

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this the 27th day of October, 2025

PRESENT

Shri. D.B. Binu
Shri. V. Ramachandran
Smt. SreevidhiaT.N

Filed on: 02/11/2021

Hon'ble President
Hon'ble Member
Hon'ble Member

CC.No. 409 of 2021

COMPLAINANT:

Mr. T.P. Salim Kumar, Aged 53 yrs, Adult, Indian Inhabitant, 144/Prans,
'Saarang', Nettoor.P.O, Ernakulam, Kerala-682040.
(*Adv. T. Sanjay, Sanilkumar.G, K.Raveendran, Midhun.R, Advocates, Ernakulam*)

VS

OPPOSITE PARTY:

Indigo Airlines, Through Its Directors, Having its Airline office at C/o
Chathrapathi Shivaji International Airport, 2C, Sahar - Andheri East, Mumbai-
400099.
(*Adv. Shakthi Prakash, Harikrishnan.M.S, Das and Associates, Ambady Lane,
Kochi-682011*)

FINAL ORDER

D.B. Binu, President

1. A brief statement of facts of this complaint is as stated below:

The complaint is filed under Section 35 of the Consumer Protection Act, 2019. The Complainant, an officer of the Indian Revenue Service (IRS), was, at the time of filing, serving as General Manager, Kerala State Civil Supplies Corporation Ltd. (SUPPLYCO). Earlier, he had served in various offices of the Central Board of Indirect Taxes and Customs (CBIC) in Mumbai and, being a frequent traveller between Mumbai and Kochi, regularly availed the services of the Opposite Party.

On 14.12.2019, the Complainant booked IndiGo Flight 6E-755 (PNR FCRZHL), paid ₹12,447, and was allotted Seat 15F. After boarding, he alone was directed to deboard, the airline citing an “operational/technical issue,” upon assurances of: (i) a full refund; (ii) confirmed accommodation on the 21:20 hrs flight the same day; and (iii) rest and food facilities. The 21:20 hrs accommodation was not honoured; he was rebooked only on Flight 6E-6185 at 00:25 hrs on 15.12.2019. Although lounge access was extended, he was required at the time of boarding to pay ₹2,150/- for items allegedly outside the lounge entitlement. The airline later offered a ₹10,000 travel voucher and, subsequently, ₹10,000 as ex gratia; both were refused as inadequate. He seeks a refund of the fare and the said charges, compensation for humiliation and mental agony, and costs.

2. NOTICE:

Notice was issued to the Opposite Party on 06.12.2021 and duly served. Pursuant thereto, the Opposite Party entered an appearance and filed its Written Version.

3. THE VERSION OF THE OPPOSITE PARTY:

The complaint concerns travel booked under PNR (Passenger Name Record FCRZHL) on Flight 6E-755 (Mumbai-Kochi) scheduled at 18:55 hrs on 14.12.2019. Due to an unforeseen operational/seat-availability constraint after boarding, the Complainant was offloaded in accordance with the Conditions of Carriage. IndiGo offered—and the Complainant accepted—confirmed re-accommodation on Flight 6E-6185 at 00:25 hrs on 15.12.2019, pursuant to which he travelled to Kochi. As goodwill gestures, IndiGo arranged lounge access (expressly excluding alcoholic beverages) and offered a ₹4,000/- voucher at 18:02 hrs, followed by ₹10,000/- travel vouchers (07.01.2020) and subsequently ₹10,000/- monetary ex gratia (12.01.2020), all of which the

Complainant chose not to utilise/accept. IndiGo denies any deficiency in service, contending that it acted promptly, transparently, and strictly within contractual and regulatory norms, and that the Complainant suffered no compensable loss; the ₹2,150/- paid for alcoholic beverages was outside the lounge entitlement and is not reimbursable. The Opposite Party further pleads misjoinder on the ground that the wrong legal entity has been arrayed and objects to territorial jurisdiction in view of the forum-selection clause in IndiGo's Conditions of Carriage conferring jurisdiction on courts at New Delhi. The Opposite Party prays for dismissal of the complaint with costs.

