

DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, BELAGAVI

Dated this 31st December, 2025

Complaint No. 260/2024

Present:

1) Sri Sanjeev V Kulkarni

President

B.Com., L.L.B. (Spl),

2) Smt.S.S.Kadrollimath,

Member

B.A., LL.M.

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Complainant/s:

1) Sri.Ashok S/o.
Age: 49 years,

2) Smt.Geeta W/o.Ashok Kadam,
Age: 40 year

3) Smt.Geeta
Age: 39

4) Kumari Ritu @Pallavi
Age: 22 years,

5) Kumari
Age: 16 years.



(By Sri.R.N.Latur, Adv.)

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Vs.

Opponent/s:

1) The Manager/Authorized Signatory,
redBus India Pvt. Ltd.,
19th Floor, Epitome Building No.5,
DLF Cybercity, Phase III,
Gurugram, Haryana-122002.

2) The Authorized Signatory,
Pauls Travels Bus,
Pauls Trans No.26, Pawar Chawl,
Kusugal Road, Keshavapur, Hubballi,
Karnataka 580023.

(OP No.1 by Smt.P.S.Joshi, Adv.
and OP No.2 : Exparte)

(Order dictated by Sri.Sanjeev V Kulkarni, President)

ORDER

The complainants.1 to 5 have filed this consumer complaint against OP.1 and 2 U/s.35 of C.P.Act, 2019 alleging deficiency in service and prayed for issuance of direction to OPs to refund the entire ticket amount of Rs.4,380/- paid by them and also compensation of Rs.5,00,000/- towards mental agony and suffering undergone by the complainants with interest @6% p.a., from 01.03.2024 till realization and cost of the litigation, by allowing this complaint.

The facts as narrated by the complainants in their complaint are as follows:

2. The OPs were advertising about their passenger transport business and OPs canvassed to provide bus service and value for money in respect of bus transport facility across the country from Karnataka to any corner of the country. The OP.1 is the authorized signatory in respect of redBus India Pvt. Ltd., and OP.2 is the authorized signatory of Pauls Travels situated at cause title address at Hubballi. Looking to the advertisements made by OP.1 and 2, wherein complainant.1 along with his family members i.e. complainant.2 to 4 have booked ticket through online process on

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29.02.2024 with OP.1 in redBus platform and opted for OP.2 bus i.e. Pauls Transport in order to reach Mumbai and complainants have booked their tickets through online process from Belagavi and complainant.1 has paid ticket fare of Rs.4,380/- and obtained ticket bearing No.TT3Y91819183, PNR No.32632 was generated by the OPs for the tickets booked by complainant.1 and complainant.1 had booked AC Sleeper coach 5 seats in order to travel from Belagavi to Mumbai on 29.02.2024 to reach on the next day i.e. 01.03.2024. The OPs had promised that, they would reach the destination at Mumbai Central Station around 05.30 AM in the morning on the next day i.e. on 01.03.2024. The complainant.1 had booked tickets as per the procedure laid down by the OP.1 and 2 by entering official website of OP.1 and made online payment by way of NEFT/UPI and accordingly OP.1 had issued tickets through online process i.e. e-ticket, which was supposed to be shown at the time of boarding the bus. The complainant.3 had to reach Delhi before 03.03.2024, since she had to participate in food festival event to be held on 03.03.2024 and based on this event, the complainant.1 had booked further travel from Belagavi to Mumbai and from Mumbai to Delhi so as to enable complainant.3 to participate in the said food festival event and she was supposed to get food tender of more than Rs.5,00,000/- as complainant.3 is very good cook and she is running house business of selling homemade articles like pickles, papad, sweet items and other eateries and complainant.3 used to carry this business and also making transportation of these house made articles/food items to various places from Belagavi to Mumbai and Delhi and other places.

3. The complainants further alleged that this being the fact, while traveling from Belagavi to Mumbai, the bus which was maintained and driven by driver of OP.2 company had break down in the mid night at around 5AM on small bypass road near strange unknown village, which was about 15 Kms away from Pune and during night hours it was mid night when the running bus has breakdown. The complainants have enquired with driver of the bus, in turn he informed about some technical fault in the engine of the

