

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VI
(NEW DELHI), 'M' BLOCK, 1STFLOOR, VIKAS BHAWAN,
I.P.ESTATE, NEW DELHI-110002**

Case No.CC-113/2023

IN THE MATTER OF:

**Rishabh Sharda
114/15-B, Jaganath Puri,
Meerut-250002**

...Complainant No.1

**Akshit Bansal
26, Hargobind Enclave,
New Delhi-110092**

...Complainant No.2

VERSUS

**Air India Limited
Airlines House,
113 Gurudwara Rakabganj Road,k
New Delhi-110001**

...Opposite Party No.1

**Directorate General Of Civil Aviation
Opposite Safdarjung Airport,
New Delhi-110003**

....Opposite Party No.2

**Embassy of Spain
12, Prithviraj Road,
New Delhi-110011**

....Opposite Party No.3

Quorum:

Ms. Poonam Chaudhry, President

Mr. Bariq Ahmad, Member

Mr. Shekhar Chandra, Member

Date of Institution:28.03.2023

Date of Order: 04.11.2025

ORDER

SHEKHAR CHANDRA, MEMBER:

1. The present complaint has been filed under Section 35 of the Consumer Protection Act, 2019 (in short CP Act) against opposite party (in short OP) alleging deficiency of services.
2. The brief facts as set out in the complaint case are that the OP-1 did not allow the complainants to board the flight AI-143 despite having a confirmed airline booking ticket, a valid Type-C Schengen Tourist Visa, Clearance from the Immigration Department of India, and even a Boarding Pass issued by the OP No.1. Thus, it is pleaded that the action of the OP No.1 amounts to deficiency in service and unfair trade practice as defined under Section 2(11) and 2(47) of the Consumer Protection Act, 2019 (hereinafter referred to as 'Act'). A copy of email showing

confirmed flight ticket bookings of both the complainants of Flight No. AI-143 from New Delhi to Paris on 27.07.2022 is placed on record of this complaint.

3. In order to travel to Europe and attend the Music Festival and to obtain a valid Tourist Visa, the complainants were legally required to complete certain documentation, such as confirmed return flight ticket prior to the expiry of the Visa, travel details and other bookings relating thereto, which were duly completed by the complainants and thereafter applied for the Visa.
4. The complainants were duly granted a Tourist Type-C Schengen Visa, which is evident from the copy of their Passports.
5. On the day of the scheduled flight, viz. on 27th July, 2022, the complainants reached the airport well in time, obtained their boarding passes, checked-in their luggage and even were granted clearance from the Immigration, which was done only after verifying the details, such as a valid Visa, Passport and the travel plans.
6. However, right before boarding the flight, after all the formalities had been over, and when the boarding gates were opened, the complainants were stopped from boarding the flight. The complainants showed them all the requisite documents, including the Passport, with a valid Visa,

Type-C, Shengen Visa, booking documents etc., purpose of travel-attend the Music Festival, travel in Europe and even the return flight. However, inspite of their pleadings and papers, they were not permitted to board the flight.

7. It is alleged by the complainants that the demeanor of the representative of OP No.1 was wholly uncouth, derogatory, and made them feel gravely disrespected, for which a video-recordings was made by the complainants. The complainants thereafter insisted that they would only leave, if and when they were given something in writing stipulating as to why they were not allowed to board the flight. Thereafter, after great efforts of over 5-7 hours, the representatives of the OP No.1 succumbed and provided what seems to be a PNR of the ticket, with the comments "OFLD BY ALO MR MUELLER SUSPECTED PROFILE" "MR MUELLER ALO ADVS PAX TO GO TO SPAIN EMBY FOR INTERVIEW". The complainants submit that there was no ALO, if any, who attended the complainants throughout the time (over 8 hours) they were at the Airport when they were pleading for them to fly and seeking a valid justification from the representatives of OP No.1.
8. It is strongly urged by the complainants that the action of the OP No.1 and that of the ALO, if any, was wholly illegal and unjust and as they had

no basis to mark the complainants as 'Suspected Profile', more so when, the complainants had got all clearances, as required under law and as per the rules and regulations. Therefore, not allowing them to board the flight by reasons which are meritless are unjust is clear 'deficiency of service'.

