

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VI
(NEW DELHI), 'M' BLOCK, 1STFLOOR, VIKAS BHAWAN,
I.P.ESTATE, NEW DELHI-110002**

Case No. CC/446/2023

IN THE MATTER OF:

Shailendra Bhatnagar
S/o Late G.N. Bhatnagar,
R/o U-20, Green Park Extn.,
New Delhi-110016

...Complainant

VERSUS

1. Air India

DGO Office,
Number 113 Airline House,
Gurudwara Rakabganj Road,
Parliament Street, New Delhi-110001

Also At:-

309, NH 48, Block-A, Sector-30,
Gurugram Haryana-122001

Also At:

D-382 Vatik One on One,
IDC, Industrial Development Area,
Sector-16, Gurugram, Haryana-122007

2. Make My Trip India Pvt. Ltd.,

F-26, First Floor, Connaught Place,
Inner Circle, Landmark-Opposite Palika Bazar,
New Delhi-110001

Also At:-

DLF Building Number-5, Tower B,
Gurgaon, Sector-25, Gurgaon-122001

...Opposite Parties

Quorum:

Ms. Poonam Chaudhry, President
Mr. Shekhar Chandra, Member

Date of Institution: 13/12/2023
Date of Order: 14/01/2026

ORDER

SHEKHAR CHANDRA, MEMBER:

1. The present complaint has been filed under Section 12 of Consumer Protection Act, 1986 (in short CP Act) against Opposite Party (in short OP) alleging deficiency of service.
2. The brief facts as borne out from the complaint case are that the Complainant along with his daughter booked tickets from the Airlines, Air India (Through Make My Trip) from India to New York and return tickets from New York to India both being Economy Class tickets, details of the same are mentioned below:-
 - (i) Mr. ShailendraBhatnagar- 6th September 2023- Flight No.AI101 and 13th September 2023-Flight No. AI102.
 - (ii) Ms. AishwaryaBhatnagar- 6th September 2023- Flight No.AI101 and 13th September 2023-Flight No. AI102.
3. The total cost of tickets spent by the complainant on these tickets was Rs 2,73,108. An additional amount of Rs 45,000 was paid due to

change in date of travel of Ms Aishwarya Bhatagar, daughter of the complainant (ticket was preponed to 6th September 2023 from 20th September 2023).

4. It is submitted that the Complainant and his daughter both, had the worst experience of travelling with the said airlines as the condition of the flight was horrible and obnoxious, they booked seats from the economy class for a comfortable journey but despite travelling in economy class, the chairs was broken, no back rests buttons were working at all, even the flight attendant call button was also defective and not working at all due to which even the airhostess/attendant could not be called.
5. Further, it is alleged that even the monitor screen was not working and defective; it is not acceptable at all that the monitor screens are not functioning for such long flights. The complainant submits that these services are included in the ticket prices and the passengers are rightful and entitled to avail the benefits of the same. Not only this, even the air craft had extremely bad smell, and there were no measures taken for it. The flight was approximately for 15 hours, which is a very long-time span and not even once was any perfume/air freshener used. The complainant has placed on record photos of the condition of the said flight.

6. The complainant states that he was disgraced to see the conditions of the washrooms which were worse than even public toilets as there were no basic toilet sprays even. The washrooms were stinking terribly. The services were so poor and there was so much mismanagement as even the quality of food was extremely bad, the tea was cold, there was no sugar provided, there was no stirrer and the service of the entire staff was absolutely substandard. The complainant further alleged that the staff was extremely rude and could not provide any solution to a single issue addressed by the complainant, rather after a point of time the staff became ignorant and non-responsive.
7. The Complainant sent a legal Notice to the OPs on 3/11/2023 and 9/11/2023 but with no response. Since the complainant could not get his grievances resolved, he has approached this Commission through the present complaint case with the following prayers:-
 - (A) Direct the OPs to refund the ticket amount spent by the complainant, i.e. Rs 3,18,108/-;
 - (B) Direct the OPs to pay Rs 10,00,000 towards harassment and mental agony of the complainant and his daughter.

- (C) Direct the OPs to Pay Rs 100000/- towards litigation expenses.
- (D) Pass any other order as this Commission deems fit in the interest of Justice.

