

**Date of filing: 19.06.2023**  
**Date of Disposal: 14.06.2024**

**BEFORE THE III ADDITIONAL BANGALORE URBAN  
DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, BENGALURU - 560 027.**

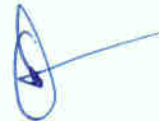
**DATED THIS THE 14<sup>th</sup> DAY OF JUNE, 2024**

**CONSUMER COMPLAINT NO.162/2023**

**PRESENT:**

**SRI. SHIVARAMA K : PRESIDENT**  
**SRI. CHANDRASHEKAR S NOOLA : MEMBER**  
**SMT. REKHA SAYANNAVAR : MEMBER**

1. Smt. Sujana Sathendran  
W/o. M.Sathendran  
Aged about 66 years,  
Address at 868, 3<sup>rd</sup> Cross,  
7<sup>th</sup> Main, HAL 2<sup>nd</sup> Stage,  
Indranagara, Bengaluru-560008.
2. Smt. Chethana Dev Anand  
W/o. Dev Anand,  
Aged about 59 years,  
No.1015, 13<sup>th</sup> Main, 3<sup>rd</sup> Cross,  
Indiranagar, Bengaluru East,  
HAL 2<sup>nd</sup> Stage, Bengaluru-560008.



3. Smt. Varunavi Alva  
D/o. Vijaya Krishna Alva  
Aged about 12 years (Minor)  
(Rep by her mother Raksha Alva)  
Address at 3156, 12<sup>th</sup> Main,  
Near ESI Hospital, Bengaluru North,  
HAL 2<sup>nd</sup> Stage, Bengaluru-560008.
4. Smt. Vrinda.K. Alva,  
W/o. Kiran Kumar Alva,  
Aged about 54 years, No.3156,  
12<sup>th</sup> Main, ESI Hospital, HAL 2<sup>nd</sup> Stage,  
Indiranagar, Bengaluru-560008.
5. Smt. Shruthi Shankar  
W/o. Shankar Rajashekhar,  
Aged about 53 years,  
Address at No.37, Yellappa  
Apartment, Behind Manipal Centre,  
Ulsoor, Bengaluru North,  
Sivan Chetty Gardens-560004.  
(Dr.G.Sukumaran, Advocate)

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**COMPLAINANTS**

V/s

1. Clear Trip Pvt Ltd.,  
9<sup>th</sup> Floor, Tower-A,  
Embassy Tech Village,  
Outer Ring Road,  
Devarabeesanahalli, Bellandur,  
Bengaluru-560103.
2. Air India Ltd  
K.Block, Unity Buildings,  
J.C. Road, Bengaluru-560002.  
(Sri.Prashantha.M.S,Advocate)

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**OPPOSITE PARTIES**

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**// JUDGEMENT //****BY SRI. CHANDRASHEKAR S NOOLA, MEMBER**

This complaint is filed by the complainant under section 35 of the Consumer Protection Act 2019. The complainant prays this commission to direct the opposite party to refund the entire Air India ticket amount of Rs.46,580/- and to pay the entire Indigo flight ticket amount of Rs.1,06,660/- and a compensation of Rs.50,000/- for mental agony, tension, and negligent act of the opposite party.

**The brief facts of the case are as under:**

The complainants Mrs. Sujana Sathendran, Mrs. Chethana Dev Anand, Mrs.Varunavi Alva, Mrs.Vrinda K. Alva, and Mrs. Shruthi Shankar filed this case against the opposite party No.1 Cleartrip Private Limited and opposite party No.2 Air India Limited. The complainants state that on 18.03.2023 had purchased five tickets of Air India Airlines from Bangalore to Male, Maldives trip scheduled on 15.05.2023 departure time at 2.05 pm through an online ticket booking portal that is [www.cleartrip.com](http://www.cleartrip.com).

2. The complainant states that the total amount paid for the trip from Bangalore to Male was Rs.46,580/- for five tickets. The complainant states that on 15.05.2023 when the complainants at 8.00 am tried to do an online check-in but were not able to get through to the Air India online check-in.



So, they contacted the Clear trip personnel, and they were advised to check in physically at the Bangalore airport itself and when the complainants reached the Bangalore airport and presented the aboard set tickets at the Air India ticket counter and much to their surprise and shock the personnel at the Air India ticket counter informed them that the flight has been cancelled.

