

DISTRICT CONSUMER DISPUTES REDRESSAL FORUM-II
Udyog Sadan, C-22 & 23, Qutub Institutional Area
(Behind Qutub Hotel), New Delhi- 110016

Case No.128/22

Yogesh Saigal

S/o Mr. Omesh Saigal
N 130B Panshila Park
New Delhi-110017.

Aishwarya Saigal

A minor through her father
Mr. Yogesh Saigal
N 130B Panshila Park
New Delhi-110017.

Complainants

VERSUS

Thomas Cood (India) Ltd.

Mezzanine Floor, PVR Plaza
H Block Connaught Place
New Delhi-110001.

Red Apple Travel

Unit No.109, Cama Industrial Estate
Sun Mill Compound, Lower Parel (West)
Mumbai-400013.

....Opposite Parties

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

Sh. U.K. Tyagi, Member

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ORDER

Date of Institution: 13.05.2022

Date of Order :16.08.2023

President: Ms. Monika A Srivastava,

The complainant has filed the present complaint seeking Rs.8.99 Crores towards pecuniary damages from OP 1 & 2 for negligence and deficiency in services, unfair trade practice, misleading advertisements and Rs. One lakh as cost of legal proceedings. OP 1 is Thomas Cook and OP 2 is Red Apple Travel Pvt. Ltd.

(Handwritten signature)

1. The complainant along with his family members had availed the services of OP 1 by booking a vacation to celebrate some milestones in his life. It is stated by the complainant that he hired the services of OP 1 due to its claim of being the best travel service provider and "leading integrated travel services company in the country."
2. It is stated that complainant No.1 being experienced in travelling and its various hassles knew the value of travel company services and lured by the representations and claims made by OP engaged to the services of the OP-1.
3. It is further stated by the complainant No.1 that he approached OP1 at its office in November 2019 and exchanged various mails between them to discuss the packages related to Sri Lanka. It is stated vide its mail dated 28.11.2019, OP 1 made a proposal of Sri Lanka Package with multiple hotel options and holiday itinerary. It is stated by the complainant No.1 that the proposal finalised contained the stipulation that in case the offered hotels are not available or if unavoidable changes have to be made in the itinerary etc., OP1 will make every possible attempt to arrange/provide the same category hotel or in case of sudden change of itinerary OP1 will be making every possible attempt to arrange for alternate. Based on the above discussion with OP1 Complainant no.1 paid a sum of Rs.3,56,025/- as consideration for Sri Lanka tour package along with his family which included his wife, his son, daughter and father-in-law.
4. The fee paid to OPs included accommodation, site seeing, transportation in Sri Lanka except for a few exclusions like tips, visa fee etc. This fee also included an insurance of Rs.10,041/- which the complainant requested OP 1 to cover the tour. The email dated 28.11.2019 issued by OP 1 containing multiple hotel options for Sri Lanka Package and holiday itinerary is annexed as Annxure-C-1.
5. An email dated 20.12.2019 was sent by OP 1 along with copies of package tour and is annexed as Annexure-C-2. It is stated that in spite of the afore-mentioned package vouchers dated 13.12.2019, the same were issued to the complainant only on 20.12.2019 i.e. a mere 36 hours before the commencement of the journey.

6. It is stated by the complainant that despite exchange of innumerable emails between Complainant and OP 1, it was only on 20.12.2019 that OP 1 made mention of OP-2 (Red Apple Travel) and their specific roles in handling of the tour. The email contained package voucher and certain other travel documents such as travel itinerary, travel insurance policy. It is stated that complainant was surprised to find OP 2 as Ground handler in Sri Lanka and Red Apple Travel & Holidays, subsidiary of OP-2 was mentioned as "supplier".

7. It is further stated by the complainant No 1 that he immediately contacted OP 1 to raise the concern and was assured by OP 1 that they themselves have made all the arrangements and remained fully responsible for organising the trip. In furtherance of its assurance OP 1 told the complainant that package voucher had the names of two contact persons of OP 1 office in Mumbai for tour assistance. It is further stated by the complainant that despite several communications the name of OP-2 and its role as supplier were never informed by OP 1 and were revealed to the complainant No.1 only 36 hours prior to the travel.

