

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION HAMIRPUR, DISTRICT HAMIRPUR, H.P.**

Date of Institution: 10.09.2024
Date of final hearing: 10.06.2026
Date of Pronouncement: 17.07.2026

Consumer Complaint No.-DC/17/CC/118/2024
IN THE MATTER OF

Nitin Thakur son of Shri Joginder Thakur Resident of Village & Post
Office Ree, Tehsil Sujanpur, District Hamirpur (H.P), through his
General Power of Attorney, Shri Joginder Singh (Father).

.....Complainant

Versus

1. Easy Trip Planner Ltd., Building No.223, Patparganj Industrial
Area, New Delhi-110 092, through its Authorized Signatory /In-
charge/ Managing Director /Manager.
2. Go First Airlines, C/o Britannia Industries Ltd., A-33, Lawrence
Road, Industrial Area, New Delhi-110 035, through its Chief
Executive Officer (C.E.O).

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra
Members: Ms. Sneha Lata & Mr. Joginder Mahajan

Present:- Mr. Akshay Kumar, Ld. Counsel for complainant.
Mr. Vivek Sharma, Ld. Counsel for opposite party No.1.
Opposite party No.2 already ex-parte.

PER: Mr. Hemanshu Mishra, President:-

ORDER

Facts giving rise to filing of this complaint are that the
Complainant booked an air ticket with OP No.2 for flight No.G8-226
scheduled to fly from Leh to New Delhi on June 1, 2023. The booking
was done online through the portal of OP No.1 on 05.05.2023 under
PNR No.MGRPKR. The Complainant paid a sum of Rs.14,261/- online
as consideration for the ticket. On the date of travel, i.e., 01.06.2023,

the Complainant reached the Leh Airport, only to be informed that the flight had been cancelled. The Complainant asserts that no prior intimation, email or SMS regarding the cancellation was sent to him by either OP No.1 or OP No. 2. The Complainant was traveling to his native village in Hamirpur (H.P) for the solemnization of his own marriage, which had been pre-scheduled. Due to the sudden cancellation of the flight and the lack of alternative arrangements, the Complainant was forced to hire a commercial taxi from Leh to New Delhi to reach his wedding on time, incurring an additional expense of Rs.18,000/-. The Complainant repeatedly followed up with OP No.1 and OP No 2 for a refund of the ticket price Rs.14,261/- and compensation for the cab fare Rs.18,000/-, but to no avail. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

2. Upon notice, opposite party No.1 appeared through counsel and contested the complaint taking preliminary objections of maintainability and cause of action. It is submitted that opposite party No.1 acted merely as an intermediary/Online Travel Agent facilitating booking between the consumer and the airline. The contract of carriage exists solely between the Complainant and the OP No.2. The cancellation of the flight was a unilateral decision taken by OP No. 2 due to operational issues. Under the User Agreement and terms of booking, OP No.1 is not liable to refund any booking amount unless the same is released and processed by the concerned airline. OP No.1 has not retained the flight booking amount of Rs.14,261/-. OP No.1 stated that it acted with due diligence. Upon receiving requests from the Complainant, it repeatedly followed up with the airline via emails dated 06.10.2023 and 06.11.2024 asking to process the refund. OP No.1 contended that there was no deficiency in service on its part and prayed for the dismissal of the complaint with costs. Whereas opposite party No.2 did not appear before this Commission despite service, hence, proceeded against ex-parte.

3. The complainant has filed rejoinder denying the contents of the reply filed by opposite party No.1 and reiterating those of complaint.

4. The parties were called upon to produce their evidence in support of their contentions and parties have adduced their respective evidence.

5. We have heard learned counsel for the parties and also gone through the case file carefully.

6. Perusal of the record reveals that the Complainant booked an air ticket through the online portal of Opposite Party No. 1 on 05.05.2023 to travel from Leh to Delhi, bearing booking ID EMT116823421. The scheduled flight from Leh to Delhi, operated by Go First Airline as flight No. G8-226, was set to depart on 01.06.2023 at 10:30 AM. The Complainant booked the ticket by paying an amount of Rs.14,261/- online. The said e-ticket, marked as Annexure C-1, was issued by EaseMyTrip (Opposite Party No. 1) through the aforementioned booking ID on 05.05.2023 at 19:47 hours.