**3.** The complainants requested the Air India personnel to accommodate them on an alternative flight as all holiday plans were made to Malein Maldives. However, the Air India personnel were very rude, unapologetic and blatantly said that Air India does not have an understanding with any other airline. Hence, it was not possible to accommodate the complainants on an alternative flight to Maldives on 15.05.2023. However, the Air India personnel promised to refund the aboard set ticket cost of Rs.46,580/- which was endorsed on the ticket stating eligible for full refund with Air India seal and signature on it.

**4.** The ticket on which the Air India personnel endorsed with the refund enclosed and the complainants states that neither Air India airlines nor Clear trip had the common sense and courtesy of informing passengers about the cancellation of its flight Maldives scheduled for 15.05.2023 which they were supposed to inform the passengers at least two weeks before the scheduled date of the flights and a choice of refund or alternate flight should have been offered to the complainants which the airlines failed to do.



5. The complainants had already done booking for hotels and made a holiday plan scheduled for 15.05.2023 and they were afraid that they would lose all the money and holiday and other activities if they do not adhere to the scheduled time. Hence, in the fear of losing money on other bookings made at Male, Maldives and running out of time found out that there was an Indigo flight which was departing at 1.05 pm on the very same day to Male and finally the complainants having no other option purchased tickets for the above said Indigo flight after making two Google payments and each of Rs.1,06,660/- the Indigo flight ticket is enclosed.

6. The complainants state that they have been communicating with both Air India and Clear Trip at various dates through phone and email asking them to refund the amount of Rs.46,580/- spent towards booking of their Air India flight on 15.05.2023 and also asking them to pay the amount spent to purchase the Indigo flight tickets at the airport which is Rs.1,06,660/-. However, both Air India and Clear Trip are just blaming each other and till today neither of them has refunded the Air India ticket amount along with the Indigo ticket amount. Hence, under these circumstances, the complainant having no other alternative remedy filed this case in this commission.

7. The opposite party No.2 denies the allegations made by the complainant and states that on 18.03.2023, the complainants booked five tickets of Air India Airlines from





Bangalore to Maldives dated 15.05.2023 with a departure time of 2:05 pm through opposite party No.1, which is an online ticket booking portal. The amount was collected, and the ticket was issued by the opposite party No.1 with PNR No. 663 CQB. The opposite party No.2 states that the flight from Bangalore to Male was not cancelled but that there was no flight scheduled to Male on 15.05.2023 at 2:00 pm.

8. The opposite party number two has suspended its flight operations from Bangalore to Male and back with effect from 14.04.2023. The opposite party No.2 produced a document copy of the ex-Bangalore summer schedule effective from 26.03.2023. The tickets booked by the complainants were stamped for a refund, and opposite party No.2 had already refunded the ticket amount to opposite party No.1 on 21.07.2023.

9. Since the flight to Male has been discontinued with effect from 14.04.2023, the question of cancellation of the flight alleged to be scheduled on 15.05.2023 does not arise, and the answering opposite party No.2 is not responsible or liable for the tickets purchased by the complainant for travelling scheduled on 15.05.2023. Further, it is said that in cases where a refund of the ticket amount is to be made, the same needs to be refunded by the opposite party No.1, who then has to lodge a claim before the opposite party No.2. Upon receipt of confirmation from the opposite party No.1 of having refunded the ticket amount, such an amount would be disbursed to opposite party No.1. In this case, the opposite

party No.1 claimed a refund, and the ticket amount was refunded to opposite party No.1. Hence, there is no deficiency in service on the part of opposite party No.2.

**10.** The points that would arise for consideration are as under:

- i) Whether there is deficiency of service on the part of the opposite party?
- ii) Whether the complainant is entitle for the relief sought ?
- iii) What order?

**11.** Our findings on the aforesaid points are as follows:

**Point No.1:**In affirmative

**Point No.2:**partly in affirmative

**Point No.3:**As per the final order for the following;

### **REASONS**

**12. POINT NO.1& 2:-** The point No 1 & 2 are taken together in order to avoid repetition of facts. The complainant No.1 filed affidavit in the form of her evidence in chief and marked documents from Ex.P1 to Ex.P6 and opposite party No.2 filed affidavit evidence and marked documents from Ex.R1 to Ex.R4. The opposite party No.1 did not participate in the proceedings of this commission despite opportunity given to it, to defend the case. The complainants





paid Rs.46,580/- to the opposite party No. 1, which is an online platform that books air tickets for travelers on numerous airlines (Ex.P1). In this instance, opposite party No.1 ordered flight tickets for the complainants from Bangalore to Male on May 15, 2023. However, the opposite party No.2 cancelled flights from Bangalore to Male beginning on April 14, 2023. Due to the cancellation of the flight by the opposite party No.2, which was not communicated to the complainants by either opposite party No.1 or opposite party No. 2, the complainants were forced to pay an additional amount of Rs.60,080/- to Indigo Airlines, which charged Rs.1,06,660/- as flight charges on that specific day (Ex.P4). They travelled from Bangalore to Male on the same day to avoid losing money on hotel reservations and other activities in Male as well as avoiding having to cancel their already scheduled trip.

