

Date of Filing: 21.03.2023
Date of Order: 14.06.2024

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION –
I, HYDERABAD
P r e s e n t

HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT
HON'BLE MRS. D. MADHAVI LATHA, MEMBER

On this the Friday, the 14th day of June, 2024

C.C.No. 126/2023

Between:-

Karan Tibrewala, S/o Suresh Tibrewala,
Aged about 36 years, Occ: Business,
Resident of Durga Niwas 8-2-626/5/B1,
Road No.1, Opp to care Hospital,
Banjara Hills, Hyderabad, Telangana – 500034.

...Complainan

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AND

1. Singapore Airlines,
Rep. by its authorized signatory,
R/o: 6-3-1192/1/1, 104 First Floor,
White House, Block -A, Kundanbagh,
Hyderabad – 500016, Ph.No. 040 – 40369000.
2. Singapore Airlines,
Rep. by its authorized signatory,
R/o: Airline Office 11,
Level-E, Passenger Terminal Building,
Rajiv Gandhi International Airport,
Shamshabad, Ranga Reddy Dist,
Ph No. 040 66605550
3. Singapore Airlines,
Rep. by its authorized signatory,
R/o: The Westminster, 1st Floor 108,
Dr. Radhakrishna Salai Mylapore,
Chennai – 600004,
Ph No. 044 – 45921921
Email MAA_Feedback@singaporeair.com.sg
4. Singapore Airlines,
Rep. by its authorized signatory,
R/o New International Terminal Complex (NITC),
Chennai International Airport,
Chennai – 600027,
Ph No. 044 – 22566200, 044 – 22566202.
Email Id: airport_maa@singaporeair.com.sg
5. Singapore Airlines,
Rep. by its authorized signatory,
R/o: 2 Orchard Turn, # 4-05 ION Orchard Singapore,
238801, Singapore, Ph + 6562238888

6. Urban Trends,
Rep. by its authorized signatory,
R/o: No. 102, Sufi Chambers,
Road No.1, Banjara Hills,
Hyderabad – 500034,
Ph + 914042025875, + 919398285349.

...Opposite Parties

Counsel for the Complainant	: P.V. Jananai & Associates
Counsel for the Opposite party Nos. 1 to 5	: K. Raghava Ramana
Counsel for the Opposite party No.6	: Ex-Parte

O R D E R

(By HON'BLE MRS. D. MADHAVI LATHA, MEMBER
on behalf of the bench)

1. The Present Complaint is Filed under Section 35 (1) of the Consumer Protection Act, 2019 alleging deficiency in service on the part of the opposite parties and the complainant requesting this Commission:
 - *To direct the Opposite Parties No1 to 5 to pay a sum of rupees Rs.9,49,870 (Rupees Nine Lakhs Forty-Nine Thousand Eight Hundred and Seventy), which was incurred by Complainant and his family towards the entire trip from Chennai, India to Singapore and return to Hyderabad, India;*
 - *To direct the Opposite Parties No.1 to 5 to pay interest 18% per annum on Rs. 9,49,870/- from 12.05.2022 w till the date of realization by Complainant;*
 - *To direct the Opposite Parties No.1 to 5 to pay the Complainant an amount of Rs.50,00,000/- (Rupees Fifty Lakhs Only) towards damages for wilful negligence and deficiency of service;*
 - *To award costs and*
 - *To pass such other order or orders as the Honourable Commission deems fit and proper in the circumstances of the case.*

Brief facts of the case:

2. The case of the complainant is that he planned for a special family holiday to Singapore had booked four business class tickets vide PNR No. 6SDR8W for Rs. 2,02,840/- through Singapore Airlines (Opposite Parties No.1 to 5) for travel on 09.06.2022 via their travel agent Urban Trends, Hyderabad (Opposite Party No.6) (Ex. A1,2&3). It is submitted that on

09.06.2022, at Chennai Airport, their Covid-19 Sputnik V vaccination certificates were accepted by airline staff without objection, and they were cleared for travel to Singapore (Ex. A4). Upon arrival in Singapore on 09.06.2022, immigration officials objected to the complainant's wife's Sputnik V vaccination and denied her entry and informed as per rules complainant's wife should return to India. As the complainant could not leave his wife alone, since they were travelling with infant children including an 11-month-old baby consequently, the family decided to return to India together.

