

**CONSUMER DISPUTES REDRESSAL COMMISSION
KARANTHUR PO,KOZHICODE**

**Complaint Case No. CC/294/2023
(Date of Filing : 14 Jul 2023)**

1. VIVEK

36/433A,LAKSHMI NIVAS,THANEERPANTHAL,VENGERI
P.O,KOZHICODE-673010

.....Complainant(s)

Versus

1. CORPORATE OFFICE ,INDIGO AIRLINES
LEVEL-1,TOWER-C,GLOBAL BUSINESS
PARK,MEHRAULI,GURGAON ROAD,GURGAON-122002

2. REGD.OFFICE

UPPER GROUND FLOOR,THAPAR HOUSE,GATE
NO.2,WESTERN WING,124 JANPTH,NEW DELLHI-110001

3. THE MANAGER, INDIGO AIRLINES

DOMESTIC TERMINAL CALICUT AIRPORT P.O,CALICUT
AIRPORT ROAD,KARIPUR-673647

.....Opp.Party(s)

BEFORE:

**HON'BLE MR. P.C .PAULACHEN , M.Com, LLB PRESIDENT
HON'BLE MRS. PRIYA . S , BAL, LLB, MBA (HRM) MEMBER**

PRESENT:

Dated : 30 May 2024

Final Order / Judgement

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, KOZHICODE

PRESENT: Sri. P.C. PAULACHEN, M.Com, LLB : PRESIDENT

Smt. PRIYA.S, BAL, LLB, MBA (HRM) : MEMBER

Thursday the 30th day of May 2024

CC.294/2023

Complainant

Vivek,

S/o. Late P.R. Balakrishnan,

36/433A, Lakshmi Nivas,

Theneerpanthal, Vengeri. P.O,

Kozhikode – 673010

(By Adv. Sri. Anil. G)

Opposite Parties

1. **Corporate Office: Indigo Airlines,
Level – 1, Tower – C,
Global Business Park,
Mehrauli, Gurgaon Road,
Gurgaon - 122002**
2. **Indigo Airlines,
Reg. Office, Upper Ground Floor,
Thapar House, Gate No.2,
Western Wing, 124 Janpth,
New Delhi – 110001**
3. **The Manager,
Indigo Airlines,
Domestic Terminal,
Calicut Airport. P.O,
Calicut Airport Road,
Karipur, Kerala – 673647**

ORDER

By Sri. P.C. PAULACHEN – PRESIDENT

This is a complaint filed under Section 35 of the Consumer Protection Act, 2019.

2. The case of the complainant, in brief, is as follows:

The complainant and his aged mother booked ticket with the opposite parties for flight NO. 6E-7132 to fly from Kozhikode to Hyderabad with a return ticket to Kozhikode from Hyderabad in flight No. 6E-7124 by paying the amount as directed by the opposite parties. On 03/06/2023 the complainant and his mother travelled to Hyderabad in order to attend the ‘upanayanam’ of the

complainant's nephew. The checked baggage was booked - vide Tag No. 6E -926855. The baggage contained some gift items to be given to the upanayanam child. It contained 10 silk dhothies, 5 silk sarees, 5 ordinary dhothies and a gold ring. The upanayanam function was scheduled on 06.06.2023 onwards. Though the complainant and his mother had arrived Hyderabad, the baggage had not arrived. Even after waiting for 2 hours, they did not get the baggage. On reporting to the Indigo office, a Property Irregularity Report was prepared and issued to the complainant.

3. On 05/06/2023 the complainant was informed by the staff of the opposite parties that he could collect the baggage from a courier office. He was forced to travel 15 kms in order to collect the baggage. There is deficiency of service and unfair trade practice on the part of the opposite parties. The opposite parties kept mum without even an apology for their deficient service. The baggage received was in a damaged condition and some of the sarees and dhothies were badly damaged. The opposite parties are liable to compensate for the delay in the delivery of the baggage and for the deficiency of service. Hence the complaint to direct the opposite parties to pay an amount of Rs. 15,000/- towards deficiency in service and Rs. 50,000/- for the mental agony and inconvenience suffered.
4. The opposite parties were set ex-parte.
5. The points that arise for determination in this complaint are;

1)

Whether there was any deficiency of service on the part of the opposite parties, as alleged?

