

2. OP No.1 contested the consumer complaint, filed its written reply and stated that without admitting any default on its part the liability of this OP No.1 is limited to compensation offered by as per the policy terms and conditions. The complainant was well aware of these terms and conditions at the time of booking, and have accepted the same without any dispute. The OP No.1 is not at all responsible for the alleged inconvenience or loss as claimed to be suffered by them. The OP No.1 further states that the list of articles attached to the complainant is after thought and is unnecessary added to extract money from OP No.1 and therefore, deny the same for want of knowledge and the complainant is put to the strict proof to prove that the baggage was containing the items mentioned by complainant. It is also submitted that the baggage are sorted there on manual intervention by different airlines and then transferred for loading on the aircraft. It is the possibility that during this process and due to the manual intervention of staff of various airlines the baggage might get misplaced. It is further stated that sometime it so happens that some other passenger may wrongly carry the baggage of other passenger whether with or without any intentions and therefore, the baggage might go missing. 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 and stated that the OP No.2 has provided the desired confirmed flight bookings for the desired sectors for which he has hired the services of the OP No.2. After the issuance of the confirmed tickets, the OP No.2 is discharged from its duties and obligations qua the complainant. The OP No.2 has only been impleaded a party to the present complaint to extort undue monetary advantage. It is further submitted that it is the duty of the OP No.1, to compensate the complainant for the loss of baggage during the travel as per the provisions of the Carriage by Air Act, 1972 and Citizen Charter. It is also mentioned on the website of the Director General of Civil Aviation, in case of loss of baggage, the concerned airline is duty bound and liable to compensate the traveler. On these lines, the case is sought to be defended by OP No.2.
4. Rejoinder was filed and averments made in the consumer complaint were reiterated.
5. Parties led evidence by way of affidavits and documents.
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 gathered that the main grievance of the complainant is that he not duly compensated by the OPs for the loss of his baggage. On perusal of the documents C-3 to it is observed that the baggage of the complainant did not reach, once he reached the desired belt at air travel, to receive the luggage.
8. We reproduce here below the relevant terms and conditions regarding compensation in case of baggage loss as contained in para 11 of the para wise reply of OP No.1.

“GoAir is not liable for any loss or damage occurred by delay in the carriage by air of Customers or baggage.

GoAir’s liability for loss of baggage is limited to Rs.200/- per kg up to a maximum of Rs.4000/- whichever is lower. GoAir assumes no liability for fragile or perishable articles...”

Since the complainant has not mentioned the weight of the baggage & we assume that it could not have exceeded 20 kg as per ticket. Hence, the maximum compensation for 20 kg works out to be Rs.4000/- only as per terms and condition of the OP No.1.

9. The OP No.1 has not even adduced any evidence on records, regarding payment of Rs.4000/- to the complainant. By not paying the same, the OP No.1 has indulged in unfair trade practice & is deficient in providing service to the complainant.
10. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OP No.1 is directed as under :-
 - i. to pay an amount of ₹4000/- to the complainant 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 complainant as compensation for causing mental agony and harassment to him;
 - iii. to pay ₹7000/- to the complainant as costs of litigation.

11. Since no deficiency in service or unfair trade practice has been proved against OP No.2, therefore, the consumer complaint qua it stands dismissed with no order as to costs.
12. This order be complied with by the OP No.1 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.
13. Certified copies of this order be sent to the parties free of charge. The file be consigned.

Sd/-

07/08/2023

Ls

[Pawanjit Singh]
President
Sd/-

[Surjeet Kaur]
Member
Sd/-

[Suresh Kumar Sardana]
Member