

Date of Filing: 12.11.2025

Date of Order: 09.06.2026

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION, COLLECTORATE CAMPUS, COIMBATORE-18PRESENT: Thiru R.THANGAVEL, B.Sc., B.L., President  
Thiru P.MARIMUTHU, M.A.M.L., Member

**C.C.No.388/2025**  
**Tuesday, the 09<sup>th</sup> day of June, 2026**

Manikandan Nagaraj S/o Nagaraj,  
Principal Architect and Proprietor of Manny Architects,  
No. 247, Bharathi Park, 6<sup>th</sup> cross,  
Alagesan Road,  
Coimbatore 641011.

..... Complainant

...Vs...

Air Arabia PJSC  
Headquatered at P.O. Box 132. Sharjah,  
United Arab Emirates  
Represented by its Airport Manager,  
First Floor, Arrival Hall,  
Coimbatore International Airport,  
SITRA, Coimbatore.

..... Opposite Party

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The present complaint has been instituted under Section 35 of the Consumer Protection Act, 2019, against Air Arabia PJSC, represented by its Airport Manager, Arrival Hall, Coimbatore International Airport, Coimbatore (hereinafter referred to as the Opposite Party/OP), seeking the following reliefs:

- a. To direct the OP to refund the ticket amount of Rs 61,016/- together with reimbursement of incidental expenses incurred by the complainant;
- b. To direct the OP to pay a sum of Rs 4,00,000/- towards compensation for mental agony;
- c. To direct the OP to pay a sum of Rs 2,50,000/- towards compensation for harassment;

- d. To direct the OP to pay a sum of Rs 2,00,000/- towards compensation for the loss suffered by the complainant.
- e. To grant such other reliefs as may be deemed fit and proper in the facts and circumstances of the case.

This matter came up for final hearing before this Commission on 13.05.2026 in the presence of Thiru. Chenbagaraman Natrajan, learned counsel appearing for the complainant. The OP was set ex parte.

Upon perusal of the materials available on record and upon consideration of the pleadings, evidence adduced, and arguments advanced on behalf of the complainant, this Commission proceeds to pass the following:

ORDER

**THIRU. P. MARI MUTHU, MEMBER-I**

**The brief averments of the complaint are as follows:**

1. The complainant states he had booked a confirmed ticket with Opposite party (OP) carrier, Air Arabia (Flight No. G9411/CJB-SHJ/12 June 2025 PNR 623185898), departing from Coimbatore International Airport. He also made prior arrangements for accommodation at the destination. On the date of travel, when he presented himself for boarding, the OP's staff denied him boarding on the ground that his passport was allegedly "not machine readable." (Ref: Letter dated 12th June issued by the manager, Air Arabia), which is factually incorrect and misleading. He is a frequent traveler and had been to China in May 2025 with the very same passport without objection. His pleas were ignored, and the OP summarily denied boarding. Faced with urgent commitments, he booked another ticket (Flight Ticket: 6E1475/COK-DXB/12th June 2025) from Cochin Airport on the very same day, travelled on the very same passport, was duly permitted to board by the airline at Cochin, and was cleared by immigration authorities at Dubai without any objection. The arbitrary denial of boarding at Coimbatore caused him severe mental stress, financial loss (ticket amount forfeited, additional expenses for travel to Cochin), and disruption of his

urgent schedule. The OP's reliance on Annex 9 of the Chicago Convention in its reply notice dated 01.09.2025 is misconceived. Annex 9 of the Chicago Convention imposes obligations upon States to issue Machine Readable Passport (MRPs) and authorizes destination immigration authorities to deport or penalize passengers where necessary. It does not empower airlines to pre-emptively deny boarding to passengers holding a valid passport. By usurping the role of immigration, the OP acted arbitrarily. The complainant further states that denial of boarding is unjustified and arbitrary. This constitutes deficiency in service, unfair trade practice. Hence the present complaint.

2. The complainant has filed his Proof Affidavit and Ex.A1 to Ex A8 have been marked.

**3. The points for consideration in this complaint are:**

- 1) Whether the complainant has established deficiency in service on the part of the OP?
- 2) To what other reliefs, if any, is the complainant entitled?

