

Date of Institution : 26.03.2026
 Date of Final Hearing : 03.08.2026
 Date of Pronouncement : 17.08.2026

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
 COMMISSION: KURNOOL**

Present: Sri Karanam Kishore Kumar, B.A., B.L., President

Sri N.Narayana Reddy, B.A., B.L., Member
 And

Smt S.Nazima Kausar, PGDBM., M.Com., MBA., B.Ed., Member

Monday the 17th day of August, 2026

CONSUMER COMPLAINT No.70/2026

Between:

G.M.Anvith Mithra
 S/o G.M.Jitendra,
 Aged about 24 Years,
 Student, D.No.18-672,
 G.H.Road, Adoni-518301,
 Kurnool, Andhra Pradesh.

**...COMPLAINANT
 (Through: G.M.Lalith, Advocate)**

-VS-

The Managing Director,
 Greenline Travels,
 #32, Hotel Suprabatha Building,
 Seshadri Road, Anandrao Circle,
 Bengaluru-560009,
 karnataka.

**...OPPOSITE PARTY
 (Through: Sri A.Sreenivasulu, Advocate)**

ORDER

(Per Sri Karanam Kishore Kumar, President on behalf of the Bench)
CONSUMER COMPLAINT No.70/2026

1. This complaint is filed under section 35 of the Consumer Protection Act, 2019, praying to direct the opposite party:-

- a. To pay an amount of Rs.7,840/- of first flight Indigo 6E Bengaluru to Hindon Ghaziabad on 26.10.2025 at 10.50 A.M.

To pay an amount of Rs.8,000/- of second flight Air India AI-2665 Bengaluru to Delhi on 26.10.2025 at 19.30 P.M.

To pay an Room Booking rent of Rs.5,000/-. In total amount of Rs.20,840/- at the rate of interest at 24% per annum from 26.10.2025 till realization.

- b. To pay Rs.5,00,000/- towards compensation for causing mental agony to the complainant and his family members.
- c. To pay Rs.1,00,000/- costs of the complaint.
- d. To pass any other relief or reliefs as the Hon'ble Commission deems fit and proper in the interest of justice.

2. The case of the complainant in brief runs as follows:- The complainant is a resident of G.H. Road, Adoni, Kurnool District. The opposite party is Greenline Travels, represented by its Managing Director, Bengaluru.

The complainant was selected to pursue an M.Phil. in Clinical Psychology at the Institute of Human Behaviour and Allied Sciences (IHBAS), Delhi, and was required to report and join the course on 27.10.2025. In order to travel to Delhi, the complainant booked Indigo Flight No. 6E-2582, scheduled to depart from Kempegowda International Airport, Bengaluru, on 26.10.2025 at 10:50 A.M. As he was residing at Adoni, he booked a bus ticket with the opposite party on 24.10.2025 for travel from Adoni to Bengaluru in Bus No. AR01 T 4699.

Before booking the bus ticket, the complainant verified the schedule published online by the opposite party. As per the ticket, the bus was scheduled to depart from Adoni at 11:15 P.M. on 25.10.2025 and reach Bengaluru at 5:00 A.M. on 26.10.2025. At the time of boarding, the complainant enquired with the driver about the expected arrival at

Devanahalli Toll Cross, Bengaluru, and was assured that the bus would reach there between 5:00 A.M. and 5:30 A.M.

Accordingly, the complainant boarded the bus at Adoni Bus Stand on 25.10.2025 at about 11:30 P.M. During the journey, he slept in his reserved seat. At about 5:00 A.M. on the following day, he woke up expecting the bus to be nearing Devanahalli Toll Cross. On enquiry, he was informed by the driver that the bus was proceeding through a different route and might reach Devanahalli Toll Cross only around 9:00 A.M. The complainant became anxious as he had to proceed from Devanahalli Toll Cross to Kempegowda International Airport and board his flight at 10:50 A.M. Since he was already en route and had no immediate alternative transportation, he continued travelling in the bus.

