

District Consumer Disputes Redressal Commission-I (North District)
[Govt. of NCT of Delhi]
Ground Floor, Court Annexe -2 Building, Tis Hazari Court Complex, Delhi-
110054

Phone: 011-23969372; 011-23912675 Email: confo-nt-dl@nic.in

Consumer Complaint No. 287/2024

In the matter of

Sh. Raj Rishi Aneja
S/o Late Sh. N. L. Aneja
C/o X-36, Civil Wing,
Tis Hazari Courts, Delhi

...Complainant

Versus

M/s Make My Trip India Pvt. Ltd.
19th Floor, A, B & C, Epitome Building No.5,
DLF Cyber City, Phase-2,
Gurugram-122002

...Opposite Party

ORDER

10.10.2025

Ms.Harpreet Kaur Charya, Member

The present complaint has been filed by Sh. Raj Rishi Aneja, the complainant under Section 35 of the Consumer Protection Act, 2019 against M/s Make My Trip India Pvt. Ltd., OP with the allegations of mental agony and harassment due to deficiency in services.

1. Briefly stated the facts as per complaint are, on 09.12.2023, the complainant, a senior citizen aged around 69 years booked a package tour including flights, hotels and local travel for himself and his wife, Smt. Suman Rishi Aneja aged 64 years for Sri Lanka (Sri Lanka-4 cities Special), from OP with reference booking ID NN2221204200990.
2. As per itinerary on 25.12.2023 around 06:45 pm the complainant along with his wife reached at Earl's Regent Hotel in Kandy. Upon arrival the complainant was informed at the reception of the hotel that no booking was made in his name through Make My Trip, OP. The complainant has stated that the said booking was made through the agent of OP, namely, Ms. Rukhia. It was informed to the complainant at the hotel reception that there was no vacant room in the hotel on 25.12.2023.
3. As the complainant was outside India, he asked his son to contact the customer care of OP. Around 07:15 pm upon contacting the holiday package support no. 012-478188, the son of the complainant was asked to wait by the executive. The call was put on hold for more than 15 minutes. He was told that the concerned

- team is looking into the issue and trying to resolve. It was also assured that Senior Executive of OP will contact within next two hours.
4. Around 08:30 pm, Ms. Rukhia along with Mr. Atul, who was part of the holiday package team contacted the son of the complainant. Even Mr. Atul showed his inability to find any immediate resolution to the issue and advised the son of the complainant to book some alternate hotel at their own end.
 5. It is alleged by the complainant that he had availed the services of OP to ensure that they do not face any issue relating to local travel or hotel accommodation after reaching Sri Lanka. He and his wife, being senior citizen reached the hotel at 06:45 pm on 25.12.2023 after catching early morning flight and wanted to rest after a long day. But to their shock no reservation had been made in the name of the complainant despite the fact that the booking was made through OP for more than a fortnight ago. Despite numerous calls to the executive of OP no resolution was provided. Eventually, the complainant had to make an alternate arrangement on his own. Since, it was Christmas, most of the good hotel in the area were completely occupied. The complainant was constrained to book a room at Queens Hotel in Kandy which as per the website of OP is listed as Three Star Hotel whereas Earls Regent Hotel is listed as Four Star.
 6. The complainant and his wife would have been stuck in the foreign country at night without any place to stay because of the deficiency in service on the part of OP. It was only because of help of the receptionist of the Earls Regent Hotel and cab driver the complainant was able to find a room.
 7. On 25.12.2023, the complainant received an email informing him that the Opposite Party (OP) would not be able to arrange alternative accommodation. This entire incident caused significant mental distress and inconvenience to the complainant and his wife, both of whom are senior citizens.
 8. At Queens Hotel, the complainant was asked to pay in cash (Sri Lankan Rupee). Though he was, initially informed that hotel would charge 50,000/- Sri Lankan Rupees. However, later on he was asked to pay 55,000/- Sri Lankan Rupees and could get room only after 09:30 pm at night. The entire experience was horrifying; the complainant and his wife had to face lots of inconvenience on the very first day of the trip which had spoiled their entire trip. Since, the complainant was carrying limited cash as the hotel (including most of their meals) as well as local travel arrangement were already booked but thereafter, the complainant had to manage the entire trip with limited amount of money.
 9. Even on reaching the second hotel i.e. Araliya Red in Nuwara Eliya on 27.12.2023, the complainant was informed that though the booking was made by OP but the hotel had not received the money, the complainant and his wife were made to wait for around 45 minutes at the reception.

