

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

**Complaint Case No. CC/87/2023
(Date of Filing : 10 Mar 2023)**

1. Mr. Tanuj Pratish Batavia

S/o Mr. Pratish Batavia, Aged about 29 Years R.at Flat No.305,
Prestige Richmond Apartments.No.46/3, Lalbagh
Road,Bengaluru-560027

2. Mrs. Karina Nitin Shah,

W/o Tanuj Pratish Batavia. Aged about 29 Years, Both are R.at
Flat No.305, Prestige Richmond Apartments.No.46/3, Lalbagh
Road,Bengaluru-560027

.....Complainant(s)

Versus

1. M/s. Go Airlines (India) Limited

Having its registered office at C/o, Britannia Industries Limited
A-33, Lawrence road, Industrial Area,New Delhi-110035,Also
at C-1, Wadia International Center, Panduranga Budhkar
Marg,Worli, Mumbai-400025 Rep by its Director, Mr. Nusli
Ness Wadia

.....Opp.Party(s)

BEFORE:

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

PRESENT:

Dated : 23 May 2024

Final Order / Judgement

Complaint filed on:22.02.2023

Disposed on:23.05.2024

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

DATED 23RD DAY OF MAY 2024

PRESENT:-

SMT.M.SHOBHA

: PRESIDENT

B.Sc., LL.B.
SMT.K.ANITA SHIVAKUMAR **MEMBER**
M.S.W, LL.B., PGDCLP :

COMPLAINT No.87/2023

| | | |
|-----------------------|----------|---|
| COMPLAINANT | | <p>Tanuj Pratish Batavia, S/o. Mr.Pratish Batavia, Aged about 29 years.</p> <p>Mrs.Karina Nitin Shah, W/o. Tanuj Pratish Batavia, Aged about 29 years, Both are R/at Flat No.305, Prestige Richmond Apartments, No.46/3, Lalbagh Road, Bengaluru 560 027.</p> |
| | | (Mr.Rishi S Chugh, Advocate) |
| OPPOSITE PARTY | 1 | Go Airlines (India) Ltd., |

| | |
|--|---|
| | <p>A company registered under the provision of the companies Act 1956,</p> <p>Having its regd. Office at C/o. Britannia Industries Ltd., A-33,</p> <p>Lawrence Road, Industrial Area,</p> <p>New Delhi 110 035.</p> <p>Also at</p> <p>C-1, Wadia International Center,</p> <p>Panduranga Budhkar Marg, Worli,</p> <p>Mumbai 400 025.</p> <p>Rep. by its Director Mr.Nusli Ness Wadia.</p> |
| | <p>(Exparte)</p> |

ORDER

SMT.M.SHOBHA, PRESIDENT

1. The complaint has been filed under Section 35 of C.P.Act (hereinafter referred as an Act) against the OP for the following reliefs against the OP:-
 - a. Direct the OP to refund Rs.54,724/- with interest at 24% p.a., from the date of payment till the date of repayment.
 - b. Direct the OP to pay Rs.2,00,000/- towards mental agony and pain suffered by the complainants.
 - c. Direct the OP to pay Rs.25,000/- towards cost of litigation.
 - d. Any other reliefs that this Hon'ble Commission deem fit.

2. The case set up by the complainant in brief is as under:-

The complainants husband and wife and their marriage was solemnized on 07.02.2020 at Bangalore. Due to on slight of covid pandemic in the year 2020 the complainants were unable to plan and organize their honeymoon at that time. Subsequent thereto upon observing a slowdown in the number of covid 19 cases and enforcement of proper safety norms the complainants have decided to plan and organize their honeymoon vacation in February 2022 with their decided destination at Havelock Island, port blare Andaman India.

