

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,

U.T. CHANDIGARH

Consumer Complaint No.	:	CC/323/2023
Date of Institution	:	27/06/2023
Date of Decision	:	07/03/2024

1. Sh. Raj Jindal s/o Late Sh. Hari Ram Jindal aged about 69 years
2. Smt. Asha Jindal w/o Raj Jindal aged about 66 years

Both Residents of House No. 5157/1, Modern Housing Complex, Manimajra, Sector 13, Chandigarh.

... Complainants

V E R S U S

Air India Ltd. Through its Chief Executive Officer, office address:- Airlines House, 113 Gurudwara Rakabganj Road, New Delhi, Delhi 110001.

... Opposite Party

CORAM : **SHRI PAWANJIT SINGH** **PRESIDENT**
 MRS. SURJEET KAUR **MEMBER**
 SHRI SURESH KUMAR SARDANA **MEMBER**

ARGUED BY : Ms. Aarushi Garg, Advocate for complainants
 : Ms. Meenakshi Dogra, Advocate for OP

Per Pawanjit Singh, President

1. The present consumer complaint has been filed by Raj Jindal and Smt. Asha Jindal,

complainants against the aforesaid opposite party (hereinafter referred to as the OP). The brief facts of the case are as under :-

- a. It transpires from the allegations, as projected in the consumer complaint, that the complainants are husband and wife and both are senior citizens and have been suffering from various chronic diseases. In the month of February, 2022, complainants planned to visit their children in America for which their son booked air tickets on 22.2.2022 by paying USD 2308 (Annexure C-1 & C-2) with the following travel schedule :-

From	Departure	Arrival
Delhi to San Francisco	25.10.2022 at 03:00 p.m. (IST)	25.10.2022 at 06:20 p.m. i.e. 26.10.2022 at 6:50 p.m. (IST)
San Francisco to Delhi	01.02.2023 at 9:30 a.m. i.e. 01.02.2023 at 11:00 p.m. (IST)	02.02.2023 at 3:00 p.m. (IST)

However, due to health issues of complainant No.1, return tickets from San Francisco to Delhi were rescheduled on payment of ₹29,400/- (Annexure C-3 & C-4) extra as per following details

From	Departure	Arrival
San Francisco to Delhi	13.01.2023 at 9:30 a.m. i.e. 13.01.2023 at 10:00 p.m. (IST)	14.01.2023 at 3:15 p.m. (IST)

Due to the aforesaid preponment of flight, complainants also booked their train tickets (Annexure C-4) from New Delhi to Chandigarh on payment of ₹1,726/-. However, to the utter shock of the complainants, they received an email dated 12.1.2023 (Annexure C-6) at 7:29 p.m. i.e. 13.1.2023 at 8:00 a.m (IST) from the OP stating that their booked flight has been cancelled and the journey of complainants was rescheduled into a new flight with following details :-

From	Departure	Arrival
San Francisco to Delhi	13.01.2023 at 08:10 p.m. i.e. 14.01.2023 at 8:40 a.m. (IST)	15.01.2023 at 1:55 a.m. (IST)

In this manner, the sudden rescheduling of the timing of flight by the OP has caused harassment and trouble to the complainants who have been suffering from chronic diseases as the complainants reached India at an odd hour of the night i.e. 1:55 a.m. leaving them completely hampered and at the mercy of others to receive support. Since the complainants had paid an amount of ₹29,400/- for preponing the air tickets and the OP has changed the flight time, complainants have suffered mental

pain and agony. In this manner, the aforesaid act of the OP amounts to deficiency in service and unfair trade practice. OP was requested several times to admit the claim, but, with no result. Hence, the present consumer complaint.