9. The complainants were given back their luggage only at around 9 pm, which caused the complainants to spend the entire day, evening, and most of the night at the Airport, that too in such a traumatic, harassed, and frustrated state of mind.
10. Having no other option and being physically exhausted, the complainants were constrained to embark towards the Embassy of Spain, which they duly did. The representative of the Embassy of Spain was firstly shocked to hear about the entire situation and informed the complainants that no restriction had been imposed by the Embassy and thereafter was pleased to grant a clearance, without any hassle, rather by showing great hospitality. In the clearance certificate, the Embassy has mentioned that "a valid visa had been granted to the Mr. Rishabh Sharda and Mr. Akshit Bansal from the 27.07.2022 till 09.09.2022" which unequivocally proves that there was no bar which could've been

imposed on the complainants to travel on 27.07.2022, as wrongly put/acted upon the OP No.1.

11. The complainants submit that the OP even in their papers meant for passengers mentioned that *“for international travel, passengers require to be in possession of valid passport, valid visa and/or entry permits and health certificates as required.”*
12. Thus, it is pleaded that the action of the OP No.1 in not allowing the complainants to board the flight on 27.07.2022 was wholly unjust and clearly amounts to deficiency in service. The complainants, were made to not be able to attend the festival, for which the entire plan had been made and even the hefty amount of AED 3513 (equivalent to over 70,000 INR) went to waste. In order attend this musical festival also had a confirmed train booking for 27th July 2022 from Paris at 21:08 Hrs. and to arrive in Brussels at 22:43 Hrs. which also went to waste due to the action of the OP No.1. The complainants also had a confirmed hotel booking in Hilton Garden Inn Brussels City Centre for one night from 27th July to 28th July 2022 with the confirmation number NH71038218237520. Due to the callous and irresponsible conduct of the OP-1, the complaints had to bear the financial loss of this Amount.

13. The complainants state that due to the action of the OP No.1 and the ALO, if any, the complainants, were made to suffer grave irreparable damage in the form of not being able to attend the Music Festival-Tomorrowland, grave disrespect, humiliation at the Airport by the staff of OP No.1 and even quantifiable financial loss on account of wastage of extremely expensive tickets of the flight, Tomorrowland- Music Festival, Train from Paris to Brussels, Existing Stay Tickets at Brussels, amongst other things. Further, it is stated that OP No.1 acted in grave mala-fide by even charging both the complainants for the rescheduled flights taken on 29th July, 2022 which shows that the only intent and purpose was to gain as much financial gains as possible without following the moral code, ethical code of conduct.
14. The fact of the complainants being allowed to fly on the 29th July 2022 that too by using the flight services of OP No.1 proves that there was no reason and or any valid basis to not allow the complainants to travel. The same amounts to deficiency of service, for which the complainants ought to be made good. It is further submitted that the second flight/alternate flight (29.07.2022), which the complainants, were compelled to take, was also charged and during the flight, out of all the passengers, the TV of only the complainants was not working. Upon

requesting the staff for change the seats and/or provide any other compensation, the complainants again were made to hear another refusal, which also independently amounts to deficiency in service. It is alleged by the complainants that the OP-1 intentionally not discharged their admitted liability with a malafide intent to harass the complainants. The circumstances of this complaint demonstrate that the OP-1 never intended to fulfill its obligations towards the complainants.

15. It is stated by the complainants that the OP through their aforesaid respective acts and omissions have clearly conspired deficiency in their services and indulged in unfair trade practice(s) and the aforesaid acts amounts to unfair trade practice.
16. Being aggrieved by the aforesaid deficiency in services and unfair trade practices, the complainants served the legal notice sent via email and post on 24.11.2022 (date of email) upon the opposite parties through their Counsel to pay the accept the conditions for compromise, within 15 days from the receipt of the said Legal Notice. However, despite the said Legal Notice being duly served upon the opposite parties, the opposite parties, let alone discharging their admitted liability, blamed the liability on the ALO, who did not even attend the Complainants for even a minute, or was even present there.