3. It is further case of the complainants that on 10.02.2022 the complainant made booking of their flight and romantic getaway resort package at High premium costs. They have booked their flight with the OP for a round trip between Bangalore and Port Blair and in this regard the complainants have paid a collective sum of Rs.25,232/-.
4. As per the bookings the departure from Bangalore was 12.02.2022 by Indigo Airlines and arrival at port blare at 12.30 hours. Departure from Port Blair on 19.02.2022 by way of Go air flight and arrival at Bangalore 16.25 hours. The complainants have made their booking for the period between and including 12.02.2022 to 19.02.2022 at the package comprised of an Itinerary having several activities planned as well as optional. The complainants required to make advance payments at the time of their booking package and they had pre-booked there to and fro commute between airport at port blare and their resort at Havelock Island, which included a drive from the airport terminal to the ferry terminal at port blare in a premium vehicle and a ferry to their resort situated at the Havelock island.
5. It is further case of the complainant that they also booked highly premium activities such as open water course (Scuba Diving) for the complainant No.2 and scuba diving with other allied activities for the complainant No.1. The said bookings for the activities were made at the resort namely Barefoot Scuba situated at Havelock Island, wherein the complainants have resided from 12.02.2022 to 16.02.2022.
6. In view of the fact that the complainants were performing Scuba Diving activates they would require to go deep underwater and swim in the presence of high water pressure, it is always advisable for divers not to board an airplane or commercial flight thereafter for about 2 days in or for the body to acclimatize itself for regular terrestrial pressure and gravity levels prior to taking flight. The complainant made the booking for the dates between 16.02.2022 and 19.02.2022 which meant 3 nights and 4 days, and they have paid additional sum of Rs.60,180/- which may be alternatively calculated at Rs.20,060/- per night.
7. The main grievance of the complainant is that while the complainants were at the Barefoot Resort they have received email message to their shock and surprise. As per the message the OP has rescheduled their journey of the complainant and the flight departing on 19.02.2022 at 8.40 hours from Port Blair and will arrive Bangalore at 11.30 hours.
8. After received the message regarding reschedule of their flight less than 24 hours prior to the new departure time they have made several attempts to contact the OP. on the contact information in order to opt for rescheduling of their flight possibly on 20.02.2022 in order to ensure that the complainants could avail all the facilities and activities that they had already booked and prepaid and also not to suffer any losses in this regard. But the complainants could not contact the OPs as there was no personally on behalf of the OP available to assist the complainants to alter and reschedule their booking. In view of this

the complainants missed an entire day of their honeymoon and also hurriedly arranged for alternative living arrangements in Port Blair for the night the complainants have paid additional cost of Rs.3,168/- as they had to make another booking for the ferries on 18.02.2022.

9. The complainants had advance booked and prepaid for activities for 18.02.2022 being relaxing massage at Spa for two and snorkeling which they could not avail on account of the modification of their flight schedule by the OP in an improper manner and they had paid an amount of Rs.15,000/- towards the same.
10. In view of this both the complainants are being deeply aggrieved by the deficiency in service and unfair trade practice of the OP, have sent email messages for the inconvenience suffered by them on account of the actions of the OP. For this the complainants received a mere apology with no indication regard for consequences. The OP have not at all made any arrangements in view of flight cancellation or rescheduling policy they have to make alternative flights for the same sector and they have to make reaccommodation and waive of the rebooking and they have to make the full refund for the booking.
11. In this complaint the OP had preponed the flight from 13.35 hours on 19.02.2022 to 8.40 hours on 19.02.2022, had intimated the complainants less than even 24 hours prior to revised schedule. The attempts made by the complainants to contact the OP to reschedule their flight was not possible due to the nonreply from customer service and care helpline of the OP. this the gross violation of guidelines laid down by the Directorate general of Civil aviation, Government of India. The OP is guilty of deficiency in rendering service and unfair trade practice and also caused mental agony and made them to meet the large additional unwarranted expenses and also loss of genuine experience. Hence the complainants have filed this complaint.
12. Though notice was served on the OP, they have not appeared before this commission, hence OP placed exparte.
13. Though sufficient time was given to the complainant, they have not appeared before this commission and not adduced their evidence or arguments. Hence affidavit evidence and arguments of complainant is taken as nil.
14. Perused the complaint and documents furnished by the complainant.

15. The following points arise for our consideration as are:-

1. Whether the complainant proves deficiency of service on the part of OP?
2. Whether the complainant is entitled to relief mentioned in the complaint?
3. What order?

16. **Our answers to the above points are as under:**

Point No.1: Affirmative

Point No.2: Affirmative in part

Point No.3: As per final orders

REASONS

17. **Point No.1 AND 2:** These two points are inter related and hence they have taken for common discussion. We have perused the allegations made in the complaint, and documents. In spite of issue of notice, the OP remained absent. Hence OP neither challenged the allegations made in the complaint and also documents and they remained unchallenged.
18. The complainants are also failed to lead their oral evidence. Hence this commission has to pass orders only on the basis of the available allegations made in the complaint and documents produced by the complainants.
19. The complainants have produced the marriage certificate in order to show that they are husband and wife. They have produced air tickets to show that they have booked the flight on 12.02.2022 and 19.02.2022. They have produced the document No.3 receipts for having booked the activities. They have produced the tax invoice document NO.4 for having booking at Barefoots Scuba Resorts. Document NO.5 is the letter for having reserved the accommodation at Barefoot at Havelock resort. Document No.6 is the email received by the complainant for reschedule of the flight on 18.02.2022. Document No.7 and 8 are the screen shots of call logs for contacting toll free numbers and IVR number of the OP. Document NO.9 is the copy of the return Ferry ticket, Document NO.10 is the new return Ferry tickets. Document No.11 is the hotel booking receipt at Port Blair and document No.12 and 13 are the email address to the customer service of OP and reply of OP.