10. On 26.12.2023, the complainant in order to put his grievance on record informed the OP through an email. Mr. Shashikant, from OP offered a travel voucher of Rs.5,000/- to the son of the complainant which was unacceptable.
11. A Legal notice dated 05.02.2024 was issued to OP calling upon to pay a compensation to the tune of Rs. 3,00,000/-. The said Legal notice was replied vide reply dated 01.04.2024 mentioning that OP is operating as a facilitator between the user and service provider (including hotels) and any issue faced by the user while availing these services shall be the sole responsibility of service provider.
12. Feeling aggrieved, the present complaint with the prayer for directions to OP to pay compensation of Rs.3,00,000/- on account of mental agony and Rs.50,000/- as cost of litigation.
13. The complainant has annexed the tax invoice dated 25/12/2023 issued by OP as **Annexure-1**; Day-wise itinerary as **Annexure -2**, email dated 25/12/2023 at 8:15:20 pm IST as **Annexure-3**, legal notice dated 05/02/2024 as **Annexure-4**; reply dated 01/04/2024 to the Legal notice issued by the complainant as **Annexure-5**.
14. Written statement was filed upon service of notice to OP. Several preliminary objections have been raised in their defence such as: the complaint is false and vague without any tenable ground; complaint is bad for misjoinder of parties as OP is neither a necessary nor a proper party to the present complaint. The dispute if any is between the complainant and the end service provider i.e the Hotel. OP has no role to play. OP being the facilitator of the services booked, cannot be held responsible for denial of check-in by the concerned hotel. The sole responsibility of the end service provider who has to be contacted directly for any resolution or refund.
15. The complainant has not approached commission with clean hands. Even after the gross failure of the complainant Ato resolve the matter with concerned hotel, OP still managed to refund full booking amount of Rs.15,359/- to the complainant. In addition, thereto, the OP also offered a future travel voucher of Rs.5,000/- as goodwill gesture.
16. There is no cause of action against OP as the entire case is based on the premise that check-in was denied by the concerned hotel. It has been submitted that the online transaction by the user of the website or the mobile application of the OP are governed by the user Agreement, provided on the website/mobile app, applicable to the person intending to purchase or inquiring for any products and/or services of the OP. any person, intending to purchase any product or avail the services of O, is governed by the terms and conditions of the User Agreement. It is further pertinent to mention here that for availing the services of the OP, the intended guest has to enter into an e-contract with the OP by consenting to the terms and conditions thereof by clicking on "I agree" pop up

button. In case the customer chooses to go ahead and avail the services of the OP, the customers are bound by the terms and conditions of the User Agreement, which govern the relationship between the OP and its customers, including the cancellation and/or refund to be provided to the customers.

17. The relevant clauses of the User Agreement of the OP are being reproduced hereinunder: -

“Limited liability of MMT”

Unless MMT explicitly acts as a reseller in certain scenario, MMT always acts as a facilitator by connecting the user with respective service providers like airlines, hotels etc. (collectively referred to as “Service Providers”).

The User(s) shall be responsible for their own actions in utilizing the services purchased by the respective User and MMT shall not be liable for any such action.

By making a booking, User understands that MMT merely provides a technology platform for booking of services and products and the ultimate liability rest on the respective Service Provider and not MMT. Thus, the ultimate contract of service is directly between the User and Service Provider. The User understands that breaching the rules and regulations set by the Service Provider, may results in cancellation of ticket and/or reservations.

MMT’s liability is limited to providing the User with a confirmed booking as selected by the user. In the event of non-confirmation of booking due to any technical reasons (like network downtime, disconnection with third party platform such as payment gateways, bank etc.) or any other similar failure, MMT’s obligation shall be limited to refunding the booking amount, if any, received from the User. Such refund shall completely discharge MMT from all liabilities with respect to that transaction. Additional liability, if any, shall be borne by the User.