Even by 9:00 A.M., the bus had not reached Bengaluru. At about 10:15 A.M., the complainant received a call from representatives of Indigo Airlines enquiring about his whereabouts, as boarding had commenced and the departure gates were about to close. The bus was still far from Devanahalli Toll Cross. Ultimately, it reached Devanahalli Toll Cross at about 11:30 A.M., by which time Indigo Flight No. 6E-2582 had departed. The complainant contends that the delay occurred because the opposite party and its driver operated the bus through an alternative route without prior information to the passengers. He further contends that no information was provided regarding the change of route or the expected

delay, and that, had such information been given in advance, he could have made alternative travel arrangements.

As no immediate flight to Delhi was available, the complainant was compelled to book Air India Flight No. AI-2665, scheduled to depart at 7:30 P.M. on 26.10.2025, at a higher fare. He also incurred expenditure towards accommodation and other incidental expenses while waiting for the flight and reached Delhi at about 2:00 A.M. on the following day. The complainant alleges that, due to the deficient service of the opposite party, he suffered financial loss towards the additional airfare, accommodation and incidental expenses and also underwent mental agony, stress, anxiety and inconvenience, particularly as he was required to report for his academic course on 27.10.2025.

The complainant thereafter issued legal notice dated 29.10.2025 to the opposite party, calling upon it to compensate him for the losses suffered. Despite receipt of the notice, the opposite party neither replied nor paid any compensation. According to the complainant, the acts and omissions of the opposite party constitute negligence and deficiency in service, causing financial loss and mental agony to him. Hence, this complaint.

3. The opposite party filed its written version contending that the complaint is not maintainable either in law or on facts. It is submitted that, as per the terms and conditions governing the bus ticket, the opposite party cannot be held responsible for any delay in the operation of the bus. The

terms and conditions provide that the route and scheduled timings of the bus may be altered or deviated from depending upon the prevailing circumstances and operational requirements, particularly in the interest of the safety and security of passengers. The complainant accepted the said terms and conditions at the time of booking the ticket.

It is further submitted that delays in reaching the destination may occur due to unforeseen circumstances, including technical issues, traffic congestion, road conditions, diversions, weather conditions, vehicle breakdowns and other operational exigencies beyond the control of the opposite party. According to the opposite party, such circumstances are covered by the terms and conditions of the booking and, therefore, no liability can be fastened upon it for the delay.

The opposite party further contends that, even according to the complainant, he merely enquired with the driver regarding the expected arrival time and did not make any enquiry with the opposite party or its authorized booking officials regarding the schedule or possible delays. It is submitted that any statement allegedly made by the driver regarding the expected arrival time cannot be construed as a binding assurance on behalf of the opposite party or form the basis for a claim for compensation.

The opposite party also submits that its buses are public transport vehicles governed by the Motor Vehicles Act and the rules framed thereunder, and that its services are subject to the statutory framework regulating public transport operations. On that ground, it contends that the

present complaint is not maintainable before this Commission and that the complainant ought to have approached the appropriate forum, if so advised.

The opposite party contends that the complaint is based on misconceived facts and untenable grounds and has been filed with an intention to claim monetary relief. It denies any deficiency in service or negligence on its part and submits that the allegations in the complaint do not establish any actionable deficiency in service. On the above grounds, the opposite party contends that there was no deficiency in service or negligence on its part and prays for dismissal of the complaint with costs.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A6 are marked. The opposite party filed sworn affidavit and Ex.B1 is marked.

5. We have perused the available records and written arguments filed by the complainant and opposite party and heard oral arguments of both sides.

6. Now, the points that arise for consideration are:

- i. Whether there is any deficiency of service on the part of the opposite party or not?
- ii. Whether the complainant is entitled to the reliefs as prayed for or not?
- iii. If any relief, then to what extent?