**Point No.1:**

**SUBMISSIONS OF THE COMPLAINANT:**

4. The complainant submits that he had booked a confirmed ticket with the OP's carrier, Air Arabia (Flight No. G9411/CJB-SHJ/12.06.2025, PNR No. 623185898), for travel from Coimbatore to Dubai on 12.06.2025. When he presented himself for boarding, the OP's staff denied boarding on the ground that his passport was allegedly "not machine readable", as reflected in the letter dated 12.06.2025 issued by the Manager of the OP.

5. The complainant submits that despite informing the OP's staff that the passport had recently been used for international travel without any objection, the complainant was denied boarding. Owing to urgent commitments, he was compelled to book another ticket on Flight No. 6E1475 from Cochin to Dubai on the same day and travelled using the very same passport. The passport was accepted at Cochin Airport and the complainant was cleared by the UAE immigration authorities without any objection. The denial of boarding at Coimbatore caused financial loss, additional expenditure, mental stress and disruption to his travel plans.

6. The complainant contends that the OP's reliance on Annex 9 of the Chicago Convention, as stated in its reply notice dated 01.09.2025, is misconceived. Annex 9 imposes obligations upon States regarding Machine Readable Passports and authorizes destination immigration authorities to take appropriate action wherever necessary. It does not empower airlines to deny boarding to passengers holding valid passports. By denying boarding, the OP assumed a role that properly belongs to immigration authorities.

7. The complainant argues that the conduct of the OP's personnel resulted in avoidable expenditure, hardship, humiliation and mental trauma. The complainant contends that the denial of boarding despite possession of a valid passport constitutes deficiency in service and unfair trade practice. The complainant places reliance upon the decisions in *InterGlobe Aviation Ltd. v. N. Satchidanand and Thomas Joseph, Kerala v. Jet Airways (India) Ltd* in support of its contention. He claims that he is entitled to the reliefs sought.

**ANALYSIS, REASONING, AND CONCLUSION:**

8. After examining the materials available on record it is noted that the complainant held a confirmed ticket for Air Arabia Flight No. G9411 from Coimbatore to Sharjah on 12.06.2025 (ExA1). When he appeared for boarding, the OP's staff denied him boarding on the ground that his passport (No. R7490192) was not machine readable. The OP issued a letter on the very same date (ExA2) confirming this fact and citing UAE immigration guidelines as the reason for offloading.

9. The complainant's contention is that the denial of boarding was arbitrary and without lawful basis. To establish this contention, the complainant has placed on record the IndiGo boarding pass for Flight No. 6E1475 from Kochi to Dubai on 12.06.2025 (ExA3), which bears the departure stamp of immigration authorities at Kochi airport. This boarding pass establishes that on the very same day, using the very same passport, he was permitted to board a flight to the UAE and was subsequently cleared by UAE immigration authorities at Dubai without any objection.

10. Further, the OP's reply notice dated 01.09.2025 (ExA8), which was sent in response to the complainant's legal notice, relies upon Annex 9 of the Chicago Convention

of 1944 and Article 10.1.2 of the OP's Conditions of Carriage to justify the denial. However, this cannot be accepted for the following reasons.

- a) Annex 9 of the Chicago Convention deals with facilitation of international air transport and sets standards for machine-readable travel documents. It places obligations upon member States to issue such documents and upon destination immigration authorities to enforce entry requirements. While airlines are entitled to verify travel documents and ensure compliance with destination entry requirements, Annex 9 does not confer upon them an unfettered authority to reject a valid passport on an erroneous assumption that it is unacceptable for travel. In the present case, the OP has not produced any material to establish that the complainant's passport was invalid or that any competent authority had declared it unacceptable for international travel.
- b) Article 10.1.2 of the OP's Conditions of Carriage, which permits an airline to refuse carriage in order to comply with applicable government laws, regulations, or orders, cannot be stretched to mean that the airline can unilaterally decide that a passenger's passport is unacceptable when the very same passport was accepted for international travel by another airline on the same day and cleared by the destination immigration authority. The OP was not acting to comply with any order or direction of any government authority. It was acting on its own assessment, which has been proved to be incorrect.

11. The materials on record further disclose that, following the denial of boarding, the complainant was compelled to make his own alternative travel arrangements in order to reach his destination. The complainant was therefore put to considerable inconvenience, hardship and mental distress on account of the OP's action.

