

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,  
8TH FLOOR, B.W.S.S.B BUILDING, K.G.ROAD,BANGALORE-09**

**Complaint Case No. CC/293/2023  
( Date of Filing : 19 Aug 2023 )**

1. Adithi Shetty

D/o Srikantha Shetty A,R/at No.205,2nd floor,Navami Varsha,  
Uttarahalli Kengeri Road,Srinivasapura Kengerei,Bengaluru-  
560060.Rep by authorised Person, Srikantha Shetty A,

.....Complainant(s)

Versus

1. The Manager, AIR INDIA

M- Block,Unity Building,JC Road,Bengaluru-560002

.....Opp.Party(s)

**BEFORE:**

**HON'BLE MRS. M. SHOBHA PRESIDENT  
HON'BLE MRS. K Anita Shivakumar MEMBER  
HON'BLE MRS. SUMA ANIL KUMAR MEMBER**

**PRESENT:**

**Dated : 31 May 2024**

**Final Order / Judgement**

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT  
BANGALORE (URBAN)**

**DATED 31<sup>st</sup> DAY OF MAY 2024**

**PRESENT:-**

**SMT.M.SHOBHA**

**: PRESIDENT**

**BSC., LLB**

**SMT.K.ANITA SHIVAKUMAR**

**MEMBER**

**:**

**M.S.W, LL.B., PGDCLP**

**SMT.SUMA ANIL KUMAR**

**: MEMBER**

**BA., LL.B., IWIL-IIMB**

# COMPLAINT No.293/2023

**COMPLAINANT**

**1** Adithi Shetty,

D/o Srikantha Shetty A,

R/at: No.205, 2<sup>nd</sup> floor, Navami Varsha, UttarahalliKengeri Road, Srinivasapura, Kengeri, Bangalore-560060.

Rep by authorized person

Srikantha Shetty A  
(Sri. M. Manjayya Shetty, Adv.)

**OPPOSITE PARTY**

**1**

The Manager,

AIR INDIA, M-block,

Unity Buildings,

JC Road, Bangalore-560002.

(Sri. Padmanabha Holla .S, Adv.)

## **ORDER**

### **SMT. K. ANITA SHIVAKUMAR, MEMBER**

Complainant filed this complaint U/S 35 of Consumer Protection Act 2019 seeking direction to OP to pay the air ticket amount of Rs.52,072/- with interest amount of Rs.28,366 in total, the claimed amount of Rs. 80,438/-, to direct OP to pay Rs.25,000/- towards compensation for the mental agony, she has been suffered by the act of OP, and the cost of litigation, such other relief.

### **2. Brief facts of the complaint as follow:**

Complainant is the student and received her visa for study at Michigan University, USA. As per her statement, she was supposed to report to the University of Michigan at USA on or before 16-08-2021. In order to Travel to USA, complainant booked a Air ticket on 11-07-2021, Air India Flight No. **AI** 175 for travelling from Bangalore to USA, the Journey date was 12-08-2021 in Economy class by paying Rs.1,02,476/- through her relatives SBI Credit Card. Confirmed Air Ticket with ticket No.0982135933960, receipt was issued by OP i.e. Air India. Complainant was supposed to travel at 2:30 P.M. on 12-08-2021 in Flight No. **AI**175.

3. Complainant stated that she was preparing for her journey to go to USA as per the scheduled date 12-08-2021, OP Airline Authority cancelled the said flight without the consent of complainant. OP re-booked the Ticket for a trip from Bengaluru to Delhi in Flight No. **AI** 505 and Delhi to San Francisco in **AI** 183 for the journey dated of 21-08-2021, which was inconvenient to the complainant, was scheduled to report to University at USA much earlier date. Complainant further submitted that she was supposed to report University much before the date of Journey on which OP rebooked the ticket. Hence, complainant was compelled to book another Air India Flight **AI** 173 Dated 12-08-2021 vide