7. Points i to iii:- The complainant booked a bus from Adoni to Bengaluru to catch his scheduled Indigo flight to Delhi on 26.10.2025. Due

to the opposite party's unexplained route deviation and substantial delay, the bus reached Devanahalli only at about 11:30 A.M., causing him to miss the flight. He was therefore compelled to book another flight and incur additional accommodation expenses, besides suffering financial loss and mental agony.

The complainant filed sworn affidavit and marked (Ex.A1 to Ex.A6) Ex.A1 is the E-Ticket Invoice No.PF2025A004234230 (From Bengalur to Hindon Ghaziabad), dated 19.10.2025. Ex.A2 is the E-Ticket Invoice No.PF2025A004413847 (From Bengalur to Delhi), dated 26.10.2025. Ex.A3 is the Green Line Travels and Holidays Green Ticket No.5128641 (From Adoni to Bengaluru), dated 24.10.2025. Ex.A4 is the Legal Notice, dated 29.10.2025. Ex.A5 is the Postal Receipt, dated 29.10.2025. Ex.A6 is the Aadhar Card of Complainant. The opposite party filed sworn affidavit and marked Ex.B1 is the Paytm Travels Direct, dated 20.04.2026.

There is no dispute that the complainant purchased a bus ticket from the opposite party for travelling from Adoni to Bengaluru on 25.10.2025 and that the scheduled arrival was in the early hours of 26.10.2025. It is also not in dispute that the complainant had a flight from Bengaluru scheduled at 10:50 A.M. on the same day.

The complainant's case is that, contrary to the published schedule, the bus proceeded through a different route and reached Devanahalli Toll Cross only at about 11:30 A.M. The consequence was that the complainant could not board his scheduled flight. The opposite party has not specifically

established, by any convincing evidence, the reason for the deviation from the normal route or the circumstances which necessitated such deviation.

The opposite party relies upon Ex.B1, namely, the terms and conditions governing the bus ticket, and contends that the route and timings were subject to alteration depending upon prevailing circumstances. Such a clause may protect the operator against delays genuinely caused by circumstances beyond its reasonable control. However, it cannot be construed as an unrestricted licence to deviate from the scheduled route or materially alter the arrival time without reasonable justification or without informing the passenger.

If there was any unavoidable traffic diversion, road closure, breakdown, safety issue or other operational exigency necessitating the change of route, it was incumbent upon the opposite party to place the relevant material before this Commission. Except relying upon the general terms and conditions, no satisfactory evidence has been produced to establish that the substantial delay was caused by any unavoidable circumstance beyond its control. The complainant had booked the bus after verifying the published schedule and made his onward flight arrangements accordingly. The scheduled arrival of the bus at about 5:00 A.M. and the scheduled departure of the flight at 10:50 A.M. provided a reasonable time gap. Therefore, the complainant cannot be faulted for relying upon the schedule represented by the opposite party.

The contention that the complainant merely enquired with the driver and that the driver's assurance was not binding does not advance the case of the opposite party. The driver was operating the bus on its behalf. In any event, the complainant's grievance is not founded merely on the driver's assurance, but on the substantial deviation from the scheduled route and the resulting delay. The bus, which was scheduled to reach Bengaluru at about 5:00 A.M., reached Devanahalli Toll Cross only at about 11:30 A.M., causing the complainant to miss his onward flight.

The opposite party, being a service provider, was required to exercise reasonable care and diligence in providing the transportation service in accordance with the schedule represented to the passenger. While minor and unavoidable delays may be inherent in road transport, an unexplained delay of several hours, resulting in the passenger missing a pre-booked flight, amounts to failure to render the service with reasonable care and diligence. The contention that the bus service is governed by the Motor Vehicles Act and, therefore, the complaint is not maintainable, is untenable. The said Act does not bar a consumer from seeking redressal for deficiency in a service availed for consideration. Hence, the complainant is entitled to invoke the jurisdiction of this Commission.