Any issues or concerns faced by the User at the time of availing any such Services shall be the sole responsibility of the Service Provider. MMT will have no liability with respect to acts, omissions, errors, representations, warranties, breaches or negligence on part of any Service Provider or to any cancellation, rescheduling or delay in the performance of the Services herein

Unless explicitly committed by MMT:

MMT assumes no liability or makes no guarantee or representation towards for the standard quality, fitness or availability of the Services as provided by the respective Service Provider.

Further, MMT shall not be held responsible if at the time of completing the transaction on the website, the Services towards which the Booking is in process becomes no longer available or gets sold out.

The User further understands that the information displayed on the Website with respect to any service is displayed as furnished by the Service Provider, MMT therefore, cannot be held liable in case if the information provided by the Service Provider is found to be inaccurate, incomplete, inadequate or obsolete or in contravention of any laws, rules, regulations or directions in force.

User's responsibility

The User understands that the use of the Website or services is at the User's sole risk and the Users are advised to review the description of the Services carefully before making a booking as they shall be bound by the terms and conditions contained in the booking confirmation or laid out in the confirmed booking voucher. These conditions are also to be read in consonance with the User Agreement and with the Terms of Service and regulations of the respective service Providers as provided on the Website."

18. Complainant was aware of the aforesaid user agreement. Thereafter, the complainant at his own violation decided to book a holiday package through the portal of the answering OP on 09.12.2023 for two adults for 8 days and 7 nights from 25.12.2023 to 01.01.2024, and paid the amount of Rs.2,20,651/- at the special rates provided by the OP the said booking was the a 'non-refundable' booking. A booking ID No.NL2221204200990 was provided to the complainant instantly. Thus, it is submitted that the responsibility of the OP came to an end. The booking itinerary was also provided to the complainant which contained the details of the entire trip of the complainant including 02 international flights, 04 hotels and local commute/transfer.

19. It has been further submitted that the only allegation of the complainant is qua the hotel namely, Earl's Regent Hotel in Kandy, Sri Lanka, where check-in was denied, however admittedly no other allegations have been raised by the complainant. rest of the contents of the complaint have been denied with the prayer for dismissing the complaint being false misleading and frivolous with exemplary cost.

20. OP has annexed the copy of Board Resolution passed on 11/05/2023 as **Annexure-1**; agreement between user and 'Make My Trip' as **Annexure-2** with their reply.
21. Rejoinder to the written statement was filed by the complainant reiterating the contents of the complaint. It has been submitted that though OP refunded the booking amount of Rs.15,359/- and also offered a future travel voucher of Rs.5,000/- but it was not adequate for the predicament of the complainant and the suffering due to the deficiency in service of OP. The said travel voucher was refused by the complainant. It has been denied that complaint is made with intention to extort money from OP and the complainant, a practicing advocate does not want enrichment by extracting unfair, unjust and excessive compensation.
22. It has been further submitted that though the itinerary bears the term Hotel Booking reference ID NL45227295970030 and Hotel PNR No.491889015, which are fictitious and fabricated for the reasons that the receptionist of the concerned hotel after verifying the booking register of flatly denied reservation of the room in the name of the complainant for 25/12/2023. In the entire trip of the complainant, four hotels in different cities were booked by the complainant from OP but it can be seen that the hotel reference ID has been mentioned for all the four hotels but the hotels PNR has been referred to as 'Null' for two hotels out of four. Rest of the contents of written statement have been denied and those of complaint have been reaffirmed.
23. Complainant has filed evidence by way of affidavit and annexed copy of invoice of Rs.2,20,651.19 as **Ex.CW1/1**, booking itinerary as **Ex.CW1/2**, copy of email dated 25.12.2023 as **Ex.CW1/3**, copy of notice dated 05.02.2024 as **Ex.CW1/4**, copy of reply dated 01.04.2024 of said notice as **Ex.CW1/5**.
24. OP has filed evidence by way of affidavit and got examined Sh.Puneet Chawla, Authorised representative and legal Counsel. He has got exhibited the copy of Board Resolution as **Ex. R-1**, True copy of User Agreement of OP as **Ex. R-2**.
25. We have heard the arguments of Ld. Counsel for the complainant and Ld. counsel for the OP. We have also perused the material placed on record. The Complainant has filed the present complaint with the allegations of deficiency in service on the ground that OP did not reserve the room in hotel booked as per itinerary.
26. The booking for 08 days and 07-night package is not in dispute. Similarly, the denial of room by Earl's Regent Kandy is not disputed. First and foremost, defence raised by OP is: they are merely a facilitator of service booked by the Complainant and cannot be held responsible for denial of check-in by the concerned hotel.
27. The Complainant has filed the tax invoice dated 25/12/2023 (**Ex.CW1/1**) and Day-wise booking itinerary (**Ex.CW1/2**) as per which two nights stay was at