ticket No. 0982136124646 by paying additional amount of Rs.1,43,128/- starting from Bengaluru to Delhi at 11-08-2021 and from Delhi to San Francisco on 12-08-2021 and reported to University as per the schedule. Complainant later contacted OP, seeking refund of Airfare of Rs.1,24,076/- which she has paid for booking of a ticket on 11-07-2021. Complainant requested through several communication of E-mail and over phone from August 2021 to August 2022, none of the officials responded and seeking refund of the amount she was paid to the OP, not responded to communication made by complainant nor redressed her grievances. OP failed and neglected to refund the amount which complainant paid. It is clear deficiency of the services on the part of OP.

An amount of Rs. 1,02,476/- it is still pending with OP since one and half Year nor replied to the communication of complainant, was running from pillar to post to recover the same from OP. Therefore complainant seeking refund with interest of 12% per annum from OP. Complainant caused legal notice dated 21-02-2023 seeking refund amount with interest. OP on receipt of legal notice, refunded Rs.91,056/- on 24-02-2023, denied the balance amount and interest.

4. Complainant mentioned as stated in the complaint that she is entitled to receive the amount of cancelled flight i.e. Rs.1,02,476/- additionally/paid amount by complainant for booking ticket for second time i.e. Rs.40,652/-. The balance amount receivable after the receipt of Rs.91,056/-, Rs.52,072/- and 12% of interest on balance amount come up to Rs.28,366/-. On the above ground complainant alleged the deficiency of service of OP, in not refunding the entire amount received for the booking of ticket and OP is liable to pay Rs.80,438/- and interest from 16.08.2023 till the date. Hence this complaint.

5. OP represented through its counsel, filed statement of objection on behalf of OP with documents. OP denied the allegations made by the complainant. At the same time, OP admitted that complainant had booked air ticket for the travel to USA on 12.08.2021, paid Rs.1,02,476/-. OP further admitted that the said air ticket has cancelled, which was scheduled on 12.08.2021 was not due to the default of OP but due to the Covid-19 lockdown, wherein flights were cancelled due to permissions not being granted by destination country. After several request raised by complainant, OP has refunded Rs.91,056/- on 23.02.2023 as per the refund policy. Further as per the mail dated 03.05.2023, OP has offered for settlement and informed complainant that it is ready to repay Rs.11,420/- towards the balance ticket amount and Rs.18,445/- towards interest and also sought the bank account details from complainant. OP denied that it is due to pay an additional amount of Rs.40,652/- as difference amount of 2 tickets and claimed Rs.52,072/- as balance considering the part refund and interest at the rate of 12% calculated at Rs.28,366/- in total, complainant claimed for Rs.80,438/- from OP. OP contends that it was the general directions from the government during Covid-19, hence there is no deficiency of service for cancellation of air ticket and caused inconvenience to the complainant, for which complainant claimed Rs.25,000/- as compensation for the mental agony and cost of litigation. OP is not liable to pay compensation and cost since it has not caused any deficiency of service. Therefore, OP prays this commission to dismiss the complaint against OP with exemplary cost.

6. Authorized person of complainant adduced her evidence by way of filing affidavit. The complainant authorized her father to represent and adduced the evidence on behalf of her, since she is in USA for studies. In support of the affidavit evidence, has filed 11 documents

which are marked as Ex.P.1 to Ex.P.11. One Anil Verghese Mathen, Airport manager, Air India has authorized to adduce evidence on behalf of OP. Accordingly he filed his affidavit evidence along with 4 documents which are marked as Ex.R.1 to Ex.R.4. Both the parties reiterated as stated in their complaint and version. Both the counsels filed written arguments, we perused the materials on record, to proceed to pass the following order.

7. On the basis of above pleadings for our consideration are as follows:-

- i) Whether the complainant proves the deficiency of service on the part of OP's?
- ii) Whether complainant is entitled for the relief?
- iii) What order?