- 2.1.** Singapore Immigration placed the complainant, his wife, and their two children (aged 4 years and 11 months) in the IP Detention Room at Singapore Airport without providing return tickets to India. Despite their cooperation and pleas, they were kept in detention for several hours. Singapore Airlines staff member Mr. Gannu informed them he would return with details of their travel plan, but no information was provided. Consequently, the complainant booked four return tickets to Hyderabad for 10.06.2022 at 8:00 p.m. SST (PNR No. 6P36EZ) at a cost of Rs. 1,83,087/-. The tickets were booked through their travel agent, Urban Trends (Opposite Party No.6), who confirmed the booking via email. (Ex. A5,6,7& 8).
- 2.2.** Further it is submitted that the complainant informed Opposite Parties No.1 to 5 Airlines of their booking confirmation for return tickets to Hyderabad. Despite receiving a confirmation message, they were later informed via mobile (+919000033114) that the flight was overbooked and they would be accommodated on the next day's flight. Ex. A9). After repeated calls and pleas to Singapore Airlines, on 10.06.2022, the complainant and his family were finally booked on a return flight to Mumbai, due to unavailability of flights to Hyderabad. Before boarding, the complainant inquired about their luggage, which contained necessary food and medication. Despite assurances, their luggage was not available on arrival in Mumbai. It is submitted that the complainant, a diabetic, had to purchase all his medication and food for his 11-month-old baby. That a complaint was raised with Singapore Airlines, and their luggage was only received on 14.06.2022(Ex A 10) causing additional expenses. The complainant escalated the issue to Singapore Airlines on 18.06.2022, detailing the deficient service and negligence (Ex. A11). On 27.06.2022, Singapore Airlines acknowledged their negligence but refused

compensation (Ex. A 12). It is submitted that in Consequence on 28.07.2022 the complainant issued a legal notice demanding all trip-related expenses, including flight bookings, hotel reservations, local travel, food, and medicines. The notices were delivered to Opposite Parties No.1, 3, and 6 on 01.08.2022, and to Opposite Parties No.2 and 4 on 02.08.2022. The notice to Opposite Party No.5 was undelivered on both 04.08.2022 and 26.11.2022 (the same Legal Notice was once again sent). (Ex. A13 to 16) Despite receiving the notices, Opposite Parties No.1 to 3 did not respond or comply. The complainant attribute wilful negligence and deficiency in service and breach of trust on the part of OP 1 to 5 airline's seeks redressal from this Commission. Hence this complaint.

3. In the written version Opposite Parties 1 to 5 refute the allegations in the Complaint except those specifically admitted herein and require the Complainant to provide strict proof of all allegations. Non-response to any allegations does not imply acceptance. Opposite Parties allege that the Complaint is an abuse of process and should be dismissed summarily. Key facts for consideration is submitted that on 12.05.2022, the Complainant booked tickets for his family to travel on Flight SQ from Chennai to Singapore on 09.06.2022 at 23:15 hrs. Upon arrival in Singapore, immigration found the Complainant's wife's Sputnik V vaccine unrecognized by the Singapore government due to lack of WHO approval. Article 14(1) of the Singapore Airlines General Conditions of Carriage states that passengers should check local laws and requirements (Ex.B2). The Singapore Government website lists recognized vaccines, and the complainant failed to verify this information, leading to the detention. Opposite Parties deny negligence, stating they are not responsible for checking each passenger's vaccine status. They submitted that a tracer action located the complainant's missing baggage, which was returned without protest on 14.06.2022. On 18.06.2022, the complainant sought compensation through email. In feedback dated 27.06.2022 opposite parties apologized but emphasized that it was the complainant's responsibility to check local laws. During the pandemic, passengers are expected to familiarize themselves with travel guidelines to avoid inconvenience. Allegations that the family was not provided with food, water, etc., in the IP Detention Room are denied, as these are provided by Singapore Immigration, not the airline. opposite parties refer to Article 33(1) of the Third Schedule to the Carriage by Air (Amendment) Act 2009, stating: "An action for damages must be brought in the territory of one of the State

Parties, either before the Court of the domicile of the carrier, its principal place of business, or where the contract was made, or at the place of destination." The airline, as the flag carrier of Singapore, argues that this Commission lacks territorial jurisdiction since their principal place of business is in Singapore. Opposite Parties pray for the Complaint to be dismissed with exemplary costs as it is devoid of merit and lacks bona fides.

