

District Consumer Disputes Redressal Commission-I (North District)
[Govt. of NCT of Delhi]
Ground Floor, Court Annexe -2 Building, Tis Hazari Court Complex, Delhi- 110054
Phone: 011-23969372; 011-23912675 Email: confo-nt-dl@nic.in

Consumer Complaint No.: DC/80/CC/76/2019

In the matter of:-

Mr. Deyzeel Aggarwal
S/o Mr. Naresh Kumar Mittal
142 A, Block-A, Gali No.1,
Hardev Nagar, Jharodha Majra,
Burari, Delhi-110085.

...

Complainant

Vs

The Proprietor,
InterGlobe Aviation Ltd. (Indigo)
Level 5, Tower D,
Global Business Park,
M.G. Road Gurgaon,
Haryana-122002.

...

Opposite Party

ORDER
31/08/2026

Ashwani Kumar Mehta, Member:

1. The present complaint has been filed under Section 12 of the Consumer Protection Act, 1986. The brief details of facts, as alleged by the Complainant in the Complaint in hand, are that:-

- a) the complainant purchased a confirmed flight ticket from Delhi to Bengaluru for 03.02.2019 through Paytm from Indigo Airlines on 29.12.2018 which has been annexed with the complaint as Annexure-A.
- b) on the date of departure i.e 03.02.2019 at 1:31 pm, complainant received e-mail from OP Airline (services@goindigo.in) for PNR-ZDQP9C that his flight no. 6E 2839, DEL-BLR on 03 Feb is delayed due to operational reasons. The revised departure time was 16:00 hrs which has been annexed with the complaint as Annexure-B and at the same time i.e. at 1:26 pm, complainant also get a message from OP (AD-Indigo) stating that due to operational reasons, flight 6E2839, DEL-BLR on 03 Feb is delayed and revised departure time is 16:00 hrs, which has also been annexed with the complaint as Annexure-C.
- c) Consequently, complainant reached Indigo Counter at 2:45 pm and requested for issuing boarding pass but OP/ Indigo Staff refused to allow the boarding to the complainant on the ground that the complainant did not reach on time. The complainant reached before time as flight is to

depart at 16:00 pm but the OP did not pay any attention to the request of complainant. Therefore, the complainant was forced to take another flight of much higher rate i.e. Rs.12,713/- which has been annexed with the complaint as Annexure-D.

- d) Agonized with the incident, complainant e-mailed to Indigo Customer Relations (customer.relations@goindigo.in) on 04.02.2019 intimating that he was not allowed or issue boarding pass to the complainant so he had to take another costly flight to Bengaluru (Annexure-E). Vide e-mail dated 04.02.2019, Indigo Airlines acknowledged the message (Annexure-F) with reference number-CRN-2573367-Q119Y9 and vide e-mail dated 09.02.2019 (Annexure-G). OP requested to provide the valid booking reference no./PNR (Indigo Airlines) and the same was provided to OP by the complainant on 11.02.2019 and 12.02.2019 (Annexure-H).
- e) vide email dated 10.02.2019 on Consumer Number -1136713, Indigo Airlines accepted and regretted the inconvenience caused to the complainant but refused to refund the amount.
- f) further vide e-mail dated 14.02.2019, complainant requested Nodal Officer@goindia.in to refund the flight price attaching message and mislead e-mail (Annexure-1) but vide e-mail dated 21.02.2019, Harman Tuteja, Customer Relations refused to accept the refund proposal and maintained silence about misleading information, they have messed/e-mail/telephoned to the complainant which caused delay and refused to refund the amount (Annexure-J).

2. The Complainant has therefore, prayed before this Commission to direct the OP to:-

- i. *Refund the cost of the flight ticket i.e. Rs.12,713 and Hotel Charges Rs.334/- along with 18% interest;*
- ii. *Pay a sum of Rs.1,50,000/- towards the physical strain and mental agony suffered by the complainant and his family members (compensation); and*
- iii. *Pay a sum of Rs.5000/- towards litigation cost.*

3. Accordingly, notice was issued to the OP and in response, the OP has filed reply pleading no deficiency in service and seeking dismissal of the complaint with following averments:-

- a. the present Complaint is bad for misjoinder and non-joinder of necessary parties. The Complainant has filed the present Complaint against a wrong entity inasmuch as the company which undertakes airline operations domestically in India as well as to certain international destinations is

registered under the corporate name of InterGlobe Aviation Limited. Therefore, to this extent the present Complaint has been filed against "The proprietor, InterGlobe Aviation Limited ("Indigo")", it is defective and liable to be dismissed as such, qua InterGlobe Aviation Limited. A true copy of the Certificate of Incorporation of InterGlobe Aviation Limited has been annexed with the reply as Annexure B.

- b. "The proprietor, InterGlobe Aviation Limited ("Indigo")" party to the present Complaint, has no privity with the Complainant.
- c. The Complainant has on account of his own negligence and default failed to adhere to the check-in timelines as stipulated under the IndiGo Conditions of Carriage which was purely on account of the Complainant's own negligence and defaults and due to no fault on part of InterGlobe Aviation Limited. The Complainant cannot hold InterGlobe Aviation Limited liable for his on negligence in failing to abiding by the binding terms of the Indigo Conditions of Carriage.
- d. the present Complaint has been filed with an oblique and mala-fide motive in order to make illegal gains from InterGlobe Aviation Limited. The Complainant has concealed material facts in order to mislead this Forum. The Complainant has intentionally not brought the binding terms and conditions of carriage known as 'IndiGo Conditions of Carriage -Domestic (hereinafter referred to as "IndiGo CoC")', to the notice of this Forum, solely in an attempt to mislead this Forum. The IndiGo CoC governs the rights and duties of all the passengers, including the Complainant and InterGlobe Aviation Limited, inter alia pertaining to the boarding timelines. A true copy of the IndiGo CoC as applicable on the date of booking has been annexed with the reply as Annexure C.
- e. There has been no deficiency of service on the part of InterGlobe Aviation Limited, which can entail any relief as claimed in the present Complaint or otherwise in favour of the Complainant. The alleged claims made by the Complainant is not even supported by single documentary proof. Specifically, the Complainant has not provided any evidence to prove that they reached the check-in counter of InterGlobe Aviation Limited within stipulated time as alleged. The Complainant has made mere bald