8. Our answers to the above points are as follows:-

**Point No.1:-**Affirmative.

**Point No.2:-**Partly Affirmative.

**Point No.3:-** As per the final order.

### REASONS

**9. Point No.1&2:-**These points are inter-connected to each other and for the sake of convenience, to avoid repetition of facts, these points are taken up together for common discussion.

10. By perusing the pleadings and evidence placed before this commission, it is proved that complainant has booked air ticket from OP for her study purpose. She was supposed to report at university on or before 16.08.2021 and planned to travel on 12.08.2021. She paid Rs.1,02,476/- by economy class and the receipt has issued by OP, which is at Ex.P.1. Without any intimation or the consent of the complainant, OP airlines cancelled the scheduled flight dated 12.08.2021 and automatically rebooked the ticket for complainant for a trip of Bangalore to Delhi in flight No. AI 505 and Delhi to San Francisco in AI 183 for the journey date 21.08.2021. Since it is too late for reporting to the university as schedule received by complainant, therefore she tried to request OP to rebook the ticket on 12.08.2021 or before 16.08.2021, OP did not oblige her request. The rebooked is at Ex.P.2. In the said receipt it is clearly mentioned that the documents is automatically generated and the amount is for Rs.71,400/- only. When it is inconvenient to complainant to report to the first day of reporting to the university, complainant herself booked air ticket on 11.08.2021 and 12.08.2021 from Bangalore to Delhi and Delhi to San Francisco respectively in AI 173, which is at Ex.P.3. For the rebooking of air ticket on 11.08.2021 and 12.08.2021, she paid Rs.1,43,128/-.

11. For the afore mentioned situation, complainant requested OP to refund the OP she paid for air ticket booking price of Rs.1,02,476/-. OP did not reply positively to complainant and also not repaid her money. She sent several E-mails to OP for refund of the amount, OP did

not respond to it. After several request, on 23.02.2023, OP refunded Rs.91,056/- to complainant, after deducting some amount which is not mentioned in the complaint or version. Though it is contended by OP that the reason of cancellation of flight due to Covid-19, OP has not produced any document with regard to that and also without consent of the complainant, OP automatically generated the air ticket which is of their convenient date, is not fair. When the complainant was going for her study purpose, she was supposed to report at university on or before 16.08.2021, at least they could book before 16.08.2021. No fault of complainant, obviously caused panic situation for all in the family members, at last complainant herself rebooked the flight which was scheduled on the same date by same air lines. It shows, when she was able to book the flight through same airlines, though it was in the Covid-19 situation, OP's contention for a reason of cancellation on the ground of Covid-19 is not justifiable. In such situation, complainant got rebooked tickets on the same day through same airlines, is definitely a deficiency of service on the part of OP.

12. Though it is well conversant with OP, OP took nearly two years of time to refund her money, even after her several E-mails and request raised before the airlines authority. On 23.02.2023, OP refunded Rs.91,056/- after a deduction of Rs.11,420/- without rendering any service, per-contra, they only cancelled without intimation and they only rebooked without the consent of complainant might definitely caused mental trauma at the last moment of her departure. More so, OP took a long time of nearly two years, is unjust and unfair. That caused complainant rebooked her ticket by paying Rs.1,43,128/- with the instant booking, she was compelled to pay higher price without option. No fault of complainant, she paid Rs.40,642/- more money on buying instant air ticket, is definitely a burden for the complainant. Therefore OP is liable to refund the amount she paid for a second ticket i.e. Rs.40,642/-.