8. It is stated by complainant No. 1 that the package vouchers contained the cancellation policy as being non-refundable and though he was concerned about the manner in which the travel was being organised he had no option but to proceed with it or risk forfeiture of the whole amount i.e. 3,56,025/- paid by him due to the cancellation policy of OP-1. It is further stated by complainant 1 that he being a financially prudent person and relying on the long standing and impeccable reputation of OP 1 decided to go ahead with the trip rather than having the entire amount paid by him forfeited.

9. It is further stated that the complainant and his family arrived in Colombo, Sri Lanka on 22.12.2019 and on 23.12.2019, he was provided the vehicle along with the driver for the purpose of local site seeing in Colombo. It is stated that about 05:30 p.m in the evening on 23.12.2019, the vehicle in which the complainant and his family were travelling smashed into a container truck from behind and the front of the car was completely damaged and three members of the complainant's family i.e. his wife, his son and his father in law either died on the spot or on reaching the hospital. It is stated that complainant himself was severely injured with his left leg shoulder and other parts of the body with multiple fractures and wounds while complainant No.2, his daughter suffered physical injuries. Copy of

the original intimation report dated 24.12.2019 in Sinhalese along with translated version in English is annexed as Annexure-C-3. Copy of the letter dated 25.12.2019 issued by Consulate General of India in Sri Lanka for repatriation for the mortal remains of his wife, son and father-in-law along with their death certificate is annexed as annexure C-4. Copy of the photograph of the accident is annexed as annexure C-5.

10. A legal notice was issued by the complainants to OP1 on 24.02.2021, however, OP 1replied only after a delay of more than 8 months adding insult to the injury of the badly traumatized complainant by stating *the said purported demands contained therein are clearly actuated by ulterior motives and/or for illegal profiteering*.

11. It was stated by OP 1in the reply to the legal notice that "tour services i.e. Air tickets, insurance and visas were done by our clients and the rest all ground arrangements in Sri Lanka i.e. hotels, land services/transportation i.e. (car for site seeing and travelling within Sri Lanka) were arranged through the service provider i.e. Red Apple Travels Pvt. Ltd., the Indian company's subsidiary/sister/associate company in Sri Lanka i.e. Red Apple Travels and Holidays Sri Lanka Pvt. Ltd....."

12. It is stated by the complainant that he was made to believe that all arrangements were being made by OP 1and whereas OP1 only arranged for air tickets, visas and insurance while most of the crucial arrangements were handled by different entity with which the complainant has no relation whatsoever. It is stated by the complainant that had he been informed to this arrangement/situation earlier it would have enabled him to make an informed decision. All this is indicative of the shoddy service and unfair trade practice of OP-1. Copy of the complainant's legal notice dated 24.02.2021 and replied of OP 1dated 09.09.2021 are annexed as Annexure-C-6 (colly).

13. It is stated by the complainant that tour operator has utmost duty to care for his customers and is liable for loss arising out of the negligent acts and omissions. It is stated that this includes the duty that safe and reliable contractors are hired for fulfilling package tour requirements. In this regard the complainant has placed a reliance

on the judgment passed by the Hon'ble Supreme Court in *Vadodara Municipal Corporation Vs. Purushottam V. Murjani (2014) 16 SCC 14* wherein the Hon'ble Supreme Court confirmed the finding of the State Commission and Hon'ble NCDRC by holding "mere appointment of the contractor or employee did not absolve the corporation of its liability to supervise the body activity and that the corporation has a duty of care when activity of flying boats is unruly which was dangerous and there is clear foreseeability of accident unless precautions are taken."

14. It is further stated by the complainant that the aforementioned decision of the Hon'ble Supreme Court is squarely applicable to the facts of the present case. OP 1 had a duty of care towards the complainant in ensuring that travel arrangement befitting of its name and repute were provided to the complainant. However OP no.1 recklessly passed on its responsibility to a different entity and suppressed this material information from the complainant. It is stated that when a leading professional travel services company organises the tour it is a basic requirement that services of a commercial vehicle and professional driver are provided. It is further stated that it is not clear as to why the tour car was taken from a private individual and not from a recognised operator or well established coach company. It is stated that the most shocking act of negligence is that a 67 year old driver was appointed to drive the vehicle in which the complainant and his family were travelling. In this regard the complainant has placed his reliance on the police report stated 05.02.2021.

15. It is further stated by the complainant that OP 1 owed an obligation towards the complainant and it cannot shrug off its responsibility and put the onus on other 3rd parties. It is stated that OP 1 & 2 had an obligation to ensure that the contractors being hired for the tour ought to be of professional standards and therefore OP 1 is vicariously liable for the accident in which 3 members of the complainant's family were killed. It is stated that doctrine of *res ipsa loquitor* is applicable to the present case.

