



3. OP No.2 in its reply stated that it merely acts as a facilitator for booking the confirmed air tickets/hotel bookings on behalf of its customers with the concerned service providers. It is averred that once the confirmed ticket is confirmed by the intended traveler and the tickets of the same are shared with the intended traveler, the OP No.2 is discharged from its obligations qua the said bookings. In case of any cancellation or rescheduling of the ticket the concerned airlines shall refund or reschedule the ticket or bookings in lieu of charges duly agreed upon at the time of making the bookings. Further in case of any other technical fault, lapse, change in prices, sell-outs, cancellation, pre-pones, postpones, no show or error in confirming/confirmed bookings, the airlines are liable to compensate the customer for the same. In addition to the User Agreement the intended traveler is also governed by the cancellation and refund policy of the concerned airlines, which prevail over the terms and conditions of the OP No.2 in case of any conflict. It is further averred that the Director General of Civil Aviation had issued guidelines dated 22.5.2008 whereby it directed the airlines to compensate the customers in the event of cancellation. Thus, the OP No.1 is liable to compensate the complainant for cancellation of bookings and not the answering OP. All other allegations made in the complaint has been denied being wrong.
4. Opportunity to file rejoinder by the complainant was closed vide order dated 5.12.2022 as despite ample opportunity afforded the complainant did not file rejoinder.
5. Contesting parties led evidence by way of affidavits and documents.
6. We have heard the learned counsel for the contesting parties and gone through the record of the case.
7. The grouse of the complainant through the present complaint is that he booked a ticket from Delhi to Hyderabad by paying Rs.3978/- on 25.11.2019 but the same was cancelled by Ops on 7.12.2019 just one day prior to the date fixed of the flight in question. It was important for the complainant to reach Hyderabad therefore, he bought another ticket at higher cost of Rs.8526/-, hence, praying through the present complaint for refund.
8. The stand taken by OP No.2 is that it is the duty of OP No.1 to compensate the complainant as it is only the platform for the booking of the ticket in question.
9. After going through the documents on record and during oral arguments it came forth that the refund was initiated on 24.12.2019 and the present complainant has been filed on 6.8.2020 i.e. after refund of the amount. Thus once the complainant has already received the refund of the ticket in dispute prior to filing of the instant complaint, he ceases to be a consumer. Thus the complaint being hollow and meritless deserves dismissal.
10. In view of the aforesaid discussion, the present consumer complaint, being devoid of any merit, is hereby dismissed leaving the parties to bear their own costs.
11. Certified copies of this order be sent to the parties free of charge. The file be consigned

sd/-

**[Pawanjit Singh]**

**President**

Sd/-

**[Surjeet Kaur]**

**Member**

22/8/2023

*mp*