Earl's Regent Kandy, a 4 Star hotel vide MMT reference ID NL2221204200990 and Hotel Reference ID NL45227295970030. It is seen that per Ex.CW1/1, a payment of Rs.2,20,651/- was made to MMT India Ltd. (OP herein) and the service description as explained is **Tour Operator Services**. It is therefore evident that the Complainant had availed a travel package through the Opposite Party, who was responsible for making the necessary reservations.

28. Upon arrival at the hotel booked as per itinerary, the complainant and his wife were informed that no reservation existed under their name. The complainant and his wife, both senior citizens were left stranded for hours without accommodation.
29. Even the customer care failed to resolve the issue despite several hours of waiting. This is substantiated by Ex.CW1/3, an email dated 25/12/2023 at 8:15:20 P.M. IST from 'servicesupport@makemytrip.com' stating:
- "Dear Guest,
Warm greetings from MakeMytrip!
We deeply regret the inconvenience call. As per our conversation, we are unable to make the hotel booking on your behalf. You will need to make the booking yourself. Rest assured, we will process a refund for your previous hotel booking."*
30. Finally, the complainant was forced to find an alternative hotel at a significantly higher price by paying 55,000/- Sri Lankan rupees as it was peak season being Christmas Eve and due to limited availability. OP refunded the booking amount and offered future travel voucher of Rs.5,000/- as a goodwill gesture which was refused by the complainant.
31. The OP's claim that there was no deficiency in service on their part due to the refund of ₹15,359/- is hereby rejected. It is noted that the OP failed to take any proactive steps to assist the Complainant during the course of his trip, as a result of which the Complainant was compelled to make alternate arrangements on his own. Moreover, the Opposite Party has not provided a satisfactory explanation for the failure in confirming the hotel booking. This lapse has caused considerable mental agony and harassment to the Complainant and his wife.
32. The Complainant and his wife both senior citizens in this case, planned their travel well in advance with the genuine expectation of a comfortable, stress-free, and well-organized vacation. Every detail of the itinerary was considered to ensure a smooth experience, particularly given their age and health considerations. However, the OP's failure to provide the promised services not only disrupted their travel plans but also caused significant inconvenience, stress, and emotional distress particularly in foreign country. The lapse on the part of the OP effectively ruined what was meant to be a peaceful and enjoyable holiday for the Complainant and his wife. Such negligence is particularly unacceptable

when dealing with elderly travellers, for whom comfort, certainty, and reliability are of paramount importance. The mere issuance of a future gift voucher does not absolve the OP of its shortcomings or the deficiency in service rendered.

33. Therefore, in the facts and circumstances of the present complaint and in the interest of justice, we direct OP to pay Rs.1,50,000/- as compensation for mental agony and harassment, inclusive of litigation expenses.
34. This order be complied within 30 days from the receipt of this order. In case of default, OP shall be liable to pay interest @ 7% p.a. on the awarded compensation from the date of order till realisation.
35. Office is directed to supply the copy of this order to the parties as per rules. Order be also uploaded on the website. Thereafter, file be consigned to the record room.

(Harpreet Kaur Charya)
Member

(Divya Jyoti Jaipuria)
President