17. Since the complainants could not get their grievances resolved, they have approached this Commission through the present complaint case with the following reliefs:-

- (i) Direct the OP-1 to pay/reimburse the tickets amount for the first booking (27.07.2022) and also the second booking (29.07.2022) aggregating to over Rs.85,000/- each;
- (ii) Direct the OP to pay a sum of Rs.2,00,000/- (to each of complainants) on account of the extra expenditures and wastage of bookings already made and loss thereon incurred by the complainants;
- (iii) Direct the OP to pay a sum of Rs.15,00,000/- (to each of the complainants) as compensation on account of harassment, mental agony suffered by them;
- (iv) Direct the OP to pay a sum of Rs.1,00,000/- on account of the legal charges incurred for sending the legal notice as well as for filing this present appeal; and
- (v) Any other relief which deems fit in proper in the facts and circumstances may also be passed in favour of complainant and against the OP-1.

18. On receipt of notice of the complaint case from this Commission, the OP-1 has filed its written statement opposing the contentions raised by the complainants and denying the reliefs prayed for inter alia on the grounds that contentions raised by the complainants are wrong, frivolous, baseless and concocted. The complainants have grossly failed to make out any case or cause of action for the present complaint, and the complaint under reply is liable to be rejected forthwith.
19. The OP-1 submits that the complainants availed service from the OP-1 for their journey from New Delhi to Paris. As per the 'SOP' being followed, the complainants were requested to produce all the necessary documents including proof of accommodation in France. However, on enquiry it was found that the complainants were denied boarding on account of holding inadequate documents and moreover they were not in a possession of confirmed hotel booking as the same was mandatorily required for international traveling. It is pertinent to mention here that the OP-1 is entrusted to ensure that the International Flights are safe, secure and convenient for all the passengers and moreover the travel advisories issued by the different countries are necessarily complied by the OP-1. Therefore, on account of non-compliance of mandatory guidelines and requirements of Visa issuing Country, the complainants

were offloaded upon instructions of Airline Liaison Officer, Embassy of Spain. Thereafter the matter was referred Airline Liaison Officer, Embassy of Spain. The concerned Airline Liaison Officer 'suspected' the profile of the complainants and directed the OP-1 to offload the complainants. Moreover the complainants were advised by the concerned ALO of Embassy of Spain to go to the Embassy of Spain for interview. It is Pertinent to mention here that the travel advisories issued by different Countries are mandatorily to be complied with by the OP-1 and their personnel to ascertain that their passengers do not face any problem at the destination Country/ airport and moreover the OP-1 is entrusted to entrusted to ensure that the operations of International Flights are safe, secure and convenient for all its passengers. As the concerned ALO, Embassy of Spain has recommended the Complainants not fit to fly, the concerned staff members of the OP-1 were constrained to offload the complainants and the same was duly informed by the OP-1 to the complainants. Further, the complainants were advised to visit the Embassy of Spain for clarifications in this regard and interview as same was directed by the concerned ALO, Embassy of Spain. Without prejudice, it is humbly submitted that the OP-1 and their Personnels were well within their rights to take

necessary precautions and action against the Complainants. Further, the OP-1 has acted as per the recommendations of the Area Level Officer, Embassy of Spain and the actions were not unfair trade practice as the OP-1 and their concerned staff members were bound by Law to follow the required procedure of the guidelines and advisories issued by the Visa issuing Country or the Country one is travelling to. Therefore, in any situation the Embassy of Spain is answerable to the Complainants and not OP-1 as the direction to deboard the scheduled flight was under the recommendation of Area Level Officer, Embassy of Spain and it was a mandate to OP-1 to follow the same without any exception.

20. It is strongly urged by the OP-1 that it is the duty of the passenger to obtain all requisite travel documents, comply with all mandatory requirements of the destination country. This obligation of the passenger has been expressly spelt out in the General Conditions of Carriage of Passengers and Baggage of the OP-1. It is submitted that Article 14 of the General Conditions of Carriage of Passengers and Baggage of the Opposite Party states as follows:

Article 14- Administrative Formalities

14.1 General

The passenger shall be solely responsible for complying with all laws, regulations, orders, demands and travel requirements of countries to be flown from, into or over

and with Carrier's Regulations and instructions. Carrier shall not be liable for any aid or information given by any agent or employee of Carrier to any passenger in connection with obtaining necessary documents or visas or complying with such laws, regulations, orders demands, and requirements, whether given in writing or otherwise or for the consequences to any passenger resulting from his or her failure to obtain such documents or visas or to comply with such laws, regulations, orders, demands, requirements, rules or instructions.