16. It is also stated that OP 1 is liable for deficiency in services on account of withholding the vital information till the last minute about the arrangements in Colombo, Sri Lanka being handled by a different company and not OP 1 and merely 36 hours prior to their journey the complainant was made aware of these arrangements. It is stated that OP1 failed to provide all necessary information including details of

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supplier ground handlers and their specific roles in organising the trip. OP 1 failed to provide information that the arrangements in Sri Lanka would be made by OP No.2 and thus the OP No.1 is liable to compensate the complainant for loss he has suffered by falling prey to their scheme. It is also stated that this suppression of facts relating to travel arrangements amounts to unfair trade practice as provided for in Section 2(47) (i)(b) has also is misleading advertisement under section 2(28) of CPA 2019 as it includes deliberately concealing important information.

17. It is further stated by the complainant that OP 1 merely booked air tickets and handled visa and insurance while the rest of the arrangements were handled by OP 2. In Sri Lanka, a subsidiary of OP 2 which is a different travel company with no relation whatsoever to the complainant handled the arrangements. It is stated that the OP 1 had given the impression that all these arrangements would be made by them but in reality, those arrangements were made by a different service provider.

18. The complainant has placed reliance on the decision of the Hon'ble Supreme Court in *Chief Administrator, HUDA Vs. Shakuntla Devi* (2017) 2 SCC 668 wherein the Hon'ble Court has stated "when quantifying the damages consumers forums are required to make an attempt to service end of justice so that compensation is awarded, in an established case, which not only serve the purpose of Resident re-compensate the individual, but which also at the same time, aims to bring about the quantity change in the attitude of the service provider".

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19. Reliance has also been placed on *Malay Kumar Ganguly Vs. Sukumar Mukherjee* (2009) 9 SCC 221 wherein it was held "loss of wife to a husband may always be truly compensated by way of monetary compensation". Reliance has also been placed in *Balram Prasad Vs. Kunal Saha* (2014) 1 SCC 384 wherein the Hon'ble Supreme Court deviated from the standard "multiplier method" a doctrine prevalent pursuant to the provision of MV Act and instead of awarding compensation based on the principle of just and fair compensation and considered factor such as inflation, loss of dependency and loss of future fitness.

20. It is stated by the complainant that the negligence of OP 1 & 2 had led to the tragic death of his son and his wife who is the mother of

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Complainant No.2. Complainants have sustained severe lifelong injury and mental trauma. Complainant1 is unable to walk normally and affected by severe trauma and finds it difficult to sleep and interact socially. The medical report of Complainant no. 1 is annexed as Annexure C-8.

21. It is further stated that complainant No.2 at the tender age of 12 weighs 110 Kgs. and is unable to lead a normal life and unable to take interest in school or other social activities. It is further stated that complainant could not even attend the funeral of his wife and son as he was hospitalized in Sri Lanka when the last rites were performed in Delhi. It is also stated that this incident has affected Smt. Kamlesh Vimal who is 82 years old, mother-in-law of Complainant 1 as she is physically and mentally challenged and was dependent on the father-in-law of the complainant No. 1, physically, mentally, and socially. It is stated even after two years of accident she often goes to greet her dead husband at a time when he would normally return home. Her daughter died in the same accident and her son resides in U.S. She is solely dependent on servants.

22. Complainant has annexed the pay slip of complainant's deceased wife as C-10 and her Aadhar Card as C-11 showing her age and as per the MACT formula worked out be Rs.6.95 Crores along with loss of livelihood future prospects, physical injury, mental trauma and refund of the amount paid for travel. The total comes to Rs.8.99 Crores.

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23. Reply has been filed by OP-1. In its reply, OP 1 has stated that the present complaint is a case of ill-fated and unfortunate accident which was beyond the control of OP 1 and is not a case of negligence or deficiency in service or unfair trade practice as alleged and portrayed by the complainant.

24. It is stated that OP 1 is disheartened, dismayed, and extremely saddened by the accident. It is stated that the car was in a good condition and was in regular use or permitted for services of passenger, the driver of the ill-fated car was a professional driver who had decades of experience of driving passenger vehicle and his competence was beyond question. It is stated that OP 1 cannot be held negligent when the car was provided in a good condition

permitted for the service of passenger and driving by a competent experienced, licensed driver.

