

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, DAKSHINA KANNADA

Date of Institution:-	30.10.2025
Date of Final Hearing:-	20.08.2026
Date of Pronouncement:-	31.08.2026

C.C.No.234/2025

Dated this the 31st of August 2026.

IN THE MATTER OF

Mr. Sushanth N.G., S/o Govinda N.S., R/at #116/1, Gundihithlu House, Hariharapallathadka, Sullia Taluk, D.K-574218. Mob No.9483716630.	-----Complainant. In-Person
//VS//	
1. Air India Express Ltd., Office at Mangalore International Airport Ltd., Bajpe Main Rd, Kenjar, Mangalore-574142. Represented by its Manager/Authorized Signatory. 2. The Chairman/its Directors, Air India Express Ltd., Office at Vatika One on One, Block V, Sector 16, Gurugram, Haryana-122007.	-----Opposite Party No.1 & 2 Represented by Sri. A. Amrith Kini. Advocate

CORAM:

- 1) Sri.Somashekarappa.K.Handigol B.com, LLB(Spl), PGDCLAP,PGDMLE
(NLSIU)---Hon'ble PRESIDENT(I/C)**
- 2) Smt. Sharadamma.H.G,B.Com, LLB,---Hon'ble Woman MEMBER**

Per Sri.Somashekarappa.K.Handigol-- Hon'ble PRESIDENT(I/C)
JUDGEMENT

1. This complaint is filed U/s.35 of the Consumer Protection Act, 2019 against the Opposite Party No.1 & 2 on the allegations of deficiency of service, and thereby seeking direction, against the Opposite Parties, to reimburse Rs.2,000/- the amount paid towards special handling equipment fees, and Rs.40,000/- towards the mental agony, faced by the complainant, and Rs.10,000/- being the cost of this complaint.

2. **The Brief facts of the complaint are:**

- a) The complainant on 09.07.2025 booked a flight ticket from Chennai to Mangalore, to travel on 27.07.2025 under booking reference/PNR JCN73B, with seat number 31E, at the time of booking, the complainant paid an additional fee of Rs.2,000/- for special equipment handling.
- b) The complainant submits that, the complainant on 27.07.2025, on the date of the journey checked in with two bags along with one piece of sporting equipment, the equipment was a bicycle used for training and competitive racing costing over Rs.3,00,000/-, during the check in process at Chennai Airport, the complainant was assured

that his item, being an expensive and sensitive piece of sports gear, assured that, the Opposite Parties would be handled with the utmost care.

c) The complainant further submits that, at the time of booking was informed about the airline's policy for special equipment handling through the Air India Express official website, the service he obtained would provide for careful on boarding, of-loading and handover of the equipment at the destination, thereby excluding the possibility of the equipment being placed on the baggage conveyor belt along with normal luggage. The complainant upon arriving at Mangalore Airport was shocked and deeply disappointed to discover that, the expensive sports equipment had been placed on the baggage carousel along with regular luggage, this was a direct contravention to the special equipment handling protocol for which a separate fee was paid.

d) The complainant further states that, he had a horrifying experience after getting to know about the way the equipment was handled, it showed a clear lack of responsibility from the ground handling team at either the departure or arrival point or both, it is highly unacceptable for an airline to compromise on services, that,

passengers explicitly pay for, especially when it concerns fragile, high value items.

- e) The complainant further submits that, after receiving the equipment at the Mangalore Airport in a panic state immediately approached the Air India Express staff at the Mangalore Airport, for clarifications with the about the mishandling of complainant equipment, the staff informed the complainant that, they would make a complaint to the airline authorities, during the conversation with the staff about the mishandling of the equipment, the staff asked for the boarding pass and held it with them, further, when the complainant questioned as to why the equipment was put on the luggage belt, for which the staff replied that, they did not know there was a special equipment booked on that, flight.
- f) The complainant further contended that, he had followed all the instructions and complied with requirements of the opponent for the journey, the complainant emailed his grievance with the opponent on 31.07.2025, and got a reply on the same day stating that, the matter is being reviewed internally, further, when the complainant sought with the opponent in a follow up email for reimbursement of the

Special Equipment Handling fees, for which the reply was that, the case was closed on 31.07.2025. However, this the se4rvice of special equipment handling for not fulfilled by the Opposite Party, which is deficiency of service, hence, prays to allow the complaint.