14.2 Travel Documents

The passenger shall present all exit, entry, health and other documents required by laws, regulations, orders, demands or requirements of the countries concerned. Carrier reserves the right to refuse carriage of any passenger who has not complied with applicable laws, regulations, orders, demands or requirements or whose documents do not appear to be in order."

21. The OP-1 in reply to the averments in paragraphs 25 to 28 of the complaint, it is submitted that the averments made in Paragraphs 25-28 are wrong and denied as written. It is submitted that only after getting clearance and receiving a letter from Embassy of Spain, the Complainants travelled to Paris, France. Further, it is to be noted that the travel advisory issued by different countries are mandatorily complied by the OP-1 in order to ascertain that their passengers do not face any problems at the destination country/airport.

22. We have heard the arguments and gone through the record of the case. As none appeared for OPs 2 and 3, vide order dated 27.07.2023, they are proceeded ex-parte.
23. The only ground for denying boarding to the complainants is that the complainants could not show the proof of their hotel booking at the visiting place. It is further alleged by OP-1 that the complainants were deboarded on the directions of the Area Level Officer (ALO) of Embassy of Spain. On the contrary, there is nothing on record to show that the complainants were denied boarding on the directions of ALO. The complainants were denied boarding on 27th July, 2022 by OP-1 on the ground that the complainants were unable to show any documents for booking of their hotel in visiting country. Since the OP-1 took the plea that they were denied boarding on the instruction of ALO of Embassy of Spain, the complainants rushed to the Embassy where the Embassy denied having issued any such instructions for deboarding.
24. Except the plea that the complainants were not holding hotel booking receipt, the OP-1 has not raised any other objection for denying the boarding to the complainants. It is admitted by OP-1 that the complainants were holding valid visa issued by the competent authority.

25. In an identical case, the Hon'ble Delhi State Consumer Commission in the case of '***Shameem Uddin Vs The Coountry Head of Kuwait Airways***', CC 154 of 2020 decided on 21.07.2023, while allowing the complaint case granted Rs. 5,00,000/- as compensation to the complainant. The relevant paragraphs of the aforesaid judgment are reproduced below:-

"34. The law on this subject has already been settled by the Hon'ble National Commission, in First Appeal No.310 of 2008, decided on 22.03.2018 titled as Air France Vs. O.P.Srivastava Dy. Managing Worker Sahara India Pariwar & Ors., wherein the Hon'ble National Commission specifically held:

"The practice of overbooking may be a commercially viable international practice being adopted by all the Airlines, probably, to ensure that seats in the flights do not go vacant in the event of no-shows by booked passengers(s) but the same cannot be at the altar of the passengers. Not permitting a passenger, holding confirmed ticket to board a flight, amounts to deficiency of service on the part of an Airline."

35. Moreover, this Commission in Appeal No. 824/04 titled as "Indian Airlines Ltd. Vs Mr. D.G.Sangal" has inter alia observed as under:

....The practice of most of the airlines of over booking of flights on the premise of maximizing the utilization of seats keeping in view the usual last minutes cancellation by passengers is playing havoc with those passengers who with confirmed status of tickets leave their homes few hours before and reach the airport well in time but are suddenly off loaded for one or the other reason. In our view, once a passenger is issued a ticket with confirmed status he cannot be denied the boarding of the plane on any excuse whatsoever.