4. Having been served with notice on 08-04-2023 opposite party No.6 did not appear and set ex-parte vide docket order dt.23-05-2023.
5. The Complainant filed evidence affidavit and marked documents Ex. A1 to A16. Opposite parties 1 to 5 filed evidence affidavit and marked documents Ex. B1 & B2. Both side Counsels filed their respective written arguments and citations. Heard both the counsels.
6. Upon reviewing the evidence on record, including affidavits and documentary evidence by both the parties and considering the written and oral arguments submitted by both parties, the following points emerges for consideration.
 1. Whether there is any deficiency in service and unfair trade practice or negligence on the part of the opposite party?
 2. Whether the complainant is entitled for the claim as prayed for? If so what relief?

7. Point No. 1:

- 7.1. The complainant reiterating the averments of the complaint in the evidence contended that he and his wife trusting Singapore Airlines for hassle-free travel faced significant distress and financial loss due to the negligence of Opposite Parties 1 to 5- Singapore Airlines. The complaint revolves around issues related to their travel from Chennai to Singapore on 09.06.2022 and subsequent return to India. Further contended that despite paying amount for Business Class, they were subjected to a traumatic experience upon arrival in Singapore, involving detention in an IP Detention Room with their young children (aged 4 years and 11 months). Further contends that the complainant had to book return tickets at his own expense and faced further inconvenience and distress due to missing luggage, which was only returned after four days This incident caused them severe physical and mental agony and a substantial financial loss amounting to Rs. 9,49,870/- for flight bookings and hotel reservations.

- 7.2.** The complainant contends that he had Covishield vaccination. The complainant's claims negligence on the part of Singapore Airlines staff at Chennai Airport in allowing the wife to board without proper verification of the vaccination status (Sputnik V vaccination certificate), which was not accepted in Singapore, leading to their detention.
- 7.3.** The family's plight was exacerbated when their onward tickets to Hyderabad were cancelled, and they were rerouted to Mumbai, with Singapore Airlines failing to assist in retrieving their checked baggage promptly. Four pieces of their luggage went missing and were only returned after four days following a Property Irregularity Report. Due to this ordeal, the complainant seeks Rs. 50,00,000/- in compensation for the distress and inconvenience caused, citing the jurisdiction under the Consumer Protection Act, 1986, and the Carriage by Air Act, 1972. The complaint also references an apology from Singapore Airlines dated 27.06.2022, further affirming their negligence. The complainant asserts that Opposite Party No.6 is a proforma party with no relief sought against them.
- 7.4.** While in the oral submissions complainant relied on Hon'ble Apex Court judgements. Citations supporting the case include: *Trans Mediterranean Airways v. Universal Exports* (2011) 10 SCC 316: The Supreme Court held that consumer protection remedies are in addition to other statutory remedies, confirming the jurisdiction of the National Commission for claims exceeding Rs. 20 lakhs, and that international conventions incorporated into domestic law do not override consumer protection laws.
- 7.5.** In *Ethiopian Airlines v. Ganesh Narain Saboo* (2011) 8 SCC 539: reiterated in *Economic Transport Organization v. Dharwad District Khadi Gramudyog Sangh*, (2000) 5 SCC 78: Common law principles apply to cases before Consumer Fora, shifting the burden of proof to carriers. The Court ruled that consumer forums have jurisdiction over disputes involving international carriers and emphasized that specific statutes like the Consumer Protection Act and the Carriage by Air Act supersede general laws like the Code of Civil Procedure.
- 7.6.** Therefore, it is prayed that this Commission may be pleased to pass a judgment and decree against Opposite Parties Nos. 1 to 5 for the following reliefs:

- 7.7.** To direct the Opposite Parties Nos. 1 to 5 to pay a sum of Rs. 9,49,870/- incurred by the complainant and his family for their entire trip from Chennai, India to Singapore and return to Mumbai, Hyderabad, India. To award compensation of Rs. 50,00,000/- for the distress and inconvenience caused to the complainant and his family.
- 7.8.** While reiterating the averments of its version the Opposite Parties contend that the Montreal Convention, as enacted into Indian legislation by the Carriage by Air Act, 1972, and amended by the Carriage by Air (Amendment) Act, 2009, provides the exclusive cause of action for the complainant. Article 33(1) of Chapter III mandates that actions for damages must be brought in the territory of a Stat either before the court of the carrier's domicile, principal place of business, place where the contract was made, or place of destination. Since the opposite party Airline is domiciled in Singapore and has no principal place of business or contractual ties in Hyderabad, and the journey destination is from Chennai to Singapore and then to Mumbai, the Hyderabad Commission lacks territorial jurisdiction. The Opposite Parties cite multiple judgments, including the Apex Court's decision in 2022 INSC 768, and National Commission rulings (2018 SCC Online NCDRC 458, (2003) 4 CLD 900 (NC), (1992) 12 NCDRC CK 0051 (NC), and unreported judgments in F.A.No 291 of 2017 and C.C.No 34 of 2023), to assert that the Carriage by Air Act, being a special law, prevails over the Consumer Protection Act in matters of territorial jurisdiction. Hence, the opposite parties pray for dismissal of the complaint at the threshold for lack of jurisdiction.
- 7.9.** The opposite parties argue the application of the Montreal Convention and the Carriage by Air Act to challenge the jurisdiction and limit liability. However, the complainants argues that the consumer protection laws also apply, especially considering the consumer's right to a hassle-free travel experience.
- 7.10.** The Opposite parties argue apology is only a matter of courtesy and at page 2 of OP terms and Conditions are between travel agent (OP 6) and complainant and there is a contributory negligence. Whereas, the complainant Contending the argues that contributory negligence itself establish/ proves that opposite parties are admitting their negligence. Offering gift vouchers also prove that they are negligent in rendering proper services.