3. After admission of the complaint, commission issued notice to Opposite Party No.1 & 2 for appearance and putforth their written version, Opposite Party No.1 & 2 have appeared through their counsel and filed their common written version.

4. Defence Version of the Opposite Party No.1 & 2:

- a) The Opposite Party No.1 & 2 admits that, the complainant booked Opposite Parties flight No.IX-2346 under PNR No. JCN73B, which was scheduled to travel from Chennai to Mangalore on 27.07.2025, in addition to the base fare, the complainant voluntarily opted for and paid an additional sum of Rs.2,000/-towards the 'one piece special equipment handling fee' for the carriage of his bicycle, which fact is admitted and forms part of the undisputed record.
- b) The Opposite Party No.1 & 2 further submits that, special handling fee entities a passenger, i.e., the complainant herein, to

Careful and appropriate handling of the declared carriage i.e., the equipment in the present case, the special handling fee ensure that, the said carriage will receive additional attention and protection wherever such handling is required and permissible, it does not imply or assure that, the said carriage will be physically carried by hand, or with manual intervention at every stage of the journey by Opposite Parties.

- c) The Opposite Party No.1 & 2 further states that, at the arrival station, prevailing aviation norms documents not require any extended or special screening of arriving baggage, as a result, baggage, including special items, is ordinary delivered through the regular baggage belt system, unless the item is too large to be accommodated on a separate belt, accordingly, the complainant's allegation that, placement of the equipment on the regular baggage belt constitutes a violation of the special handling facility, is factually incorrect and devoid of any operational basis.
- d) The Opposite Party No.1 & 2 further contended that, in the present case, the complainant's equipment was within the

permissible belt dimensions and was therefore, placed on the regular arrival baggage belt at Mangalore, in the normal course of operations with staff assistance, however, the ground staff of Opposite Parties remained attentive and, upon noticing the complainant's equipment on the arrival belt, it immediately removed it by hand to prevent unnecessary rotation or contact with other baggage, it is pertinent to note that, if the equipment had not been promptly removed from the conveyor belt by the Opposite Parties staff, it would have continued to rotate on the belt.

- e) The Opposite Party No.1 & 2 further submits that, the manner in which the Opposite Parties staff carefully removed the complainant's equipment from the belt is clearly visible and evident in the CCTV footage of Mangalore Airport, that, has been annexed with the present complaint by the complainant himself, as opposed to the complainant's submission, the video shows no evidence of mishandling the complainant's equipment.
- f) The Opposite Party No.1 & 2 further states that, no damage, wear and tear, or loss was reported, recorded, or observed at the

time of delivery of the equipment, nor has any such damage been specifically pleaded or substantiated in the present complaint, in the absence of any demonstrable damage, the complaint is devoid of a legally sustainable cause of action and is liable to be dismissed in limine. It is relevant to note that, CoC which constitute a binding contract between the Opposite Parties and the passenger, contain specific provisions governing claims relating to damaged baggage under Article 8.13.4 and 8.13.5, which are wholly inapplicable to the present case, as no damage is either alleged or proved. Hence, when there is no deficiency of service, against the Opposite Parties, prays to dismiss the complaint.

Evidence and documents relied upon by the complainant

5. In order to prove his case, the complainant has filed Affidavit Chief Examination of himself as CW-1 and produced 12 documents, which are marked as Anne.C-1 to Anne.C-12, and answered the interrogatories.