8. The complaint case was admitted and notice issued to the OPs returnable on 27.02.2024. The averments made in the complaint case have been opposed by the OPs inter alia on the grounds that the present Consumer Complaint is devoid of merits, vexatious and is liable to be dismissed. The Complainant has grossly failed to make out any case or cause of action for the present complaint, and the Complaint under reply is liable to be rejected forthwith.

9. It is submitted by OP-1 that in accordance with the prescribed Standard Operating Procedure (SOP), it is mandated that each carrier undergo meticulous examination prior to departure to ensure the absence of any conditions that may inconvenience passengers. The complainant and their daughter engaged the services of the OP-1 and procured round-trip tickets for their travel from New Delhi to New York on the 6th of September, 2023 (Flight Al-102), and from New York to New Delhi on the 13th of September, 2023, and the 30th of October, 2023 (Flight Al-101), respectively. Pursuant to the SOP, the engineering department of the OP-1 duly conducted an inspection of

the carrier designated for the complainant and their daughter's travel (Flight Al-102). This inspection yielded no discernible issues. It is further submitted by OP-1 that during the check-in process, the complainant and his daughter approached the staff and inquired whether their seats could be upgraded to Business Class, citing their loyalty as frequent travellers with the OP-1's airlines. The staff respectfully declined the request, explaining to the complainant and his daughter that while they value their loyalty, an upgrade was not feasible at that time due to the Business Class being fully occupied. Subsequent to boarding, the complainant and his daughter exhibited behaviour inconsistent with their initial demeanour, falsely alleging a malfunction of the Personal Television (PTV) system, despite their apparent reluctance to utilize it. The in-flight staff of the OP-1 responded courteously to the accusation, providing assistance to the complainant and their daughter in operating the PTV to their satisfaction. However, despite the staff's efforts, the complainant and his daughter persisted in seeking an upgrade, which the in-flight staff was not possible due to seat unavailability. Upon failing to identify any legitimate grounds for seat upgrades, the Complainant and their daughter proceeded to assert that the seating was uncomfortable and that both the aircraft and lavatory were malodorous. It is emphasized

that the aircraft undergoes thorough cleaning after each journey and, if necessary, during flights. Despite the OP-1 not being at fault, and in adherence to sound business practices, it is pertinent to acknowledge that the inflight crew extended every feasible arrangement and assistance within the confines of established protocols to ensure the Complainant and his daughter experienced a comfortable and satisfactory journey. Throughout the duration of the journey, the inflight crew endeavoured to accommodate the complainant and his daughter by offering alternative amenities such as reading materials such as books and magazines and meals of their choice. Upon realizing the unfeasibility of upgrading their seats, the complainant and their daughter willingly accepted the offered amenities and ceased further complaints. Demonstrating empathy, the inflight crew diligently provided extensive assistance to the complainant and their daughter, ensuring their needs were met. However, upon disembarkation, the complainant and his daughter again approached the in-flight and stated that they wished OP-1 could have upgraded them.

10. The OP-1 further states that the complainant is lodging unfounded allegations with the deliberate aim to illicitly obtain advantages from the OP-1. The OP-1 states that the complainant has not approached

this Commission with integrity and is employing coercive tactics, leveraging the threat of tarnishing their well-established reputation within the aviation industry. It is submitted by the OP-1 that the averments made by the Complainant in its Complaint lack any corroboration and deserve to be dismissed at the outset. The OP-1 submits that in a market where consumers wield considerable influence, service providers are frequently scrutinized for even minor inconveniences experienced by consumers. The Complainant, in this case, being a dedicated patron of the OP-1, anticipated an upgrade, the denial of which by the OP-1's staff was unacceptable to the Complainant. Consequently, the Complainant attempted to manipulate the facts by alleging false accusations in order to attain a benefit that would otherwise be unattainable.

11. Reply to the complaint has also been filed on behalf of the OP-2. It is submitted by OP-2 that the present Complaint is false, vague and without any tenable ground. It is submitted that the submissions made by the Complainants are against the facts, contradictory, hypothetical, irrational and has been made without application of mind.
12. It is further submitted that the complainant has failed to carve out a case against OP-2 and has failed to prove that OP-2 had promised or

assured services, which were not fulfilled by it. The Complainant has miserably failed to show any deficiency in service on the part of the OP-2 or that it has indulged in any unfair trade practices under the provisions of the Consumer Protection Act, 2019 (hereinafter referred to as "the Act").

