

GOVERNMENT OF JAMMU & KASHMIR
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
BARAMULLA/BANDIPORA



Coram: -

1. Mr. Peerzada Qousar Hussain President

2. Ms. Nyla Yaseen Member

Consumer Complainant No: 35/2025

**Abdul Rashid S/o Khawaja Aziz Joo R/o Jetty-B Khawajabagh
Baramulla**

.....(Complainants)

Versus

**Al-Jannnat Travel Agency at Kanispora through its proprietor
Tahir Hassan Daand.**

..... (Opposite parties)

Date of Institution: 29-04-2025

Date of Decision: 29-07-2026

Appearing Counsel:

Adv. Sheikh Irshad Rashid for the complainants.

OPs in Ex Parte.

Judgement

The instant complaint has been filed by the complainants before this commission on 29-04-2025 alleging therein deficiency in service and unfair trade practice on the part of the OP with prayer to grant the following relief.

.1 Direction to the OP to refund the entire amount of Rs 625000 along with interest with market rate with an amount of Rs 1,00,000/ as compensation and 1,00,000/ as litigation charges.

Brief facts

The case of the complainant is that he availed the service of the OP for performing Umrah and paid an amount of Rs.6,25,000/- It is alleged that upon reaching the destination, no proper accommodation and other facilities were provided to the complainant as was promised. It is further alleged that the complainant, on reaching there, was kept in starvation, due to which, he was left at an unknown place for one night. However, some accommodation was later provided which too was not up to the mark. Further, the complainant witnessed that the OP had been engaged in another business of **Kashmiri Arts**. Therefore, no heed was given to his repeated requests to redress his grievances during the pilgrimage.

Notice was issued.

Despite service of notice, the OP failed to contest. Resultantly, the ex parte proceedings were initiated against the OP.

The complainant submitted the evidence affidavit of Amina Kakroo w/o Khawaja Aziz Kakroo R/o Jetty-B, Khawajabagh and Abdul Rashid S/O Khwaja Aziz Joo R/O Jetty B Khwajabagh Baramulla, the complainant witness on his own case. The witness, on affidavits, stated that they approached the OPs for performing pilgrimage.

and on the assurance of the OPs for providing the best services, he availed the services of the OPs including the accommodation, food etc. and accordingly paid an amount of Rs 6.25 lakh to the OP. The contention of the complainant is that on reaching the Holy land of Makkah, all the promises and assurances appeared a distant dream, as all the members of the OP disappeared suddenly. The complainant was taken to the hotel by some unknown persons who later misbehaved with the complainant.

Further on reaching the Holy land of Madinah, limited meals were provided to complainant due to which the complainant fell sick and even no medicine was provided to him besides no guide was provided despite repeated requests. The omission and commission of the OP resulted in the harassment and mental agony to the complainant, which also caused monetary loss to the complainant.

On the basis of material placed on record as well as the written arguments advanced by the complainant, we are of the considered opinion that the OP accepted the consideration from the complainant for providing the services but failed to provide promised services/facilities to the satisfaction of the complainant which act admittedly amounts to deficiency in service as well as the unfair trade practice in accordance with the provisions of Consumer Protection Act 2019. Additionally, the unrebutted evidence led by the complainant inspires confidence about the assurance of the OP at the time of booking the Umrah package with regard the accommodation, transportation and allied services.

Perusal of the record also reveals that the complainant was provided with the visa, air-tickets as such he did undertake the journey. Therefore, it would not be just and proper to seek refund the entire amount because of the fact that the contractual obligations have been performed by the OP.

The honorable national commission in the case titled MS cox and kings Pvt. Ltd. vs Col SP Putchala & Ors. and MS Hello Travel Vs Harish C Jain and Anr. has held that the Tour Operator is liable when there is short coming in the quality and manner of performance.

Against the above backdrop the complaint of the complainant is partly allowed and disposed of with the following directions:

1. OP is directed to refund 15% of the package cost to the complainant.
2. OP is further directed to pay an amount of Rs. 50,000/- to the complainant as compensation for not providing the proper service to the complainant.

The OP shall comply with the above order within a period of 45 days from the date of order.

Furthermore, the OP is cautioned to be more careful in the future while carrying pilgrimage tour and ensure that no pilgrimage is subjected to such deficiency in future.

Order announced

Date: 29-07-2026

Nyla Yaseen
Member

Peerzada Qousar Hussain
President

Copy of this Order be provided to the parties for compliance and file be consigned to records after due completion.