STATE CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH
FIRST APPEAL NO. SC/4/FA/260/2025

(Against the Order dated 1st April 2025 in Complaint No. DC/44/CC/982/2022 of the District Consumer Disputes Redressal Commission Chandigarh district commission)

WITH

SC/4/IA/173/2025 (CONDONATION OF DELAY)

SOHIL BHASIN S/o. JANG BAHADUR
PRESENT ADDRESS - C/O JANG BHADUR, R/O FLAT NO. C-11, UPPALS MARBLE ARCH, MANIMAJRA, CHANDIGARH, 160101CHANDIGARH,CHANDIGARH.

.....Appellant(s)

Versus

AIR INDIA THROUGH ITS MANAGING DIRECTOR Through its
PRESENT ADDRESS - SCO 162-164, SECTOR 34A, CHANDIGARH, 160022CHANDIGARH,CHANDIGARH.
ALHIND TOURS AND TRAVELS THROUGH ITS MANAGING DIRECTOR Through its
PRESENT ADDRESS - 2/16, SECOND FLOOR, WEST PATEL NAGAR, NEAR PATEL NAGAR METRO STATION, NEW DELHIWEST,DELHI.

.....Respondent(s)

BEFORE:

HON'BLE MR. JUSTICE RAJ SHEKHAR ATTRI , PRESIDENT
HON'BLE MR. PREETINDER SINGH , MEMBER

FOR THE APPELLANT:

DATED: 24/02/2026

ORDER

STATE CONSUMER DISPUTES REDRESSAL COMMISSION,

U.T., CHANDIGARH

Appeal No.	:	260 of 2025
Date of Institution	:	04.09.2025
Date of Decision	:	24.02.2026

Sohil Bhasin son of Jang Bahadur aged about 55 years, Flat No. C-11, First Floor, Block C, Uppals Marble Arch, Manimajra, Chandigarh – 160101.

……Appellant/complainant

V e r s u s

1. Air India Limited, through its Managing Director, SCO No. 162-164, Sector 34-A, Chandigarh – 160101.

2. Alhind Tours and Travels Pvt. Ltd., through its Managing Director, having its office at 2/16, Second Floor, West Patel Nagar, Near Patel Nagar Metro Station, New Delhi.

..Respondents/opposite parties

BEFORE: JUSTICE RAJ SHEKHAR ATTRI, PRESIDENT.

MR.PREETINDER SINGH, MEMBER

Present:-

Sh.Bawa Karanveer and Sh.Shivansh Sood, Advocates for the appellant.

Sh.Daksh Prem Azad, Advocate for the respondent no.1.

Sh.Afsal Yoosaf M.Y., Advocate for respondent no.2.

PER JUSTICE RAJ SHEKHAR ATTRI, PRESIDENT

The complainant has filed this appeal seeking enhancement of the award already passed by the District Consumer Disputes Redressal Commission-I, U.T., Chandigarh (in short the District Commission), vide order dated 01.04.2025 in consumer complaint bearing no.982 of 2022, whereby, while partly allowing it, opposite party no.2/respondent no.2 has been directed as under and complaint against opposite party no.1 was dismissed:-

i. To refund Rs.6,075/- (AED 270) to the complainant, being the difference of amount charged from him by OP No.2 for booking another air ticket, along with interest @ 9% per annum from the date of institution of the present consumer complaint i.e. 20.12.2022 till onwards.

ii. To pay an amount of Rs.30,000/- to the complainant, as compensation for mental agony and harassment to him.

iii. To pay Rs.35,000/- to the complainant, as cost of litigation.

This order shall be complied with by the OP No.2 within 45 days from the date of receipt of a certified copy of this order, failing which, it shall make the payment of the amounts mentioned at Sr.No.(i) and (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.

The complaint qua OP No.1 stands dismissed."