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bus and also informed that to get repaired the said bus it would require about 10 to 12 hours. Though driver of OP.2 was supposed to drop the complainants at their place of destination at Mumbai, but due to break down of the bus, the complainants were forced to get down in the middle of the road and they were made to wait till 8AM on the next day morning i.e. on 01.03.2024 in the middle of the road and even driver of OP.2 informed that, there was no any possibility of the bus getting repaired and complainants themselves had to made arrangements for alternative conveyance from breakdown spot to reach Mumbai. Hence OPs have not provided alternative mode of conveyance from the place of breakdown to reach Mumbai on that day. Hence this inconvenience caused to the complainant and family members and immediately complainant.1 has raised complaint with OP.1 and the said authorities have registered complaint No.24658700 and thereby complainants were forced to make their arrangements and took another bus from nearby city from Pune, where the bus of OP.2 had breakdown from that place to Mumbai and complainants have reached Mumbai on 01.03.2024 around 1PMin the afternoon. Hence there is negligence on the part of OP.1 and 2 and complainant.3 could not achieve her object of participating in food festival and complainant.3 failed to reach Delhi in order to participate in the food event. Hence she suffered loss to the tune of Rs.5,00,000/- even though complainant.1 had raised complaint before OP.1, but OP.1 and 2 so far have not redressed the grievance of the complainants. Hence OP.1 and 2 have committed deficiency in service and though OP.1 and 2 are bound to provide alternate conveyance for the complainants and also there exist duty of care of OPs towards these passengers to act as per their promise and advertisements, but OPs failed to provide satisfactory service and accordingly OPs have caused harassment and inconvenience and also complainants have suffered mental agony and harassment and also OPs have played unfair trade practice. Hence complainants alleging cause of action one arose to them to file this complaint constrained to file this

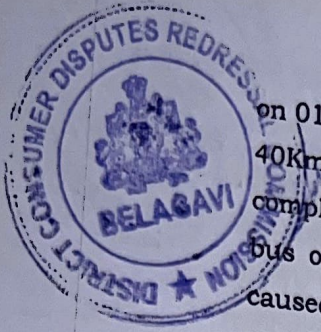


consumer complaint against OP.1 and 2 before this commission and presented the complaint on 02.05.2024.

4. After entertaining this complaint and after hearing the counsel for complainants, this commission got admitted this complaint and also allowed I.A.No.I filed by the complainants U/s.35 (1) (c) of C.P.Act, 2019 permitting the complainants to file this joint complaint against OP.1 and 2 and ordered to issue RPAD notice to OP.1 and 2. Adv.PSJ filed vakalat for OP.1 and also filed written version on behalf of authorized representative of OP.1 on 18.09.2024. Since notice to OP.2 returned as left and it was reissued again on 15.10.2024 and subsequently RPAD notice sent to OP.2 was duly served upon OP.2, but OP.2 failed to appear and contest this case and accordingly OP.2 was placed exparte on 24.12.2024. The authorized representative of OP.1 filed written version on 18.09.2024, wherein the authorized representative of OP.1 viz., Paresh Shah, Senior Executive (Legal) representing OP.1 under his verification filed this written version in the above case.

5. The OP.1 admits that, OP.1 redBus India Pvt. Ltd., is a company registered under the provisions of Companies Act, 1956, having corporate office situated at Old Airport Road, Kodihalli village, Varthur Hobli, Bengaluru-08. The OP.1 denied the allegations contained in the complaint and OP.1 admits that, complainants had booked bus ticket on 29.02.2024 using online service of OP.1 website from Belagavi to Mumbai for total consideration of Rs.4,380/- and OP.1 has produced online e-ticket as Annexure OP.2. It is further contended that, the complainants have booked their ticket to travel from Belagavi to Mumbai on 29.02.2024, its PNR number is 32632 for travelling, with OP.2 bus service and boarded the bus from RTO Circle, Bus Stand in Belagavi to reach Kharghar Bus Stand, Mumbai and complainants have admitted that they have booked the seats through online on 29.02.2024 and the very journey was scheduled on that day at 10.15PM.

