

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/70/2025**

TANYA WALIA

PRESENT ADDRESS - 3171 , CHANDIGARH , 37D , CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

AIRBNB INDIA PVT LTD

PRESENT ADDRESS - CHANDIGARH , CHANDIGARH , CHANDIGARH ,
CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER**

FOR THE COMPLAINANT:

TANYA WALIA

FOR THE OPPOSITE PARTY:

AIRBNB INDIA PVT LTD

DATED: 30/06/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

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Consumer Complaint No : 70 of 2025

Date of Institution : 04.03.2025

Date of Decision : 30.06.2026

Ms.Tanya Walia d/o Sh.Gagandeep Singh Walia, R/o House No.3171, Sector 37-D,
Chandigarh. Mob No.+91-9779033171.

... .. Complainant

Versus

1. The General Manager, AIRBNB India Private Limited, Level 9, Spaze i-Tech Park A1 Tower, Sector 49, Sohna Road, Gurugram, Haryana 122018.
2. The General Manager, AIRBNB India Private Limited, 4th Floor, Statesman House, Barakhamba Road, Connaught Place, New Delhi 110001.

... .. Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by: Sh.Anchit Gupta, Advocate for Complainant.

OPs ex-parte.

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

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1] The complainant has filed the present consumer complaint pleading that she booked an Airbnb property, "Large Studio 2min to Hendon Central Station", London, for the period 24.12.2024 to 30.12.2024 through the OP's platform on 14.08.2024 for her vacation. The booking amount was Rs.60,326.44/-. The booking confirmation is annexed as Annexure C-1 with the complaint.

It is pleaded that owing to unavoidable personal reasons, the complainant cancelled the booking and requested a refund of the booking amount. The OP acknowledged the refund request and assured the complainant that the refund would be processed, as evident from the chat records annexed as

Annexure C-2 with the complaint. Despite repeated follow-ups through e-mails and the OP's customer support, the refund was not processed. The complainant was repeatedly asked to wait for 10–12 business days, but no refund was received. On the instructions of OPs, the complainant updated her payout details and verified with her bank regarding the alleged refund. She also raised a query with her bank after being informed that the amount had been credited. A copy of the query e-mail is annexed as Annexure C-3 with the complaint. The OP's failure to refund Rs.60,326.44/- caused the complainant financial hardship and harassment. Consequently, the complainant served a legal notice dated 14.02.2025, demanded payment of Rs.1,22,136/-, comprising the refund amount, interest, compensation for mental agony and litigation expenses. The legal notice and its delivery receipt are annexed as Annexures C-4 and C-5 with the complaint. Despite service of the notice, no action has been taken by the OPs. Hence the present consumer complaint has been filed by the complainant seeking appropriate reliefs, including refund of the booking amount, compensation & litigation costs.

2] OP No.1 did not appear before this Commission despite service of notice, hence, it was proceeded against ex-parte vide order dated 06.05.2025.

3] Since notice sent to the OP No.2 was received back with the remarks 'refused' and none put in appearance before this Commission on behalf of OP No.2, hence, it was proceeded against ex-parte vide order dated

11.04.2025.

4] Complainant led evidence in support of her contention.

5] We have heard the learned counsel for the complainant and gone through the documents on record including written arguments.

6] The complainant has produced on record the booking confirmation (Annexure C-1), which establishes that she booked the Airbnb accommodation by paying an amount of Rs.60,326.44/-. It is also evident from the chat records (Annexure C-2) that after cancellation of the booking, the OPs acknowledged the complainant's request for refund and assured her that the amount would be refunded. However, despite repeated follow-ups, no refund was actually credited to the complainant. The complainant has also placed on record the copy of the query raised with her bank (Annexure C-3), which shows that although the OPs claimed that the refund had been processed, the amount was never credited to the complainant's account.

7] The OPs did not appear to contest the claim of the complainant and preferred to be proceeded ex-parte. This act of the OPs draws an adverse inference against them. The non appearance of the OPs shows that they have nothing to say in their defence against the allegations made by the complainant. Therefore, the assertions of the complainant go unrebutted and uncontroverted.

8] Once the OPs themselves admitted the complainant's entitlement to refund, they were under a legal obligation to process the same within a reasonable period. Their failure to refund the booking amount despite

repeated assurances and repeated requests from the complainant amounts to deficiency in service and unfair trade practice. The complainant has remained deprived of her hard-earned money for a considerable period without any justifiable reason. Such conduct on the part of the OPs has undoubtedly caused financial loss, inconvenience and mental harassment to the complainant, for which she deserves reasonable compensation.

9] In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OPs are directed as under:-

- i) to refund Rs.60,326.44/- to the complainant alongwith interest @ 9% per annum from the date of filing of this complaint i.e. 04.03.2025 till the date of its actual realization to the complainant.
- ii) to pay lump sum compensation of Rs.10,000/- to the complainant towards the harassment caused as well as litigation expenses.

This order be complied with by the OPs within 45 days from the date of receipt of its certified copy.

10] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per Rules under The Consumer Protection Rules, 2020. After compliance file be consigned to record room.

Announced

30.06.2026

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

.....

AMRINDER SINGH SIDHU

PRESIDENT

.....

BRIJ MOHAN SHARMA

MEMBER