20. The main grievance of the complainants are that they have booked the OP flight on 12.02.2022 and 19.02.2022. The OP have rescheduled their flight timings, suddenly on 18.02.2022 by sending the message. When the complainants have tried to contact the OP persons, there was no response. They would have been more happy to fly on Sunday i.e., 20.02.2022 at 8.40 AM. Due to the no response from the OP they have wasted one night at a room and paid an additional amount of Rs.60,000/- +. They have incurred additional cost around Rs.2,880/- to stay at Seascape hotel in Port Blair. They have to reschedule their ferry tickets from 19.02.2022 to 18.02.2022 at a cost of Rs.3,000/-. They are forced to cancel all their planned activities for 18.02.2022 in Havelock Island. In view of this they were displeased with the unusually long wait time. In view of the reschedule of the flight they have to pack, checkout and go to the ferry so as to leave Havelock Island immediately and they have no time to follow up with this OP by calling again and again.
21. In support of their contentions the complainants have relied on mail communications. The OPs have not at all made any arrangements except sending the message they are regret for the inconvenience.
22. The complainants went to the Havelock Island, Port Blair and Andaman to enjoy their honeymoon trip as they could not go out after their marriage on 07.02.2020 due to covid 19 pandemic. It is clear from the documents and the allegations made in the complaint that the OPs have rescheduled the flight by sending message on 18.02.2022 even though the complainants departure date was fixed on 19.02.2022. In view of this they were forced to cancel the other bookings made by them for their scuba diving, snorkeling and other activities. In view of this, they are depressed as they could not undergo the activities chosen by them in view of the reschedule of the flight timings by the OP by giving short notice. Even though the complainants tried to contact the OP they are unavailable and they have not made any alternative arrangements for the complainants to leave the place comfortably after doing all the activities booked by them in those Islands.
23. The OP should not collect the additional cost and made arrangements for those customers who wish to travel on alternative days other than the mentioned or recommended by the OP and they have to waive off the rebooking and convenience fee and they have to make a full refund for the booking in the mode of payment in which the booking was received.
24. The OPs have not made any alternative arrangements or they have refunded the booking charges even though they have reschedule the flight by preponing the fixed dates within a short time span of less than 24 hours. In spite of service of the notice the OPs have remained absent and they have not at all challenged the allegations and documents produced by the complainants there is no reason to disbelieve the complaint and documents. Hence the complainants are entitled for the relief. The OPs have committed deficiency of service and they are also negligent in making alternative arrangements to the complainants. Under these circumstances the OPs are liable to refund Rs.54,724/- spent by the complainant for return journey. The OPs are also liable to pay a compensation of

Rs.20,000/- for mental agony and pain and the disappointment suffered by the complainants and Rs.10,000/- towards litigation expenses. Hence we answer point No.1 in affirmative and point No.2 partly in affirmative.

25. **Point No.3:-** In view the discussion referred above we proceed to pass the following;

ORDER

1. The complaint is allowed in part.
2. OPs are directed to pay Rs.54,724/- with interest at 10% p.a., from the date of receipt till the date of repayment.
3. OPs are further directed to pay compensation of Rs.20,000/- with litigation expenses of Rs.10,000/- to the complainant.
4. The OP shall comply this order within 60 days from this date, failing which the OP shall pay interest at 12% p.a. after expiry of 60 days on Rs.54,724/- till final payment.
5. Furnish the copy of this order and return the extra pleadings and documents to the parties.

(Dictated to the Stenographer, got it transcribed and corrected, pronounced in the Open Commission on this 23RD day of MAY 2024)

(K.ANITA SHIVAKUMAR)

MEMBER

(M.SHOBHA)

PRESIDENT

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

NIL

Documents produced by the representative of opposite party – R.W.1;

NIL

(K.ANITA SHIVAKUMAR)

MEMBER

(M.SHOBHA)

PRESIDENT

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

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