

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,  
U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/598/2022
Date of Institution	:	10/06/2022
Date of Decision	:	17/05/2024

1. Karnail Singh son of S.Daulat Singh,

2. Manjeet Kaur wife of S.Karnail Singh, Both residents of House No.91, Harmilap Nagar, Phase-II, Baltana, District S.A.S. Nagar Mohali.

...Complainants

Versus

1. The Vistara-TATA SIA Airlines Limited, Jeevan Bharti Tower-1, 10th Floor, 124 Connaught Circus, New Delhi 110001, India through its M.D.

2. The Vistara-TATA SIA Airlines Limited, Jeevan Bharti Tower-1, 10th Floor, 124 Connaught Circus, New Delhi 110001, India through its Manager.

3. Seven Continent Travels, S.C.O.No.96/97, Cabin No. 9/10, First Floor, Sector 34-A, Chandigarh, though its Proprietor/Incharge.

...Opposite Parties

<b>CORAM :</b>	<b>PAWANJIT SINGH</b>	<b>PRESIDENT</b>
	<b>SURJEET KAUR</b>	<b>MEMBER</b>
	<b>SURESH KUMAR SARDANA</b>	<b>MEMBER</b>

**ARGUED BY** : Sh.G.L.Bajaj, Advocate for complainants alongwith complainant No.1  
in person.  
: Sh.Arjun Kundra, Advocate for OP No.1 & 2.  
: OP No.3 ex-parte.

**Per Suresh Kumar Sardana, Member**

1. Averments are that in the month of November 2021, the complainants planned to visit United Kingdom from India to see their family, residing United Kingdom and had to return back in India from United Kingdom in March 2022. As such the complainants approached the respondent No.3 for seeking Air Tickets, who proposed the complainants that To and Fro charges of both the complainants shall be Rs.1,36,000/-, as such the complainants paid Rs.1,36,000/- in cash to the respondent No.3 (Annexure C-3 & C-4). As scheduled, after fulfilling all the conditions as required for air travelling, the complainants travelled on 5.11.2021 on UK 17 flight from Delhi to London. Complainant further alleged that as per schedule the complainants had to return back from United Kingdom to India on 4.3.2022 on UK 18 flight and for this they had already purchased tickets for the same. They approached the respondents No.1 & 2, but they were not allowed to travel on UK 18 Flight without any sufficient cause, as such the complainants contacted the higher authorities of the respondents No.1 & 2, but no response was given to them, consequently the complainants had to stay in London by hiring accommodation for this and had to pay Rs.60,000/. The complainants had to face unnecessarily mental tension, harassment and agony for having no fault on their part, as they had paid proper fair charges to the respondents and had completed all the necessary requirements for air travelling and furnished self-declaration. The respondents had not pin pointed any irregularity upon the complainants that as to why they are not eligible for air travelling. Thereafter, the complainants had arranged fresh tickets from the respondents No.1 & 2 on UK 18 Flight from United Kingdom to India for coming back to India and for this they had to pay Rs.76,000/- more to the OP No.1 & 2 (Annexure C-5 & C-6). The complainants requested the respondents No.1 & 2 to refund their amounts already taken for air tickets from United Kingdom to India, but the respondents No.1 & 2 neither allowed to travel nor refunded the said amount. Hence, is the present consumer complaint.
2. OP No.1 & 2 contested the consumer complaint, filed their written reply and stated that the complainants were denied boarding as they failed to submit self-declaration form and documents on Air Suvidha Portal as per the Govt. of India, Ministry of Health and Family Welfare, Guidelines for International Arrivals dated 28<sup>th</sup> November 2021 and produce the same before boarding (Annexure OP-3). The OP No.1 & 2 are bound to adhere to the regulations, guidelines and rules formulated by the Govt. of India and its agencies and departments. During the Covid-19 pandemic, the safety of the citizens of this country is paramount for the OP No.1 & 2. On these lines, the case is sought to be defended by OP No.1 & 2.
3. OP No.3 contested the consumer complaint, filed its written OP reply and stated that the answering OP has sold tickets to the complainants, received the amount of tickets, and issued tickets at Chandigarh, thus he is not responsible for any act on behalf of the Vistara-TATA SIA Airlines Limited, the Complainants have completed all the necessary formalities before issue of tickets of both the sides i.e. from New Delhi to London and London to New Delhi, as they were having complete documents to travel, viz Passport, Covid Certificates, and Adhar Cards etc. Answering OP had issued tickets after checking these documents, forwarded copies of all the documents to the OP No.1 & 2. Therefore, the answering OP may kindly be exempted from any liability as his reply is based on record and documents. On these lines, the case is sought to be defended by OP No.3.

None has turned up on behalf of OP No.3, hence OP No.3 is proceeded against ex-parte vide order dated 06.03.2023.

4. Rejoinder was filed and averments made in the consumer complaint were reiterated.
5. Parties led evidence by way of affidavits and documents.
6. We have heard the learned counsels for the parties and gone through the record of the case.
7. The main grievance of the complainants is that inspite of having valid tickets for travel from UK to India, they were allowed to board the airplane and due to which they had to stay in UK in a hired accommodation & suffered mentally & physically & monetarily.
8. On perusal of Annexure C-3 & C-4, it is observed that the complainants had valid tickets travel from UK to India on 4.3.2022. The stand taken by the OP No.1 & 2 is that the complainants were not allowed to board airplane as he had not given the self-declaration form and documents on Air Suvidha Portal. We are not convinced with the said contentions of the OP No.1 & 2 as they had issued the confirmed ticket for travel from UK to India without mentioning/highlighting anything with regard to the self-declaration form and Air Suvidha Portal. OP No.1 & 2 also have not placed on record anything with regard to any message/email having been sent to the complainants with regard to the same. In our view, once the complainants had valid tickets, by not allowing them to board the airplane, the OPs have indulged in unfair trade practice & are deficient in providing service to the complainants.

9. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OP No.1 & 2 are directed as under :-
- i. to pay an amount of ₹76,000/- to the complainants towards the cost of tickets purchased by the complainants to travel from UK to India.
  - ii. to pay an amount of ₹10,000/- to the complainants as compensation for causing mental agony and harassment to them.
  - iii. to pay ₹10,000/- to the complainants as costs of litigation.
10. This order be complied with by the OP No.1 & 2 within 45 days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) above.
11. The consumer complaint qua OP No.3 stands dismissed with no order as to costs.
12. Pending miscellaneous application, if any, also stands disposed of.
13. Certified copies of this order be sent to the parties free of charge. The file be consigned.

17/05/2024

*Ls*

**Sd/-**  
**[Pawanjit Singh]**  
**President**

**Sd/-**  
**[Surjeet Kaur]**  
**Member**

**Sd/-**  
**[Suresh Kumar Sardana]**  
**Member**