



**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,  
THRISSUR**

Present : Sri. C.T. Sabu, President  
Smt. Sreeja. S., Member  
Sri. Ram Mohan R., Member

27<sup>th</sup> day of November 2025  
CC 162/24 filed on 26/02/2024

Complainant : Yadavu P.B., C/o. New India Assurance Company Ltd., Divisional Office, Club Road, Belagavi, Pin – 590 001, Now residing at Pooparambil House, Vellapaya Avanoor P.O., Pin – 680 596, Thrissur.  
(By Adv. Peter Davis M., Thrissur)

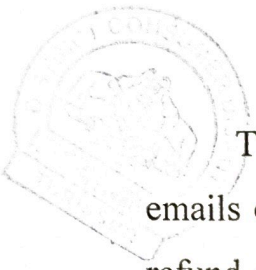
Opposite Party : Air Asia (India) limited rep by Managing Director, Ground Floor, Alpha 3 building, Kempegowda International Airport, Devenahalli Bangaluru, KA 560300.  
(Ex-parte)

**FINAL ORDER**

**By Sri. C.T. Sabu, President:**

The facts of the case in brief are as follows:

The complainant, a Legal Officer of the New India Assurance Company at Belgam, Karnataka, usually travels by air to his hometown, Thrissur, Kerala. On 10/06/2021, he booked an air ticket with the opposite party airline for travel from Bangalore to Cochin by paying an amount of Rs. 2,983/- (Rupees two thousand nine hundred and eighty three only). The booking was confirmed under Flight No. 151451, PNR D5606A, scheduled for 15/06/2021. However, on the said date, the complainant received a message from VM-ARASIA stating that the flight was cancelled due to operational reasons. The complainant contends that once a flight is cancelled, it is the duty of the airline to refund the ticket fare without delay.



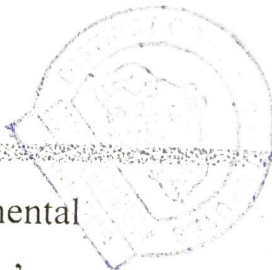

The complainant stated that he sent several WhatsApp messages and emails on 16/06/2021, 17/06/2021, 10/07/2021 and 17/07/2021, requesting the refund of the fare, but no response was received. Though the opposite party acknowledged one email under acknowledgment No. 00826036 assuring that the matter would be looked into, no refund or further communication was made thereafter. The complainant subsequently issued a legal notice through his lawyer on 19/09/2022, but the opposite party failed to reply or process the refund.

According to the complainant, the above conduct amounts to deficiency in service and negligence on the part of the opposite party, causing him financial loss and mental agony. He therefore prays that this Honourable Commission may direct the opposite party to refund Rs. 2,983/- (Rupees two thousand nine hundred and eighty three only) with interest at the rate of 12% per annum from the date of booking till realization, and to pay Rs. 25,000/- (Rupees twenty five thousand only) as compensation for mental agony and inconvenience caused.

2) On receiving the complaint, notice was issued to the opposite party, whereas the opposite party neither appeared before the Commission nor submitted any version. Hence, proceedings against the opposite party were set ex-parte, and the case was posted for the complainant's evidence.

3) Points for Determination,

- 1) Whether the cancellation of the complainant's flight by the opposite party and the subsequent failure to process the refund amounts to deficiency in service under the Consumer Protection Act?
- 2) Whether the complainant is entitled to refund of the ticket amount with interest?



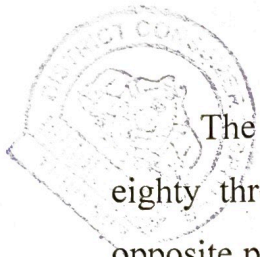
3) Whether the complainant is entitled to compensation for mental Agony and inconvenience caused due to the opposite party's conduct?

