

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VI
(NEW DELHI), 'M' BLOCK, 1ST FLOOR, VIKAS BHAWAN,
I.P. ESTATE, NEW DELHI-110002

Case No. CC/256/2025

IN THE MATTER OF:

Mr. Rishabh Maheshwari &
Ms. Anisha Mangleek
Residents of 803, 8th Floor, Block B, Orchid Tower,
Maharana Pratap Nagar,
Lashkar, Gwalior-474007

...Complainants

VERSUS

Inter Globe Aviation Ltd. (Indigo Airlines)
Upper Ground Floor, Thapar House
Gate No.2, Western Wing 124, Janpath,
New Delhi 0110001
Email: customer.relations@goindigo.in
Customer.experience@goindigo.in

...Opposite Party

Quorum:

Ms. Poonam Chaudhry, President
Sh. Bariq Ahmad, Member
Sh. Shekhar Chandra, Member

Date of Institution: 12/09/2025
Reserved for Order: 11/08/2026
Date of Order: 27/08/2026

ORDER

Poonam Chaudhry, President

1. The present complaint has been filed under Section 35 read with Section 34 of Consumer Protection Act, 2019 (in short CP Act) along with Section 2(6), 2(7), 2(11) and 2(47) against Opposite Party (in short OP) alleging deficiency of service.

2. Briefly stated the facts of the case are that the complainants are consumers within the definition of the Consumer Protection Act. It is alleged that they had booked airline tickets for their personal travel, which were unjustly and abruptly cancelled, and no justified compensation was offered to them by the airlines,. It is when the issue was raised with them, causing them financial loss and mental agony. Hence, the complainants are constrained to approach this Forum against the gross negligence and deficiency of service by the opposite party.

3. It is alleged that the complainants had booked flight tickets with Indigo Airlines for their honeymoon trip to Geneva. The details of the flight are as follows:

- Flight Number: 6E11 (New Delhi to Geneva, via Istanbul)
- Flight Number: 6E 4099 (Istanbul to Geneva)
- Date of Travel: May 17, 2024
- Departure Time: 6:35 AM
- PNR Numbers: U5Z38H and UY66FW
- Ticket Cost: Rs.54,428

4. It is further alleged that on May 16, 2024, at 8:54 PM, merely hours before departure, the complainants received a notification from Indigo Airlines stating that their flight 6E 11 New Delhi to Istanbul had been cancelled. The cancellation was made without prior notice or a valid explanation, leaving the complainants in an extremely distressing situation.

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5. It is also alleged that OP told the complainants to book alternate flights under their Plan B through a link, against the cancelled flight or get full refund of tickets. But there were no alternate flights available under that plan B from New Delhi to Geneva for the date of the cancelled flight. The trip of the complainants was planned in advance and all the further bookings were planned accordingly,
6. That due to the sudden cancellation, the complainants were forced to book last-minute alternative flights with Etihad Airways, at a cost of Rs.1,24,202 (Rupees One Lakh Twenty Four Thousand Two Hundred Two). The complainants had meticulously planned their honeymoon trip, including hotel bookings and tour reservations, all of which were jeopardized by the airline's negligence.
7. That upon raising the issue with OP/ the airline refunded only the original ticket amount of Rs.54,428/- (Rupees Fifty Four Thousand Four Hundred Twenty Eight) and offered an additional Rs.20,000/- (Rupees twenty Thousand) as compensation, which was inadequate. The complainants did not accept the meagre compensation offered by the Indigo Airlines. The complainants suffered financial loss of Rs.69,774/- (Rupees Sixty Nine Thousand Seven Hundred Seventy Four) apart from the mental agony caused by the abrupt cancellation.

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8. It is alleged that despite the regular follow up with Indigo Airlines telephonically and Email, the Airlines refused to increase the compensation amount.
9. It is alleged that the complainant also took up the matter with DGCA, but without any result, it is also stated that the actions of the opposite party amount to deficiency in service and unfair trade practice under the Consumer Protection Act as airlines failed to provide timely alternative and adequate compensation.
10. It is further alleged that the complainants served a legal notice dated October 10, 2024, on the opposite party, However, the opposite party failed to comply with the said notice.
11. It is prayed that:
 - a) Opposite party be directed to pay a sum of Rs.69,774/- (Rupees Sixty Nine Thousand Seven Hundred Seventy Four), being the additional expense incurred due to the last-minute flight booking, along with interest @ 12% per annum from the date of booking expenditure until realization,
 - b) Opposite party be also directed to pay Rs.2,00,000/- (Rupees Two Lakh) as compensation for the immense mental agony, harassment, and inconvenience caused to the complainants and Rs.25,000/- (Rupees Twenty Five Thousand) towards litigation costs;

