

**STATE CONSUMER DISPUTES REDRESSAL COMMISSION,
MAHARASHTRA, MUMBAI**

APPEAL NO.A/2021/15

(Arisen out of Order dated 26/10/2020 passed by the South Mumbai District
Consumer Disputes Redressal Forum, Parel in CC/07/2018)

Emirates Airlines

3, Mittal Chambers, Ground Floor,
228, Nariman Point
Mumbai – 400 021.

**...Appellant/
(Org. Opposite Party)**

Versus

1. Dr. Keshab Nandy

2. Mrs. Meenu Pandey

Both R/at – A-101, Mahavir Dristi,
Sector-12, Plot – 4, Kharghar,
Navi Mumbai – 410 210.

**...Respondents/
(Org. Complainants)**

BEFORE:

**Hon'ble Justice Mr. S.P. Tavade, President
Hon'ble Mr. Vijay C. Premchandani, Member**

APPEARANCE :

For Appellant : Adv. Kawashaw Jagoes i/b Vikram Philip & Associates.

For Respondents : Present in person.

**ORAL ORDER
(Dated 25/09/2025)**

Per: Hon'ble Justice Mr. S. P. Tavade, President

Being aggrieved and dissatisfied with the order passed by South Mumbai Consumer Disputes Redressal Commission in CC/07/2018, dated 26/10/2020, the Original Opposite Party has preferred this appeal. The parties to this appeal shall be called and referred as per their status in original complaint. The brief facts of the appeal can be summarised as under –

2. The Respondents/Complainants had filed complaint against the Appellant/Opposite Party. The Opposite Party is Airline based in Dubai. It is wholly owned by Government of Dubai's Investment Corporation of Dubai. The Opposite Party has office in Mumbai. The Complainants had booked airlines tickets from Mumbai to New York via Dubai from Opposite Party to attend the family gathering. The Complainants received the confirmed tickets from Mumbai to New York dated 26/08/2017. They had also booked a return tickets with the Opposite Party on 15/09/2017. The Complainants travelled to USA and also returned back. It was contended that due to heavy rush there was no possibility of getting convenient seats to Complainants. Hence, they went to websites and done web checking. They came to know that there were limited seats available with price tag and some seats were crossed by the Opposite Party. It was contended that the Complainant No.1 is Diabetic and High Blood Pressure Patient. Hence, he was required assistance from his wife for administering medicines and diet. Therefore, the Complainants were required seats adjacent to each other. It was contended that availability of free seats were limited and those could be allotted within 48 hours before the departure of the flight but the Complainants were not sure that they would get convenient seats in free seats. Therefore, they were asked to web checking and reserve their seats. Accordingly, the Complainants done web checking and reserve their seats by paying extra amount of Rs.7,200/-. It was contended that when the Complainants reached to the airport they came to know that free seats were available and some passengers obtained for it. It was contended that the Complainants were misguided by the Opposite Party and they were put to loss. Hence, they claim deficiency in service so the complaint came to be filed.

3. The complaint was admitted and notice was issued to the Opposite Party. The Opposite Party appeared through their Advocate and filed its written statement. It was admitted that the Complainants had booked their tickets from Mumbai to New York and vis-versa. It was also admitted that the Complainants travelled as per their plan. It was contended that the Complainants had visited the websites of the Opposite Party and done web checking for their flight from Mumbai week prior to

departure date and they reserved their seats as per their choice by paying an amount of Rs.7,200/- through their credit card. It was contended the Complainants enjoyed the flight and thereafter demanded refund of the amount paid towards reservation of seats. It was contended the Opposite Party never forced to the Complainants to pre-book the tickets. Similarly, never threatened that, if they failed to pre-book tickets they would not get choice seats. It was contended that, if the Complainants would have waited for checking 48 hours prior to departure of the flight they could have chosen the available seats which were free of charge. It was contended that as per the terms and conditions the amount paid for pre-booking seats were non-refundable. It was contended that the Complainants were well aware of terms and condition therefore, they are not entitled to refund of the amount. It was contended that the Complainants filed false complaint. It was contended that prebooking of seats and praying for the same was optional and all airlines give the said facility to their passengers. It was contended that the facility of prebooking of seats is not compulsory and it is optional for all passengers. It was contended that the Complainants chose to prebook their seats by paying the fees which was non-refundable. Hence, the complaint has no merit and it is prayed that the complaint be dismissed with costs.

4. Both parties lead their evidence and going through the complaint, written statement and evidence on record the District Commission has allowed the complaint and directed the Opposite Party to refund amount of Rs. 7,200/- with interest @ 6% p.a. from the date of repudiation of claim i.e. 05/10/2017 till the date of order. The Opposite Party was also directed to pay sum of Rs.5,000/- to the Complainants towards compensation for mental agony. The Opposite Party was also directed to pay Rs.3,000/-towards the costs of litigation. The Opposite Party also directed to comply the order within 45 days. The said order is under challenge.

