

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

CHANDIGARH DISTRICT COMMISSION

CONSUMER COMPLAINT NO. DC/AB1/44/CC/471/2023

NARPREET WALIA S/o Harjit Singh

.....Complainant(s)

PRESENT ADDRESS - R/o H.NO.2490, SECTOR 36, CHANDIGARH-
160036CHANDIGARH,CHANDIGARH.

Versus

AIR INDIA LTD.

.....Opposite Party(s)

PRESENT ADDRESS - having its Registered Office at BLOCK 4,
VATIKA ONE ON ONE, SECTOR 16, NH 48, GURUGRAM, Haryana,
Pin Code : 122007, through its
Chairman/MD/Director/Authorized
Person.CHANDIGARH,CHANDIGARH.

BEFORE:

HON'BLE PAWANJIT SINGH , PRESIDENT

BRIJ MOHAN SHARMA , MEMBER

FOR THE COMPLAINANT:

NARPREET WALIA S/o Harjit Singh

DATED: 23/09/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II,

U.T. CHANDIGARH

Consumer Complaint : CC/471/2023
No.

Date of Institution : 18/09/2023

Date of Decision : 23/09/2026

Narpreet Walia s/o Harjit Singh, R/o H.No.2490, Sector 36, Chandigarh - 160036.

Complainant

Air India Ltd. having its Registered Office at Block 4, Vatika One on One, Sector 16, NH 48 Gurugram, Haryana, Pin Code: 122007, through its Chairman/MD/Director/Authorized Person.

Opposite party

CORAM : **SHRI PAWANJIT SINGH** **PRESIDENT**
 SHRI B.M.SHARMA **MEMBER**

ARGUED BY : Sh.Kartik, Advocate Proxy for Sh.Sukhandeep Singh,
Counsel for Complainant.
: Sh.Daksh Prem Azad, Counsel for OP.

Per Pawanjit Singh, President

1. It transpires from the averments, as projected in the consumer complaint, that the complainant booked round-trip air tickets with the OP/Air India for travel from Chicago, USA to New Delhi, India and back to Chicago, USA, for a total consideration of USD 680, and the tickets were duly issued by the OP (Exhibit C-1). The complainant travelled from Chicago on 03.02.2022 and reached India on 04.02.2022, with his return journey originally scheduled for 28.02.2022. However, owing to the prevailing COVID-19 situation and his health condition, he approached the OP at Chandigarh for rescheduling, pursuant to which his return journey was changed to 07.06.2022, vide receipt dated 25.04.2022 (Exhibit C-2). As the complainant had not fully recovered, he again approached the OP for rescheduling, whereupon the return date was changed to 19.06.2022 upon payment of an additional USD 500, vide receipt dated 30.05.2022 (Exhibit C-3). Subsequently, due to unavoidable family circumstances and his responsibility towards his elderly parents at Chandigarh, the complainant

requested the OP for a further change in the travel date, but the staff allegedly failed to provide proper assistance and, without any prior intimation or instruction from the complainant, the OP unilaterally cancelled his return ticket. Upon checking his PNR status, the complainant discovered the cancellation and approached the OP's Chandigarh office, but his grievance was not redressed, despite his having paid the original ticket consideration as well as the additional rescheduling charges. The aforesaid acts and omissions of the OP caused the complainant inconvenience, financial loss, mental agony and harassment and, as alleged, constitute deficiency in service and unfair trade practice. Hence the present consumer complaint has been filed by the complainant with a prayer to direct the OP to refund USD 1180 with interest, compensation for mental agony & harassment and costs of litigation expenses.