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- c) Pass such other and further orders as may be deemed just and proper in the circumstances of the case.
12. Notice of the complaint was issued to OP, upon which OP entered appearance and filed written statement contesting the case on various grounds inter alia that all averments made in the complaint are denied except those specifically admitted.
13. It is alleged that OP is a company registered under the provisions of the Companies Act, 1956 and engaged in the business of running an airlines company with the brand name and trademark "IndiGo". It is also alleged that complainant has failed to show any deficiency of service or unfair trade practice on part of the Answering Respondent.
14. It is further alleged that on 16.05.2024, the First Flight was cancelled due to events of Force Majeure beyond the control of the OP, i.e., operational reasons. OP duly informed complainants about the cancellation of the Flight via both email and SMS sent on the registered mobile number and email ID, and that they had an option under 'PLAN-B' to either choose an alternative flight or cancel the booking for a full refund without any additional cost with the help of a link provided in the said SMS.
15. It is also alleged that on 16.05.2024, the Complainants on their own chose to cancel the entire booking under PNR No. U5Z38H and avail a full refund under 'PLAN-B'. OP duly processed the refund of Rs.54,427/-

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cancellation of the entire booking under PNR No. U5Z38H, to the account of original mode of payment without any delay.

16. It is alleged that force majeure is defined as under: DGCA Car Section 3 Guidelines is as under:

"1.1 Definitions

"Force Majeure" means the occurrence of unusual or unforeseeable circumstances that are beyond IndiGo's control, the consequences of which could not have been avoided even if all due care had been exercised by IndiGo to prevent such occurrence i.e. extra ordinary circumstances beyond the control of IndiGo, including without limitation political instability, natural disaster and other acts of God and nature, pandemics, lockdowns, wars, insurrection, riots, floods, explosion, government regulation, order or requirements affecting the aircraft, strikes, labour disputes, slow down or interruption of work, cancellation and delays clearly attributed to air traffic control, metrological conditions, acts of terrorism, security risks, hostilities, disturbances, shortage of critical manpower, parts or materials, mechanical, technical, or operational issues or failures, or any other factors that are beyond the control of IndiGo, which affects its ability to operate flights on schedule.

(Emphasis supplied)

17. It is further alleged that as per Clause 3.3.2 of the said DGCA CAR-Section 3 Guidelines, the maximum liability of the Airline Carrier is Rs.10,000/- (Rupees Ten Thousand) in addition to a full refund in the event of flight cancellation. The Answering Respondent cannot, in any manner whatsoever, be held liable to pay any amount other than the said compensation. Clause 3.3.2 of the DGCA CAR-Section 3 Guidelines is reproduced herein below:

"3.3.2 Passengers who have not been informed as per the provisions contained in Para 3.3.1, or missed the connecting flight booked on the

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same ticket number of an airline, the airlines shall either provide alternate flight as acceptable to the passenger or provide compensation in addition to the full refund of air ticket in accordance with the following provisions:

- a) INR 5,000 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of up to and including 01 hour
- b) INR 7,500 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having block time of more than 01 hour and up to and including 02 hours.
- c) INR 10,000 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of more than 02 hours."

(emphasis supplied)

It is prayed that complaint be dismissed.

18. Complainant thereafter filed rejoinder reiterating therein the averments made in the complaint and denying all the allegation made in the written statement. Both parties thereafter filed their evidence by way of affidavits.
19. We have heard the Learned Counsels for parties and perused the evidence and material on record as well as their written arguments.
20. The Learned Counsel for the complainants argued that the plea Of "operational reasons" is vague, unsubstantiated, and an afterthought No documentary evidence such as technical reports or official records has been placed on record to establish that the cancellation was due to circumstances beyond the control Of the airline. It is well settled that the burden to prove such exceptional circumstances lies on the service provider.

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21. There is no dispute regarding the fact that the Complainants had booked the aforesaid flights with the OP and that Flight No. 6E11 scheduled for 17.05.2024 was cancelled on 16.05.2024. The principal dispute is with regard to the circumstances leading to the cancellation and the consequences flowing therefrom.
22. The OP has sought to justify the cancellation by describing it as an event beyond its control and has relied upon the force majeure clause contained in the applicable DGCA guidelines. However, the mere description of an event as “force majeure” does not, by itself, conclude the issue. The OP is required to establish from the material placed on record the actual circumstances which necessitated the cancellation and whether such circumstances were beyond its reasonable control.
23. At the same time, the fact that a flight has been cancelled does not, in every case, automatically establish deficiency in service. The circumstances of each cancellation, the notice given to the passenger, the availability and nature of alternative arrangements, and the applicable regulatory requirements have to be examined on the basis of the evidence available on record.
24. In the present case, the OP has pleaded that the Complainants were informed about the cancellation through SMS and e-mail and were provided an option under “PLAN-B” either to opt for an alternative flight or to cancel the booking and obtain a full refund. The Complainants, on

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the other hand, have contended that no suitable alternative flight was available under the said arrangement for their destination and that, because of the late cancellation, they had to purchase alternative tickets at a substantially higher price.