- 7.11.** In the case at hand on perusal the material evidence and submissions of both sides, there is no dispute with the to and fro flight tickets booking (Ex. A1 to A3) and upon arrival in Singapore, immigration authorities objected to the wife's Sputnik V vaccination (Ex. A4), which is not recognized by Singapore or the WHO, leading to her denial of entry and the family's detention in the IP Detention Room under the provisions of Singapore Immigration Act U/ Ex. B1. However, the dispute is regarding the initial boarding process during check-in at Chennai Airport did not raised objection about the wife's vaccination status. The Ex A12 - 27th June,2022 e-mail from OP-Singapore Airline customer relation to complainant evidence admission of mistake on the part of airline and vouchers were offered. There is no dispute with regard to booking of return flight tickets done through the agent of answering opposite parties by the complainant.
- 7.12.** With regard to Opposite party contention for Jurisdiction of this Commission under Section 34 of CP Act. With regard to this the C.P. Act allows consumers to file complaints in a consumer court where the complainant resides or personally works for gain, in addition to where the opposite party resides or carries on business. Admittedly the said booking is done through opposite No.6 is an online booking on answering Opposite party's website.
- 7.13.** The email from Singapore Airlines (Ex. A12) admits a mistake in allowing the wife to board without proper verification of the vaccination status, indicating negligence on the part of the airline. The distress caused by detention, overbooking, and missing luggage points to a deficiency in service by the airline.
- 7.14.** Contributory Negligence claim, while the airline bears primary responsibility for the boarding oversight, the complainant also has a duty to verify travel requirements. However, the airline's failure to properly verify documents at check-in constitutes significant negligence.
- 7.15.** There is clear evidence of negligence and deficiency in service on the part of Singapore Airlines (Opposite Parties 1 to 5). The complainant's oversight in checking travel requirements does not absolve the airline of its primary responsibility.

7.16. The preliminary objections taken by the Opposite Party are nothing but bald averments and we are of the opinion that the said preliminary objections do not have any substance and are not sustainable. In the present case, as per Ex.A4 (Sputnik vaccination), although repeated the complainants were given check-in clearance fly to Singapore at the first embarking point (Chennai) by opposite parties No. 2 & 3, the opposite party No. 5 denied to enter to Singapore. It is pertinent to mention here that ignoring the clearance at the first embarkment point for considering the validity of the Sputnik Vaccine, the complainants were detained at Singapore Airport. Further, the opposite party No. 5 had also cancelled the return flight tickets of the complainants from Singapore to Hyderabad. The citations submitted by the complainant, of the case *Trans Mediterranean Airways v. Universal Exports*, (2011) 10 SCC 316; (2012) 1 SCC (Civ) 148; 2011 SCC OnLine SC 1263 at page 330, *Ethiopian Airlines Vs Ganesh Narain Saboo* [(2011) 8 SCC 539] supports the complaint. The negligent and callous conduct of the opposite parties No. 2, 3 & 4, not only amounts to deficiency of service but also adoption of unfair trade practice.