Evidence and documents relied upon by the Opposite Party No.1

& 2

6. In the same way Opposite Party No.1 & 2 has adduced evidence of Mr. Keshav HJ, Air India Express Ltd., Block-4, Vatika One on One, Industrial Estate, Gurugram, Haryana, by filing their chief examination affidavit as RW-1, produced 3 documents, which are marked as Anne.R-1 to Anne.R-3, and answered the interrogatories served on them.
7. Counsel for the Opposite Party No.1 & 2 have filed their written notes of arguments.
8. Heard the oral arguments by both the learned counsels.
9. Points that arise for our consideration are:
 - 1) Whether the complainant proves deficiency of service on the part of the Opposite Parties as alleged in the complaint?
 - 2) Whether complainant is entitled for the reliefs claimed?
 - 3) What order?
10. Our findings on the above points are as under:
 - Point No.1:-In the Affirmative.
 - Point No.2:-Partly in the Affirmative.
 - Point No.3:-As per final order.

REASONS

POINT NO.1:

11. Ongoing through the averments of the complaint, written version, affidavits, interrogatories, reply and detail verification of documents produced by both the parties, the only issue that, arise for our consideration, is ***whether the Opposite Parties are liable to pay the claims made by the complainant?***
12. In order to substantiate his case, the complainant has led sworn affidavit evidence, of himself as CW-1 and produced 12 documents, out of which the relevant documents are, Anne.C-1 is the flight tickets issued by Opposite Parties infavour of the complainant dtd 09.07.2025, Anne.C-2 is the email correspondence copy dtd 09.07.2025, between air India and complainant, in regard to the payment made, Anne.C-3 to C-6 are the email correspondence, dtd 31.07.2025, Anne.C-7 is the copies of photo, alleged sports equipment, Anne.C-9 is the copy of whatsapp message, Anne.C-11 & 12 are the special equipment product services, terms and conditions.
13. We have gone through, all the documents produced by the complainant, and the Opposite Parties, it is the case of the

complainant that, the complainant booked flight ticket from Chennai to Mangalore, on 09.07.2025, who was to travel on 27.07.2025, at the time of booking complainant also paid Rs.2,000/- for special equipment handling, along with two other bags, i.e., bicycle used for training and competitive racing, which was cost Rs.3 lakhs, and it was assured at the check in process, at Chennai Airport, that, the said bicycle will be handed with special care and caution.

14. It is further alleged that, when the complainant reached the Mangalore airport, he was shocked that, the special equipment, bicycle was put on the luggage belt, and thereby has mishandled the equipment, by the Opposite Party staffs, and when asked by the complainant staff, they did not know there was special equipment booked by the complainant, therefore, putting the bicycle at a luggage belt, which was contrary to the terms and conditions of the special equipment agreement, as per Annexure C-11 & 12, which was to be handled with care and caution, even after receiving the special charges of Rs.2,000/- to carry and transport from Chennai to Mangalore.

15. No doubt, the Opposite Parties has transferred the said bicycle, from Chennai to Mangalore, but at the same time at the arrival at Mangalore Airport, the said bicycle was kept in the luggage belt, which was suppose not to do so, as per the special equipment terms and conditions, that, has mentally, and physically shocked to the complainant, in order to prove the same the complainant has produced Anne.C-10, is the video recording of the special equipment of the bicycle was put luggage belt, and it is also observed that, the staff of the Opposite Party, were removing the said belt and complainant made the recording, the same is produced before this commission. No doubt, the special equipment bicycle is not damaged, the same was delivered to the complainant, but the allegations against the Opposite Party for not handling it with special care and caution, insptie of receiving Rs.2,000/- for the handling charges, has amounted deficiency in service, against the Opposite Parties.

16. To defend the same, the Opposite Parties has putforth their defence stating that, the special equipment has been delivered to the complainant at one piece, without any damages, and it was handled

due care and caution, but however, when we observed the Anne.C-10, the video of, the special equipment kept in the luggage belt, exhibits/demonstrate that, special care was not taken, by the staff of the Opposite Party the same was kept in the luggage belt but ought to have been handled with special care and caution, as agreed with terms and conditions of the Anne.C-11 & 12, has now amounted deficiency in service.

