBA list for taking admission in between June, 2010 to July, 2010 so that they could go to U.K. for their oral examination for COC. Ultimately Lowestoft Maritime College agreed to issue visa letter to them subject to passing signalling examination from their college for which student had to pay fee of 2660 U.K. Pound for taking admission in this college and for passing signalling examination which caused extra burden on the complainant and other students.

It has been stated in the complaint that complainant and other students went to U.K. and passed signalling examination from Lowestoft Maritime College and thereafter applied for COC examination with Maritime and Coast Guard Agency, U.K. and successfully passed the examination for Certificate of Competency after wasting lots of money and time. Again complainant and other students contacted many Maritime Colleges in U.K. for getting themselves registered for Chief Mate Examination but they all discredited the HND course of opposite party and all of them were asked to do HND course of eight months from U.K. for appearing in Chief Mate examination. Consequently complainant No.1 and students had to take shelter of Maritime Institute of other countries like Singapore and Australia for examination of Chief Mate.

In complaint it has been stated by the complainant that on account

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of negligence and deficiency in service on the part of opposite party, complainants no. 01 and 02 have suffered tremendous mental agony, loss of money and loss of precious time. If the Director/Principal of opposite party would have conducted the HND course in terms of requirements of Maritime and Coast Guard Agency, U.K., the complainant and other students would not have suffered so much.

In complaint it has been stated by the complainant that complainant no.1 sent legal notice to opposite party on 27-06-2013 but he did not give any reply. Hence complaint has been filed before State Commission.

Notice was sent to opposite party through registered post but same was not returned back unserved. Therefore, after expiry of more than 30 days service of notice was held sufficient on opposite party but none appeared for opposite party and no written statement was filed on behalf of opposite party. Therefore the complaint has been proceeded ex parte.

The complainants have filed joint affidavit dated 21-03-2014 in which they have supported the version of complaint alongwith annexures of complaint.

We have heard learned Counsel for complainants and gone through records of the case.

In the case of Buddhist Mission Dental College V/s Bhupesh Khurana I (2009) C.P.J. 25 (SC) Honourable Apex Court has held as under:-

"Imparting of education by an educational institution for consideration falls within ambit of service as defined in Consumer Protection Act. Fees are paid for services to be rendered by way of imparting education by the educational institutions. If there is no rendering of service, question of payment of fee would not arise. The complainants had hired the services of respondents for consideration so they are consumers as defined in Consumer Protection Act."

In the case of Puneet Saran V/s Vinod Kharchery A.I.R. 2008 NOC 676 N.C.C. institute run through franchise of IIMT Delhi Executive Director admitted students by falsely representing recognition of said institute by Global Information Technology U.S.A. and assured




placements. Institute was held liable to refund course fee and to pay compensation for false promises and assurance.

After having gone through complaint and its annexures as well as affidavit filed by complainants we are of the view that opposite party has not conducted HND course in terms of requirements of Maritime and Coastguard Agency U.K. and has committed deficiency in service of imparting education published in prospectus. As such he is liable to pay compensation to opposite party no.1 in view of above pronouncements.

From averments made in complaint it is apparent that the degree conferred by opposite party institute has not been recognized by U.K. but it may be recognized by institutes of Singapore and Australia. Considering this aspect of the case we do not find it just to refund tuition fee. We are of the view that the complaint should be allowed to award compensation to complainant No.1 to the extent of Rupees Twenty Four lacs only mentioned at serial No. 2 to 7 of paragraph 26 of complaint.

Complaint is allowed accordingly. Opposite party is ordered to pay Rs.24,00,000/- to complainant, as compensation for deficiency of service in imparting education published in prospectus. Said amount shall be paid within three months from today, failing which opposite party shall pay interest at the rate of six percent per annum on said amount from the date of judgment till date of actual payment.

Let copy of this order be made available to the parties within 15 days positively as per rules.

A. H. Khan
 (JUSTICE A H KHAN)
 PRESIDENT

De
 (MAHESH CHAND)
 MEMBER

29/8/2016