**13.** It is evident that opposite parties No.1 and 2 failed to notify the complainants of the flight cancellation in a timely manner, and the cancelled booking fee was not returned before the intended departure date. The opposite party No.2 states that it had refunded the cancelled air ticket amount to opposite party No. 1. No evidence is furnished to prove that the amount was transferred as received by the complainant. complainant ordered the Air tickets on March 18, 2023, for the journey to be performed on May 15, 2023, however the flights from Bangalore to Male were cancelled on April 14, 2023. Though the flights were cancelled on April 14, 2023,





neither the opposing party No.1 nor the opposing party No. 2 bothered to notify the complainants of the cancellation.

**14.** On the scheduled journey day, the complainants arrived at the airport and learned that the flights had been cancelled. They did not want to cancel the trip, so they got tickets with Indigo Airlines, paying higher prices due to the opposite party's lack of service. These factors constitute a deficiency of service by both parties. As a result, this Commission directs the opposite party No. 1 and opposite party No. 2 jointly and severally to pay the complainants a Rs.1,06,660/- with 9% interest from the date of booking, i.e., from 18.03.2023 until realization, as well as Rs.20,000/- for inconvenience and mental agony. Furthermore, Rs.10,000/- is awarded to cover the cost of litigation.

**15. POINT No.3:-** In view of the discussions made above, we proceed to pass the following;

### **ORDER**

The complaint is allowed in part. The opposite party No. 1 & 2 are jointly and severally liable to pay a sum of Rs.1,06,660/- with interest at the rate of 9% per annum from the date of booking i.e., from 18.03.2023 till realization and a sum of Rs.20,000/- towards mental agony and a sum of Rs.10,000/- towards litigation cost.



2. Failing to comply the order within 45 days the above said amount of Rs.30,000/- attracts 9% interest from the date of order till realization.

3. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

4. Supply free copy of this order to both the parties and return extra copies of the pleading and evidence to the parties.

(Dictated to the Typist to online computer and typed by her and corrected and then pronounced in the open Commission on **14<sup>th</sup> day of June, 2024**)

  
 14/06/2024  
 (Rekha Sayannavar) (Chandrashekhar S Noola) (SHIVARAMA K)  
 MEMBER MEMBER PRESIDENT

**//ANNEXURE//**

**Witness examined from the side of complainant:**

Smt. Sujana Sathendran, the complainant (PW-1).

**Documents marked from the side complainant:**

1. Five Air Tickets given by opposite party No.1 are together marked as Ex.P1.
2. Xerox copy of Five aadhar card are together is marked as Ex.P2.
3. Xerox copy of refund acknowledgment issued by opposite party No.2 is marked as Ex.P3.
4. Indigo flight booking tickets (Four) are together marked as Ex.P4.


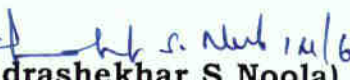
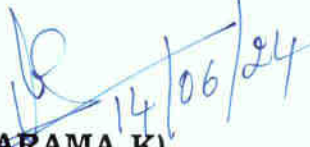
5. Xerox copy of G-pay Receipt (two) are together marked as Ex.P5.
6. Copy of E-mail communications is marked as Ex.P6.

**Witness examined from the side of opposite party:**

Sri. Anil Verghese Mathen, the Opposite party (RW.1)

**Documents marked from the side of Opposite Party:**

1. Xerox copy of letter of authorization is marked as Ex.R1.
2. Xerox copy of summer schedule of flights w.e.f. 26.03.2023 is marked as Ex.R2.
3. Xerox copy of Air Ticket issued in favour of complainant (5 Tickets) is marked as Ex.R3.
4. Xerox copy of refund status of the Ticket amount in favour of opposite party No.1 (5 Tickets) of Rs.3,500/- for each Ticket is marked as Ex.R4.

 14/06/2024.
  14/6
  14/06/24

(Rekha Sayannavar) (Chandrashekhhar S Noola) (SHIVARAMA K)  
 MEMBER MEMBER PRESIDENT



