

**BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM
ERNAKULAM**

**Complaint Case No. CC/18/433
(Date of Filing : 16 Oct 2018)**

1. R RAJAM

RAMASWAMY IYER COLONY SA RD KOCHI

.....Complainant(s)

Versus

1. M/S HAPPY EASY INDIA P LTD

PHASE V UDYOG VIHAR GURUGRAM HARYANA

.....Opp.Party(s)

BEFORE:

HON'BLE MR. D.B BINU PRESIDENT

HON'BLE MR. RAMACHANDRAN .V MEMBER

HON'BLE MRS. SREEVIDHIA T.N MEMBER

PRESENT:

Dated : 15 Feb 2024

Final Order / Judgement

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION ERNAKULAM

Dated this the 15th day of February,

2024.

Filed on: 16/10/2018

PRESENT

Shri.D.B.Binu

President

Shri.V.Ramachandran

Member Smt.Sreevidhia.T.N.

Member

C.C. No. 433/2018

COMPLAINANT

R. Rajam, Krishnalayam, 28/1031, Ramaswamy Iyer Colony, S.A. Road, Cochin, Ernakulam – 682036.

(Rep. by Adv. Aysha Abraham, Chamber No. 951, KHCAA Chamber Complex, Near High Court, Cochin 682031)

VS

OPPOSITE PARTY

M/s Happy Easy Go India Pvt. Ltd. 1F, Plot No. 883, Phase V, Udyog Vihar, Gurugram, Haryana 122016.

(Rep. by Adv. Nelson Joseph, Door No. 64/2878, TA Beerankunju Road, Ernakulam North, Kochi 682018)

FINAL ORDER

D.B. Binu, President.

1. A brief statement of facts of this complaint is as stated below:

The complaint has been filed under Section 12 (1) of the Consumer Protection Act, 1986. The summary outlines a consumer complaint against a private limited company based in Gurugram, Haryana, which provides online flight booking services. The complaint revolves around an incident that occurred in July 2018, involving a senior citizen who had booked round-trip flight tickets from Cochin to Bangalore with Indigo Airlines through this company. Upon attempting to return on the booked date, the complainant discovered the return ticket was invalid due to a fake PNR number provided by the company, resulting in significant inconvenience and additional expenses to secure a return flight.

The complainant's ordeal highlights several key issues, including the issuance of a fake PNR number by the company, leading to a denial of boarding for the return flight, and the financial and emotional distress faced by the complainant, who had to arrange emergency funds to purchase a new ticket. The company initially acknowledged the mistake and promised to resolve the complaint within 72 hours, which was followed by a lack of action and communication.

The complaint details efforts to resolve the matter, including the submission of bank details for the refund, but notes the company's failure to reimburse or compensate for the troubles caused. Despite the company's admission of service deficiency and a proposal to settle by paying a specific amount, no payment was made to the complainant. This has led to a legal case spanning over four years, seeking not only a refund of the ticket cost but also compensation for the deficiency in service, mental agony, and legal costs incurred.

The legal claim includes a request for a refund of the ticket cost, compensation due to service deficiency and unfair trade practices, reimbursement for mental agony and suffering, and coverage of legal costs and expenses. The complainant argues that the case falls within the jurisdiction of the Commission due to the transaction and subsequent issues occurring within its territorial limits, and seeks a favourable judgment to address the grievances and penalize the company for its misconduct.

2) Notice

The Commission sent a notice to the opposite party, who subsequently appeared and submitted their version.

3) THE VERSION OF THE FIRST OPPOSITE PARTY

The opposite party's version presents their account and response to the complaint filed against them regarding the incident where a customer was denied boarding for a return flight booked from Bangalore to Kochi on 18th July 2018. They outline the booking details, including the purchase of round-trip tickets on 25th June 2018 for INR 3,344, the issuance of a PNR, and the confirmation sent to the customer via email and SMS. Despite the complainant's claim of being denied boarding due to an absent booking under his name and PNR, the opposite party asserts they were initially unaware of the reason for this denial by the airline.

Upon receiving the complainant's grievance on 18th July 2018, the opposite party requested 24 hours to resolve the issue, emphasizing their customer-friendly approach and willingness to move beyond technicalities. They subsequently offered a refund on 13th August 2018 and expressed their readiness to settle the matter by refunding the incurred expenses along with interest. Despite these efforts, the complaint was filed, leading the opposite party to propose a specific settlement before the Commission: a refund of the actual expense of INR 5,842 plus compensation.

The opposite party indicates their openness to resolve the dispute amicably, despite the complainant's reluctance to accept their offer. They request permission from the Commission to contest the case on its merits if the proposed settlement is not accepted, showcasing their preparedness to address the matter through formal legal channels while still expressing a preference for an amicable resolution.

4) . **Evidence**

The complainant had filed a proof affidavit and 6 documents that were marked as Exhibits-A-1 to A-6.

Exhibit A-1: True copy of the flight tickets booked by the Complainant through the Opposite Party for travel from Cochin to Bangalore on 13.07.2018 and return on 18.07.2018.

Exhibit A-2: True copy of the ticket purchased by the Complainant at the Indigo counter in Bangalore Airport for Rs. 5,842/- after being denied boarding due to the fake PNR number issued for the return flight on 18.07.2018.