assertions to mislead this Forum with a malafide intent. Clearly the alleged claims made by the Complainant are unsubstantiated and are liable to be dismissed, at the outset. There is admission by the complainant at Para 2 and 3 of the complaint that the Complainant was aware of the delay in IndiGo Flight No. 6E-2839 due to sudden and unforeseen operational reasons entirely beyond the control of InterGlobe Aviation Limited and was also fully aware of the terms and conditions of carriage i.e. the IndiGo CoC and were fully aware that the check-in counter closes 45 minutes prior to the scheduled departure time of the flight. Admittedly the Complainant was fully aware of the check-in and boarding timelines in accordance with the binding terms of the contract between InterGlobe Aviation Limited and the Complainant, however, despite the same, the Complainant solely on account of his own default and negligence failed to adhere to the check-in timelines and failed to reach the check-in counter of InterGlobe Aviation Limited within the mandated check-in timelines. Therefore, InterGlobe Aviation Limited was constrained to declare the Complainant as "No-Show".

- f. the present Complaint is baseless, vague, frivolous and devoid of any merit and ought to be dismissed in limine. This would be evident from the following facts and circumstances:
- i. As per InterGlobe Aviation Limited's records, which constitute the primary record of air carriage with IndiGo Airlines, the Complainant was booked for travel on 03.02.2019 from Delhi to Bengaluru on board IndiGo Flight No. 6E-2839 ("IndiGo Flight"), which was scheduled to depart from Delhi Airport at 15:10 hours. The said booking was made through a third party travel agent, One 97 Communication Limited / Paytm ("third party travel agent"). A true copy of the screenshot evidencing the said booking has been annexed with the reply as Annexure D.
 - ii. on 03.03.2019, IndiGo Flight was delayed by 01 hour 10 minutes and was, accordingly, rescheduled to depart at 16:00 hours from the Delhi Airport on account of operational reasons, which was a circumstance entirely beyond the control of InterGlobe Aviation

Limited. The same was admittedly informed to the Complainant and accompanying passengers through SMSs which were successfully delivered on the phone number provided at the time of booking. A true copy of the screenshots from InterGlobe Aviation Limited's records evidencing the delay has been annexed with the reply as Annexure E.

- iii. Section 2(1)(c) of the Consumer Protection Act, 1986 ("1986 Act") defines 'Complaint' as under:

"(c) "complaint" means any allegation in writing made by a complainant that-...

(iii) the services hired or availed of or agreed to be hired or availed of by him suffer from deficiency in any respect;"
(emphasis supplied)

- iv. Section 2(1)(g) of the 1986 Act defines 'Deficiency' as under:

"(g)"deficiency" means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service:"

(emphasis supplied)

- v. Section 14 of the 1986 Act which deals with 'Finding of the District Forum' wherein an order can be issued against the opposite party directing to do certain things only if the District Forum is satisfied that any of the allegations contained in the complaint about services are proved. Relevant portion of the aforementioned section of 1986 Act is being reproduced as under for the ready reference of this Forum:

"14. Finding of the District Forum. (1) If, after the proceeding conducted under section 13, the District Forum is satisfied that the goods complained against suffer from any of the defects specified in the complaint or that any of the allegations contained in the complaint about the services are proved, it shall issue an order to the opposite party directing him to do one or more of the following things, namely:

(emphasis supplied)



- vi. A combined reading of the abovementioned provisions of the 1986 Act would make it amply evident that a complaint can only be filed in a case where there is any 'deficiency' in service provided by the service provider and such 'deficiency' should be with regard to any shortcoming, inadequacy etc. in the quality, nature and manner of performance which is required to be maintained by or under any 'law' or has been undertaken in pursuance of a 'contract'. Therefore, for a complaint to be maintainable, a consumer would have to establish that there was 'deficiency on part of a service provider in providing services in accordance with the mandate of 'law' or in pursuance of a 'contract'.
- vii. In this regard, reliance may be placed upon the following judgments of the Hon'ble Supreme Court of India:

a. Ravneet Singh Bagga v. KLM Royal Dutch Airlines and Anr., (2000)1 SCC 66 (at para 6) where it was held as under:

"6. The deficiency in service cannot be alleged without attributing fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be performed by a person in pursuance of a contract or otherwise in relation to any service. The burden of proving the deficiency in service is upon the person who alleges it. The complainant has, on facts, been found to have not established any wilful fault, imperfection, shortcoming inadequacy in the service of the OP.