4. EVIDENCE:

The Complainant filed a proof affidavit and produced ten documents, marked **Ext.A1-A10**, as under:

- **Ext.A1 - True copy of the flight ticket.**
- **Ext.A2 - True copy of email dated 27.12.2019.**
- **Ext.A3 - True copy of reply email dated 07.01.2020.**
- **Ext.A4 - True copy of email.**
- **Ext.A5 - True copy of email dated 12.01.2020.**
- **Ext.A6 - True copy of reply email dated 27.01.2020.**
- **Ext.A7 - True copy of email dated 28.01.2020.**
- **Ext.A8 - True copy of email dated 28.01.2020.**
- **Ext.A9 - True copy of reminder email dated 23.02.2020.**
- **Ext.A10 - True copy of email dated 23.02.2020.**

The Opposite Party filed a proof affidavit and produced eleven documents, marked **Ext.B1-B11**, as under:

- **Ext.B1 - True copy of Letter of Authorization dated 30.08.2018.**

- Ext.B2 - True copy of Certificate of Incorporation of InterGlobe Aviation Limited.
- Ext.B3 - True copy of IndiGo Conditions of Carriage - Domestic.
- Ext.B4 - True copy of screenshot of the official record of InterGlobe Aviation Limited, evidencing the booking under PNR No. FCRZHL.
- Ext.B5 - True copy of screenshot of the official record evidencing offer of a travel voucher worth ₹4,000.
- Ext.B6 - True copy of screenshot of the official record evidencing re-booking of the Complainant on IndiGo Flight No. 6E-6185.
- Ext.B7 - True copy of screenshot of the official record evidencing airport lounge access provided at Mumbai Airport on 15.12.2019.
- Ext.B8 - True copy of screenshot of the official record evidencing the lounge management informing IndiGo staff about the Complainant leaving the lounge without paying ₹2,150.
- Ext.B9 - True copy of screenshot of the official record evidencing the Complainant's boarding status on 15.12.2019.
- Ext.B10 - True copy of email correspondence between the Complainant and IndiGo Customer Relations, dated 27.01.2020 to 23.02.2020.
- Ext.B11 - True copy of email correspondence between the Complainant and IndiGo Customer Relations, dated 27.01.2020 to 23.02.2020.

5. Points for Consideration:

- i) Whether the complaint is maintainable or not?
- ii) Whether there is any deficiency in service or unfair trade practice by the opposite party?

- iii) If so, whether the complainant is entitled to any relief?
- iv) Costs of the proceedings, if any?

6. Summary of Written Arguments of the Complainant:

The Complainant booked PNR FCRZHL on IndiGo Flight 6E-755 (Mumbai→Kochi, 18:55 hrs, 14.12.2019), checked in on time, boarded, and occupied Seat 15F. Around 19:15–19:30 hrs, he was asked to deboard on the Opposite Party's assertion of a technical/seat issue. Despite explaining urgent commitments in Kochi, he was compelled to deboard on assurances of a full refund of the fare, a confirmed seat on the 21:20 hrs flight the same evening, and rest accommodation with food.

After being sent to the arrivals side, the promised 21:20 hrs seat was not provided; he was told he would be accommodated only on Flight 6E-6185 at 00:25 hrs on 15.12.2019. Although he specifically sought accommodation considering the late-night wait and the indignity of deboarding, the Opposite Party declined and instead escorted him to an airport lounge, assuring that expenses would be borne. Relying on this, he ate and had a beer. At boarding time, lounge staff—supported by airline staff—demanded ₹2,150, and he paid under protest after public embarrassment, including being pulled off the shuttle bus. He then boarded 6E-6185 and travelled to Kochi.

The Complainant promptly lodged a detailed grievance. The Opposite Party acknowledged the inconvenience and first offered a ₹10,000 travel voucher, then ₹10,000 as monetary compensation; he rejected both as inadequate and pursued higher authorities, but no enhancement was offered.

The Complainant submits: any naming discrepancy of the airline entity is curable and cannot defeat substantive consumer rights; selective offloading, failure to honour the 21:20 hrs assurance, refusal of promised accommodation/food, and compelling payment after an affirmative assurance

together amount to deficiency in service and unfair trade practice under the Consumer Protection Act, 2019; contractual Conditions of Carriage cannot override statutory consumer remedies where deficiency is established; and a forum-selection clause cannot oust the jurisdiction of the Commission where the cause of action arose. He therefore seeks a refund of ₹12,447 with interest at 18% p.a. from 14.12.2019, a refund of ₹626 for pre-booked family movie tickets missed, a refund of ₹2,150 (lounge charge) with 18% p.a. interest from 14.12.2019, compensation of ₹10,00,000 for humiliation, mental agony, and harassment, and costs.

