

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, SOUTH MUMBAI**

Puravatha Bhavan, 1<sup>st</sup> Floor, General Nagesh Marg,  
Near Mahatma Gandhi Hospital, Parel, Mumbai- 400 012

**Consumer Complaint no: 169/2023**

**Complaint Filed on: 19/10/2023**

**Final Order on: 22/05/2024**

**Rear Admiral Anil Kumar Saxena, Retired**

R/at-F-104, Sector-A,

Jalvayu Vihar, Near Hiranandani,

Powai, Mumbai-400 706

..... **Complainant**

**V/S**

**1. Air India Ltd.**

**Through its Commercial Manager,**

Air India Building, Ground Floor,

Nariman Point, Mumbai-400 021

**2. Air India Ltd.**

Through its CEO

Air India Head Office, Airlines House, 113,

Gurudwara Rakabganj Road,

New Delhi, Delhi-110 001

..... **Respondents**

**BEFORE: HON'BLE PRESIDENT-IN-CHARGE SHRI.P.G. KADU**

**HON'BLE MEMBER SMT. S. A. PETKAR**

**HON'BLE MEMBER SMT. G. M. KAPSE**

**ADVOCATE ON RECORD:**

For Complainant: Adv. Alok Bhat

For Respondent no.1&2: Ex-parte

**J U D G M E N T**

**(Decided on 22/05/2024)**

**HON'BLE MEMBER SMT. G. M. KAPSE**

1. This is an action under **Section 35(1)(a) of the Consumer Protection Act 2019**, the briefly stated case is as follows:
2. The Complainant has retired in March 2018, as Rear Admiral from Indian Navy after serving for 36 years.
3. The Complainant had purchased business class Air Travel return ticket from the Respondent's website for Mumbai-Delhi-Toronto- Delhi-Mumbai on 04/04/2023, onward journey was fix for travel on 03/06/2023 and return on 24/06/2023. For above said air travel plan he paid Rs.4,21,000/-.
4. During this travel period the Complainant met deficient services of the Respondents in both route of travel between Delhi- Toronto- Delhi. The business class seats allotted to the Complainant, which was defective and not reclining due to which he was compelled to seat in awkward position, causing backache, inconvenience, sleeplessness for over 14 hours, resulting into fatigue, health issues and backache etc. Thus, he has raised the issued while travelling with refund and compensation; on 05/06/2023 and 24/06/2023 which was escalated in June July and August; but in vain. Thus, after huge email correspondence, the Complainant has sent letter/ notice to the Respondents on 28/08/2023 for refund with compensation. The Respondents have admitted their fault and inconvenience faced by the Complainant; hence offered following relief by email:

- a. Non-transferable travel voucher for amount equivalent to 75% value (INR 1,18,000/-) of ticket for journey Delhi-Toronto-Delhi with 1 year validity.
  - b. Non- transferable travel voucher for INR 10,000/- for journey Toronto- Delhi with 1 year validity.
5. The above said offered was not suitable to the Complainant hence not accepted by the Complainant. Thus, again requested to the Respondents regarding refund with compensation; but the said request was turned down by them.
6. Thus, the Complainant has been constrained to file present complaint with following prayers:
  - a. To refund of ticket amount as admitted by the Respondents for both the route Delhi- Toronto- Delhi aggregating for Rs.2,36,000/- with 18%p.a from the date of payment i.e.04/04/2023.
  - b. To pay compensation of Rs.1,00,000/- with 18%interest p.a. towards mental agony and Rs.50,000/- towards costs of litigation.
7. The Complainant has placed reliance on true copies of following documents:
  - a. Travel tickets
  - b. Boarding passes
  - c. Email correspondence
  - d. Letter/notice dt.28/08/2023

8. The **Respondents have** duly served with notices of the case; but absented; hence ex-parte order came to be passed against them on 31/01/2024.
9. The Complainant has filed evidence affidavit with written argument and filed pursis for the oral argument.
10. Thus, on the above contentions of all the parties, following points arise for determination on which we record findings with the reasons given below:

<b>Sr.no.</b>	<b>Points</b>	<b>Findings</b>
1.	Whether the Complainant is entitled to claim any of the reliefs sought in the complaint?	...Yes....
2.	What Order?	As per final order...

### **REASONS FOR FINDINGS**

#### **Point no.1 &2**

11. Admittedly, the Complainant has purchased the return tickets for business class for Mumbai-Delhi-Toronto-Delhi-Mumbai on 04/04/2023, onward journey was fix for travel on 03/06/2023 and return on 24/06/2023 and paid Rs.4,21,000/-towards tickets costs, which is eloquent from the page no. 20 to 24.
12. The Complainant came with the oral and documentary evidence about the allotted seat for journey between Delhi to Toronto on 03/06/2023. The said seat was not reclining causing immense trouble and pain to him. After efforts of the crew members, the said seat got partially reclined; but it did not back into sitting position.