2. OP in its written version has stated that the tickets in question were not booked directly from the OP but were purchased through M/s Evia Travel Inc. Chicago IL under IATA 1459733 on 04.11.2021. The complainant approached the OP for rescheduling of his return journey on repeated occasions and, despite the financial and operational loss caused to the airline by last-minute changes, his ticket was accommodated and rescheduled on each occasion. The amount of USD 500 (Rs.31,440/-) charged for the subsequent change was not commensurate with the loss incurred by the airline and, in any event, the said amount is being processed for refund to the original mode of payment, without deduction. It is denied that the OP cancelled the complainant's ticket or that its staff misbehaved with him. Rather, the complainant approached the Chandigarh office on 18.06.2022, i.e. one day prior to the scheduled journey dated 19.06.2022, seeking cancellation/change at the last moment, which could not be accommodated. The complainant's allegation of unilateral cancellation is further belied by

the ticket status, which continues to show “Open For Use”, establishing that the ticket was never cancelled by the OP (Exhibit R-1). Denying any deficiency in service or unfair trade practice as well as all other allegations, the OP has prayed for dismissal of the complaint.

3. Complainant did not file replication to the written version of OP.

4. Parties led evidence in support of their contention.

5. We have heard the learned counsels for the parties and also gone through the file carefully, including written arguments.

6. The complainant booked a round-trip air ticket with the OP for travel from Chicago, USA to New Delhi, India and back to Chicago for a total consideration of USD 680. His return journey, originally scheduled for 28.02.2022, was subsequently rescheduled to 07.06.2022 vide receipt dated 25.04.2022 and thereafter to 19.06.2022 upon payment of an additional USD 500. The complainant alleges that thereafter, when he sought a further change in the return journey, the OP failed to properly address his request and cancelled his ticket, causing him financial loss, mental agony and harassment. He accordingly sought refund of USD 1180, compensation and litigation expenses.

7. The OP contested the complaint and denied having cancelled the complainant's ticket. The OP stated that the complainant had repeatedly sought changes in his return journey and that the ticket status continued to show “Open For Use”, as reflected in Exhibit R-1. The OP further stated, significantly, that the USD 500 (Rs.31,440/-) charged from the complainant towards the subsequent rescheduling is being processed for refund to the original mode of payment, without any deduction.

8. The main question for consideration is whether the OP cancelled the complainant's return ticket without his consent and thereby committed deficiency in service. The complainant has alleged that the ticket was unilaterally cancelled by the OP. However, he has not produced any documentary evidence to prove such cancellation. On the other hand, the OP has placed on record the ticket status showing "Open For Use", which is Exhibit R-1. Therefore, the allegation of unilateral cancellation is not established from the record. Consequently, the complainant is not entitled to the claimed refund of USD 1180 on the ground of alleged cancellation.

9. However, the position regarding the USD 500 paid by the complainant towards subsequent rescheduling is different. The OP itself has admitted in its written version that the said amount is being processed for refund to the original mode of payment. The OP has not produced any material to show that the said amount has actually been refunded. The admitted liability of the OP to refund the said amount cannot be defeated merely because the complainant has failed to prove the allegation of cancellation. The failure to refund the admitted amount, despite the OP's own assurance, amounts to deficiency in service to that limited extent.

10. The complainant was also put to inconvenience and was compelled to approach this Commission for recovery of an amount which the OP itself admitted to be refundable. In the circumstances, the complainant is entitled to reasonable compensation and litigation expenses.

11. In the light of the aforesaid discussion, the present consumer complaint is partly allowed to the following extent:-

- i) The OP shall refund USD 500 (Rs.31,440/-) to the complainant through the original mode of payment, along with interest @ 9% per annum

from the date of filing of this complaint i.e. 18.09.2023 onwards.

- ii) The OP shall pay lump sum amount of Rs.10,000/- to the complainant as compensation for causing mental agony and harassment as well as litigation expenses.

This order be complied with by the OP within 45 days from the date of receipt of its certified copy, failing which the principal amount(s) mentioned at Sr.No.(i) & (ii) above shall carry interest @ 12% per annum from the date of this order, till realization.

12. The pending application(s) if any, stands disposed of accordingly.

Certified copies of this order be sent to the parties free of charge. The file be consigned.

Announced

23/09/2026

Sd/- ^{as}

[Pawanjit Singh]

President

Sd/-

[B.M.Sharma]

Member

.....
PAWANJIT SINGH
PRESIDENT

.....
BRIJ MOHAN SHARMA
MEMBER