Two judgments cited and relied upon by the Complainant are set out below:

A. Station Manager v. Dr K. Vanlalzami, 2016 SCC OnLine NCDRC 1561.

Held: An airline that fails to honour its assurance to a passenger—such as confirmed carriage or promised assistance—and thereby causes inconvenience, humiliation or harassment, commits a deficiency in service and unfair trade practice. The Commission affirmed liability for compensation where a passenger with a valid booking was denied the promised service and subjected to indignity at the airport. (2016 SCC OnLine NCDRC 1561).

B. Arulmighu Dhandayudhapani Swami Thirukoil, Palani, Tamil Nadu v. Dept. of Post Offices, (2011) 13 SCC 220, ¶18.

Held: The **Hon'ble Supreme Court** clarified the ambit of “deficiency in service” under the Consumer Protection Act as any fault, imperfection, shortcoming or inadequacy in the quality, nature or manner of performance required by law or by contract. Failure to discharge such obligations—by public or private service providers—attracts consumer liability. ((2011) 13 SCC 220 at ¶18; cf. CPA 1986, s.2(1)(g); now CPA 2019, s.2(11)).

7. Summary of the Written Argument of the opposite party:

The Opposite Party objects to maintainability, pleading misjoinder/non-joinder on the ground that the complaint has been filed against "Indigo Airlines, through its Directors," rather than the proper corporate entity, and affirms that its signatory is duly authorised. It next raises a territorial objection: under IndiGo's Conditions of Carriage (CoC), disputes are subject to courts at New Delhi, and therefore, this Commission lacks territorial jurisdiction. On merits, the Opposite Party submits that no "deficiency" under Sections 2(6) and 2(11) of the Consumer Protection Act, 2019, is disclosed. The CoC constitutes the binding contract of carriage, the ticket incorporates those terms, and liability is limited accordingly.

As to facts, the Complainant booked Flight 6E-755 (Mumbai-Kochi, 14.12.2019). After check-in/boarding, an operational seat issue arose. IndiGo offered re-accommodation on Flight 6E-6185 at 00:25 hours on 15.12.2019 and a ₹4,000/- voucher, which was not utilised. The Complainant accepted re-accommodation, travelled to the same destination without extra charge, and therefore, according to the Opposite Party, no lis survives regarding the original sector. Lounge access at Mumbai was extended purely as a goodwill gesture with alcoholic beverages expressly excluded; the ₹2,150 collected by the lounge pertained to excluded items and is not reimbursable.

The Opposite Party points to the ensuing email chain wherein it acknowledged inconvenience and, beyond contractual obligations, offered ₹10,000/- as a travel voucher and later ₹10,000/- as a monetary ex gratia—both declined by the Complainant. It stresses that the CoC's denied-boarding/operational contingency framework limits compensation where re-accommodation occurs within 24 hours, as here. IndiGo asserts it acted promptly and within law and contract, the Complainant has proved no

shortcoming in performance, and the claim is exaggerated and contract-barred. Prayer: dismissal of the complaint for misjoinder and lack of territorial jurisdiction and, in any event, for absence of deficiency, with costs.

Opposite Party relies on: (1) *Consumer Unity & Trust Society v. CMD, Bank of Baroda*, (1995) 2 SCC 150—The court clarified that to establish a "deficiency in service," the complainant must prove that the service provider was negligent and that this negligence caused the loss or injury. In this case, the negligence was on the part of the striking employees, not the bank.

(2) *Ravneet Singh Bagga v. KLM Royal Dutch Airlines*, (2000) 1 SCC 66 (p6)—Burden of proof lies with the complainant; here, he allegedly failed to prove any wilful fault or service shortcoming by the respondent, so no deficiency in service is considered established.

(3) *InterGlobe Aviation Ltd. v. N. Satchidanand*, (2011) 7 SCC 463—Conditions of Carriage form the contract and bind passengers.