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6. The OP.1 admits that, complainant.1 had contacted OP.1 on 01.03.2024 stating that the traveling bus had broken down about 40Kms away to reach Pune and after waiting for an hour the complainants could not get alternative conveyance and OP.2 driver/ bus operator could not make arrangements for the inconvenience caused to the complainants, but complainants then arranged alternate mode of transportation and completed the journey and later the bus operator responded to the complainants stating that there were no changes to the dropping point and that all passengers were dropped of their selected locations. The OP.1 is not liable for alternate bus service not having been provided to complainants, as OP.1 is only an online ticketing platform and it does not operate bus services of its own and as per the terms and conditions of e-ticket booking, OP.1 is not liable to answer for the complaint raised by the complainant.1. The OP.1 contended that, however as a goodwill gesture, which is also indicative of customer centric business approach, OP.1 has offered to refund an amount of Rs.500/- to the complainant and the same was denied by the complainants, whereas complainants have demanded Rs.535/- per seat for 5 passengers for the alternative transportation obtained by them, whereas OP.1 has denied the claim of complainants as the claim of the complainants is unreasonable. Hence OP.1 denied the allegations of deficiency in service alleged against OP.1. The OP.1 also raised preliminary objections contending that, this commission has no jurisdiction to try and entertain this complaint. The OP.1 also submitted parwise remarks/reply in the written version wherein OP.1's authorized representative denied the complaint averments pleaded in para.1 to 10. The OP.1 also relied upon the snapshot of terms and conditions of agreement and it is annexed as OP.3 along with written version. Hence OP.1 also contended that the claim of complainants seeking an exaggerated compensation of Rs.5,00,000/- for a booking worth Rs.4,380/-, which is completely unjust and unfair. Hence OP.1 on this defence appeared and contested this complaint.

7. After filing of written version by OP.1 and since OP.2 was placed exparte, matter was posted for complainants evidence,



wherein Adv for complainants has filed affidavit evidence of complainant.1 on 24.04.2025 and also on that day complainant.1 further examined as PW1 and complainant counsel produced list with 3 documents and complainant.1 examined as PW1 and documents Ex.P1 to P6 are marked. Accordingly complainants have closed their evidence and thereafter matter was posted for evidence of OP.1 and posted on 09.05.2025.

8. Adv. appearing for OP.1 filed I.A.No.1 seeking change of authorized representative on behalf of OP.1 i.e. Red Bus India Pvt. Ltd., and in support of I.A.No.1 one Pooja Kateel D/o.Durganand Kateel, working as Assistant Manager of OP.1 sworn to her affidavit and I.A.No.1 filed by the counsel for OP.1 came to be allowed on 16.05.2025. Accordingly OP.1 is permitted to change the authorized representative as prayed in I.A.No.1. Accordingly the present authorized representative representing OP.1 filed her affidavit evidence on 16.05.2025 and also produced authorization letter Ex.OP.1 and this affidavit evidence is received as evidence of RW1 and documents relied by OP.1 as per Annexure OP.1 to 4 are marked as Ex.R1 to R4 and with this evidence OP.1 evidence closed. Thereafter matter was posted for arguments, wherein the counsel for OP.1 filed written arguments on 14.08.2025 and subsequently counsel for complainants also filed written arguments on 26.09.2025. Hence after receiving written arguments filed on both sides, matter was posted for orders. For disposal of this case, the following points that would arise for our consideration are as under;

Point No.1:-

Whether the complainants proves that, OP.1 and 2 have committed deficiency in service and also failed to provide another alternative conveyance to them from the place of breakdown of the bus while traveling from Belagavi to Mumbai and bus operator of OP.2 failed to provide alternative conveyance to reach Mumbai from the place of breakdown and as such the complainants have suffered mental agony and suffering and also complainant.3 could not participate in food event to be held at Delhi on 03.03.2024 and as such complainants

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have suffered loss and particularly complainant.3 has suffered loss in her proposed food event business to the tune of Rs.5,00,000/- and as such complainants are entitled for the reliefs prayed against OP.1 and 2 and complaint deserves to be allowed?

Point No.2:-

What order?

Our findings to the above Points are:

Point No.1 -In Partly Affirmative and Partly Negative

Point No.2-This complaint deserves to be allowed partly with cost against OP.1 and 2, directing the OP.1 and 2 to refund the amount paid towards booking charges of e-tickets of Rs.4,380/- with interest @8% p.a., from 01.03.2024 till realization of the amount and also complainants are awarded just compensation of Rs.20,000/- towards mental agony and harassment caused to them and suffering undergone by them due to breakdown of the bus just 40 Kms., away from Pune between 29.02.2024 till next date 01.03.2024 and for the following

:: REASONS ::

9. POINT NO.1: The complainants.1 to 5 are one family members and they have filed this joint complaint by taking leave of this commission, wherein I.A.No.I filed by the complainants U/s.35 (1) (c) is allowed while admitting this complaint against OP.1 and 2.

10. It is the case of the complainants that, they have booked e-ticket with OP.1 online booking system to travel from Belagavi to Mumbai on 29.02.2024 and obtained e-ticket by paying ticket fare of Rs.4,380/- under PNR No.32632 and they boarded the bus which left from RTO Circle, Belagavi on 29.02.2024 to reach Mumbai on the next day morning as per the schedule timing, wherein complainants should have reached Mumbai particular point of alighting station i.e. Kharghar. It is admitted fact that, OP.1 is Red Bus online ticket booking system and OP.2 is the actual bus carrier which was plying from Belagavi to Mumbai on that day and

9. POINT NO.1: The complainants 1 to 5 are one family members and they have filed this joint complaint by taking leave of this commission, wherein I.A.No.I filed by the complainants U/s.35 (1) (c) is allowed while admitting this complaint against OP.1 and 2.