25. It is stated that though OP 1 understands the grief, pain, suffering and agony that the complainant had to go through due to the ill-fated accident, however, OP 1 cannot be held responsible for any alleged deficiency as is sought by the complainant. It is further stated that OP 1 is in the business of tour and travels for several decades and such tragic accident is beyond the control of OP 1 despite due care and diligence. It is stated that the endeavor of OP 1 is always to make sure that the tours of the customers are memorable. It is stated that the accident cannot be described as deficiency or unfair trade practice on the part of the OP-1. It is stated that the complaint is devoid of any merit and is based on baseless allegations impermissible conjectures, inferences and surmises and does not disclose any cause of action against OP 1 solely or partially. It is also stated that the amount claimed by the complainant is misconceived, based on frivolous contentions beside being imaginary and preposterous and in any event excessive, inflated and exaggerated. It is stated that compensation has to be awarded based on well recognized legal principles governing the award and quantification of damages for compensation.

26. As the OP 1 has categorically denied that the complainant was not aware that the services which were to be provided to him in Sri Lanka would be provided only and solely through OP 1 but through other service providers. In this regard, the OP 1 has placed reliance on "scope of activity" under the terms and conditions wherein it is stated.

We are travel agents and holiday organisers only. The role of the company is that of an agent of the client to secure proper services for the tour from the independent contractors and service providers such as the airlines, shipping company, hotels, coach etc. We do not control or operate any airline, neither do we own or control any shipping company coach or coach company, hotel transport or any other facility or service mentioned in this brochure. We take care in selecting all the ingredients in your holiday; but because we only select them and have no control in operating them, we cannot be responsible for any injury death loss or damage which is caused by the act or default or omission of the management or employees of any hoteliers, airlines, shipping company coach owner /coach operator who are the

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company's independent contractors arising outside are normal selection process

27. On merits, it is stated by OP 1 that their ground handler/ agent i.e. OP 2 introduced OP 1 but its subsidiary/sister/associate company in Sri Lanka i.e. Red Apple Travel and Holiday Lanka Pvt. Ltd. and accordingly OP 1 appointed them to provide the ground handling services i.e. booking of hotel, site seeing, transportation for OP 1 patron in Sri Lanka.

28. It is also stated that this Red Apple Travel Company has been providing its services to the customers of OP 1 since 2016 and has an impeccable, unblemished record with respect to services provided by them to the customers of OP-1.

29. It is denied by OP 1 that they neglected in rendering proper services to the complainant and their family members as alleged at all. It is denied by OP 1 that the complainant due to the act of omission/commission of OP 1 have suffered irreparable loss, physical injury, and severe mental trauma. It is further stated that OP 1 agrees with the contention of the complainant that OP 1 is *"the leading integrated travel services company in the country; and is a recipient of various awards"*. It is denied by OP 1 that they had lured the complainant in any way.

30. It is stated by OP 1 that air tickets, hotel booking vouchers were sent on 20.12.2019 i.e. two days prior to the date of departure cannot be ground for any grievance as the hotels and the services were already booked as per discussions. It is stated that OP 1 generally hands over documents to its passenger just a few days before the tour date. It serves as a reminder to the traveling passenger and gives a window for accommodating last minute changes in the tour itinerary as per the preference of the customer.

31. It is stated by OP 1 that since 2012 OP 1 have been hiring the services of OP 2 and appointed as destination management company and various other destinations also to provide the services to their customers without any complaint.

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32. It is stated by OP 1 that booking form and the terms and conditions were duly signed by the complainant after going through the same signifying their acceptance. It is denied by OP 1 that the complainant was not aware about the services which would to be performed and to be provided to the complainant in Sri Lanka. It is stated that the complainant was well aware that his stay has been booked as per his choice and preference. Copy of the booking form and the terms and conditions sent by the complainant are annexed as annexure-A.

33. It is stated that the complainant-1 was sent and have accepted the terms and conditions cannot contend that the vouchers showing the name of OP 2 as its supplier were provided on the last minute or that the complainant had any other option but to proceed with care. It is stated that the complainant never questioned or objected to the same in order to seek any clarification, having duly accepted it. The OP has denied that there is any unfair trade practice or any shoddy services on their part. They have also not denied that they have a relationship with Red Apple Travel & Holidays Sri Lanka which a subsidiary of OP-2. In fact, OP 1 had availed the services of OP-2 through its subsidiary for customers in Sri Lanka and other international destinations. It is denied that they have concealed any information.