In case of bona fide disputes no wilful fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance in the service can be informed (sic). If on facts it is found that the person or authority rendering service had taken all precautions and considered all relevant facts and circumstances in the course of the transaction and that their action or the final decision was in good faith, it cannot be said that there had been any deficiency in service. If the action of the OP is found to be in good faith, there is no deficiency of service entitling the aggrieved person to claim relief under the Act. The rendering of deficient service has to be considered and decided in each case according to the facts of that case for which no hard and fast rule can be laid down. Inefficiency, lack of due care, absence of bona

fides, rashness, haste or omission and the like may be the factors to ascertain the deficiency in rendering the service."

b. In *Consumer Unity & Trust Society v. The Chairman & Managing Director, Bank of Baroda*, (1995) 2 SCC 150 (at page 152) it was held as under:

"Even though the depositors were deprived of the service of the bank but the deficiency did not arise due to one of the reasons mentioned in clause (g). The shortcoming in the service by bank did not arise due to failure on the part of bank in performing its duty or discharging its obligations as required by law. Since the depositors were prevented to avail of the services of the bank not because of any deficiency on the part of the bank but due to strike resorted to by the employees who almost physically prevented the bank from functioning, the failure of the bank to render service could not be held to give rise to claim for recovery of any amount under the Act."

(emphasis supplied)

viii. On perusal of abovementioned provisions of the 1986 Act and cited judicial precedents, it is clear that deficiency of service cannot be attributed to the opposite parties in a consumer complaint if the opposite parties have acted strictly in accordance with the existing law and has fulfilled all the obligations arising out of the terms of the prevailing contract.

ix. The airline industry in India is a highly regulated one with the Ministry of Civil Aviation ("MoCA") at the helm of its administration operating with its other arms including the Directorate General of Civil Aviation ("DGCA"), the Airports Authority of India ("AAI") and Airport Economic Regulatory Authority ("AERA"). The airline companies in India are obligated to operate completely within the framework provided by these authorities and in strict compliance with their directions.

x. DGCA was established under the Aircraft Act, 1934 ("1934 Act") and is the principal administrative authority under the Central Government tasked with the responsibility of regulating civil

aviation in India including air transport services, enforcement of civil air regulations, air safety and airworthiness standards and acts as watchdog over the operations and management of airline companies in India. The airline companies are accordingly mandated to operate within the approved operating standards of the DGCA which range from appointment of DGCA approved pilots, crew, staff etc. to standards of flight safety measures, etc.

xi. It is most respectfully submitted that Section 5A of the 1934 Act reads as under:

"5A Power to issue directions

(1) The Director-General of Civil Aviation or any other officer specially empowered in this behalf by the Central Government may, from time to time, by order, issue directions, consistent with the provisions of this Act and the rules made thereunder, with respect to any of the matters specified in 30 [clauses (aa), (b), (c), (e), (f), (g), (ga), (gb), (gc), (h), (i), (m) and (qq) of sub-section (2) of section 5. to any person or persons using any aerodrome or engaged in the aircraft operations, air traffic control, maintenance and operation of aerodrome, communication, navigation, surveillance and air traffic management facilities and safeguarding civil aviation against acts of unlawful interference], in any case where the Director-General of Civil Aviation or such other officer is satisfied that in the interests of the security of India or for securing the safety of aircraft operations is necessary so to do.

(2) Every direction issued under sub-section (1) shall be complied with by the person or persons to whom such direction is issued."

(emphasis supplied)

xii. Further Rule 133A of the Aircraft Rules, 1937 promulgated by the Central Government (1937 Rules"), reads as under:

"133A. Directions by Director-General- (1) The Director-General may, through Notices to Airmen (NOTAMS). Aeronautical Information Publication, Aeronautical Information Circulars (AICs). Notices to Aircraft Owners and Maintenance Engineers and publication entitled Civil Aviation Requirements, issue special directions not inconsistent with the Aircraft Act, 1934 (22 of 1934) or these rules, relating to the operation, use, possession maintenance or navigation of aircraft flying in or over India or of aircraft registered in India

(3) Every direction issued under sub-rule (1) shall be complied with by the person or persons to whom such direction is issued.

(emphasis supplied)

xiii. A reading of Section 5A of the 1934 Act read with Rule 133A of the 1937 Rules would make it manifest that every direction or CAR issued by the DGCA would have the force of law and would be binding upon the persons (including the airlines) to whom it is issued. In this regard, the Hon'ble Supreme Court of India in "The Joint Action Committee of Airlines Pilots' Association of India & Ors. v. The Director General of Civil Aviation & Ors.", (2011) 5 SCC 435 has also affirmed that CARS are 'special directions' which supplement the statute or cover areas to which the statute does not extend.

xiv. In exercise of its powers conferred under the 1934 Act and the 1937 Rules, in respect of the issue at hand, the DGCA has notified CAR Section 3 Series M, Part IV, issued by the Office of the DGCA on 06.08.2010, which came into effect on 01.08.2016 ("Applicable CAR") and which specifically lays down guidelines in cases of compensation payable in cases of cancellation of flights. The relevant provisions of the Applicable CAR are extracted as under:

"3.4 Delays in Flight

3.4.1 The airlines shall provide facilities in accordance with Para 3.7.1 (a) if the passenger has checked in on time, and if the airline expects a delay beyond its original announced scheduled time of departure or a revised time of departure of:

- a) 2 hours or more in case of flights having a block time of up to 2% hrs; or
- b) 3 hours or more in case of flights having a block time of more than 2½ hrs and up to 5 hours; or
- c) 4 hours or more in case of flights not falling under sub-para (a) and (b) of Para 3.4.1.

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3.4.4- An operating airline shall not be obliged to adhere to Para 3.7 if the delay is caused due to extra ordinary circumstances as defined in Para 1.4 and Para 1.5 which could not have been avoided even if all reasonable measures had been taken

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3.7 Facilities to be offered to Passengers

3.7.1 Passengers shall be offered free of charge the following:

- a) Meals and refreshments in relation to waiting time.
- b) Hotel Accommodation when necessary (including transfers)."