25. The material on record shows that the Complainants ultimately travelled by an alternative airline after purchasing tickets for Rs.1,24,202/-. The original ticket amount was refunded by the OP. The question, therefore, is whether the additional amount claimed by the Complainants is recoverable from the OP as a consequence of deficiency in service.

26. The regulatory framework governing cancellation of flights prescribes the obligations of an airline in circumstances where a passenger has not been informed within the prescribed time or where the passenger has missed a connecting flight booked on the same ticket. The entitlement of a passenger must, therefore, be examined in the light of the applicable DGCA provisions as well as the facts established on record.

27. In the present case, the Complainants have specifically pleaded that they received information regarding cancellation only a few hours before the scheduled departure. The OP has not disputed the timing of the communication; rather, it has relied upon the fact that the Complainants were provided the "PLAN-B" option.

28. Merely providing an option to obtain a refund cannot, in appropriate circumstances, by itself absolve an airline of its obligations towards


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passengers where the applicable regulatory provisions require the airline to provide an alternate flight acceptable to the passenger or compensation in addition to refund. The nature of the alternative offered and whether it was reasonably available to the Complainants are relevant considerations.

29. However, the claim of Rs.69,774/- represents the entire difference between the cost of the alternative tickets and the original fare refunded by the OP. Such a claim cannot be allowed merely on the basis of the expenditure having been incurred. The Complainants must establish that the expenditure was a reasonably necessary and foreseeable consequence of the OP's deficiency and that the same is recoverable under the applicable legal and regulatory framework.

30. On consideration of the material available on record, we are of the view that the Complainants were subjected to inconvenience and hardship on account of the cancellation of the scheduled flight at a late stage. The OP was required to deal with the consequences of such cancellation in accordance with the applicable DGCA provisions.

31. As regards the plea of force majeure, the OP has not placed sufficient material on record to establish the specific operational circumstance which resulted in the cancellation and to demonstrate that the consequences could not reasonably have been avoided despite due care. A general reference to "operational reasons" is, by itself, insufficient to establish the applicability of force majeure.


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32. Accordingly, the defence of the OP, to the extent that it seeks complete exemption from liability merely on the basis of the expression "force majeure", cannot be accepted in the absence of satisfactory material establishing the specific circumstances of cancellation.
33. It is to be noted that it has been held in Appeal No. 08/305, titled Air Deccan vs. Ajay Goel, by Delhi State Consumer Disputes Redressal Commission that the onus to move circumstances justifying cancellation lies on the airline, and bald pleas such as technical Or operational reasons without evidence are not sufficient.
34. The Consumer Protection Act, 2019 empowers the Consumer Commission to award compensation for loss or injury suffered by a consumer as a consequence of the deficiency in service. Compensation is required to bear a reasonable relationship to the loss, inconvenience and injury established on record and cannot be punitive or excessive in the absence of circumstances warranting the same.
35. In the present case, the Complainants had made arrangements for a honeymoon trip and were required to make alternative travel arrangements at short notice. The circumstances necessarily caused inconvenience and disruption to their travel plans. Considering the facts and circumstances of the case, compensation for the inconvenience and mental agony suffered by the Complainants is warranted.
36. In view of the foregoing discussion, the complaint is partly allowed.

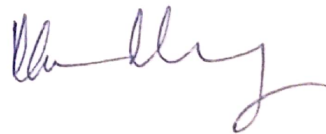

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37. The OP is directed to pay to the Complainants compensation of Rs.2,00,000/- for the inconvenience, harassment and mental agony suffered by them on account of the cancellation of the scheduled flight.
38. The OP is further directed to pay a sum of Rs.50,000/- towards litigation expenses.
39. The claim of the Complainants for reimbursement of Rs.69,774/- towards the entire additional expenditure incurred on the alternative air tickets is, for the reasons recorded hereinabove.
40. The aforesaid amounts shall be paid by the OP to the Complainants within 45 days from the date of receipt of a copy of this order, failing which the amounts shall carry interest @ 9% per annum from the date of this order till realization.
41. A certified copy Of order be sent/supplied to all the parties free of cost. The order be also uploaded on the website of the Commission (www.eonfonet.nic.in).
42. File be consigned to the record room along with a copy of the order.

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Bariq Ahmad
(Member)



Poonam Chaudhry
(President)



Shekhar Chandra
(Member)