8. Point No.2:

8.1. It is to be noted that it was the responsibility of the opposite parties No. 3 to 4 as their flight terminal was the embarking point (first flight) for all legs of the journey of the complainants and it was their responsibility to make sure that the passengers could complete the trip without any hassles and hurdles as they would be responsible for the problems that might / would occur midway. Had the opposite parties No.2 and 3 issued proper documents to show that they had verified all the documents that were required to board the connecting flight and the complainants had complied with the requirement of having permitted to vaccination to board the connecting flight of Singapore airways at the time of issuing boarding passes at the embarking point (Chennai), the complainants would not have faced the ordeal. On perusal of the documentary evidence placed before us, it was observed that the documents and travel requirements were not properly scrutinized and / or verified at the origin point. The purpose for which the complainant booked ticket to Singapore is not served. On the other hand complainant suffered with their infant children at

foreign place. It would, thus, be seen that both ways the complainants had suffered. Therefore, we are of the considered opinion that it is not difficult to understand how much mental agony and tension that the complainants might had undergone as they were going to attend the graduation ceremony of their only son and the opposite parties No. 1 to 5 were responsible for the mental agony and inconvenience suffered by the complainants.

8.2. In view of the above discussion and findings (after going through the material available on the record, the oral submissions and the list of citations referred by the learned counsel of the complainants and the opposite party Nos.1 to 5), the complaint is allowed in part and the opposite parties No. 1 to 5 are jointly and severally liable to make the below mentioned payments and are directed to

- i. Refund the amount of Rs. 3,85,927/- (Rupees Three Lakhs Eighty-Five Thousand Nine Hundred and Twenty-Seven Only) incurred by the complainants;
- ii. Rs. 50,000/- (Rupees Fifty Thousand Only) to each of the complainants towards compensation for the harassment, humiliation, mental agony, physical torture and financial loss;
- iii. Rs. 30,000/- (Rupees Thirty Thousand Only) towards costs.

The complaint against opposite party No. 6 is dismissed with no order as to costs.

Time for compliance:

This order be complied with by the opposite parties No. 1 to 5 within 45 days from the date of receipt of the order, failing which the amount mentioned in Sr. No. (i) above shall carry interest @ 9% p.a. from the date of receipt of the order.

Dictated to steno, transcribed and typed by him, pronounced by us on this the 14th day of June, 2024.

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE

WITNESS EXAMINED FOR THE COMPLAINANT:

(PW1) Karan Tibrewala,

WITNESS EXAMINED FOR THE OPPOSITE PARTY Nos. 1 to 5

(DW1) Mr Sy Yen Chen S/o Cheng Chin Liang.

EXHIBITS FILED ON BEHALF OF THE COMPLAINANT:

- Ex.A1 Copy of 4 business class tickets booked by complainant through opposite party No.6 in opposite parties 1 to 5 Airlines.
- Ex.A2 Copy of Tax invoice vide reference No. 6SDR8W.
- Ex.A3 Copy of mail / text regarding confirmation of tickets, through booking reference 6SDR8W received from opposite parties 1 to 5 Airlines.
- Ex.A4 Copy of vaccination certificates of complainant and his wife.
- Ex.A5 Copy of all tax invoices of 4 business class tickets.
- Ex.A6 Copy of 4 tickets to India booked by complainant through opposite party No.6 in opposite parties 1 to 5 Airlines.
- Ex.A7 Copy of tax invoice 4 tickets to India booked by complainant through opposite party No.6 in opposite parties 1 to 5 Airlines.
- Ex.A8 Copy of mail / text regarding confirmation of tickets through booking reference 6P36EZ received from opposite parties 1 to 5 Airlines.
- Ex.A9 Copy of text message received by complainant from opposite parties 1 to 5 Airlines i.e. Singapore Airlines regarding over booking of return flight.
- Ex.A10 Copy of complaint raised by complainant with opposite parties 1 to 5 Airlines i.e. Singapore Airlines regarding luggage issue.
- Ex.A11 Copy of feedback submitted by complainant to opposite parties 1 to 5 Airlines i.e. Singapore Airlines online website.
- Ex.A12 Copy of reply received from opposite parties 1 to 5 Airlines.
- Ex.A13 Copy of legal notice dated 28.07.2022 sent to opposite parties 1 to 6 along with postal receipts, acknowledgment and track report.
- Ex.A14 Copy legal notice dated 26.11.2022 to OP No.5
- Ex.A15 Copy of Annexure with requisite invoices.
- Ex.A16 Copy of reply legal notice dated 18.08.2022.

EXHIBITS FILED ON BEHALF OF THE OPPOSITE PARTY Nos. 1 to 5

- Ex.B1 Copy of Detention order passed by Controller of Immigrations under the Provisions of Singapore Immigration Act dated 01.09.2021.
- Ex.B2 Copy of terms and conditions of the contract of carriage dated 10.06.2022.

MEMBER

PRESIDENT

PSK
READ BY:-
COMPARED BY :-