

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/44/CC/1058/2025**

MOHIT BANSAL
PRESENT ADDRESS - CHDCHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

INDIGO AIRLINES
BUSINESS ADDRESS - NEW DELHICHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

HON'BLE PAWANJIT SINGH , PRESIDENT
HON'BLE MR. B.M.SHARMA , MEMBER

FOR THE COMPLAINANT:

AMANDEEP SINGH (Advocate)

DATED: 01/07/2026

ORDER

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

Consumer Complaint No.	:	CC/1058/2025
Date of institution	:	11/11/2025
Date of Decision		01/07/2026

Mohit Bansal (Age-47 yrs.) s/o Sh. Om Prakash Bansal, r/o #1065, First Floor, Sector 21-B, Chandigarh. PIN CODE-160022. Email - mbhcl@yahoo.com.

..... Complainant

Versus

1. IndiGo Airlines through its Manager.

Address 1: Registered Office - Upper Ground Floor, Thapar House, Gate No.2, Western Wing, 124 Janpath, New Delhi 110001. Email- nodalofficer@goindigo.in

Address 2: Corporate Office - Third Floor, Emaar Capital Tower 2, Mehrauli -Gurugram, Haryana 122002.

2. Turkish Airlines through its Manager.

Address 1: Unit No:1001A, 10th Floor Time Tower, Sector 28 M.G. Road, Gurgaon 122001. Haryana, Delhi.

Address 2: No. 367, Badam Singh Market NH-8, Near Shiv Murti, Rangpuri, New Delhi-110037.

...Opposite Parties

CORAM :	SHRI PAWANJIT SINGH	PRESIDENT
	SHRI B.M. SHARMA	MEMBER

ARGUED BY : Ms. Neha Mathroo, Advocate proxy for Sh. Mandeep Singh,
Adv. for complainant.

Sh. Shrey Goel and Ms. Kritika Gupta, Adv. for OP No.1.

Sh. Anshul Jain, Advocate for OP No.2

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by complainant against the opposite parties (hereinafter referred to as the OPs).

The brief

facts of the case are as under :-

- a. It transpires from the averments as projected in the consumer complaint that the complainant and his son had booked tickets from New Delhi to Detroit via Istanbul on 15.08.2025 through Turkish Airlines (codeshare with IndiGo Airlines) [Copy of tickets Annexure C/1 (colly)]. On reaching Delhi Airport, IndiGo staff issued boarding passes only up to Istanbul and informed them that the onward flight was cancelled, thereby denying boarding. No prior intimation of cancellation was given, though airlines are duty bound to inform passengers in advance. IndiGo offered hotel stay, but the complainant stayed with relatives in Gurugram. Despite assurances of a revised itinerary, no arrangements were made, and Turkish Airlines later confirmed no seat availability to Detroit until 20.08.2025. Since the complainant's son had mandatory university orientation in the USA starting on 18.08.2025, an emergency ticket had to be purchased from Lufthansa Airlines at an exorbitant cost of ₹ 2,37,492/- [Annexure C/2]. Additionally, hotel bookings in the USA had to be cancelled, resulting in partial refund losses of ₹ 15,739.92 and forfeiture of non-refundable bookings worth ₹ 28,721.26 [Annexure C/3 colly]. Emails exchanged with both airlines [Annexure C/4] revealed Turkish Airlines shifted

responsibility to IndiGo, while IndiGo offered only ₹20,000 per passenger compensation and erroneously claimed an alternative flight was offered. Turkish Airlines refunded the original ticket amount [Annexure C/5]. Further, Air Help app showed that the Delhi–Istanbul flight actually departed with a 55-minute delay, contradicting IndiGo’s claim of cancellation [Annexure C/6]. Thus, the complainant was misled, forced to incur heavy expenses, and suffered financial loss and mental agony due to deficiency in service and unfair trade practice by IndiGo Airlines, which as the first carrier of the codeshare ticket bore responsibility to provide alternate arrangements. The aforesaid act amounts to deficiency in service and unfair trade practice on the part of OPs. OPs were requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OP No.1 resisted the consumer complaint and filed their written version, inter alia, taking preliminary objections of maintainability and cause of action and admitted that on 15.08.2025, the Complainant and the accompanying Passenger reached Delhi airport to board Flight but due to extraordinary operational reasons beyond the control of the answering OP Flight A was downgraded, resulting in seat constraints. The

answering OP offered them an alternative flight and hotel accommodation, which they declined, and subsequently on 27.08.2025 the Complainant sent an email alleging inconvenience, to which the Customer Experience team responded by addressing the concerns, offering without liability compensation of Rs. 20,000/- per passenger, and requesting supporting bills for transport and food expenses, while also informing that refund issues should be addressed to Turkish Airlines as the marketing carrier. However, the Complainant denied the compensation and did not share the requested documents, and it is submitted that in codeshare arrangements the operating carrier's conditions of carriage supersede those of the marketing carrier, and in this case Turkish Airlines was the marketing carrier while the answering OP only operated Flight A, governed by IndiGo Conditions of Carriage – Codeshare. On merits, the facts as stated in the preliminary objections have been re-iterated. The cause of action set up by the complainant is denied. The consumer complaint is sought to be contested.

