

Consumer Court: Coaching Institutes Must Refund Fee Taken in Advance if Student Discontinues Classes, Read Judgment

December 6,2018:

South Delhi District Consumer Forum on 15.11.2018 allowed Consumer Complaint No. 230/2011 titled Khushal Kolwar v. FIITJEE directing FIITJEE to pay Rs.50,000/- and a further amount of Rs.10,000/- on account of mental agony and harassment.

The Consumer Court directed FIITJEE to refund the advanced fee collected for their one-year programme, after deducting the pro-rata fee for the 17 days the Complainant attended the classes, at which point he found them deficient, unsatisfactory, and non-yielding.

The Forum overruled FIITJEE's arguments regarding the binding contract signed by the Complainant which said that the students undertake to forfeit the entire fee paid in advance in case they discontinued classes for any reason and declared such contracts/clauses to be unconscionable and one-sided.

Arguments were advanced for the Complainant by Advocate Vaibhav Pratap Singh and for the Opposite Party by Advocate Pushpit Bansal, as can be seen from order dated 14.11.2018 on the website, when the judgment was reserved.

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