(4) *Gargi Parsai v. KLM Royal Dutch Airlines*, 2003 (2) CPJ 40 (NCDRC)—ticket/contract stipulations limiting carrier liability upheld; complaint dismissed.

Heard the learned counsel for both sides. The Commission has perused the Complainant's proof affidavit and **Ext.A1-A10**, as well as the Opposite Party's Written Version, proof affidavit, and **Ext.B1-B11**, together with the written argument notes.

8. Point (i): Maintainability

(a) Misjoinder/Misdescription plea is not maintainable.

Exhibit B1 (Letter of Authorisation) bears the IndiGo letterhead and corporate seal, shows "InterGlobe Aviation Limited (IndiGo)", evidencing that

"IndiGo" is the trading/brand name of InterGlobe Aviation Ltd., the airline that dealt with the Complainant. The Opposite Party's own records (Ext.B4-B9) prove privity and its conduct in the transaction. This plea is bereft of any logic and is merely a technical gambit, which is a misdescription of a well-known brand, for its corporate name cannot defeat a consumer's substantive rights. Consumer fora, guided by principles of justice, may correct misdescription, and the entity on record has itself contested on the merits. We, therefore, hold the Opposite Party bound as the same and reject the objection with strong disapproval of such hyper-technical defences in a consumer cause.

(b) **Territorial jurisdiction**—Delhi clause cannot oust this Commission.

Under Section 34(2) of the Consumer Protection Act, 2019, a complaint lies where the Opposite Party carries on business or where the cause of action arises in whole or in part. Air carriage services are rendered and business is carried on within Kerala (destination Kochi; continuing cause of action). An exclusive-jurisdiction clause cannot confer jurisdiction on a forum inherently lacking it nor oust fora otherwise vested with jurisdiction. The Hon'ble Supreme Court has made it clear that parties cannot, by contract, confer jurisdiction where none exists and that such clauses are valid only among competent courts; they do not supplant statutory fora under consumer law. In the (*A.B.C. Laminart (P) Ltd. v. A.P. Agencies*, (1989) 2 SCC 163)

Further, one-sided standard-form clauses that stifle statutory remedies are unfair; consumer fora routinely decline to enforce them when they operate oppressively.

Maintainability is answered in the affirmative. The complaint is properly instituted and triable here.

Point (ii): Deficiency in Service / Unfair Trade Practice:

(A) The Opposite Party admits the Complainant was off-loaded after boarding due to an “operational seat issue” and re-accommodated later (**Ext.B6**). Its own records also show lounge access was extended (**Ext.B7**) and that a demand for ₹2,150/- was raised (**Ext.B8**). On the Complainant’s uncontroverted narrative (**Ext.A2**), assurances were given for the 21:20 hrs flight and for rest/food at the airline’s expense. Those assurances were not honoured. The Opposite Party did not cross-examine the Complainant, and no application was made to challenge or test his version. An adverse inference is thus attracted on settled principles.

(B) The crux of the lis is the lounge incident. The Opposite Party relies on **Ext.B7** to say lounge access excludes alcoholic beverages. But **Ext.B7** shows no such express exclusion. The airline failed miserably to produce any contemporaneous document of exclusion communicated to this passenger. Having offered lounge access as a remedial facility, any ambiguity is construed contra proferentem against the service provider. The consumer cannot be humiliated at the gate and compelled to pay under threat of being denied boarding. Such conduct squarely constitutes “deficiency” [s.2(11)] and an unfair trade practice [s.2(47)], being a deceptive practice after an assurance of facility.

(C) The DGCA Civil Aviation Requirements (Section 3, Series M, Part IV) stipulate facilities/compensation for denied boarding/operational issues. These are minimum entitlements; they do not curtail a consumer’s right to full redress for harassment and mental agony under the CPA when the airline’s conduct falls short of fair and reasonable service.

Furthermore, the Consumer Protection Act, 2019 — Section 100 states:

**“Act not in derogation of any other law.
The provisions of this Act shall be in addition to and**

not in derogation of the provisions of any other law for the time being in force.”

This makes it clear that remedies under the Consumer Protection Act, 2019 are supplementary and not exclusive. Accordingly, a passenger may seek redress before any competent statutory forum or court under the applicable law. In the present case, being dissatisfied with the earlier redressal, the complainant has rightly invoked the jurisdiction of this District Commission. This position stands fortified by the decision of the Hon'ble High Court of Delhi in **Pallav Mongia v. Union of India &Anr.**, W.P.(C) No. 12006/2015, 2018 SCC Online Del 7006 (decided on 02.02.2018).