(emphasis supplied)

Further, the relevant paragraphs 1.4 and 1.5 of the Applicable CAR are reproduced hereunder for your consideration:-

"1.4 The operating airline would not have the obligation to pay compensation in cases where the cancellations and delays have been caused by an event(s) of force majeure i.e. extraordinary circumstance(s) beyond the control of the airline, the impact of which lead to the cancellation/delay of flight(s), and which could not have been avoided even if all reasonable measures had been taken by the airline.

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1.5 Additionally, airlines would also not be liable to pay any compensation in respect of cancellations and delays clearly attributable to Air Traffic Control (ATC), meteorological conditions, security risks, or any other causes that are beyond the control of the airline but which affect their ability to operate flights on schedule."

Emphasis supplied

- xv. In view of the above mentioned applicability of law it is not in dispute that the DGCA has laid down the facilities to be provided to passengers by the airlines in case of delay of flight depending upon the waiting time.
- xv. A reading of the aforesaid provisions of the Applicable CAR would make it evident that the airline has no obligation to pay any compensation when the delay in flight is attributable to extra-ordinary circumstances beyond the control of airline. Further, even assuming without admitting that the delay in the operation of the IndiGo Flight was not on account of an extra-ordinary circumstance, beyond the control of the airline, in accordance with the Applicable CAR, airlines

are only obligated to provide facilities as mentioned in the Applicable CAR in case a flight is delayed for more than 2 hours, however, since in the present case the IndiGo Flight was only delayed for 1 hour 10 mins, InterGlobe Aviation Limited was in any case not obligated to provide facilities in accordance with the Applicable CAR.

- xvii. It is an admitted position that the delay in the IndiGo Flight was only of 1 hour 10 minutes on account of operational reasons completely beyond the control of InterGlobe Aviation Limited, therefore InterGlobe Aviation Limited was constrained to delay the IndiGo Flight.
- xviii. The said booking in the present dispute were governed by certain terms and conditions of carriage known as 'IndiGo Conditions of Carriage ("IndiGo CoC") which were available on the official website of InterGlobe Aviation Limited and were also made known to the Complainant/his third party travel agent and agreed to by or on behalf of the Complainant by his third party travel agent at the time of his booking. Further the IndiGo CoC were also referred to in the air ticket and are available at the airport on request. Further, the IndiGo CoC constitutes a contractual agreement for air carriage with InterGlobe Aviation Limited. The IndiGo CoC are binding in nature as has been observed by the Hon'ble Supreme Court of India in Civil Appeal No. 4925 of 2011, M/S InterGlobe Aviation Ltd v. N. Satchidananda, (2011) 7 SCC 463. The relevant extract of this case is being reproduced as under for the ready reference of this Forum:

"31. ...Placing the conditions of carriage on the web-site and referring to the same in the e-ticket and making copies of conditions of carriage available at the Airport counters for inspection is sufficient notice in regard to the terms of conditions of the carriage and will bind the parties. The mere fact that a passenger may not read or may not demand a copy does not mean that he will not be bound by the terms of contract of carriage. We cannot therefore, accept the finding of the High Court that the term relating to exclusive jurisdiction should be ignored on the ground that the passengers would not have read it"

(emphasis supplied)

- xix. The booking was only processed after acceptance of the IndiGo CoC by or on behalf of the Complainant, as per normal practice.
- xx. The relevant provisions of the IndiGo CoC are reproduced for your reference:

*"Schedule, Delay and/or Cancellation of Flights
Details on Schedule, Delays or Cancellation of Flights
Times and Schedules Not Guaranteed*

IndiGo undertakes to use its best efforts to avoid delay in carrying its Customers and their Baggage. We will endeavour to adhere to published schedules in effect on the date of travel. However, times shown in schedules or elsewhere, are subject to change at any time, and we shall not be liable in any way whatsoever, for any loss incurred by Customers as a result of such change.

IndiGo will not be liable for any error or omission in publications of schedules, or in statements or representations made by employees, agents, or representatives of IndiGo, as to the dates or times of departure or arrival, or as to the operation of any flight

(emphasis supplied)

- xxi. a reference was made to the IndiGo CoC which clearly stated as follows:

Cancellation, Changes of Schedule etc.

At any time after a Booking has been made, we may change our schedules and/or cancel, terminate, divert, postpone, reschedule or delay any flight where we reasonably consider this to be justified by circumstances beyond our control, or for reasons of safety, or for commercial reasons.

Circumstances beyond IndiGo's control can include, without limitation, weather, air traffic control, mechanical failures, acts of terrorism, acts of nature, force majeure, strikes, riots, wars, hostilities, disturbances, governmental regulations, orders, demands or requirements, shortages of critical manpower, parts or materials, labour unrest etc.

If an IndiGo flight is cancelled, rescheduled to depart more than an hour prior to the original time of departure or delayed by more than two hours (depending on the length of the journey), a Customer shall have the right to choose a refund; or a credit for future travel on IndiGo; or re-booking onto an alternative IndiGo flight at no additional cost (subject to availability); subject to the requirements under the local laws of the country in which the flight has been cancelled, rescheduled or delayed.



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(emphasis supplied)

- xxii. The Complainant has failed to appreciate the terms of the binding IndiGo CoC which was duly accepted by them at the time of booking itself. The information pertaining to the change in the schedule of the IndiGo Flight was admittedly informed to the Complainant by way of a Short Message Service ("SMS") and email sent on the registered mobile number and registered email address provided to InterGlobe Aviation Limited at the time of booking. The SMS and email were sent on 03.03.2019 at 13:22 hours. Further, the text of the SMS is being reproduced hereunder for ease of your reference:

"AIMS Uploader SMS Success: 03/Feb/2019 13:22:51 9560053818
IndiGo: Dear 6E customer, due to operational reasons. Your flight
6E 2839. DEL-BLR on 03 Feb is delayed and your revised departure
time is 1600hrs. You can view flight status at
<http://19f.in/Zzdl3xSo6j> or call 9910383838...."

