

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
SOUTH WEST
CONSUMER COMPLAINT NO. DC/84/CC/242/2022**

MAIN WATI DEVI & ANR.
PRESENT ADDRESS - .SOUTH WEST,DELHI.

.....Complainant(s)

Versus

ALLIANCE AIR AVIATION LIMITED
PRESENT ADDRESS - .SOUTH WEST,DELHI.

.....Opposite Party(s)

BEFORE:

HON'BLE MR. SURESH KUMAR GUPTA , PRESIDENT
HON'BLE MS. HARSHALI KAUR , MEMBER

FOR THE COMPLAINANT:
NONE.

DATED: 07/07/2025

ORDER

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VII DISTRICT -
SOUTH-WEST**

GOVT. OF NATIONAL CAPITAL TERRITORY OF DELHI

FIRST

**FLOOR, PANDIT DEEP CHAND SHARMA SHAKAR BHAWAN
SECTOR-20, DWARKA, NEW
DELHI-110077**

Case No.CC/242/2022

**Date of Institution: - 21.07.2022
Order Reserved on: - 25.02.2025
Date of Order: - 07.07.2025**

IN THE MATTER OF:

**1. Smt. Mainawati Devi
B-23, Sector-14,**

Noida, Uttar Pradesh.

**2. Smt. Shakuntala Devi
P-55, Wishtown Jaypee,
Sector-131, Noida,
Uttar Pradesh.**

.....Complainants

Versus

Alliance Air Aviation Limited

Through its Directors,

Alliance Bhawan,

Domestic Terminal-1,

IGI Airport, New Delhi – 110037.

.....Opposite Party

ORDER

SURESH KUMAR GUPTA, PRESIDENT

1. The complainants have filed the complaint under section 35 Consumer Protection Act, 2019 (hereinafter referred to as 'Act') with averments that on 05.06.2022 at 11.30 a.m. they were to board a flight of OP from New Delhi to Gorakhpur from Terminal 3, IGI Airport New Delhi to attend urgent religious ceremony. They reached at 8.00 a.m. at the airport for clearing pre departure steps. They cleared pre-departure steps by 9.30 a.m. and ready to board the flight at 10.45 a.m. The gates were closed and employees of OP were not allowing anyone to enter the departure gate. The boarding gates were opened at 12.00 Noon. The flight did not depart till 12.30 p.m. The air-conditioning was not working. No refreshment/water was offered. At 1.00 p.m. the plane was pushed back but again parked. They were told to de-board without giving any

reason. They did not receive any information for the next four hours. They were without any information or refreshment/service from OP. They again boarded the flight after 5½ of the original departure time. They were mentally stressed as they were unable to attend the ceremony. The flight finally departed at 5.30 p.m. They sent an email dated 06.06.2022 to the OP for mental harassment and deficiency of service which was replied on 17.06.2022 and refused to grant any compensation. There is deficiency in service on the part of OP which has caused mental harassment to them.

2. The OP did not file the reply within stipulated period and defence of OP was closed vide order dated 06.01.2023.
3. The complainants have filed affidavit of complainant no.2 in evidence and corroborated the version of the complaint as set out in the beginning while briefing the facts and placed reliance on the documents Ex.CW-1 to CW-4 (exhibits are not put on the documents).
4. We have heard Ld. Counsel for the parties and perused the entire material on record.
5. It is clear from the material on record that on 05.06.2022 at 11.30 a.m. complainants were to board a flight no. 91809 of OP-1 from New Delhi to Gorakhpur from T3, IGI Airport as clear from Annexure B. The flight departed at 5.30 p.m. i.e. six hours after the scheduled departure time. The complainants had to allegedly attend religious function at Gorakhpur. The OP did not allegedly provide refreshment/water during delay in the flight and even no reason was assigned for alleged delay in the flight. All these facts allegedly caused mental harassment to the complainants. The complainants vide e-mail dated 06.06.2022 Annexure-C have demanded compensation from the OP. The reply dated 17.06.2022 Annexure-D of OP says that delay in the flight was due to engineering snag and necessary maintenance and operational clearance was got and boarding started at 16.34 hrs. and doors were closed at 7.12 hrs. and aircraft pushed back 17.14 hrs. The delay in departure was due to technical issue and for the safety of passengers. The compensation was denied.
6. The question is whether the delay is for the reason beyond the control of OP like bad weather, want of clearance from ATC, poor visibility, dense fog etc.
7. Annexure-B is the air ticket. It says that OP reserves the right without assigning

any reason to cancel, divert, terminate, postpone, reschedule and delay any flight where we reasonably consider this to be justified by circumstances beyond our control or for safety reasons. OP will not be liable in any way for delays/cancellation/ diversions whether due to bad weather/government regulation or for instances beyond the control of OP.