2) Reliefs

and costs.

6. PW1 was examined and Exts A1 to A4 were marked.
7. Heard.
8. **Point No.1:-** The complainant has approached this Commission with a grievance that there was delay in the delivery of the checked baggage and some of the items contained in the baggage were damaged badly and thereby there was deficiency of service and unfair trade practice on the part of the Indigo Airlines, for which, according to the complainant, they are liable to compensate him adequately.
9. PW1, who is none other than the complainant, has filed proof affidavit in terms of the averments in the complaint and in support of the claim. Ext A1 is the copy of the tax invoice, Ext A2 is the copy of the boarding pass, Ext A3 is the copy of the Property Irregularity Report and Ext A4 is the receipt for the collection of baggage from the courier service.
10. The evidence of PW1 stands unchallenged. The opposite parties have not turned up to file version. The opposite parties have not produced any evidence to disprove the averments in the complaint or to rebut the veracity of the documents produced and marked by the complainant. The case of the complainant regarding the delay in the delivery of the booked baggage stands proved through the testimony of PW1 and Exts A1 to A4.
11. The complainant has a grievance that some of the sarees and dhothies in the baggage were badly damaged. But the said allegation is not supported by any evidence. The damaged items are not produced before this Commission to show the genuineness of the allegation. In the absence of satisfactory evidence in support of the allegation, the complainant is not entitled to get any compensation on this count.

12. But as we have already stated, there was delay in the delivery of the booked baggage. The journey was on 03/06/2023 and Ext A4 shows that the baggage was delivered only on 05/06/2023. Moreover, the complainant had to travel 15 kms to collect the baggage from the courier office. Deficiency of service on the part of the opposite parties in this regard stands proved. Undoubtedly, the complainant was put to mental agony and inconvenience due to the delay in the delivery of the baggage and due to deficiency of service. The complainant deserves to be compensated adequately. Considering the entire facts and circumstances, we are of the view that a sum of Rs. 10,000/- will be reasonable compensation in this case. The complainant is also entitled to get Rs. 3,500/- as cost of the proceedings. The opposite parties are jointly and severally liable.
13. **Point No. 2:-** In the light of the finding on the above point, the complaint is disposed of as follows;

- a) CC.294/2023 is allowed in part.
- b) The opposite parties are hereby directed to pay a sum of Rs. 10,000/- (Rupees ten thousand only) as compensation to the complainant.
- c) The opposite parties are directed to pay a sum of Rs. 3,500/- (Rupees three thousand five hundred only) as cost of the proceedings to the complainant.
- d) The payment as afore stated shall be made within 30 days of the receipt of the copy of this order, failing which, the amount of Rs. 10,000/- shall carry an interest of 9% per annum from the date of this order till actual payment.

Pronounced in open Commission on this, the 30th day of May, 2024.

Date of Filing: 14.07.2023

Sd/-

Sd/-

PRESIDENT

MEMBER

APPENDIX

Exhibits for the Complainant :

Ext.A1 – Copy of the tax invoice.

Ext.A2 – Copy of the boarding pass.

Ext.A3 – Copy of the Property Irregularity Report.

Ext.A4 – Receipt for the collection of baggage from the courier service.

Exhibits for the Opposite Party

Nil.

Witnesses for the Complainant

PW1 - Vivek (Complainant)

Sd/-

Sd/-

PRESIDENT

MEMBER

True Copy,

Sd/-

Registrar.

Assistant

**[HON'BLE MR. P.C .PAULACHEN , M.Com, LLB]
PRESIDENT**

**[HON'BLE MRS. PRIYA . S , BAL, LLB, MBA (HRM)]
MEMBER**