(emphasis supplied)

- xxiii. The Complainant admittedly was informed about the delay in IndiGo Flight and was informed that the rescheduled departure time for IndiGo Flight was 16:00 hours. The Complainant was also fully aware of the terms and conditions of carriage i.e. the IndiGo Contract of Carriage and were fully aware that the check-in counter closes 45 minutes prior to the scheduled departure time of the flight. Admittedly the Complainant was fully aware of the check-in and boarding timelines in accordance with the binding terms of the contract between InterGlobe Aviation Limited and the Complainant, however, despite the same, the Complainant on account of his own default and negligence failed to adhere to the check-in timelines and failed to reach the check-in counter of InterGlobe Aviation Limited within the mandated timelines. Therefore, InterGlobe Aviation Limited was constrained to declare the Complainant as "No-Show".
- xxiv. The relevant clause of the IndiGo CoC which govern the boarding of passengers, including the Complainant, on IndiGo flights are as under:

"Checking-In and Boarding Details

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IndiGo recommends that Customers report for Check-in at least 2 hours prior to the departure of the scheduled flight. The Customer's journey will be smoother if they allow themselves ample time to comply with the Check-in timelines. IndiGo reserves the right to cancel a Customer's reservation if he/she does not comply with the check-in timelines.

Check-in closes 45 minutes prior to the scheduled departure of the flight

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Failure to complete the check in formalities within the stipulated time limit would result in forfeiture of the Booking amount. The Booking would be declared a "No show" and the Customer would not be entitled to a refund or a credit. However, only the PSF and UDF may be refunded to the Customer upon request made by the Customer to IndiGo...

(emphasis supplied)

- xxv. The relevant clause of the IndiGo CoC that deals with the right to refuse the carriage is stipulated as under:

"Right to Refuse Carriage

IndiGo may refuse carriage of the Customer or the Customer's Baggage (if in the exercise of its discretion, it is determined that:

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The Customer has failed to complete the Check-In timeline or failed to arrive at the boarding gate on time,

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(emphasis supplied)

- xxvi. The relevant clause of the IndiGo CoC that deals with failure in complying with the provisions thereof is stipulated as under:

"Failure to Comply

IndiGo will not be liable to the Customer for any loss or expense incurred due to their failure to comply with the provisions of this Article"

(emphasis supplied)

4. The OP has further contended that as per the abovementioned provisions of the IndiGo CoC, the Complainant was obligated to report at the check-in counter of InterGlobe Aviation Limited at least 45 minutes prior to the scheduled departure time of the IndiGo Flight. Therefore, the Complainant was required to reach the boarding gate before 13:15 hours. However, pursuant to the records of

InterGlobe Aviation Limited, the Complainant failed to report at the check-in counter of InterGlobe Aviation Limited within the mandated check-in timeline as per the IndiGo. Therefore, the staff of InterGlobe Aviation Limited was constrained to declare the Complainant as "No Show" and the entire booking amount of the Complainant was liable to be forfeited by InterGlobe Aviation Limited. Completing check-in formalities and reaching boarding gate within the stipulated timelines is the sole responsibility of the passengers, and InterGlobe Aviation Limited cannot be held liable for any alleged hardship which may have been caused to Complainant due to his own negligence. A true copy of a screenshot of the official records evidencing that the Complainant was declared "No Show" has been annexed with the reply as Annexure F.

5. The OP has further contended that the Complainant was offered re-accommodation on board an alternative IndiGo Flight subject to payment of applicable re-accommodation charges, however, for reasons best known to the Complainant, the Complainant denied to accept the said offered. In view thereof, as per the binding provisions of the IndiGo CoC, the Complainant on 06.02.2019 was refunded no show taxes of INR 244/- to the account of third party travel agent from which the booking was originally made. The Complainant has failed to place on record this material fact with the sole objective of misleading this Forum. InterGlobe Aviation Limited has refunded the applicable taxes and there is no liability, as alleged or otherwise, on InterGlobe Aviation Limited to pay any sum of money to the Complainant beyond the amount already refunded in accordance with IndiGo CoC and applicable laws. A true copy of the screenshot of the official records evidencing the said refund has been annexed with the reply as Annexure G. 184 number of passengers who had reported at the check-in counter on time and successfully boarded the flight as per its revised schedule is the passenger manifest for the IndiGo Flight No. 6E-2839 dated 03.02.2019 from Delhi to Bengaluru has been annexed as Annexure H with the reply. The following observations made by the Hon'ble National Consumer Disputes Redressal Commission in "The Manager, Southern Region. Air India, Madras and Ors. v. V. Krishnaswamy", First Appeal No. 445 of 1992 are relevant in the case that the airline will not be liable for deficiency of service in cases, wherein passengers

fail to adhere to the mandatory timelines as mentioned in the IndiGo CoC with respect to boarding:-

9. We do not think that the State Commission was right in expressing the view that even if the complainant had to board the plane after the doors of the plane were closed and the plane was in the process of being pushed back from the aero-bridge after disconnection of the aero-bridge, the OPs should have recalled the plane for accommodating the complainant. If such obligation is to be recognised as subsisting on the shoulders of airlines officials, it will well-nigh be possible to any aircraft to depart from airport on time because one passenger after another may turn up late and ask the plane to be recalled to the aero-bridge in order to enable him to board the plane. We are totally unable to agree with the aforesaid view expressed by the State Commission.