10. It is the case of the complainants that, they

complainants have made their grievance that, they boarded the bus of OP.2 and still about 40Kms., away to reach Pune, bus driving by bus driver of OP.2 was breakdown in the middle of the way and OP.1 and 2 could not make any arrangement for further travel by complainants to reach Mumbai on that day, whereas complainant immediately raised his complaint by contacting OP.1 on that day and OP.1 has registered his complaint under Complaint No.24658700, but OP.1 and 2 could not make any alternate arrangements to complainants to reach Mumbai, whereas complainants themselves made arrangements to reach Mumbai and they reached Mumbai on 01.03.2024 at 1pm in the afternoon. Hence complainants have filed this complaint against OP.1 and 2.

11. The OP.1 only appeared and contested this complaint and OP.1 taken defence that, it is only providing facility of online booking service, but it has no privity of contract to indemnify the loss claimed by the complainants, whereas OP.2 has provided bus for travel from Belagavi to Mumbai and in view of terms and conditions of user agreement (Annexure OP.3), OP.1 is not liable to indemnify any loss suffered by the complainants. Hence OP.1 denied the liability and also denied the deficiency in service alleged against OP.1, whereas OP.2 was placed exparte in this case.

12. In order to prove their case, complainant.1 has deposed his evidence for himself and on behalf of complainants.2 to 5 by filing affidavit evidence on 24.04.2025 and on perusal of his evidence, wherein PW1 has deposed his evidence by reiterating the facts as pleaded in the complaint and in the evidence of PW1 documents Ex.P1 to P6 are marked. Hence PW1 relying upon his affidavit evidence coupled with documents Ex.P1 to P6 and also complainant.1 has filed certificate/declaration U/s.65B of Evidence Act on 29.04.2024 in respect of e-documents relied by him in this case. The documents Ex.P1 to P6 are as follows;

Ex.P1: Copy of e-ticket issued by OP.1.

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- Ex.P2: Copy of complaint raised by complainant.1 with OP.1.
- Ex.P3: Copy of Ticket purchased by complainants to reach Mumbai from the place where bus had broken down
- Ex.P4: Office copy of legal notice dt.20.04.2024
- Ex.P5: Copy of Postal Track Receipt.
- Ex.P6: Unserved cover of legal notice returned from OP.2

13. The authorized representative of OP.1 has filed evidence in the form of affidavit on 16.05.2025 and this affidavit evidence is received as evidence of RW1 and documents Ex.R1 to R4 are marked and on perusal of affidavit evidence of authorized representative of OP.1, wherein she has deposed her evidence in the form of affidavit evidence only admitting the fact that, complainants have booked their ticket through online process by using of website of OP.1 on 29.02.2024 and OP.1/RW1 relied upon Ex.OP.2 copy of online e-ticket booking and complainants have paid bus traveling fare of Rs.4,380/- through online payment, but RW1 denied the claim of complainants and OP.1/RW1 taken several defence raising preliminary objections that, complaint is not maintainable in view of Sec.36 (2) of C.P.Act and also complainants have filed this complaint with malafide intention and also the dispute does not fall within the definition of consumer dispute and lastly OP.1/RW1 taken plea of jurisdiction and contended that, this complaint is not maintainable. Hence OP.1 by leading evidence of RW1 prays to dismiss this complaint. The OP.1 Annexure-1 to 4 are as follows;

- Ex.R1: Copy of authorization dt.06.02.2025
- Ex.R2: Copy of e-ticket
- Ex.R3: Copy of User Agreement
- Ex.R4: Copy of letter of Govt. of India, Ministry of Tourism dt.10.12.2018 along with Guidelines.



Hence RW1 relying upon her evidence coupled with Annexure OP.1 to 4 prays to dismiss this complaint.

