

**BEFORE THE DAKSHINA KANNADA DISTRICT CONSUMER
DISPUTES REDRESSAL COMMISSION , AT MANGALORE**

Dated this the 1st day of August, 2023

PRESENT

**SRI. PRAKASHA K : HON'BLE PRESIDENT
SRI LINGARAJU P.V. : HON'BLE MEMBER
SMT. SHARADAMMA H.G. : HON'BLE LADY MEMBER**

ORDERS IN

CONSUMER COMPLAINT NO.7/2023

(Admitted on 21.01.2023)

1. Mrs.Mercy Veena D'Souza,
Aged about 52 years,
W/o Mr.Wilson John D'Souza,
Residing at 3-W-31-2689-1,
Mercy, G.S.B. Colony, Near C.V. Nayak Hall,
Kadri Kaibattu, Mangaluru-575004.
2. Mrs.Sonia D'Lima,
Aged about 47 years,
W/o Joseph Shemmy D'Lima,
Residing at D.No.15-12-638/1,
Apartment No.101, 1st Floor,
Sharan Villa, Kadri, Mangaluru – 575002,

(Advocate for the Complainant: Sri M.N.A.)

.....Complainant

VERSUS

1. Cleartrip Pvt. Ltd.,
Embassy Tech Village Road,
Devarabisanahalli, Bellandur,
Bengaluru-560103, Represented by its Manager.
2. Spice Jet Airlines,
XV2F+73W, MIA Terminal,
Kenjar HC, Mangaluru – 574142,
Represented by its Manager.

(Advocate for Opposite Party No.1 : Sri K.P.)

(Opposite Party No.2 : Exparte)

..... Opposite Parties

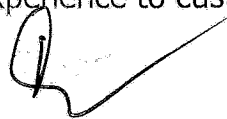
ORDER DELIVERED BY HON'BLE PRESIDENT
SRI PRAKASHA K.

1. This complaint is filed by the Complainant U/s 35 of the Consumer Protection Act, 2019 alleging deficiency in service against the Opposite Party claiming certain reliefs.

2. The brief facts of the case are as under:

The Opposite Party No.2 running National and International flights and Opposite Party No.1 running a travel agency. The Opposite Party No.1 is also act as booking agent for Opposite Party No.2 apart from doing other incidental travel related services.

3. The Complainants are running Mercy Beauty Academy at Kadri Mangaluru to eke out their livelihood. That AIHBA (All India Hair & Beauty Association) conducted Biggest Fashion Runway and Event at Jabalpur on 13.09.2022. The Complainants were selected as a Jury to said Fashion Runway and Event anxious to participate in the said event. So to attend the said event, they checked for flights ticket in internet. That time Opposite Party No.1 had exhibits in media that the Opposite Parties offering with intuitive products that have the largest selection of flights and hotels in the single most comprehensive travel experience to customer.




4. After much discussion with Opposite Parties the Complainants have booked 3 tickets in the flight belongs to Opposite Party No.1 on 22nd August 2022 through Opposite Party No.2, from Mangaluru to Bengaluru on Saturday 10th September 2022 and from Bengaluru to Jabalpur on 11th September 2022 and 13th September 2022 by paying a total sum of Rs.27,736/-.

5. To Complainant's surprise, they received mail from Opposite Party No.2 on 6th September 2022, stating that due to operational issues, the flight booked from Mangaluru to Bengaluru with PNR NF7KXD was revised to 12th September 2022. Immediately on receipt of mail, the Complainants contacted the Opposite Parties and requested them to reschedule all the 3 flights to 19th September, 20th and 22nd September 2022 respectively, but the same was denied by the Opposite Parties saying that the reschedule dates can only be within 7 days and will also not cover for PNR WJ3FQH. Further the Opposite Parties promised the Complainants to provide any alternative flight to Bengaluru on 10th but they failed to provide alternative arrangements to the Complainants. This clearly amounts the deficiency in service on



part of the Opposite Parties, when they have given assurance of security of all their customers is their highest priority. So the Complainants had informed both the Opposite Parties that the travelling on Sep.11th and 13th 2022 is of no use for them as the flight on 10th September was not available. Further the Opposite Parties are charging 50% extra for cancellation on rescheduling the flight for no fault of the Complainants. The Complainants tried to contact the Opposite Parties on their customer care number which is chargeable and it takes more than 30 minutes to connect which was also caused huge financial loss and mental agony to the Complainants. There are no proper arrangements to answer the queries of the Complainants are made them to sit and wait in queue for hours together while calling customer's care. So the Complainants requested the Opposite Parties to cancel all the tickets and seeking refund of full amount i.e. Rs.27,736/- paid by them.