10. On a careful examination and study of all the evidentiary material available on record, documentary as well as oral, we are unhesitatingly of the view that the inability of the complainant to board the flight in question was only due to his own delay in reporting at the airport and his failure to present himself at the departure lounge in time after obtaining immigration and customs clearance etc., and there was no kind of negligence or deficiency in service on the part of the Opposite Parties."

(emphasis supplied)

6. OP has further contended that the claim of the Complainant for any compensation is completely baseless, misconceived and fallacious. As already mentioned, any loss suffered by the Complainant was solely on account of his own negligence and failure to adhere to the binding check-in timelines as per the contractually binding IndiGo CoC. Therefore, InterGlobe Aviation Limited is in no way liable to compensate the Complainant for the same. The Complainant has sent multiple mails to the customer relation team of InterGlobe Aviation Limited and the customer relations team of InterGlobe Aviation Limited has duly responded to the queries raised by the Complainant from time to time. Admittedly InterGlobe Aviation Limited vide its email dated 21.02.2019 has duly responded to the issues raised by the Complainant and duly explained the factual and legal position to the Complainant. The claim of compensation of INR 1,50,000/- is completely misconceived and fallacious. As per the Applicable CAR (applicable law in the instant case) and the IndiGo CoC (binding contract) the Complainant is not liable for any compensation as claimed or otherwise. Further, the Complainant is not entitled for any alleged sum or a sum of INR 12,713/- towards the alleged refund of the amounts expended by him towards booking

ticket and hotel charges. The Complainant is not entitled to a sum of INR 5,000/- as litigation cost.

7. The Complainant has filed rejoinder qua OP refuting the contentions/averments of the OP & has reiterated the allegations levelled in the complaint. It has also been reiterated that the complainant is Student of BE, Computer Science and had to join Infosys at Mysore on 04 Feb, 2019 but OPs Staff refused to allow Boarding and therefore, he had no option but to take another flight of much higher rate i.e. Rs.12,713/- for which he got the money transferred from his father. Both the parties have filed respective evidences by way of affidavit and exhibited the documents relied upon by them. The parties have filed written arguments and led oral arguments also.

8. The OP has argued on the lines of the contentions stated in the reply and has also referred following judgments:-

I. the law laid down by the Hon'ble Supreme Court in S.P. Chengalvaraya Naidu V. Jagannath (1994) 1 SCC 1 is particularly instructive, and reproduced below:-:

"5. We do not agree with the High court that 'there is no legal duty cast upon the Plaintiff to come to court with a true case and prove it by true evidence.' The courts of law are meant for imparting justice between the parties. One who comes to the court, must come with clean hands. We are constrained to say more often than not, process of the court is being abused. We have no hesitation to say that a person, whose case is based on falsehood, has no right to approach the court. He can be summarily thrown out at any stage of litigation."

II. The Hon'ble Supreme Court of India in Bhubaneswar Development Authority v. Susanta Kumar Mishra, (2009) 4 SCC 684, held as under:

"20. Further, any fora under the Consumer Protection Act, 1986 ('the Act', for short) before granting any relief to a complainant, should be satisfied that the complaint relates to any of the matters specified in Section 2(1)(c) of the Act, and that the complainant has alleged and made out either unfair or restrictive trade practice by a trader, or defects in the goods sold or any deficiency in a service rendered, or charging of excessive price for the goods sold, or offering of any goods hazardous to life and safety without displaying information regarding contents, etc. If none of these is alleged and made out, the complaint will have to be rejected."

(emphasis supplied)

- III. Relying upon the above cited decision of the Hon'ble Supreme Court of India, the Hon'ble State Consumer Disputes Redressal Commission, Tamil Nadu in *The Managing Director, P.L.A Motors v. Consumer Protection Council, Tamil Nadu, F.A.NO.329/2007*, decided on 27.09.2010 held as under:

"In the 4th cited case, the Apex Court has ruled that before granting any relief to the complainant, the consumer forum should be satisfied that the complaint, relates to any of the matters specified in Sec.2(1) (c) of the Act, and if none of these is alleged and made out, the complaint will have to be rejected. The Apex Court has insisted that the pleadings are necessary to grant the relief on proof, otherwise not mere asking, based upon surmise and conjecture."

(emphasis supplied)

- IV. In *Consumer Unity & Trust Society v. The Chairman & Managing Director, Bank of Baroda (1995) 2 SCC 150*, it was held as under:

"Even though the depositors were deprived of the service of the bank but the deficiency did not arise due to one of the reasons mentioned in clause (g). The shortcoming in the service by bank did not arise due to failure on the part of bank in performing its duty or discharging its obligations as required by law. Since the depositors were prevented to avail of the services of the bank not because of any deficiency on the part of the bank but due to strike resorted to by the employees who almost physically prevented the bank from functioning, the failure of the bank to render service could not be held to give rise to claim for recovery of any amount under the Act."

(emphasis supplied)

- V. In *Ravneet Singh Bagga v. KLM Royal Dutch Airlines and Anr., (2000) 1 SCC 66* (at para 6), it was held as under:

"6. The deficiency in service cannot be alleged without attributing fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be performed by a person in pursuance of a contract or otherwise in relation to any service. The burden of proving the deficiency in service is upon the person who alleges it. The complainant has, on facts, been found to have not established any wilful fault, imperfection, shortcoming or inadequacy in the service of the respondent."

XXX

XXX

XXX

In case of bona fide disputes no wilful fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance in the service can be informed [sic]. If on facts it is found that the person or authority rendering service had taken all precautions and considered all relevant facts and circumstances in the course of the transaction and that their action or the final decision was in good faith, it cannot be said that there had been any deficiency in service. If the action of the OP is found to be in good faith, there is no deficiency of service entitling the aggrieved person to claim relief under the Act. The rendering of deficient service has to be considered and decided in each case according to the facts of that case for which no hard and fast rule can be laid down. Inefficiency, lack of due care, absence of bona fides, rashness, haste or omission and the like may be the factors to ascertain the deficiency in rendering the service."