8. The circular/CAR (Civil Aviation Requirements) dated 06.08.2010 issued by DGCA in regard to facilities to be provided to the passengers by the airline due to denied boarding/cancellation/ delays in the flights which came into effect from 15.08.2010.
9. 3.4.1 (delay in flight) says that airline shall provide facilities in accordance with para 3.6.1 (a) if the passenger has checked-in on time and airline expects a delay beyond the original time of the departure/revised time of departure of two hours or more having a block time upto 2½ hrs. (b) 3 hrs. or more in case flights have a block time of more than 2½ hrs. – 5 hrs. (c) 4 hrs. or more in case flights are not falling under sub-paras (1) and (b) of Para 3.4.1.
10. 3.6.1 says that passengers shall be offered free of charge meals and refreshment in relation to waiting time.
11. 3.8.1 says that airlines shall display their policies in regard to compensation, refund and the facilities that will be provided by the airline in the event of denied boarding/cancellations/delays on their respective website as a part of their passenger charter of rights and obligation of the airline to fully inform the passenger(s) shall be included in ticketing documents and website of the airlines and third parties concerned (GDS & Travel Agent) issuing such documents on behalf of airline.
12. DGCA guideline dated 05.12.2017 which came inforce on 14.12.2017 says that there is an obligation on the part of airline to provide facilitation to the passengers in case flight is delayed.
13. As per CAR circular dated 06.08.2010 the facilitation of passengers who are stranded after boarding the aircraft on account of delay is an implied term of carriage of passengers.
14. The question is whether OP is absolved from its liability to provide facilitation to the passengers who are effected by delay.
15. It is admitted fact that departure of the flight has delayed by around 6 hours.

The departure time was 11.30 a.m. but it departed at 5.30 p.m. The terms and condition on the ticket Annexure-B shows that passengers has to report atleast two hours before the scheduled departure time. It means that passenger has to be at the airport by 9.30 a.m. The passenger must start well in time from his house to reach the airport two hours before the departure of the flight.

16. The complainants have reported two hours prior to the departure of the flight. The reason for delay of the flight as apparent from email dated 17.06.2022 Annexure-D of OP is that boarding was completed by 1224 hrs and aircraft was pushed back from the bay at 12.55 hrs but due to engineering snag the aircart was returned to bay 13.01 hrs. The necessary maintenance and operational clearance was received at 16.34 hrs. and thereafter boarding was started.
17. The defence of OP has been struck of for non-filing of the reply within statutory period. There is no defence of OP on record. The aircraft should have been in the good running condition once the boarding is started by the airline. The airline should check the engine before the start of the boarding which was not allegedly done by the OP. The engineering snag should have been checked prior to the boarding or departure time of the flight. The OP should not have gone for the boarding if there was any engineering snag in the aircraft. The OP has not checked the aircraft before the start of boarding for the reasons best known to OP. It is not the case that delay was on account of bad weather, dense fog or non-clearance from ATC or any other regulation issued by any competent authority. The checking of the aircraft is within the ambit of OP and plane should be ready to fly once the boarding is started. The detection of engineering snag after the pushing of aircraft from the bay shows negligence on the part of OP in maintaining the aircraft.
18. There is nothing in the ticket Annexure-B that OP does not provide compensation for travel or other airline, meals, lodging or ground transportation. There is no exclusion clause to this effect on the ticket.
19. There is nothing on record that OP has displayed policies in regard to compensation, refund and the facilities that will be provided by the airline in the event of denied boarding/cancellations/delays on their respective website as a part of their passenger charter of rights and obligation of the airline to fully inform the passenger(s) shall be included in ticketing documents and website of

the airlines and third parties concern in accordance with 3.8.1 of the circular/CAR (Civil Aviation Requirements) dated 06.08.2010.

20. The delay is not on account of the reasons beyond the control of the OP so OP should have facilitated the passengers with refreshment.
21. There is nothing on record that the delay was on account of the reasons beyond the control of OP. The delay is of near about 6 hours. The information for delay was not provided to the passengers including complainants. There is negligence on the part of the OP in maintaining the aircraft as engineering snag was allegedly detected after the aircraft was pushed from its bay at 1255 hrs. though the departure time was 11.30 hrs. The passengers were de-boarded but no provision was made even to give water what to talk of meal to the passengers. The long wait of the passengers for departure is nothing but a mental torture especially when passenger has to reach by 9.30 a.m. There was deficiency of service on the part of OP.
22. Hence, the complaint of the complainant is allowed to the effect that OP shall pay compensation of Rs.50,000/- (Rupees Fifty Thousand) for mental harassment, agony and litigation expenses. The order shall be complied by the OP within 45 days from the date of receipt of order failing which the complainant shall be entitled for interest @ 6% on the amount of compensation and litigation from date of order till realization.
 - Copy of the order be given/sent to the parties as per rule.
 - The file be consigned to Record Room.
 - Announced in the open Court on 07.07.2025.

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SURESH KUMAR GUPTA
PRESIDENT

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HARSHALI KAUR