The Opposite Party relies on **Ravneet Singh Bagga v. KLM** to argue the absence of a deficiency. That decision turned on its facts and emphasised that bona fide actions consistent with the contract and law do not amount to a deficiency. Here, however, the record shows broken promises, humiliation, and coerced payment, none of which can be called bona fide or fair.

We also note the **Hon'ble Supreme Court's** censure of one-sided standard terms that prejudice consumers; such unfair clauses will not be enforced to defeat substantive consumer rights. (**Pioneer Urban Land & Infrastructure Ltd. v. Govindan Raghavan**, (2019) (Indu Malhotra, J.).

We therefore hold the Opposite Party liable for deficiency in service and unfair trade practice.

Points (iii) & (iv): Relief and Costs.

The Complainant completed the journey on 15.12.2019; accordingly, the refund of the base ticket fare is declined. However: (a) refund of the coerced lounge payment is directed, with interest from 15.12.2019 till realisation, as restitution for a charge levied in breach of the airline's assurance and without proof of an express exclusion in the voucher; (b) reimbursement of the cinema

ticket is directed, with interest from 15.12.2019 till realisation, as supported by the correspondence on record; (c) compensation is awarded for mental agony, financial loss, and inconvenience, having regard to the unilateral off-loading after boarding, the broken 21:20 hrs assurance, and the public humiliation/coercion at the boarding gate—the airline's subsequent goodwill offers (voucher/cash) only underscoring acknowledgement of fault and being inadequate to redress the injury; and (d) costs are awarded in view of the Opposite Party's specious and obstructive pleas, despite its own records evidencing identity and business presence.

This case is a reminder that air travel is not merely the movement of a passenger from one city to another; it is a relationship of trust in which timely, truthful communication and humane handling matter as much as the ticket itself. A lone traveller was asked to step off an aircraft after boarding, promised an earlier connection and care, and then left to endure a late-night wait capped by a public demand for payment—an experience that any reasonable person would find distressing and humiliating. Such moments reveal the power imbalance between a large carrier and an individual consumer, and how a simple promise kept—or a clear, compassionate explanation—could have prevented needless anxiety. The law compensates for loss and inconvenience, but the deeper lesson is for systems and staff to place dignity at the centre of disruption management, so that passengers are treated not as PNRs, but as people.

Issue Nos. (I)–(IV) are answered in the affirmative, in favour of the Complainant. The record establishes a significant deficiency in service and unfair trade practice on the part of the Opposite Party, resulting in substantial inconvenience, mental distress, hardship, and pecuniary loss to the Complainant. In view of the foregoing facts and circumstances, the Opposite Party is held liable to compensate the Complainant.

Hence, the **prayer is partly allowed** as follows:

- I. The Opposite Party shall refund ₹2,150/- (Rupees Two Thousand One Hundred and Fifty Only) to the Complainant, with interest at 9% per annum from 15.12.2019 till realisation.
- II. The Opposite Party shall refund ₹626/- (Rupees Six Hundred and Twenty-Six Only) to the Complainant towards reimbursement of the cinema tickets, with interest at 9% per annum from 15.12.2019 till realisation.
- III. The Opposite Party shall pay ₹1,00,000/- (Rupees One Lakh Only) to the Complainant as compensation for mental agony, financial loss, and inconvenience arising from deficiency in service and unfair trade practice.
- IV. The Opposite Party shall pay ₹20,000/- (Rupees Twenty Thousand Only) to the Complainant towards the cost of proceedings.

The Opposite Party is liable for the fulfilment of the above directions. Compliance shall be effected within forty-five (45) days from the date of receipt of this order. In default of compliance with Direction (III) within the said period, the amount under Direction (III) shall carry interest at 9% per annum from the date of filing of the complaint (02.11.2021) until full realisation.

Pronounced in the Open Commission on this the 27th day of October, 2025.

Sd/-
D.B. Binu
President

Sd/-
V. Ramachandran
Member

Sd/-
Sreevidhia T.N
Member

Forwarded/By Order


Assistant Registrar