(emphasis supplied)

- VI. The Hon'ble National Consumer Disputes Redressal Commission in *The Manager, Southern Region, Air India, Madras and Ors. v.. V. Krishnaswamy*, First Appeal No. 445 of 1992 has observed as under:

"9. We do not think that the State Commission was right in expressing the view that even if the complainant had to board the plane after the doors of the plane were closed and the plane was in the process of being pushed back from the aero-bridge after disconnection of the aero-bridge, the OPs should have recalled the plane for accommodating the complainant. If such obligation is to be recognised as subsisting on the shoulders of airlines officials, it will well nigh be possible to any aircraft to depart from airport on time because one passenger after another may turn up late and ask the plane to be recalled to the aero-bridge in order to enable him to board the plane. We are totally unable to agree with the aforesaid view expressed by the State Commission.

10. On a careful examination and study of all the evidentiary material available on record, documentary as well as oral, we are unhesitatingly of the view that the inability of the complainant to board the flight in question was only due to his own delay in reporting at the airport and his failure to present himself at the departure lounge in time after obtaining immigration and customs clearance etc., and there was no kind of negligence or deficiency in service on the part of the Opposite Parties."

(emphasis supplied)



VII. The binding nature of the IndiGo CoC has been affirmed by the Hon'ble Supreme Court of India in M/S. InterGlobe Aviation Limited v. N. Satchidanand, (2011) 7 SCC 463. The relevant extract of the same is being reproduced as under for the ready reference :-

"31. ... Placing the conditions of carriage of the website and referring to the same in the e-ticket and making copies of conditions of carriage available at the Airport counters for inspection is sufficient notice in regard to the terms of conditions of the carriage and will bind the parties. The mere fact that a passenger may not read or may not demand a copy does not mean that he will not be bound by the terms of contract of carriage. We cannot therefore, accept the finding of the High Court that the term relating to exclusive jurisdiction should be ignored on the ground that the passengers would not have read it.

(emphasis supplied)

9. Accordingly, the matter has been examined in view of the facts of the case and averments/documents/Evidence put forth by the complainant & OP and it has been observed that the OP has sought dismissal of the complaint stating it bad for misjoinder and non-joinder of necessary parties because the complaint has been filed against "The proprietor, InterGlobe Aviation Limited ("Indigo")", which is a wrong entity inasmuch as the company which undertakes airline operations domestically in India as well as to certain international destinations is registered under the corporate name of InterGlobe Aviation Limited. The objection raised by the OP has no force because the OP has also admitted that the InterGlobe Aviation Limited undertakes airline operations domestically in India. As such, mere mentioning of Proprietor before the title of the airline company does not make the complaint bad for misjoinder and non-joinder of necessary parties. Therefore, the objection is dismissed. So far as the merit of the case is concerned, we have observed that:-

- i. It is not in dispute that the flight in question was delayed and its departure time was revised. The complainant has placed on record the original ticket and subsequent communication regarding revision. The OP has not denied the revision. Therefore, when an airline itself reschedules a flight, the duty of care becomes higher to accommodate passengers who arrive as per the revised timings.



- ii. OP's staff deployed on check in counter, refused to allow the boarding to the complainant on the ground that the complainant did not reach on time and all passengers had already "checked in" whereas the complainant has claimed that he reached within the time and was not late for check in purpose.

10. During the arguments, it was noticed by the commission that the OP (InterGlobe Aviation Limited) has not indicated the time of "Check in" of the passengers in the list of passengers annexed with the reply as Annexure H. Therefore, it was considered relevant to direct the OP (InterGlobe Aviation Limited) to file the manifest of the passengers with the respective "check in" time of all the passengers of the flight referred in this complaint but the Ld. Advocate for the OP stated that the OP (InterGlobe Aviation Limited) does not have the details of the "check in" time of the passengers. Therefore, we feel that the contentions of the OP (InterGlobe Aviation Limited) in rebuttal of the allegations, are merely bald statements without any evidentiary support. The burden to prove closure of check-in and timely check-in of all other passengers lies heavily upon the airline, as the said record is in their exclusive possession and control. Despite opportunity, the OP airline has failed to file:

- (i) The certified copy of the Passenger Manifest / Check-in Log showing time-wise check-in of all passengers of Flight;
- (ii) The Boarding Sheet with closing time;
- (iii) Any system-generated report to prove the exact time when check-in was closed;
- (iv) Any evidence to show at what time the complainant actually reported at the counter.

11. In absence of the above information, this Commission cannot verify as to whether all passengers had indeed checked in before the complainant arrived. If the check-in had actually been closed, the OP (InterGlobe Aviation Limited) could have easily produced CCTV footage or system logs. Their failure to do so proves that the complainant was arbitrarily denied boarding despite reporting on time for the revised flight. This clearly shows that the airline company has no evidence to refute the allegation made by the complainant and has tried to

mislead this Commission with an obvious intention to hide its own deficiencies. The act of denying check-in without justification, after rescheduling the flight, and then failing to produce relevant records amounts to gross deficiency in service, negligence and unfair trade practice under the provisions of Consumer Protection Act.

12. While OP has contended about its limited responsibility towards the complainant, under various technical provisions under (a) "IndiGo Conditions of Carriage -Domestic", (b) Aircraft Act, 1934 and (c) Aircraft Rules, 1937, the Hon'ble Supreme Court in *Trans Mediterranean Airways v. Universal Exports* [(2011) 10 SCC 316] has held that "the relief sought under the Consumer Protection Act is an additional remedy." As such, the OP (InterGlobe Aviation Limited)/airline cannot use liability limitation clauses as a complete shield against the allegations of the complainant.

