

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,**U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/408/2021
Date of Institution	:	22/06/2021
Date of Decision	:	07/06/2023

1. Lt.Col.Manpreet Singh,

... Complainants

V E R S U S

1. Indigo Airlines, New Civil Terminal, Chandigarh International Airport, Chandigarh-140306, through its Authorized Signatory.

2nd Address:- Upper Ground Floor, Thapar House, Gate No.2, Western Wing, 124 Janpath, New Delhi-110001 through its Authorized Signatory.

2. Balmer Lawries & Co. Ltd., 21, NS Road, Kolkata, West Bengal-700001 through its Managing Director/Authorized Signatory.

... Opposite Parties

CORAM : **SURESH KUMAR SARDANA**
 BM SHARMA

PRESIDING MEMBER
MEMBER

ARGUED BY : Sh.Gaurav Bhardwaj, Counsel for Complainants.
 : Sh.Amandeep Singh, Counsel for OP No.1.
 : OP No.2 ex-parte.

Per Suresh Kumar Sardana, Presiding Member

1. Averments are that the complainant No.1 is a serving army officer as a Lieutenant Colonel, to join his duty at Srinagar, as such he got his ticket booked through OP No.2 on 13.10.2020 for himself and a return ticket for his wife (complainant No.2) and a minor son. The complainant No.1 paid an amount of Rs.3,831/- for his ticket and Rs.14,864/- for ticket of his wife and son. A total of Rs.18,695/- was paid online to OP No.1 through OP No.2 (Annexure C-1 & 2). It was clearly mentioned on the ticket of complainant No.2 that a baggage of 20 kg is allowed. It is submitted that the staff of OP No.1 airline stopped the complainant No.2 and informed her that the baggage is more than 15 kg and the same cannot be allowed, they were shown the ticket where the weight of 20kg was clearly mentioned. But the airline

staff didn't allow on the ground that the same has been misprinted and advised the complainants to get the same adjusted in the baggage of complainant No.1 was already checked in as he had a separate ticket. The total weight for complainant No.2 and minor son was approximately 39 kgs. Airline staff asked the complainant to pay Rs.4500/- for extra luggage or else they said that the complainants can readjust the items in hand baggage, since hand baggage was very less. The complainants requested the OP No.1 to provide the tickets for next flight or adjust the amount in fresh tickets or refund the amount but they refused to refund the same and then the complainant had no option but to book fresh tickets of some other airlines. The complainants have suffered financial loss due to the act and negligence of the OPs. The OPs are liable to refund the amount of Rs.18,695/- to the complainants and also to pay Rs.13,953/- which the complainants spent for purchasing fresh tickets. Hence, is the present consumer complaint.

2. OP No.1 contested the consumer complaint, filed its written reply stated that the complainants have annexed the ticket issued to them by Balmer Lawries i.e., their third-party travel agent (OP No.2) who has incorrectly mentioned the free check in baggage allowance as 20 kgs. It is further submitted that the complainants have two ticket itineraries issued by OP No.2 as Annexure C-1 & C-2 of the complaint, both of which contain different free check in baggage allowance, despite being in respect of their travel under the same flight being Indigo flight No.6E-6177, one in the name of complainant No.1 under PNR No.JWVHXX and the other in the name of complainant No.2 under PNR No.GNWE6K. It is amply clear that the complainants are relying on the free check in baggage allowance provided to them by their third-party travel agent i.e. OP No.2 and not InterGlobe Aviation Ltd. The dispute, if any, with respect to the baggage allowance, is solely between the complainants and their third-party travel agent i.e., OP No.2. On these lines, the case is sought to be defended by OP No.1.
3. OP No.2 contested the consumer complaint, filed its written reply stated that the OP No.2 had issued the tickets to the complainants being ticketing agents of the Op No.1. It is submitted that OP No.2 had no role whatsoever in the alleged refusal by officials of respondent No.1 to allow the complainants to board the flight for Srinagar on 19.10.2020 at Chandigarh. Therefore, OP No.2 have been unjustly, incorrectly and erroneously impleaded by the complainants in the complaint. It is further submitted that Annexure C-2 while 20 kgs was mentioned in the ticket of Ms.Jagmeet Grewal, the baggage allowed in the case of the minor son was 15 kgs only. Therefore, it is wholly wrong and misleading for the complainants to say that 20 kgs baggage each was allowed in respect of all the passengers. Pleading that there is no deficiency in service or unfair trade practice on its part, OP No.2 prayed for dismissal of the consumer complaint.
4. Rejoinder was filed and averments made in the consumer complaint were reiterated.
5. Complainants & OP No.1 led evidence by way of affidavits and documents. However, evidence by way of affidavit on behalf of OP No.2 not filed despite of the opportunity given. Hence, opportunity to file evidence on behalf of OP No.2 was closed vide order dated 16.11.2022.
6. We have heard the learned counsel for the parties and gone through the record of the case.
7. On perusal of the complaint, it is observed that the main grievance of the complainant is that in spite of having 39 kg of baggage against 40 kg shown in the ticket, they were not allowed to board the flight of OP No.1, on the pretext that the baggage permissible limited is less than the baggage carried by the complainant and he suffered lot of mental agony & harassment.
8. We have perused Annexure C-2, wherein on the top of the ticket issued by OP No.2, baggage is clearly shown as 20 kg/person. As per the ticket two persons were required to travel on the said ticket, so the permitted baggage works out to be $20 \times 2 = 40$ kg. Since the complainants were carrying a baggage of 39 kg as against permitted baggage of 40 kg. We are of the concerted view that by non-permitting the complainants either to board the flight or by asking for payment of an extra payment of Rs.4500/-, the OPs have indulged in unfair trade practice and are also deficient in providing service to the complainants.
9. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OPs are directed as under :-
 - i. to pay an amount of ₹18,695/- charged towards the unused tickets to the complainants alongwith interest @ 9% per annum from the date of filing of this complaint till realization.
 - ii. to pay an amount of ₹10,000/- to the complainants as compensation for causing mental agony and harassment to them;
 - iii. to pay ₹10,000/- to the complainants as costs of litigation.

10. This order be complied with by the OPs within thirty days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) & (ii) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(iii) above.
11. Certified copies of this order be sent to the parties free of charge. The file be consigned.

07/06/2023

Ls

Sd/-
[Suresh Kumar Sardana]
Presiding Member

Sd/-
[BM Sharma]
Member