.....Once a person stands in the queue with confirmation ticket it is the statutory obligation of the service provider to see that he is issued a boarding pass but unfortunately we have come across large number of such cases where the airlines to accommodate some or the other person for the reasons best known to them

indulge in over-booking under the guise of maximizing the utilization of seats keeping in view the last minute cancellation by passengers and in the process off-load the passenger with Confirmed Status. Such a practice is highly unfair and is not a part of contract and amounts to misrepresentation as to the right of the passenger with confirmed status ticket as it is in lieu of the seat that is cancelled that the Airlines can accommodate a waitlisted passengers. In no way the Airlines can deny the boarding of the plane to a passenger in possession of a ticket with confirmed status once he reports at the check-in counter.

It is under legal obligation to provide him the service of boarding in the plane. Reason is simple. It is not for the failure of a reporting by passenger with confirmed status ticket, then the Airlines suffer pecuniary loss and by denying such a passenger right to board the plane, they become unjustly enriched by selling one seat twice over as the Airlines refuse to refund the cost of the ticket to a passenger who has either not cancelled the ticket or not reported at the counter. If it chooses to do so, Airlines has to refund the cost of the ticket as no service provider can usurp the consideration for which it has either not provided the service or the consumer has not availed it. Thus it is only in case of cancellation of a ticket that the over-booked passenger can be accommodated for maximizing the utilization of seats and by sacrificing or abridging the right of a passenger with ticket with confirmed status.”

36. It appears that by offering excuses and blatantly shifting the blame on the ALO, the Opposite Parties are divorced from realities of life or the acute frustration and agony of the passenger who is denied boarding. To deny a person the boarding of the plane is nothing short of callous, tortuous and an oppressive act as it causes immense mental agony, physical discomfort, humiliation and emotional trauma which remains with the person throughout his life. It verges almost to an injustice done to a person for no fault of his.

37. Therefore it is clear from the aforesaid discussion that the Opposite Parties have failed to provide quality services to the Complainant. It was the duty of the carrier to take reasonable care of the passenger, so as to not expose him to such humiliation, unwarranted harassment and mental agony.

38. With these observations, we are of the opinion that the Opposite Parties provided deficient service to the Complainant and therefore, are liable to compensate the Complainant.

39. However, it is also pertinent to mention here that we do not concur with the amount sought as compensation by the Complainant as sufficient material has not been placed on record to justify the total compensation of Rs.55,00,000/-

40. Keeping in view the facts of the present case, we direct the Opposite Parties No.1&2 to pay an amount of Rs. 5,00,000/- to the Complainant as compensation towards the financial loss suffered on account of deficient services.

41. In addition to the aforesaid and taking into consideration the facts of the present case, the Opposite Parties No.1&2 are directed to:

A. Pay a sum of Rs. 50,000/- towards the mental harassment;

B. Pay the litigation cost to the extent of Rs. 50,000/- to the Complainant.”

26. The aforesaid judgment rendered by the Hon'ble Delhi State Consumer Commission was challenged before the Hon'ble National Consumer Commission (FA 934 of 2023, decided on 07.10.2024). The Hon'ble National Consumer Commission has been pleased to affirm the aforesaid order of the Hon'ble Delhi State Commission.
27. It is hard to believe the arguments of OP-1 that on 27th July, 2022 the complainants were refused boarding because they failed to produce hotel booking receipt but a day after i.e. on 29.07.2022 the complainants were permitted to board the flight without insisting for hotel booking receipt. Nothing has been shown to us by OP-1 that the Embassy of Spain or their officer ever recorded a dissent note against boarding of complainants.

28. We are, therefore, of the view that OP-1 is liable to refund the tickets amount spent by the complainants for the first booking made on 27th July, 2022. Further, the complainants must be compensated for the harassment, mental agony and humiliation caused by OP-1. We, therefore, assess Rs. 1,00,000/- each to be paid to the complainants as compensation. A sum of Rs. 50,000/- be paid to the complainants as litigations expenses. The amount awarded must be paid within four weeks from the date of receipt of this order failing which the OP-1 shall be liable to pay interest @ 9% per annum from the date of filing of present complaint till realization.

With the above directions, the complaint case is disposed of. A copy of order be sent to the parties free of cost under registered/speed post. The order be also uploaded on the website of this Commission, promptly.

File be consigned to the record room with a copy of order.

[Poonam Chaudhry]
President

[Bariq Ahmad]
Member

[Shekhar Chandra]
Member