7. A perusal of the affidavit filed on behalf of Opposite Party No. 1 by its representative, Mr. Akash Singh, reveals that Opposite Party No. 2 (Go Airlines India Ltd.) abruptly filed for bankruptcy protection and suspended all its flight operations effective from 03.05.2023. Opposite Party No. 1 contended that it had absolutely no role in this operational decision or insolvency process.

8. However, we are of the firm opinion that since Opposite Party No. 2 filed for bankruptcy protection on 03.05.2023, and Opposite Party No. 1 subsequently accepted the booking consideration and issued the e-ticket to the Complainant on 05.05.2023, the liability rests squarely upon Opposite Party No. 1.

9. Compounding this negligence, Opposite Party No. 1 completely failed to provide any prior intimation to the Complainant regarding the status or cancellation of the flight. Instead of acting transparently and notifying the consumer well within time, Opposite Party No. 1 waited until the very date of the scheduled flight. The Complainant was left entirely in the dark and only discovered the cancellation upon arriving at the Leh Airport on 01.06.2023, without having received any prior SMS, email, or digital alerts from either of the Opposite Parties. This failure to communicate a foreseeable cancellation well in advance constitutes an independent, severe omission of professional duty and a gross deficiency in service.

10. The Complainant was to travel under strict time constraints for a highly critical personal milestone the solemnization of his own pre-scheduled marriage in Hamirpur, Himachal Pradesh. Due to the complete lack of proactive communication, alternative arrangements, or logistical support from the Opposite Parties, coupled with the remote geographic challenges of the Leh region, the Complainant was forced into an emergency situation where hiring a commercial vehicle was the single viable option to reach his wedding on time.

11. The expenditure of Rs.18,000/- incurred on the commercial taxi from Leh to his destination is a direct, foreseeable consequence of the Opposite Parties' total failure to render service or provide timely notice. A consumer is legally entitled to be made whole for actual financial injuries arising from such blatant operational negligence; therefore, the taxi charges of Rs.18,000/- must be added to the relief.

12. Furthermore, the severe mental trauma, acute anxiety, and sheer helplessness suffered by a groom who discovers at a high-altitude airport that his flight stands cancelled on the eve of his own wedding cannot be overlooked. The administrative indifference and negligence of the booking platform exposed the Complainant to

immense distress and potential societal embarrassment. While the Complainant has suffered significantly, a balance must be struck between equitable relief and reasonable quantification. Taking into account the emergency road transit across hazardous mountainous terrain and the other grievance caused by the opposite party No.1's silence, the total compensation for mental agony and physical harassment is assessed at a fixed lump sum amount of Rs.25,000/- only.

13. Even in his affidavit (Ext. OPW-1), Mr. Akash Singh stated that Opposite Party No. 1 has filed a claim petition under Form-B (Annexure-2) before the Interim Resolution Professional, Mr. Abhilash Lal, in the ongoing insolvency proceedings initiated against Go Airlines India Ltd. He further stated that the airline has failed to refund the booking amount to date and has not responded to the requests raised by Opposite Party No. 1. Under these circumstances, we hold that Opposite Party No. 1 is primarily liable to refund the booking amount to the Complainant, and it retains the right to seek recovery by pursuing its claim before the Interim Resolution Professional. Therefore, the complaint deserves to be allowed against Opposite Party No. 1.

14. Accordingly, the complaint is allowed and opposite party No.1 is directed to refund an amount of Rs.14,261/- to the complainant within 45 days from the date of receipt of copy of this order, failing which, it will incur an interest @ 9% per annum from the date of complaint till its realization. Apart from this, opposite party No.1 is also directed to pay compensation to the extent of Rs.25,000/- to the complainant, besides litigation cost to the tune of Rs.4,000/-.

15. Applications pending, if any, stand disposed of in terms of the aforesaid order.

16. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The order be uploaded forthwith on the website of the Commission for the perusal of the parties.

17. File be consigned to record room along with a copy of this order.

(Hemanshu Mishra)
President

K.D*	(Sneh Lata) Member	(Joginder Mahajan) Member
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