13. Though OP is well aware that, they have not rendered any service to the complainant, more than that they caused inconvenience, a panic situation, they deducted the amount out of the amount she paid while refunding the amount. OP is liable to refund the difference amount of Rs.11,420/- which she paid for the air ticket booked at first time. However, OP did not refund the amount as soon as the date of journey, delayed so long time for refunding even after several requests, hence OP is liable to pay interest on the entire amount till 23.02.2023. Further OP is liable to pay interest on balance amount of Rs.40,652/- till realization. OP is also liable for the compensation for the deficiency of service by cancelling her ticket without intimation, not co-operated to rebook the air ticket and retained her money till now. Complainant on this grounds approached this commission for the relief from OP, for which OP is liable to pay cost of litigation as well. On these grounds, in our considered view OP is liable to pay Rs.25,000/- towards compensation and Rs.10,000/- towards cost of litigation. On the above reasons, we answer Point No.1 in affirmative and Point No.2 in partly affirmative.

**14. Point No.3:-**In view of the discussion referred above, we proceed to pass the following:-

### **ORDER**

- i. Complaint filed by the complainant U/S 35 of Consumer Protection Act, is hereby allowed in part.

- ii. OP shall repay Rs.11,420/- towards due amount to the complainant.
- iii. OP shall pay Rs.40,652/- towards the difference amount she paid for the rebooking of air ticket with interest at the rate of 12% p.a. from the date of booking till realization.
- iv. OP shall pay interest on Rs.1,02,476/- at the rate of 12% p.a. from the 12.08.2021 till 23.02.2023.
- v. OP shall also pay interest at the rate of 12% p.a. on Rs.11,420/- from 23.02.2023 till realization.
- vi. OP shall pay Rs.25,000/- towards compensation and Rs.10,000/- towards cost of litigation within 30 days from the date of order, failing which OP shall pay interest on Award amount at the rate of 10% p.a. from the date of order till realization.
- vii. Furnish the copies of the order and return the extra copies of pleadings and documents to the parties, with no cost.

*(Dictated to the Stenographer, got it transcribed and corrected, pronounced in the Open Commission on this 31<sup>st</sup> day of May 2024)*

(SUMA ANIL KUMAR)

(K.ANITA SHIVAKUMAR)

(M.SHOBHA)

MEMBER

MEMBER

PRESIDENT

**Documents produced by the Complainant-P.W.1 are as follows:**

1.	Ex.P.1	Copy of air ticket issued by Air India dated 11.07.2021.
2.	Ex.P.2	Copy of air ticket booked by OP dated 21.08.2021.
3.	Ex.P.3	Copy of air ticket dated 06.08.2021 issued by Air India dated 12.08.2021.
4.	Ex.P.4	Copy of Study letter dated 23.03.2020 issued by University of Michigan
5.	Ex.P.5	Copy of letter dated 15.04.2021 issued by University of Michigan, for the purpose of visa
6.	Ex.P.6	Copy of E-mail correspondence between the complainant and OP.
7.	Ex.P.7	Copy of E-mail correspondence by complainant to her father dated 11.08.2023.
8.	Ex.P.8	Copy of legal notice dated 21.02.2023.
9.	Ex.P.9	Copy of acknowledgement dated 25.02.2023.
10.	Ex.P.10	Certificate U/S 65B of Indian Evidence Act.
11.	Ex.P.11	Power of attorney of complainant.

**Documents produced by the representative of opposite party – R.W.2;**

1.	Ex.R.1	Copy of office order issued by OP dated 23.11.2022.
2.	Ex.R.2	Copy of legal notice dated 05.03.2023.

3.	Ex.R.3	Copy of mail conversation of OP dated 13.03.2023.
4.	Ex.R.4	Certificate U/S 65B of Indian Evidence Act.

**(SUMA ANIL KUMAR)**  
**MEMBER**

**(K.ANITA SHIVAKUMAR)**  
**MEMBER**

**(M.SHOBHA)**  
**PRESIDENT**

**[HON'BLE MRS. M. SHOBHA]**  
**PRESIDENT**

**[HON'BLE MRS. K Anita Shivakumar]**  
**MEMBER**

**[HON'BLE MRS. SUMA ANIL KUMAR]**  
**MEMBER**