2. **Before the District Commission, it was the case of the complainant that he** was approached by a firm namely Sky Bright LLC, Sharjah (U.A.E.) to provide consultancy services and was required to attend a meeting on 21.05.2022, for which he was to receive professional fees of AED 20,000. In order to reach Sharjah in time, he booked an air ticket dated 20.05.2022 from New Delhi to Sharjah on a flight operated by opposite party no.1 through opposite party no.2. The total ticket cost was AED 510. The complainant reached Delhi Airport well in time, but upon arrival, he came to know that the flight scheduled for 20.05.2022 had been cancelled. According to the record, no prior intimation of cancellation was given to him. He was thereafter compelled to purchase another ticket for 21.05.2022 by paying an additional amount of AED 270 after adjustment of the earlier fare. Due to the delayed arrival, the complainant alleged that he could not effectively attend the scheduled meeting and claimed to have suffered loss of professional fee as well as refund of advance received. Alleging deficiency in service and unfair trade practice on account of non-intimation of cancellation and charging of additional fare, he filed the consumer complaint before the District Commission.

3. Opposite party no.1 raised preliminary objections regarding maintainability, lack of cause of action and alleged concealment of material facts. On merits, it was admitted that the complainant had booked the ticket for travel from New Delhi to Sharjah on 20.05.2022. However, it was contended that the ticket amount of AED 455 (as per airline system) was refunded through the agent under the BSP (Billing and Settlement Plan) on 21.05.2022 and that full refund was processed in accordance with applicable procedures. It was further pleaded that as per DGCA norms, the Airlines had liberty to cancel or reschedule flights for operational or other valid reasons. Opposite party no.1 took the stand that it had duly intimated the concerned travel agent about the cancellation and that it was the responsibility of the agent to inform the passenger. According to opposite party no.1, there was no direct dealing between the complainant and the Airlines in respect of refund or rebooking, and therefore no deficiency in service could be attributed to it. It denied liability for the alleged professional loss claimed by the complainant and sought dismissal of the complaint qua itself.

4. Opposite party no.2 primarily contested the complaint on the ground of mis-joinder and lack of privity of contract. It was pleaded that the complainant had not availed services from Alhind Tours and Travels Pvt. Ltd., but rather from Alhind & Middle East Travels LLC, Dubai, UAE, which was a separate

legal entity. It was contended that opposite party no.2 had no connection with the said foreign entity and therefore could not be held liable. On merits, opposite party no.2 denied any deficiency in service and contended that it was not liable to compensate the complainant for any alleged professional loss. It was asserted that there was no cause of action against it and sought dismissal of the complaint.

5. Both the Opposite Parties thus denied liability and prayed for dismissal of the consumer complaint.

6. The contesting parties led evidence in support of their case.

7. The District Commission after hearing the contesting parties and on going through the material available on record partly allowed the consumer complaint, in the manner stated above.

8. Hence this appeal has been filed by the appellant/complainant.

9. We have heard the contesting parties and carefully gone through the material available on the record and also the written arguments filed by the parties concerned.

10. Counsel for the appellant vehemently contended that the District Commission, though rightly holding the Opposite Parties guilty of deficiency in service, erred in awarding only compensation of Rs.30,000/-, which is wholly disproportionate to the inconvenience, harassment and professional embarrassment suffered by the appellant. He further submitted that the appellant had booked the international flight well in advance for a time-bound professional engagement in Sharjah and had reached the airport punctually but the sudden cancellation of the flight without any prior intimation caused not merely inconvenience but complete disruption of his professional schedule. He further submitted that the District Commission erred in exonerating opposite party no.1-Airlines. The cancellation admittedly originated from the Airlines. The Airlines had the primary responsibility to operate the flight and to communicate cancellation to passengers. The travel agent merely acts as an intermediary. Once the service of carriage is undertaken by the Airlines, it cannot absolve itself by shifting the burden upon the agent. Both entities are part of the same transaction of service and are jointly responsible for ensuring timely communication. He further submitted that the District Commission failed to appreciate that the appellant was compelled to incur additional expenditure and suffered immense anxiety, uncertainty and reputational damage. Compensation of Rs.30,000/- in an international travel disruption case does not meet the ends of justice and amounts to trivialization of consumer rights.

11. On the other hand, counsel for the respondents submitted that the order passed by the District Commission needs to be set aside.