4) When the case came for evidence, the complainant filed the proof affidavit in which he affirmed and explained all the averments stated in the complaint in detail. The complainant produced documents marked as Exts. A1 to A5. Ext. A1 is the Lawyer Notice sent to the opposite party dated 19/09/2022. Ext. A2 is the Postal Receipt. Ext. A3 is the E-Ticket booked by the petitioner dated 10/06/2021. Ext. A4 is the whatsapp message receiving from the opposite party showing the copy of ticket cancel dated 16/06/2021. Ext. A5 is the Gmail sent by the complainant to the opposite party asking for refund.

5) Ext. A3 document shows that complainant opted for travel through opposite party as averred in complaint. The evidence on record A4 clearly shows that the opposite party cancelled the flight for its own operational reasons. It is settled law that when a flight is cancelled by the airline, the passenger is entitled to an immediate refund of the entire ticket cost unless he voluntarily opts for an alternate arrangement.

The complainant made several attempts to obtain the refund through the method prescribed by the opposite party but the system repeatedly failed. This, coupled with the opposite party's silence despite reminders and notice, establishes gross negligence.

As the opposite party did not contest the case, the complainant's allegations remain unchallenged. Failure to refund the amount even after cancellation of the flight constitutes deficiency in service under Section 2(11) of the Consumer Protection Act, 2019.



The complainant paid Rs. 2,983/- (Rupees two thousand nine hundred and eighty three only) as ticket fare. Since the cancellation was done by the opposite party, they are bound to refund the entire amount. Because the money was withheld without any justification, the complainant is entitled to reasonable interest from the date of cancellation. The Hon'ble NCDRC expressed the same view in the order *dtd. 09/10/2017 in RP 578/2017 [2017 (4) CPR 590]*.

Complainant is entitled to refund of Rs. 2,983/- (Rupees two thousand nine hundred and eighty three only) with interest at 9% per annum from 15/06/2021 till realization.

The complainant certainly suffered harassment and inconvenience due to, sudden cancellation of the flight, moreover repeated failed attempts to secure a refund, and non-responsiveness of the complainant constrained to initiate legal proceedings for a small sum. Airlines are expected to maintain customer-friendly refund mechanisms, especially in cases where cancellation is attributable to them. The failure of the opposite party amounts to unfair trade practice. In the circumstances, a moderate compensation is appropriate. Complainant is entitled to compensation of Rs. 10,000/- (Rupees ten thousand only) and litigation cost of Rs. 2,500/- (Rupees two thousand and five hundred only).

In view of the above findings, the complaint is allowed as follows:

- 1) The opposite party Airline company shall refund Rs. 2,983/- (Rupees two thousand nine hundred and eighty three only) to the complainant.
- 2) The opposite party shall pay interest @ 9% per annum on the above amount from 15/06/2021 (date of cancellation) until the date of actual payment.
- 3) The opposite party shall pay Rs. 10,000/- (Rupees ten thousand only) as compensation for mental agony and inconvenience.
- 4) The opposite party shall also pay Rs. 2,500/- (Rupees two thousand

- and five hundred only) towards costs of litigation.
- 5) The above amounts shall be paid within 45 days from the date of receipt of this order, failing which the entire amount shall carry @ 12% per annum.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27th day of November 2025.

Sd/-  
Sreeja S.  
Member

Sd/-  
Ram Mohan R  
Member

Sd/-  
C. T. Sabu  
President

Appendix

Complainant's Exhibits :

- Ext. A1 is the Lawyer Notice sent to the opposite party dated 19/09/2022.  
Ext. A2 is the Postal Receipt.  
Ext. A3 is the E-Ticket booked by the petitioner dated 10/06/2021.  
Ext. A4 is the whatsapp message receiving from the opposite party showing the copy of ticket cancel dated 16/06/2021.  
Ext. A5 is the Gmail sent by the complainant to the opposite party asking for refund.

Opposite Parties' Exhibits:

Nil

Id/-  
C.T Sabu  
President

//True copy//

Assistant Registrar

Auk

Assistant Registrar  
Consumer Disputes Redressal Commission  
Ayyanthole, Thiruvananthapuram-3  
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