13. The OP-2 submits that it is an online travel company which, inter alia, provides services of airline ticket reservations, and therefore, its liability is only limited to the extent of ensuring confirmation of reservations with concerned airlines. It is submitted that OP-2 is not agent of OP-1, and they are independent of each other. Therefore, the OP-2 is not liable for consequences of the alleged acts done by the concerned airline i.e. the OP No.1/Air India in the present case.

14. It is further submitted that OP-2 is an Indian online travel company which provides online travel services including flights tickets, domestic and international holiday packages, hotel reservations, rail and bus tickets etc., and it is a consumer centric company. The OP-2 acts as merely a facilitator for booking the confirmed air tickets on behalf of its customers with the concerned service providers. It is further submitted that OP-2 does not fall with the definition of 'deficiency' under Section 2 (11) of the Consumer Protection Act, 2019 as there is no fault, imperfection, shortcoming

or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by OP-2 in pursuance of a contract or otherwise in relation to any service or there is any act of negligence or omission or commission by OP-2 which causes loss or injury to the consumer. The OP-2 states that in the present case, the Complainant has alleged deficiencies against the OP No.1/Air India Airline only. In this regard it is pertinent to note that while the 'service' offered by the OP No.2 was with regards to booking of the flight tickets, there has been no deficiency alleged against the OP-2.

15. Partied led their respective evidence. The pleadings are complete. Parties have been heard. The short question to be considered is whether in the given facts and circumstances of the case, the complainant is entitled to refund of cost of air tickets amounting to Rs. 3,18,108/- apart from the compensation and litigation expenses which the complainant has asked for Rs. 10,00,000/- and Rs. 1,00,000/- respectively.

16. To establish his case, the complainant has placed on record photographs of the seats allotted to the complainant and his

daughter. The complainant has also placed on record a legal notice demanding refund of cost of tickets and compensation.

17. In support of his contentions, the complainant has placed reliance on a decision rendered by a District Consumer Commission, Chandigarh in the case of '***Rajesh Chopra Vs Air India Limited***' CC 270 of 2023 decided on 02.02.2024. The facts of the said case was almost identical to the present one. The learned Consumer Commission granted compensation and litigation expenses to the complainant.
18. The District Consumer Commission South Mumbai in the case of '***Rear Admiral Anil Kumar Saxena Vs, Air India Ltd.,***' granted compensation for causing mental agony and litigation expenses as the seat provided to the complainant was defective which caused severe physical pain and discomfort to the complainant.
19. The complainant performed his first journey from Delhi to New York on 06.09.2023 and returned on 13.09.2023. It was a long 15 hours journey. The complainant sent a legal notice on 01.11.2023. There is no answer to the legal notice. In the legal notice all the allegations as made in the present complaint case are there but the OP-1 maintained silence. Had there been no fault with the services of OP-1, surely the OP-1 must have reacted sharply. As regard OP-2, we do not

find any force in the submissions of the complainant to claim compensation or refund of the tickets amount.

20. Under the Consumer Protection Act, 2019, an airline is a “service provider” and a passenger who has paid for a ticket is a “consumer”. If the airline fails to provide facilities that are mandatory under DGCA rules (like food, water, AC, communication, accommodation, or information about delay/cancellation), that amounts to “deficiency in service”. The passenger can then claim for refund and/or compensation.
21. During the course of arguments we were very specific to put to OP-1 as to why the OP-1 has given a very vague reply to paragraphs 4 to 9 of the complaint wherein serious allegations relating to poor facilities and services of OP-1 are made. No satisfactory answer is given.
22. Keeping in view the facts and circumstances of the present case, this Commission is of the view that the complainant will be entitled for compensation for causing mental agony and harassment for not providing the facilities for which considerable amount was charged by OP-1. This Commission, therefore, directs the OP-1 to pay Rs. 50,000/- each to the complainant and his daughter as compensation and Rs. 50,000/- as litigation expenses to the complainant. We are not inclined to pay tickets amount as they have already availed it.

With the aforesaid directions, the present complaint case is disposed of. A copy of order be sent to the parties free of costs under registered/speed post. The order be also uploaded on the website of this Commission, promptly.

File be consigned to the record room with a copy of order.

**[Poonam Chaudhry]
President**

**[Shekhar Chandra]
Member**