13. In view of the above observations, we are of the considered view that the OP (InterGlobe Aviation Limited) has been deficient by denying check-in without justification to the complainant, (who was travelling to join new assignment at the start of his career), after rescheduling the flight, and this conduct of OP has caused mental agony, inconvenience and harassment to the Complainant for which the OP is also liable to compensate him. It is well settled that the word 'Compensation' is of very wide connotation and once the Court is satisfied that the complainant has suffered harassment or mental agony and is entitled to compensation, it is obliged to adequately compensate him for the actual loss or expected loss, which would extend to compensation for the physical, mental or emotional sufferings. On the question of determination of compensation for the harassment and mental agony suffered by a consumer on account of deficiency in-service, the following observations by a three Judge Bench of the Hon'ble Supreme Court in *Charan Singh v. Healing Touch Hospital & Ors.*, (2000) 7 SCC 668 which has also been relied by the *Hon'ble National Commission* in case titled *AIR France Vs. O.P. Srivastava*, decided on 22.03.2018 are also apposite:-

"While quantifying damages, Consumer Forums are required to make an attempt to serve the ends of justice so that compensation is awarded, in an established case, which not only serves the purpose of recompensing the individual, but which

also at the same time, aims to bring about a qualitative change in the attitude of the service provider. Indeed, calculation of damages depends on the facts and circumstances of each case. No hard and fast rule can be laid down for universal application. While awarding compensation, a Consumer Forum has to take into account all relevant factors and assess compensation on the basis of accepted legal principles, on moderation. It is for the Consumer Forum to grant compensation to the extent it finds it reasonable, fair and proper in the facts and circumstances of a given case according to the established judicial standards where the claimant is able to establish his charge."

14. With regard to the compensation on deficiency in service, following judgment are also relevant in this matter:-

- a) In "National Seeds Corporation Ltd. v. M. Madhusudhan Reddy & Anr." (2012) 2 SCC 506, Para 44], the Supreme Court has held:-

"When a consumer is supplied defective goods or services that fail to conform to the agreed standard, it amounts to unfair trade practice. The service provider must bear the responsibility for any loss or inconvenience caused to the consumer as a result."

- b) In "Cox & Kings (I) Ltd. v. Joseph A. Fernandes" [(2006) NCDRC 124, Para 81, the Hon'ble National Commission has observed that:-

"the failure to deliver promised goods or services as per the agreement between the parties amounts to deficiency in service. The consumer is entitled to compensation for such deficiency."

- c) In "Ghaziabad Development Authority v. Balbir Singh" [(2004) 5 SCC 65, Para 6], the Supreme Court has held that :-

"A service provider's failure to deliver the promised quality of goods or services, especially when the service provider has induced the consumer by making misrepresentations, amounts to a breach of contract and deficiency in service."

- d) In "Lucknow Development Authority v. M.K. Gupta" [(1994) 1 SCC 243, Para 9], the Supreme Court has held that:-

"Any failure in service due to negligence, lack of proper skills, or non-adherence to the standards required of service providers amounts to deficiency of service, and the consumer is entitled to compensation for the loss suffered."

Copy of the provisions of the Consumer Protection (Consumer Commission Procedure) Regulation, 2020
 Sent by Post/Hand delivery.
 Dispatch No. 1306-1307
 Date of Issue 02/09/2026
 Authorised Signatory,
 DCDRC (N), Delhi

In "Ravneet Singh Bagga v. KLM Royal Dutch Airlines" [(2000) 1 SCC 66, Para 13], the Supreme Court has observed that:-

"When a service provider fails to respond to consumer complaints and refuses to rectify the deficiency, it amounts to gross negligence. The consumer is entitled to compensation for the resulting mental agony and financial loss."

f) In "Rajesh Dembla v. Emaar MGF Land Ltd." [(2022) NCDRC 134, Para 22], the NCDRC has held that:-

"Mental agony and inconvenience caused by a service provider's deficiency entitles the consumer to claim compensation, especially when such deficiency has compromised the safety and well-being of the consumer."

15. Considering the facts of the case and above observations/legal position, the complaint is allowed against Opposite Party (InterGlobe Aviation Limited) and we feel appropriate to direct the Opposite Party (InterGlobe Aviation Limited) to pay the complainant:-

- i. Cost of the flight ticket i.e. Rs.12,713/- (Rs. Twelve Thousand Seven Hundred Thirteen only) within thirty (30) days from the date of this order, with interest at the rate of 9% p.a. from 20-04-2019 (date of filing of complaint) till the date of the payment;
- ii. Rs.50,000/-(Rupees Fifty Thousand Only) as compensation towards the mental agony, inconvenience and harassment suffered;
- iii. Rs.5000/-(Rs. Five Thousand only) towards litigation cost.

16. It is clarified that if the abovesaid amount is not paid by the OP (InterGlobe Aviation Limited) to the Complainant within the period as directed above at para 15 (i, ii & iii), the OP (InterGlobe Aviation Limited) shall be liable to pay interest @12% per annum on the entire awarded amount from the date of expiry of 30 days period.

17. Order be given to the parties in accordance with rules. Order be also uploaded on the website. Thereafter, file be consigned to the record room.


ASHWANI KUMAR MEHTA
 Member
 DCDRC-1 (North)


HARPREET KAUR CHARYA
 Member
 DCDRC-1 (North)


DIVYA JYOTI JAIPURIAR
 President
 DCDRC-1 (North)