- c. OP No.2 resisted the consumer complaint and filed their written version, inter alia, taking preliminary objections of maintainability and cause of action and while admitting factual matrix of the case stated that the answering OP has at all times

acted with due care and in strict conformity with its contractual, regulatory, and operational obligations. The alleged disruption occurred on the Delhi–Istanbul operating sector operated by OP No. 1 (IndiGo Airlines) under a codeshare arrangement, while the answering OP was only the marketing carrier with no operational control over the aircraft, crew, or dispatch. Upon receiving intimation of the disruption on 15.08.2025 and on the express request of the passengers, the answering OP promptly processed and effected full refunds to the passengers, namely Mr. Ishan Bansal i.e. Rs.67,209.00 and Rs, 1,04,485.00 to Mr. Mohit Bansal, credited to the same mode of payment used for booking. Thus the the answering OP discharged its contractual and statutory obligations fully and in a timely manner, and therefore the Complaint is liable to be dismissed as against the Answering Opposite Party.

d. Despite grant of numerous opportunities, no rejoinder was filed by the complainant to rebut the stand of the OP.

2. In order to prove their respective claims the parties have tendered/proved their evidence by way of respective affidavits and supporting documents.

3. We have heard the learned counsel for the parties and also gone

through the file carefully, including the written arguments on record.

- (i) At the very outset, it may be observed that when it is an admitted case of the parties that the complainant and his son availed the flight services of the OPs for travelling from Delhi to Detroit as is evident from air tickets Annexure C-1 (colly) and, the flight of Ops cancelled suddenly and the complainant had to book an alternative flight on higher rate of Rs.2,37,492/- as is evident from Annexure C-2 (colly), the case is reduced to a narrow compass as it is to be determined if the aforesaid act of the Ops amounts to deficiency in service and the complainant is entitled for the relief as prayed for as is the case of the complainant or if the complaint being false and frivolous is liable to be dismissed as is the defence of the OPs.
- (ii) The complainant contends that due to the sudden cancellation of the scheduled flight by the OPs, without prior intimation, he and his son were compelled to arrange an alternative flight at a significantly higher cost. Furthermore, they did not receive a full refund for the hotel booking. As a result, the complainant and his son suffered financial loss, mental agony, and physical harassment.
- (iii) The stand of the OPs is that the flight was downgraded due to circumstances beyond their control, which led to seat

constraints. OP No.2 refunded the ticket price to the complainant, and OP No.1 offered compensation of Rs.20,000/- per passenger, which was rejected by the complainant. Therefore, according to the OPs, there was no deficiency in service on their part.

(iv) However, we do not find merit in the contention of the OPs. Annexure C-2 (colly) clearly shows that the complainant had to purchase new tickets at a higher rate compared to the original booking with the OPs. Annexure C-3 (colly) further establishes that the complainant paid the advance payment of hotel but did not receive a full refund for the hotel booking.

(v) It is true that OP No.2 refunded the ticket amount of Rs.1,71,694/- (Rs.1,04,485/- + Rs.67,209/-) as per Annexure C-5, and OP No.1 offered compensation of Rs.40,000/- via email (Annexure C). However, the fact remains that the sudden cancellation of the flight, without prior intimation, caused the complainant and his son considerable mental agony and forced them to incur excessive charges for alternative ticket. Additionally, they suffered financial loss due to the non-refund of the amount paid for hotel booking as out of total paid amount of Rs.1,07,419.65 towards the hotel booking as is evident from Annexure C-3 (colly) the complainant was only refunded

Rs.62,958.92 and Rs. Rs.44,460/- was not refunded to the complainant. Hence, there is clear deficiency in service on the part of the OPs. They are liable to pay the differential cost of the alternative tickets, the unreimbursed hotel charges, and suitable compensation.

- (vi) So far as the quantum of relief is concerned, the complainant incurred Rs.2,37,492/- for the new tickets, whereas the OP No.2 refunded Rs.1,71,694/- for the cancelled tickets. Thus, the OPs are liable to pay the differential amount of Rs.65,798/- (Rs.2,37,492/- minus Rs.1,71,694/-). In addition, they must reimburse Rs.44,460/- towards the hotel charges not refunded to the complainant by the concerned hotels. Thus the OPs are liable to refund a total amount of Rs.1,10,258/- apart from compensation for the mental agony and harassment suffered due to the deficiency in service.

4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OPs are directed as under :-

- (i) to refund ₹ 1,10,258/- to the complainant(s) alongwith interest @ 9% per annum (simple) from 15.8.2025 (when the flight was scheduled) onwards
- (ii) to pay consolidated amount of ₹ 50,000/- to the complainant for causing mental agony and harassment

and for costs of litigation

5. This order be complied with by the OPs jointly and severally within a period of 45 days from the date of receipt of certified copy thereof, failing which the principal amount(s) mentioned at Sr.No.(i) & (ii) above shall carry penal interest @ 12% per annum (simple) from the date of expiry of said period of 45 days, instead of 9% [mentioned at Sr.No.(i)], till realization.

6. Pending miscellaneous application(s), if any, also stands disposed off.

7. Certified copies of this order be sent to the parties free of charge.
The file be consigned.

Announced

01/07/2026

[Pawanjit Singh]

President

mp

[B.M. Sharma]

Member

.....
PAWANJIT SINGH
PRESIDENT

.....
B.M.SHARMA
MEMBER