34. It is stated by the OP 1 that on the first day of tour the complainant had utilized the services of the driver for site seeing and did not notice/complained of any rash or negligent driving by the driver and no complaint was received by OP-1. It is stated that the transportation was handed by ground handlers i.e. agent Red Apple Travels & Holiday. It is stated that accident does not imply presumption of negligence. Accident does not ipso facto mean negligence on the part of driver as an unfortunate accident does not amount to negligence.

35. In their rejoinder, the complainants have mostly denied the averments made by the OP in their reply. It is stated that the accident is an act of negligence and deficiency in services is writ large and speaks for itself. It is stated that had OP 1 & 2 conducted itself in professional and careful manner there would be no accident which devastated the family and life of the complainants. It is also stated by the complainants that the car provided to them was for personal

use of the driver of the vehicle or the owner and it was not a taxi or a commercial vehicle for vehicle owned by OPs to ferry the customers who took travel package from the said OPs.

36. It is further stated that the driver was far above the retirement age of his counterparts in the Government and had a limp which may have been caused due to prior medical or accidental reasons and which casts a shadow on his medical fitness to drive a vehicle and that too on long distances and highways.

37. It is denied that terms and conditions especially those in small prints were explained to Complainant no. 1 before he signed he booking form except choice of hotels. It is stated that all such travel companies/agencies only explained the travel itinerary before the date of departure, arrival and return as well as the cost. Rest is neither disclosed nor discussed. It is further stated that the OP 1 only highlighted existing holiday and did not highlight the "Scope of activity" that they will appoint an agent or a ground handler who will make all the arrangements and that OP-1 is only responsible for the tickets, visa and insurance as was stated by the OP 1 in their reply to the legal notice. It is further stated even otherwise, as per the 'scope of activity' OP is responsible for securing proper services from independent contractors and service providers selected by the OP. It is OP 1 who selects and appoints its agents to provide services on behalf of OP-1. Hence if there is any misconduct or act of negligence or deficiency in service by the said agents OP 1 shall be responsible for all such acts. It is further stated that this is not a case where the complainant suffered mental and physical pain and trauma due to their own conduct or act but on account of the act of negligence and deficiency in service as well as unfair trade practice on the part of the OPs.

38. It is stated by the complainant that at the last minute before departure Red Apple Sri Lanka was mentioned as supplier and when Complainant 1 spoke to OP 1 on this issue he was re assured that the said OP 1 was itself making the arrangements and were directly involved in all the arrangements.

39. The complainant has also denied that OP 1 has acquired a reputation for itself in the trade and it is stated that as per the information available OP 1 has gone into liquidation and bought over by a new management. It is reiterated that the negligence and

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deficiency of OP 1 have caused lifelong damage to the complainants. It is stated by the complainant that OP 1 cannot shrug off its responsibility of ensuring the medical fitness of the driver and his ability to drive safely even though it had outsourced the assignment as he is the principal of the agent i.e. OP-2 and service provider to the complainant.

40. It is denied by the OP that they had utilised the services of driver for site seeing on the earlier day it is stated that they did not go out for site seeing as per the itinerary and there were some issues related to the hotel which was sorted out by the complainants. The complainant has placed reliance on the What'sApp chat between him and official of OP 1 which is annexed as Annexure C-13. It is stated that "facts speak for themselves" and establishes inadequacy of services.

41. It is stated by the complainant that driving license was valid for a period of 10 years and in case the driver had a license before getting physically weak he may still continue to have the license unless the license is revoked. It is stated by the complainant that in reply to the legal notice it has been clearly mentioned that the car used was owned by an individual and which was in regular service in ferrying tourists long distances and on highways. It is also stated that the responsibility of the accident was put on the driver by the police. It is stated that the container carrier was hit from behind with such velocity and speed which is clear from the photographs of the two vehicles taken after the accident and which clearly indicate the rashness and negligence of the car driver.

42. It is stated that it is clear from evidence that the highway was almost deserted at that time and the car was being driven in the middle lane of the three lanes on the left side of the six lanes highway and it has smashed into the right side of the container carrier which was in the first lane which is indicative of rashness at which car was being driven as also the medical condition of the driver. It is stated by the complainant that there was gross negligence in the selection of the driver due to over age and suffering from a physical disability and failure to select a car from a regular operator. The complainant has reiterated that the multiplier method is applicable to such cases in which death/injury has resulted.