12. The complainant had also made prior arrangements for hotel accommodation at the destination, as evidenced by the booking at Alain Hotel Ajman from 12.06.2025 (ExA4). The fact that these arrangements had already been made further

demonstrates that the denial of boarding caused him disruption to his planned itinerary in addition to the financial loss and mental distress suffered.

13. In the light of the foregoing, this Commission holds that the OP has failed to establish any valid justification for denying boarding to the complainant on 12.06.2025. The materials on record, particularly Ex.A3, demonstrate that the very same passport was accepted for international travel by another airline on the same day and that the complainant completed his journey without any objection from the immigration authorities. In the absence of any evidence showing that the passport was invalid or otherwise unacceptable for travel, the denial of boarding by the OP was unjustified and without any valid legal basis. The OP's conduct amounts to deficiency in service. Accordingly, Point No.1 is answered in favour of the complainant.

**Point No.2:**

14. As regards the reliefs claimed, the complainant has sought refund of the Air Arabia ticket amount of Rs.61,016/-, compensation for mental agony of Rs.4,00,000/-, compensation for harassment of Rs.2,50,000/-, and compensation for loss of Rs.2,00,000/-. Ex.A1 pertains to the Air Arabia ticket booked by the complainant for travel from Coimbatore to Sharjah and reveals payment of a fare of Rs.16,571/-. Though the complainant claims that he paid Rs.61,016/ to purchase another ticket from Kochi to Dubai on the same day, no material has been produced to establish the amount paid towards such alternate travel arrangements. Therefore, refund of Rs.61,016/ cannot be granted.

15. However, since this Commission has found that the complainant was unjustifiably denied boarding by the OP, he is entitled to refund of the cost of the air ticket amounting to Rs.16,571/- paid under Ex.A1. Having regard to the nature of the deficiency established, the inconvenience and hardship caused by the last-minute denial of boarding, the humiliation suffered at the airport, the mental distress occasioned by the need to make urgent alternate travel arrangements, and the disruption to his pre-arranged accommodation and schedule, this Commission deems it appropriate to award a consolidated compensation

of Rs.1,20,000/- under all heads of compensation taken together. The complainant is also entitled to Rs.5,000/- towards the cost of the proceedings. Point No.2 is answered accordingly.

**16. In the result, the complaint is partly allowed. The opposite party is directed a) to refund the cost of the air ticket amounting to Rs. 16,572/- (Rupees Sixteen thousand five hundred and seventy two only) from Coimbatore to Sharjah to the complainant as per (Ex A1) b) to pay a sum of Rs. 1,20,000/- (Rupees one lakh and twenty thousand only) as compensation for the mental agony, financial loss, trauma and hardship caused to the complainant c) To pay Rs.5,000/- (Rupees five thousand only) towards the cost of proceedings. All the above payments shall be made within a period of one month from the date of receipt of this order, failing which the opposite party shall be liable to pay interest at the rate of 9% p.a towards the above said total amount till it is realized.**

Pronounced by us in Open Commission on this the 09<sup>th</sup> day of June, 2026.

(Sd/-)  
(P.MARIMUTHU)  
Member

(Sd/-)  
(R.THANGAVEL)  
President

**List of Exhibits marked by the complainant:**

- |    |                    |                                 |
|----|--------------------|---------------------------------|
| 1. | Ex. A1/ 09.06.2025 | Copy of Flight Ticket           |
| 2. | Ex. A2/ 12.06.2025 | Copy of Letter to OP            |
| 3. | Ex. A3/ 12.06.2025 | Copy of Flight Ticket           |
| 4. | Ex. A4/ -          | Copy of Travel booking for stay |
| 5. | Ex. A5/ 11.08.2025 | Copy of Legal Notice            |
| 6. | Ex. A6/ 14.08.2025 | Copy of Reply Notice            |
| 7. | Ex. A7/ 20.08.2025 | Copy of Power of Attorney       |
| 8. | Ex. A8/ 01.09.2025 | Copy of Reply Notice            |

**List of witnesses examined on the side of complainant:**

1. PW1/ 29.04.2026 Manikandan Nagaraj S/o Nagaraj, Complainant

(Sd/-)  
(P.MARIMUTHU)  
Member

(Sd/-)  
(R.THANGAVEL)  
President