Exhibit A-3: True copy of the complaint filed by the Complainant to the Opposite Party on 19.07.2018, detailing the grievance related to the denied boarding and the fake PNR number.

Exhibit A-4: True copy of the email from the Opposite Party dated 20.07.2018 acknowledging their mistake in the booking process and informing the Complainant of the steps being taken to process the complaint.

Exhibit A-5: True copy of the email from the Opposite Party dated 13.08.2018, in which they promised to settle the Complainant's grievance within 72 hours and requested the Complainant's bank details to facilitate a refund.

Exhibit A-6: True copy of the email sent by the Complainant to the Opposite Party on 27.08.2018, providing bank details as requested for the processing of the refund.

5) **The main points to be analysed in this case are as follows:**

i) Whether the complaint is maintainable or not?

- ii) Whether there is any deficiency in service or unfair trade practice from the side of the opposite party to the complainant?
- iii) If so, whether the complainant is entitled to get any relief from the side of the opposite party?
- iv) Costs of the proceedings if any?

6) The issues mentioned above are considered together and are answered as follows:

As per Section 2 (1) (d) of the Consumer Protection Act, 1986, a consumer is a person who buys any goods or hires or avails of any services for a consideration that has been paid or promised or partly paid and partly promised, or under any system of deferred payment. The complainant had produced true copy of the ticket purchased by the Complainant (**EXHIBIT A-1**). Hence, the complainant is a consumer as defined under the Consumer Protection Act, 1986 (Point No. i) goes against the opposite party.

The crux of this complaint lies in the issuance of an invalid PNR number by the Opposite Party, leading to the complainant being denied boarding on a return flight from Bangalore to Kochi. This incident is not only indicative of a deficiency in service but also constitutes an unfair trade practice under the Consumer Protection Act, 1986. The Act explicitly provides protection to consumers against such malpractices and mandates remedies for the aggrieved party.

A. Deficiency in Service and Negligence

The Opposite Party's failure to ensure the validity of the PNR number, despite accepting payment and confirming the booking, clearly constitutes a deficiency in service as per Section 2(1)(g) of the Consumer Protection Act, 1986. The subsequent denial of boarding to the complainant without prior intimation or reasonable cause further amplifies this deficiency, causing undue hardship to the complainant.

In *Jet Airways (India) Ltd. vs. Janak Gupta*, the NCDRC emphasized that the responsibility of ensuring the service promised lies squarely with the service provider, and any failure in fulfilling such promises is actionable under the Act.

The documentary evidence submitted by the complainant, including the tickets, complaint correspondence, and email communications with the Opposite Party (**Exhibits A-1 to A-6**), unambiguously establish the transaction and the subsequent issues faced by the complainant. These documents corroborate the complainant's claim of having been subjected to a gross deficiency in service and an unfair trade practice.

The Opposite Party, despite acknowledging their mistake and promising rectification, failed to take timely and appropriate action to either ensure the complainant's travel as booked or provide prompt and full compensation. Such inaction and neglect, especially towards a senior citizen, are highly reprehensible and contrary to the principles of trust and reliability essential in-service industries, particularly in the aviation sector.

B. Liability of the Opposite Party

Considering the evidence and the circumstances, this Commission finds the Opposite Party liable for the deficiency in service and unfair trade practice as alleged by the complainant. The

distress, inconvenience, and financial loss suffered by the complainant due to the Opposite Party's negligence and failure to honour their service commitment warrant adequate compensation.

We conclude that issues number I to IV are resolved in favor of the complainant due to significant service deficiencies on the part and unfair trade practices of the opposite party. As a result, the complainant has endured considerable inconvenience, mental distress, hardships, and financial loss stemming from the negligence of the opposite party.

In view of the above facts and circumstances of the case, we are of the opinion that the opposite party is liable to compensate the complainant.

Hence the prayer is partly allowed as follows:

- I. The Opposite Party shall refund the amount of ₹5,842/- (Five Thousand Eight Hundred Forty-Two Rupees) paid by the complainant for the alternative ticket purchase.
- II. The Opposite Party shall pay compensation of ₹40,000/- (Forty Thousand Rupees) to the complainant for the deficiency in service and unfair trade practice, along with mental agony and hardship suffered.
- III. The Opposite Party shall also pay the complainant ₹20,000/- (Twenty Thousand Rupees) towards the cost of the proceedings.

The Opposite Party shall be liable to comply with the above-mentioned directions within 30 days from the date of receipt of a copy of this order. Should they fail to comply, the amounts specified in points (i) and (ii) will accrue interest at the rate of 9% per annum. This interest will be calculated from the date of the complaint (16.10.2018) until the date of realization.

Pronounced in the Open Commission on this the 15th day of February, 2024.

Sd/-

D.B.Binu, President

Sd/-

V. Ramachandran, Member

Sd/-

Sreevidhia.T.N, Member

Forwarded/By Order

Assistant Registrar

Order Date: 07/02/2024

Appendix

Complainant's evidence

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Opposite party's evidence

Nil

Despatch date:

By hand: By post

kp/

CC No. 433/2018

Order Date: 15/02/2024

**[HON'BLE MR. D.B BINU]
PRESIDENT**

**[HON'BLE MR. RAMACHANDRAN .V]
MEMBER**

**[HON'BLE MRS. SREEVIDHIA T.N]
MEMBER**