Hence the complaint was made to the personnel who could repair it, were sleeping. The said personnel woke up after three hours and during this period the Complainant was compelled to sit in awkward position and inconvenience. After struggled for an hour to remove the said defect; but were not successful and finally they offered another seat which is diagonally opposite on the other side of alleyway. Thus, the Complainant has to shift his cabin baggage clothes, shoes, books, laptop etc. lying around the defective seat. The other seat going through the alleyways and pantry under the staring eyes of other disturbed passengers which is embarrassing experience. The same situation was again faced by the Complainant on 24/06/2023 during return journey from Toronto to Delhi. During this journey the allotted seat was not functional and none of the controls for operating the seat were working. The Complainant had to go through the same ordeal as described in the first journey.

13. After considering the evidence of the Complainant, it reveals that, the Complainant has suffered a lot while return journey on 03/06/2023 and 24/06/2023. The seats which have been allotted to the Complainant were defective since the same did not recline properly as a result he faced inconvenience, backache, sleeplessness for over 14 hours. The Respondents have provided the other seat to the Complainant which is also not comfortable while sitting, feeling embracing etc. The Respondents have admitted their fault after bulky email correspondence and notices made by the Complainant and offered Non-transferable travel voucher for amount equivalent to 75% value (INR 1,18,000/-) of ticket for journey Delhi-Toronto-Delhi with 1 year validity and

non-transferable travel voucher for INR 10,000/- for journey Toronto- Delhi with 1 year validity.

14.The said offer of the Respondent has not been accepted by the Complainant on the ground that, if the vouchers are not in used in one year for the single journey, then the above said offer will become waste.

15.Thus, admittedly the Complainant has been suffered physical inconvenience and mental agony because of defective seats for long air journey, the Respondents airlines is bound to compensate the Complainant for its deficiency in providing service keeping in view the fact that the Complainant had travelled and completed their journey from Delhi- Toronto- Delhi; but the Respondents could not remove the deficiency in the seat. The said act of Respondents amounts to deficiency in service and unfair trade practice on its part, when the entire case set up by the Complainant in the consumer complaint as well as the evidence available on record is unrebutted by the Respondents. Hence, the present consumer case deserves to be allowed.

16.The Complainant has claimed ticket amount of Rs.2,36,000/- with interest of 18% p.a. (for both route Delhi- Toronto -Delhi) from the date of payment of Rs.04/04/2023 till its realization, with compensation of Rs.1,00,00/- and Rs.50,000/- towards litigation costs. It was a frightening and horrific experience for the Complainant, since he has to sit in an upright position throughout his 14-15 hours long air journey causing severe physical pain and discomfort. The Complainant could not get sleep during the entire period since it was a traumatic experience. The Complainant

arrived as a tired passenger feeling deeply hurt and being cheated with the indifferent attitude of the staff and after paying heavy price, he received the worst service and felt cheated.

17. There is admittedly deficiency in service on the part of Respondents in providing good seat with reclining facility at the time of throughout journey. However, the same deficiency remains at the time of TO and FRO journey. Hence, the Complainant is justified to compensation on the count uncomfortable journey. It's admitted fact that the Complainant has completed entire journey. Thus, considering said fact the Complainant not justified in claiming refund of full amount of ticket. However, grant of reasonable compensation on the premise of uncomfortable journey will meet the ends of justice. Thus in our well considered view grant of Rs.80,000/- would meet the ends of justice

18. **Thus, considering above discussed evidence, the Complainant is justified to claim of Rs.80,000/- with litigation costs of Rs.20,000/-. The Respondents must make the payment within 30 days from the receipt of this order failing which the Complainant shall be entitled to interest over the awarded amount @12% p. a. from the date of this order till its realization.** Hence, we have answered the findings on all the points accordingly and proceed to pass following order:

### **FINAL ORDER**

1. The **Consumer Case no.169/2023** is hereby partly allowed.
2. The Respondents do pay jointly and severally the compensation amount of Rs.80,000/- towards mental agony and Rs.20,000/-

towards litigation costs to the Complainant within 30 days from the receipt of this order.

3. If the Respondents failed to pay the above said amount (order clause no.2) within 30 days from the receipt of this order, then it shall be liable to pay 12% interest p.a. on the above said amount till its actual realization.
4. The copy of order be sent to both the parties free of costs.

**Place: South Mumbai, Parel**

**Date: 22/05/2024**

**(SMT. G. M. KAPSE)**  
**MEMBER**

**(SMT. S. A. PETKAR)**  
**MEMBER**

**(SHRI.P.G. KADU)**  
**PRESIDENT- IN-CHARGE**

DISTRICT CONSUMER DISPUTE REDRESSAL COMMISSION,  
South Mumbai, at Parel