5. Heard the Advocate for the Complainants and the Opposite Party. The Complainants came with the story that they had booked two tickets from Mumbai to New York via Dubai. They were asked to pre-book their seats as the

Complainant No.1 was diabetic and he was need of help of his wife during the travel period. So, he was anxious to book two tickets adjacent to each other. According to the Complainant, he was asked to pre-book ticket so to avoid inconvenience. The Complainant was also informed that the free ticket would be available 48 hours prior to departure but he was informed that he may not get two ticket seats adjacent to each other which was necessary for the Complainants. Hence, the Complainants prebooked tickets and they came to know at the time of boarding that free tickets were available therefore they felt that they were misguided by the Opposite Party and force them to pre-book their tickets.

6. It is admitted by the Opposite Party that the Complainant has pre-booked their tickets and it was not compulsory but the Complainants had informed that he wanted two seats adjacent to each other as he was ailing person. Though the Complainants had booked the tickets much prior to the departure. It is case of the Opposite Party that the Complainants were not compelled to prebook seats. It appears that there is no material on record to establish that the Complainants were forced to prebook seats but the fact establish on record that the Complainants wanted two seats adjacent to each other to avoid the inconvenience. So, it can be said that impliedly the Complainants were forced to pre booked seats by paying the charges, though, free tickets were available. The Opposite Party could have allotted the seats at the time of booking of the tickets but as per the direction of the Opposite Party, the Complainants prebooked the tickets to avoid the inconvenience but at the same time the free tickets were available at the time of booking of the tickets but those were not allotted. Therefore, the Complainants were required to spent Rs.7,200/- to reserve their seats. It appears from the evidence of the Complainant that they came to know that the free tickets were available 48 hours prior to boarding but the Opposite Party did not give proper information to the Complainants. Therefore, they prebooked their seats.

7. From the submissions of the Opposite Party that there is practice of all airlines to sale some tickets by accepting premium but at the same time it was duty of the

airline to notify which seats they wish to sale for premium. Similarly, there were duty bound to disclose which free seats are available. In present case the Opposite Party did not inform the Complainants about the free seats available on the flight. Therefore, the Complainants ought it feet to prebook their seats and spent Rs.7,200/-. In fact, the Complainants should have been informed about the availability of free seats immediately after booking of the tickets. He would have obtained for free seats which were allowed 48 hours prior to departure. Therefore, it can be said that the Complainants were kept in dark. They were not provided proper and correct information regarding availability of free seats thus, he pre booked the seats by spending money for the same.

8. The Learned Advocate for the Respondents/Complainants submits that the Ministry of Consumer Affairs, Food and Public Distribution Department of Consumer Affairs have issued guidelines for Prevention and Regulation of Dark Patterns. The said guidelines were issued in the year 2023, wherein the ‘Dark Patterns’ is defined. But the said guidelines cannot be applied retrospectively. But the facts remains on record the Opposite Party concealed the information regarding free seats from the Complainants. Therefore, they kept the Complainants unaware of the required information. So, in the way the Opposite Party followed the dark pattern which was explained in the notification. ***The Dark Patterns means “any practices or deceptive design patterns using UI/UX (user interface/user experience) interactions on any platform, designed to mislead or trick users to do something they originally did not intend or want to do; by subverting or impairing the consumer autonomy, decision making or choice, amounting to misleading advertisement or unfair trade practice or violation of consumer rights:***

9. If we perused the definition of dark patten, it can be said that in the present case by not providing proper information regarding availability of free seats to Complainant, the Opposite Party has violated the consumer rights and also played unfair trade practice and caused trauma and mental agony to the Complainants.

10. The Complainants came to know about the availability of free seats at the time of boarding from other passengers and the said fact is not denied because it is case of the Opposite Party that some free seats were available 48 hours prior to departure but it was not informed to the Complainants that they may get convenient seats, if they make web checking 48 hours prior to departure. So, Complainants were impliedly forced to prebook their seats on payment. Such practice would come under unfair trade practice and similarly violates the consumer rights of information. Therefore, the Opposite Party has committed deficiency in service. Similarly, they also committed unfair trade practice with the Complainants.

11. The District Commission has correctly held that the Complainants were forced to prebook their seats though the free seats are available and caused mental trauma and agony. Similarly, such practice can be called as unfair trade practice as well as violation of consumer rights. Therefore, we do not found any fault in the reasoning and order passed by the District Commission. Hence, we confirmed the said order and found that the appeal has no merit. Hence, we pass the following order -

ORDER

1. The Appeal bearing No.A/2021/15 is hereby dismissed.
2. The order passed by South Mumbai Consumer Disputes Redressal Commission in CC/07/2018 is hereby confirmed.
3. No order as to cost.
4. Copy of this order be furnished to both the parties free of costs.

[Justice S.P. Tavade]
President

[Vijay C. Premchandani]
Member