17. It is pertinent to note that, complainant is a consumer, who has availed services from the Opposite Parties by paying special equipment fees, of Rs.2,000/- to handle the bicycle worth Rs.3 lakhs, with all precautionary, it have been not put in the luggage belt, as agreed by the Opposite Party, as per Anne.C-12, and Opposite Parties are the service provider under the C.P. Act, 2019, the terms and conditions and of the Opposite Party regarding, handling the equipment with care and caution, as per Anne.C-12, is herein reproduced below:

Handling with Care

We handle everything fragile, except of course, a broken heart, whether you are an indie artist travelling for much needed inspiration or an adrenaline loving sports, junkie, we at Air Express fly that extra mile to make sure your delicate equipment gets to its destination in one piece. So just sit back and relax, finish that, song or practicing that, fitness inside your

head while you are up in the air, leave your baggage of worries to us.

Ongoing through the same, the Opposite Party is under taken to take care with caution in handling special equipment. But however, the Opposite Party have failed to do so, who have negligently and carelessly put the sports bicycle, at the luggage belt, hence, has committed deficiency in service on their part, under the C.P. Act, which defines, deficiency as under:

Sec-2 (9) "consumer rights" includes,--

- (i) the right to be protected against the marketing of goods, products or services which are hazardous to life and property;*
- (ii) the right to be informed about the quality, quantity, potency, purity, standard and price of goods, products or services, as the case may be, so as to protect the consumer against unfair trade practices;***
- (iii) the right to be assured, wherever possible, access to a variety of goods, products or services at competitive prices;*
- (iv) the right to be heard and to be assured that consumer's interests will receive due consideration at appropriate fora;***
- (v) the right to seek redressal against unfair trade practice or restrictive trade practices or unscrupulous exploitation of consumers; and***
- (vi) the right to consumer awareness;*

Sec-2(10) "defect" means any fault, imperfection or shortcoming in the quality, quantity, potency, purity or standard which is required to be maintained by or under any law for the time being in force or under any contract, express or implied or as is claimed by the trader in any manner whatsoever in relation to any goods or product and the expression "defective" shall be construed accordingly;

Sec-2(11) "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 and includes—

(i) any act of negligence or omission or commission by such person which causes loss or injury to the consumer; and

(ii) deliberate withholding of relevant information by such person to the consumer;

Sec-2(42) "service" means service of any description which is made available to potential users and includes, but not limited to, the provision of facilities in connection with banking, financing, insurance, transport, processing, supply of electrical or other energy, telecom, boarding or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service;

As such, on the above provision of law under C.P. Act, 2019, failure of the Opposite Party, to take care and caution towards the special equipment booked by the complainant, from the Chennai to Mangalore, and at Mangalore airport the equipment/bicycle was mishandled carelessly negligently was put on to luggage lift, amounts to deficiency of service, and unfair trade practice, contrary to the promised services, of special equipment terms and conditions, hence, Opposite Party is liable to refund and compensate, for the same. Therefore, complainant has proved deficiency of service on the part

of the Opposite Parties. ***Accordingly, we Answer Point No.1 in the Affirmative.***

Point No.2:

18. In view of our discussions and reasons assigned in Point No.1, the complainant has proved deficiency of service on the part of Opposite Party No.1 & 2, hence, we direct,

a) Opposite Party No.1 & 2 to refund Rs.2,000/- received towards the special equipment handling fees, within 45 days from the date of receipt, to the complainant,

b) Opposite Party No.1 & 2 to pay compensation of Rs.20,000/- towards the deficiency of service, mental agony, and inconvenience caused to the complainant, along with Rs.5,000/- towards cost of the litigation, which shall be as per the final order.

Hence, we Answer Point No.2 partly in the Affirmative.