12. It is not disputed that the appellant/complainant reached the airport in time and came to know about the cancellation only upon arrival and no prior intimation was given, as a result whereof, he was compelled to rebook the flight for the next day by paying additional charges. The inconvenience, uncertainty and anxiety suffered by the complainant in such circumstances cannot be minimized. International travel for

professional commitments is inherently time-bound. In matters of flight cancellation, the obligation to inform the passenger cannot be compartmentalized in a manner so as to absolve one at the cost of the other. The Airlines, being the carrier, is primarily responsible for operating the flight and communicating cancellations. The agent, having issued the ticket and received consideration, equally owes a duty of care to ensure that the passenger is informed. The consumer cannot be left remediless due to internal arrangements between the Airlines and the agent. In such circumstances, both are jointly and severally liable for the deficiency in service arising out of non-intimation of cancellation. It is not disputed that the flight was operated by opposite party no.1-Air India and the ticket was issued for travel on its aircraft. The cancellation of the flight was an act attributable to the Airlines. Both the Airlines and the booking agent are part of the same chain of service in the contract of carriage. Both entities have access to the complete passenger details including contact information and booking particulars. Under these circumstances, the approach of the District Commission in exonerating opposite party no.1 calls for interference. Accordingly, the finding of the District Commission dismissing the complaint qua opposite party no.1/respondent no.1 is set aside, and opposite party no.1 is also held liable along with opposite party no.2.

13. Now coming to the quantum of compensation to the tune of Rs.30000/- awarded by the District Commission, it may be stated here that under similar circumstances, the Hon'ble Calcutta High Court in *Sudipto Sarkar versus Union of India & Ors*. ***2014 (21) RCR (Civil) 543***, observed that arbitrary disruption of scheduled air travel causing inconvenience and hardship warrants meaningful and realistic compensation and awarded compensation to the tune of Rs.1 lac to the passenger/complainant. Applying the said principle to the present case, this Commission is of the view that the compensation of Rs.30,000/- awarded by the District Commission is inadequate. Accordingly, the compensation for mental agony and harassment is enhanced to Rs.1,00,000/- (Rupees One Lakh only).

14. However, as regards the claim for professional fee of AED 20,000 and refund of AED 7,500, the reasoning of the District Commission does not call for any interference. It has specifically come on record that other flights were available on the same day, and this finding has not been disputed by the appellant in the present appeal. In fact, the appellant has not led any material to show that he made efforts to avail an alternative flight on the same day so as to reach his destination in time. If the engagement was of such urgency and financial significance, the appellant could have booked another available flight on the same day and thereafter sought recovery of any excess fare paid. Having failed to take such reasonable steps, the appellant cannot now attribute the entire consequential professional loss to the service providers. The principle of mitigation of damages squarely applies, and in the absence of proof of direct nexus, prior disclosure of urgency, and reasonable effort to minimize the loss, such consequential professional claims cannot be fastened upon the Opposite Parties/respondents no.1 and 2.

15. In view of the above discussion, the appeal is partly allowed. The order impugned stands modified and the opposite parties no.1 and 2/respondents no.1 and 2 i.e. Air India Limited and Alhind

Tours and Travels Pvt. Ltd., are held jointly and severally liable and are directed as under:

i. To refund Rs.6,075/- (AED 270) to the appellant/complainant, being the difference of amount charged for booking another air ticket, along with interest @ 9% per annum from the date of institution of the consumer complaint i.e. 20.12.2022 onwards.

ii. To pay an amount of Rs.1,00,000/- to the appellant/complainant, as compensation for mental agony and harassment (in modification of Rs.30,000/- awarded by the District Commission).

iii. To pay Rs.35,000/- to the appellant/complainant, as litigation costs.

This order shall be complied with by the Opposite Parties No.1 and 2/respondents no.1 and 2 within a period of 45 days from the date of receipt of a certified copy of this order, failing which they shall be liable to pay the awarded amounts alongwith penal interest @ 12% per annum from the date of default till realization.

16. Pending miscellaneous application(s), if any, also stand disposed of accordingly.

17. Certified copies of this order be sent to the parties, free of charge, forthwith.

18. The appeal file be consigned to Record Room, after completion and the record of the District Commission-I, U.T., Chandigarh, be sent back immediately.

Pronounced

24.02.2026

Sd/

[JUSTICE RAJ SHEKHAR ATTRI]

PRESIDENT

Sd/-

(PREETINDER SINGH)

MEMBER

Rg

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JUSTICE RAJ SHEKHAR ATTRI
PRESIDENT

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PREETINDER SINGH
MEMBER