On an overall consideration of the evidence, this Commission is of the view that the opposite party failed to establish any sufficient or unavoidable reason for the substantial deviation from the scheduled route and the consequential delay. The failure to transport the complainant within the

represented schedule, coupled with the absence of timely information regarding the route deviation and delay, constitutes deficiency in service.

The complainant claims Rs.7,840/- towards the Indigo ticket which he could not utilize, Rs.8,000/- towards the Air India ticket subsequently purchased and Rs.5,000/- towards room accommodation, totalling Rs.20,840/-. However, the complainant is not entitled to the amount of Rs.7,840/- towards the Indigo ticket, as the said amount cannot be treated as a recoverable loss from the opposite party in the circumstances of the case. The expenditure towards the subsequent Air India ticket was a consequential expense reasonably incurred by the complainant to reach Delhi after he could not board the scheduled flight due to the delayed bus service. The room accommodation expense is also an incidental expenditure arising out of the delay. Accordingly, the complainant is entitled to Rs.13,000/- towards the Air India ticket and room accommodation.

The complainant has also claimed interest at 24% per annum. However, no contractual or other sufficient basis has been shown for awarding interest at such a high rate. In the circumstances of the case, interest at 9% per annum would meet the ends of justice. The complainant has further claimed Rs.5,00,000/- towards mental agony and inconvenience and Rs.1,00,000/- towards costs. The record shows that the complainant was travelling for an important academic purpose and had to report at IHBAS, Delhi. Missing the scheduled flight due to the substantial delay of the bus naturally caused anxiety, inconvenience and mental agony. At the

same time, the compensation claimed is disproportionately high in relation to the proved pecuniary loss and the nature of the deficiency established in this case. Considering the facts and circumstances, a sum of Rs.50,000/- towards compensation for mental agony, inconvenience would be just and reasonable.

8. In the result, the complaint is partly allowed. The opposite party is directed to pay to the complainant a sum of Rs.13,000/- (Rupees Thirteen Thousand only) towards the actual and consequential expenses incurred on account of the deficient bus service. The opposite party is further directed to pay a sum of Rs.50,000/- (Rupees Fifty Thousand only) towards compensation for mental agony, inconvenience and harassment and Rs.10,000/- (Rupees Ten Thousand only) towards costs of the complaint. Thus, the complainant is entitled to a total sum of Rs.73,000/- (Rupees Seventy-Three Thousand only). The above amounts shall be paid by the opposite party to the complainant within 45 days from the date of receipt of this order, failing which the entire amount of Rs.73,000/- shall carry interest at 12% per annum from the date of default till realization.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 17th day of August, 2026.

Sd/-
WOMEN MEMBER

Sd/-
MALE MEMBER

Sd/-
PRESIDENT

APPENDIX OF EVIDENCE**Witnesses Examined****For the complainant:-Nil****For the opposite party:-Nil****List of exhibits marked for the complainant:-**

Ex. No.	Date/Year	Description	Remarks
A1	19.10.2025	E-Ticket Invoice No.PF2025A004234230 (From Bengalur to Hindon Ghaziabad).	Self attested photo copy
A2	26.10.2025	E-Ticket Invoice No.PF2025A004413847 (From Bengalur to Delhi).	Self attested photo copy
A3	24.10.2025	Green Line Travels and Holidays Green Ticket No.5128641 (From Adoni to Bengaluru).	Self attested photo copy
A4	29.10.2025	Legal Notice.	Office copy
A5	29.10.2025	Postal Receipt.	Original
A6		Aadhar Card of Complainant.	Self attested photo copy

List of exhibits marked for the opposite party:-

Ex. No.	Date/Year	Description	Remarks
B1	20.04.2026	Paytm Travels Direct.	Photo copy

Sd/-
WOMEN MEMBER

Sd/-
MALE MEMBER

Sd/-
PRESIDENT

Pronounced on:- **17.08.2026**

Copy to:-

Copy made ready on _____ :

Copy dispatched to Complainant
and Opposite parties on _____ :