14. On appreciation of evidence of PW1 and documents Ex.P1 to P6 and that of rebuttal evidence of RW1, wherein it is not in dispute that, complainants have booked their online ticket to travel from Belagavi to Mumbai using OP.1 website/app and obtained e-ticket on 29.02.2024 and traveled on 29.02.2024 and boarded the bus from Belagavi to Mumbai and bus provided by OP.2 through its driver and admittedly the bus was breakdown just 40kms away to Pune city on the middle of the way and this fact is admitted by OP.1 regarding plying of bus during night hours at 5.00 am on 29.02.2024 had breakdown near in Pune city still 40kms away on the road and it is also admitted by OP.1 that, complainant.1 has raised online complaint by contacting OP.1 and OP.1 had registered complaint of complainant.1 by assigning Complaint No.24658700 and as per this Ex.P1 shows that e-ticket booking PNR No.32632 was given to complainants through online booking system and OP.1 has received ticket fare of Rs.4,380/- and whatsapp conversation printouts shows that, complainant.1 has raised complaint with OP.1 and though OP.1 assured of deputing their team to this spot of breakdown, but OP.1 and 2 have not come to help of complainants to provide alternative conveyance. The complainants have also produced Ex.P3 bus ticket as they boarded in another bus from the place of breakdown and Ex.P3 is the ticket for having taken conveyance from the place of breakdown on that day. Hence this fact proved on record that, complainants journey in the bus of OP.2 could not concluded to reach Mumbai and accordingly bus plied by OP.2 had breakdown on the middle of the way about 40kms., to reach Pune city. Hence complainants have suffered inconvenience to reach their place of destination on 01.03.2024 at about 5.30am or 6am. On the other hand complainants have reached Mumbai at 1.30pm on 01.03.2024 and admittedly OP.1 and 2 have not provided alternative conveyance to the inconvenience caused to the complainants. Admittedly it is tie up between OP.1 and 2 to get passenger service through online booking service and there is privity

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of contract between OP.1 and 2 in respect of attracting the passengers through online booking service. Hence OP.1 and 2 are liable to indemnify the loss or inconvenience caused to the complainants in this particular case.

15. The complainant.3 pleaded that, she had to participate in the food event to be held at Delhi, but complainant.3 has not given her evidence and complainant.3 not produced any printed brochure or any event printed cards to show that, on 03.03.2024 there was food event conducted by the management of particular event at Delhi. Hence complainant.3 has not given her evidence to prove that her perspective business could have lost and also she suffered loss to the tune of Rs.5,00,000/-. Hence complainant.3 is the best witness to be examined in this case, but complainants have not examined complainant.3. Hence the fabulous and exaggerated compensation claimed by the complainants is not acceptable in this particular case. On the contrary complainants have suffered some inconvenience due to the breakdown of the bus plied by OP.2 bus operator. Hence considering the pain, agony and suffering and as OP.1 did not comes to the rescue of the complainants even though OP.1 got registered the complaint through online process raised by complainant.1 and hence the complainants ought to have been compensated for their inconvenience caused during transit period to reach Mumbai. Hence considering the gravity of mental agony and inconvenience caused to the complainants, proper relief to be granted in this case is to order for refund of e-ticket amount paid by the complainant of Rs.4,380/- as OPs have not refunded the amount even though complainant.1 registered his complaint through online process. Hence complainants are entitled for just and reasonable compensation of Rs.20,000/- payable by OP.1 and 2. Hence the exaggerated claim of complainants is not entertained by this commission. Hence complainants have proved their case partly against OP.1 and 2 and as such complaint deserves to be allowed partly with cost against OP.1 and 2. Accordingly we answer Point No.1 in Partly Affirmative and Partly Negative.

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16. POINT NO. 2: In view of our above findings submitted on Point No.1, this complaint filed by the complainant deserves to be allowed in part with cost against OP No.1 and 2. Hence we proceed to pass the following

:ORDER:

The joint complaint filed by the complainants.1 to 5 U/s 35 of C.P. Act, 2019 is hereby partly allowed with cost against OP No.1 and 2.

The OP No.1 to 2 are hereby jointly and severally directed to refund/pay Rs.4,380/- to the complainants with interest @8% p.a., from 01.03.2024 till realization.

Further, the OP No.1 and 2 are jointly and severally directed to pay Rs.20,000/- to the complainants towards compensation for mental agony and suffering and Rs.5,000/- towards cost of the litigation.

The order shall be complied within 60 days from the date of the order.

(Order dictated, corrected and then pronounced in the open Commission on: 31st December, 2025)

Smt. S.S. Kadrollimath
31/12/25
Smt. S.S. Kadrollimath
Member

Sri. Sanjeev V. Kulkarni
31.12.25
Sri. Sanjeev V. Kulkarni,
President

msr

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6/1/2026
To Assistant Registrar Cum
Asst. Administrative Officer
District Consumer Disputes
Redressal Commission, Belagavi