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This Commission has gone through the entire material on record and have heard the oral arguments at length of complainant and OP 1. OP 2 was proceeded exparte vide order dated 03.11.2022.

The driver of any vehicle has a duty to drive the vehicle safely and any driver violating this duty is stated to be driving negligently. Though the OP1 in their reply to the legal notice have stated that there is no evidence of any alleged recklessness or negligence as alleged. However in the present case apart from the fact that the document filed by the police mentions that there was careless driving by the driver, the pictures taken from the spot itself speaks volumes about the way the vehicle was driven by the driver and does not require further proof of negligence. Therefore, in the present case the principle of *res ipsa loquitur* applies. *Res Ipsa Loquitur* is a rule of evidence and operates in the domain of civil law especially in cases of torts and helps in determining the onus of proof in actions relating to negligence. In the instant case negligence is evident and the principle of *res ipsa loquitur* is applicable.

The photograph of the accident exhibits that the driver of the ill-fated vehicle rammed into another vehicle from behind without any provocation, therefore there was breach of duty from his side. The vehicle carrying the complainants rammed the stationary vehicle from behind which establishes that the driver was negligent in driving the vehicle. In the case of *A.S. Mittal v. State of U.P.* AIR 1989 SC 1570 the Hon'ble Supreme Court quoted *Street on Torts* (1983) (7th Edn.) wherein it was stated that the doctrine of *res ipsa loquitur* was attracted : "...Where an unexplained accident occurs from a thing under the control of the defendant and medical or other expert evidence shows that accidents would not happen if proper care were used, there is at least evidence of negligence for a jury."

It can safely be concluded that the driver of this vehicle was negligent causing the accident following which the complainant lost his wife, his young son, his father-in-law and the complainant and his daughter was badly injured. The family members of the complainant were cremated and the complainant was so grievously injured that he could not attend their funeral and was forced to be stuck in a hospital and had no one to care for him and his injured daughter.

Undisputedly, the OPs in this case are in the relationship of principal and agent and necessarily the principal is responsible for the acts of its agent both, good and bad. The agent i.e OP 2 at the behest of OP1, in the present case passed on its responsibility to a driver to drive the vehicle carrying tourists. Hon'ble NCDRC in order passed on 15.04.2002 in *Indian Airlines vs S N Seth* F.A No. 495/1997 has held

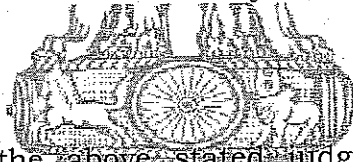
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If for any negligent act of agent loss is caused to the third-party principal is certainly liable

Guided by this judgment, this Commission is of the view that there is negligence/ deficiency on the part of the OPs on account of the negligence of the driver hired by them and OP1 cannot be allowed to escape its responsibility and corresponding liability by stating that it was merely booking the places etc at the behest of the complainant. Therefore, both OPs are held deficient in providing services to the complainants.


Hon'ble Supreme Court in Mathew Alexander V. Mohammed Shafi, Criminal Appeal No. 1931 of 2023 in the context of compensation being granted by Motor Accidents Claim Tribunal have held that the standard which applies for fixing criminal liability are different than for grant of compensation.

"A holistic view of the evidence has to be taken into consideration by the Tribunal and strict proof of an accident caused by a particular vehicle in a particular manner need not be established by the claimants. The claimants have to establish their case on the touchstone of preponderance of probabilities. The standard of proof beyond reasonable doubt cannot be applied while considering the petition seeking compensation on account of death or injury in a road traffic accident."




Keeping in view the above stated judgment, though the trauma undergone by the complainants in terms of losing the companionship of his wife/mother, the loss of support of just turned adult son/brother and loss of his father in law/grandfather cannot be measured in terms of money yet ends of justice may be served by directing the OPs to jointly and severally pay compensation of Rs. 50 lakhs to the complainant within three months from the date of receipt of this order failing which both the OPs would be further liable to pay a sum of Rs. 10 lakhs to the complainant.

File be consigned to the record room after giving copy of the order to the parties as per rules.


(Kiran Kaushal)
Member


(U.K. Tyagi)
Member


(Monika A Srivastava)
President