6. The Opposite Parties are agreed to refund a sum of Rs.7,042/- in respect of PNR NF7KXD i.e. Mangaluru to Bengaluru flight fare. Further Opposite Parties also agreed to cancel the



Bangalore – Jabalpur (Return) flight after charging applicable cancellation fees. That due to Opposite Parties fault, the Complainants are not ready to bear a huge cancellation fees. It is the Opposite Parties duty to make alternative arrangements to the customer when the booked flight was cancelled which the Opposite Parties are failed to do so. This amount to deficiency in service and also unfair trade practice. The Complainants failed to get tickets from Mangaluru to Bengaluru on 10.09.2022 inspite of their best efforts.


7. When the Complainants made queries about the cancellation of tickets, the Opposite Parties have gone to such extent by telling that their policies do not permit them to cancel/change in any booking through an email request. It is very strange to say when booking through mail is permitted then why the cancellation is not permitted. The Opposite Parties were further that only one flight from Bengaluru to Jabalpur was cancelled but return ticket was not cancelled as it has been declared as 'No Show' in their record. This is only to fool the Complainants when entire work got cancelled due



to the cancellation of flight from Mangaluru to Bengaluru on 10th September 2022.

8. In spite of Complainant request for refund of entire amount, the Opposite Parties had refunded only Rs.5,500/- out of total amount of Rs.27,736/-. The Opposite Parties failed to refund a single rupee for the second flight which was admittedly cancelled by them. The Complainants have made various requests to refund the entire amount i.e. Rs.27,736/- but the Opposite Parties are adamant by saying that the PNR – WJ3FQH was not cancelled and they would not be in a position to neither do changes without change fees nor process full refund of PNR-WJ3FQH. Hence, alleging deficiency in service and unfair trade practice by the Opposite Parties, sought for the reliefs as claimed in the complaint.

9. After service of notice, Opposite Party No.1 appeared through their counsel and failed to file version within the time stipulated. Despite service of notice on Opposite Party No.2, remained absent, hence Opposite Party No.2 was placed as *ex parte*.



10. In support of the above complaint, Mrs. Mercy Veena D'Souza (Complainant No.1) has filed affidavit evidence as CW-1 and produced documents got marked as Ex.C-1 to Ex.C-8 as detailed in the annexure here below. Heard the argument of the Complainant and argument of Opposite Party No.1 taken as NIL on 20.07.2023.

11. In view of the above said facts, the points arise for our consideration in the case are:

- 1) Whether the Opposite Parties have committed deficiency in service?
- 2) Whether the Complainant is entitled for the reliefs claimed in the complaint?
- 3) What Orders?

12. We have considered entire case file on record including evidence tendered by the parties. Our findings on the points are as under follows:

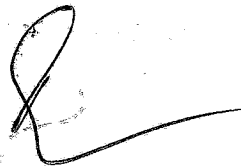
Point No.1 : In the Affirmative

Point No.2 : In the Affirmative

Point No.3 : As per final order.

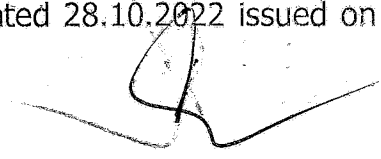
REASONS

Point No.1:



13. The Complainants have booked tickets from Opposite Party No.2 who is the agent of Opposite Party No.2 from Mangaluru to Bengaluru, Bengaluru to Jabalpur as detailed in the above pleadings of the Complainant. When such being the matter, after cancellation of the booked tickets, the Opposite Parties have failed to refund the full fare of tickets booked. Hence, alleging deficiency in service against Opposite Parties and sought for a direction to Opposite Parties to refund the total fare i.e. Rs.22,236/- alongwith compensation, etc.