POINT NO.3:

19. In view of our discussions and reasons assigned in Point No.1 & 2, and following the extensive law under C.P. Act, 2019 as on today, we pass the following;

ORDER

The Complaint filed by the complainant U/s.35 of the Consumer Protection Act, 2019, against the Opposite Party No.1 & 2, is hereby partly allowed with cost.

The Opposite Party No.1 & 2 are directed to refund Rs.2,000/- received towards the special equipment handling fees, within 45 days from the date of receipt, to the complainant.

The Opposite Party No.1 & 2 are further directed to pay compensation of Rs.20,000/- towards the deficiency of service, mental agony, and inconvenience caused to the complainant.

The Opposite Party No.1 & 2 are also liable to pay Rs.5,000/- towards cost of the litigation, to the complainant.

The Opposite Party No.1 & 2 are liable to pay the above said amounts within 45 days from the date of pronouncement of this order, failing which, the above said amounts shall carry interest @6% P.A. from the date of default, to till its realization, to the complainant.

If, Opposite Party No.1 & 2 fails to comply the above said order, the complainant may initiate Civil/Criminal proceedings U/s.71/72 of C.P. Act, 2019 against the Opposite Party No.1 & 2.

Copy of this order as per statutory requirements, be forwarded to both the parties free of cost and file shall be consigned to record room.

(Page No.1 to 18 are dictated to the Stenographer, directly on the computer, corrected by us, then pronounced in the open court, on this 31st day of August, 2026.)

Sd/-
Smt. Sharadamma.H.G
Lady Member
District Consumer Commission
Dakshina Kannada

Sd/-
Sri. Somashekarappa K Handigol
President(I/C)
District Consumer Commission
Dakshina Kannada

Mr. Sushanth N.G V/s Air India Express Ltd. & Ors.
Consumer Complaint No.234/2025

:-ANNEXURE:-

Documents Marked & Witnesses examined

Witnesses examined on behalf of complainant

CW:-1: Mr. Sushanth N.G., R/at #116/1, Gundihithlu house,
Hariharapallathadka, Sullia Taluku, D.K.

Anne.C-1:	Copy of flight ticket for the from Chennai to Mangalore on 27.07.2025.
Anne.C-2:	Copy of transaction receipt to Air India Express Ltd., dtd 09.07.2025.
Anne.C-3:	Copy of complaint sent to the opponent via email dtd 31.07.2025.
Anne.C-4:	Copy of response by the opponent for the email dtd 31.07.2025.
Anne.C-5:	Copy of response by the complainant for the opponent's reply via email dtd 31.07.2025.
Anne.C-6:	Copy of final reply by the opponent dtd 31.07.2025.
Anne.C-7:	Copies of photos of the special equipment before the check in dtd 27.07.2025.
Anne.C-8:	Copy of Aadhar Card of the complainant.
Anne.C-9:	Screenshot of WhatsApp message communications received by the complainant, wherein the number of bags checked in is stated.
Anne.C-10:	Video recording depicting the equipment on the belt captured by the complainant on his mobile phone. [Pendrive]
Anne.C-11:	Copy of standard airport process handled through an automated system.
Anne.C-12:	Copy of web page of the Opposite Parties relating to the special equipment handling service, available on its official websites at https://www.airindiaexpress.com/products-and-services/specialequipment , containing the representation under which the service was offered and sold.

Witnesses examined on behalf of Opposite Party No.1 & 2:

RW-1:- Mr. Keshav HJ, Air India Express Ltd., Block-4, Vatika One on One,
Industrial Estate, Gurugram, Haryana.

Documents marked on behalf of Opposite Party No.1 & 2:

Anne.R-1:	Copy of Power of attorney dtd 21.02.2024, bill amount due from the complainant.
Anne.R-2:	Copy of Opposite Parties conditions of carriage.
Anne.R-3:	Copy of Opposite Parties email dtd 31.07.2025 to the complainant.

Date:31.08.2026

Sd/-
President(I/C)