- b. OP resisted the consumer complaint and filed its written version, inter alia, taking preliminary objections of maintainability, concealment of facts and cause of action. It is alleged that, in fact, the flight was cancelled due to operational reasons in the larger interest, safety and security of the public at large, as a result of which OP made alternative arrangement for the complainants as a good business gesture and since the complainants travelled in the said flight without any objection, the consumer complaint of the complainants is not maintainable. Moreover, as per the CAR guidelines, complainants were communicated about the alternative flight within the prescribed period. On merits, the facts as stated in the preliminary objections have been reiterated. The cause of action set up by the complainants is denied. The consumer complaint is sought to be contested.
 - c. In rejoinder, complainants re-asserted the claim put forth in the consumer complaint and prayer has been made that the consumer complaint be allowed as prayed for.
2. In order to prove their case, parties have tendered/proved their evidence by way of respective affidavits and supporting documents.
 3. We have heard the learned counsel for the parties and also gone through the file carefully.
 - i. At the very outset, it may be observed that when it is an admitted case of the parties that the complainants had booked two flight tickets from Delhi to San Francisco and return journey from San Francisco to Delhi, as is also evident from Annexure C-1 & C-2, and thereafter they rescheduled their flight from San Francisco to Delhi and finally preponed their tickets from San Francisco to Delhi from 2.2.2023 to 13.1.2023 on payment of ₹29,400/-, as is also evident from Annexure C-3, and the timing of the said flight was changed by the OP vide email (Annexure C-6), as earlier as per Annexure C-3 the flight from San Francisco to Delhi was to depart on 13.1.2023 at 9:30 a.m whereas per the schedule change conveyed to the complainants vide Annexure C-6, the departure time was changed to 08:10 p.m on 13.1.2023 and arrival time at 01:55 a.m on 15.1.2023, the case is reduced to a narrow compass as it is to be determined if the said act amounts to deficiency in service and unfair trade practice on the part of OP and the complainant is entitled to the reliefs prayed for in the consumer complaint, as is the case of the complainants, or if since the complainants were accommodated in alternative flight, there is no deficiency in service or unfair trade practice on the part of OP and the consumer complaint of the complainants, being false and frivolous, is liable to be dismissed, as is the defence of the OP.
 - ii. The main grievance of the complainants is that while preponing the flight they had paid extra amount of ₹29,400/- to the OP whereas the OP has cancelled the flight of the complainants, without any reason, and provided alternative flight of the odd hour, which was not at all convenient to them, as a result of which, complainants, being senior citizens have been suffering from various chronic diseases and complainant No.1 is already undergoing treatment at Chandigarh, have suffered a lot and, therefore, the extra amount charged by the OP for the preponment of the ticket is required to be refunded besides other reliefs.

- iii. The consumer complaint is resisted by the OP for the simple reason that the flight was cancelled due to operational reasons in the larger interest, safety and security of the public at large and accordingly OP made alternative arrangement for the complainants as a good business gesture. However, perusal of email (Annexure C-6) sent by OP to the complainant about rescheduling/cancellation of flight is silent if the flight has been cancelled due to operational reasons in the larger interest, as a result of which they arranged alternative flight for the complainants, as is the defence set up by the OP in its written version. Hence, it is safe to hold that the aforesaid act certainly amounts to deficiency in service and unfair trade practice on the part of OP and present consumer complaint deserves to succeed.
 - iv. Now coming to the quantum of relief to be allowed to the complainants, no doubt the complainants have sought refund of the amount of preponed tickets, but, since the complainants have travelled in the alternative flight arranged by the OP, we are of the opinion that they are not entitled to the refund of ticket amount, especially when the OP duly conveyed to the complainants about the change in timing through email (Annexure C-6). However, since due to sudden change in the flight timing by the OP, as explained hereinbefore, the complainants, who are senior citizens and suffering from various ailments, had to undergo a lot of harassment as the flight landed in India at an odd hour i.e. 1:55 a.m, we are of the opinion that OP is certainly liable to pay compensation to the complainants for the inconvenience caused to them.
4. In the light of the aforesaid discussion, the present consumer complaint succeeds, the same is hereby partly allowed and OP is directed as under :-
- i. to pay ₹25,000/- to the complainants as compensation for causing mental agony and harassment;
 - ii. to pay ₹10,000/- to the complainants as costs of litigation.
5. This order be complied with by the OP within forty five days from the date of receipt of its certified copy, failing which, the payable amount, mentioned at Sr.No.(i) above, shall carry interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(ii) above.
6. Pending miscellaneous application(s), if any, also stands disposed of accordingly.
7. Certified copies of this order be sent to the parties free of charge. The file be consigned.

07/03/2024

hg

Sd/-

[Pawanjit Singh]

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

[Suresh Kumar Sardana]

Member