14. Ex.C-1 is the copy of confirmation of Tickets booked by Opposite Party No.2 from Mangalore to Bangalore on Sat, 20 Sep. 2022 and amount paid shown as Rs.7,640/- for both Complainants. Ex.C-2 is the copy of Fare and Payment Details where the total booking amount shown as Rs.27,736/-. Ex.C-3 and Ex.C-4 are the email communication between the Complainants and Opposite Parties. Ex.C-5 is the copy of refund processed details wherein it shows the total refund amount as Rs.7,640/-. Ex.C-6 is the legal notice dated 28.10.2022 issued on behalf of the Complainants to



Opposite Parties. Ex.C-7 is the postal acknowledgement and Ex.C-8 is the track consignment.

15. The entire evidence placed by the complainants not contradicted nor controverted by the Opposite Parties, which requires no further proof. Hence the evidence and documents produced by the complainant is considered and we come to the conclusion that Opposite Parties have committed deficiency in service by not refunding the total amount received from the Complainants towards booking of flights tickets. Hence, we answer the Point No.1 in the Affirmative.

Point No.2:

16. In view of Affirmative answer to Point No.2, we hold that the Complainant is entitled for the reliefs. Directing the Opposite Party No.1 & 2 jointly and severally to pay to the Complainant a sum of Rs.27,736/- alongwith interest @8% per annum from the date of complaint till the date of payment and also to pay a sum of Rs.10,000/- as compensation and another sum of Rs.5,000/- as cost of the litigation will meet the ends of justice. Hence, we answer the Point No.2 in the Affirmative.



Point No.3:

17. In the result, we proceed to pass the following:

ORDER

The complaint filed by the Complainant U/s 35 of the Consumer Protection Act, 2019 against the Opposite Party is hereby allowed.


Opposite Party No.1 & 2 are jointly and severally directed to pay to the Complainants a sum of Rs.27,736/- alongwith interest @8% per annum from 19.01.2023 to till the date of payment and also to pay a sum of Rs.15,000/- as compensation and cost of the litigation.

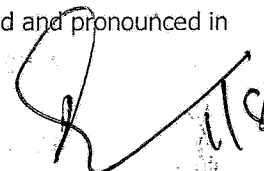
Opposite Parties are directed to comply with the aforesaid order within 30 days from the date of receipt of this order copy.

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

(Page No.1 to 9 dictated to the Stenographer typed by him, revised and pronounced in the open Commission on this the 1st day of August, 2023)


(SHARADAMMA H.G.)
LADY MEMBER
D.K. DISTRICT CONSUMER
COMMISSION, MANGALURU


(LINGARAJU P.V.)
MEMBER
D.K. DISTRICT CONSUMER
COMMISSION, MANGALURU


(PRAKASH K.)
PRESIDENT
D.K. DISTRICT CONSUMER
COMMISSION, MANGALURU

ANNEXURE

Witnesses examined on behalf of the Complainant:

CW1 – Mrs.Mercy Veena D'Souza (Complainant No.1)

Documents marked on behalf of the Complainant:

- Ex.C-1 : Copy of Booking confirmation dated 30.08.2022.
- Ex.C-2 : Copy of fair and payment detail.
- Ex.C-3 : Reschedule message issued by the O.P. dated 5/6.09.2022
- Ex.C-4 : Email communications
- Ex.C-5 : Copy of Refund process by O.P.
- Ex.C-6 : Office copy of legal notice dated 28.10.2022
- Ex.C-7 : Postal Acknowledgement of O.P.No.2.
- Ex.C-8 : Delivery Track Consignment of O.P.No.1.

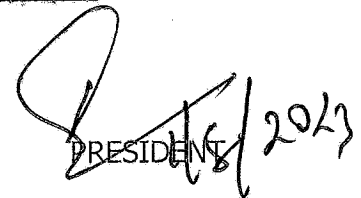
Witnesses examined on behalf of the Opposite Parties:

- NIL -

Documents marked on behalf of the Opposite Parties:

- NIL -

Date : 01.08.2023


PRESIDENT 01/08/2023

10/10/10

Dear Sir,
I have the pleasure to inform you that your application for the position of [unclear] has been successful. You are invited to attend an interview on [unclear] at [unclear] on [unclear].
Yours faithfully,
[unclear]

[unclear]
[unclear]

10/10/10
[unclear]

[unclear]