

**IN THE DELHI STATE CONSUMER DISPUTES
REDRESSAL COMMISSION**

Date of Institution: 01.08.2023

Date of hearing: 04.12.2025

Date of Decision: 05.01.2026

FIRST APPEAL NO.- 377/2023

IN THE MATTER OF

**SH. HAR MOHAN SINGH,
S/O SH. WASHDEV SINGH,
R/O B-21/F-I, DILSHAD GARDEN,
DELHI**

**(Through: Mr. S. K. Verma, Advocate)
...Appellant**

VERSUS

- 1. MAKE MY TRIP INDIA PVT. LTD.,
DLF BUILDING NO. 5, TOWER-B, DLF CYBER CITY,
DLF PHASE-2, SECTOR-25, GURUGRAM,
HARYANA, INDIA-122002
REGISTERED ADDRESS: B-36, FIRST FLOOR,
PUSHA ROAD, NEW DELHI – 110005**
- 2. SH. DEEP KALRA, C.E.O. FOUNDER
AND EXECUTIVE CHAIRMAN,
MAKE MY TRIP INDIA PVT. LTD., DLF BUILDING NO. 5,
TOWER B, DLF CYBER CITY, DLF PHASE 2, SECTOR-25,
GURUGRAM, HARYANA, INDIA-122002**
- 3. KOREAN AIRLINES CO. LTD.,
THROUGH ITS CONCERNED OFFICER,
SHOP NO. 54, SECTOR-3, BLOCK-D,
DIR AREA, GOLE MARKET,
NEW DELHI – 110001**

**(Through: Mr. Divjot Singh Bhatia & Mr. Shreesh Chadha & Mr. Aman
Singh Bakhshi, Advocates, Karya Law Advocates and Solicitors)**

...Respondents

CORAM:

HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)
HON'BLE BIMLA KUMARI, MEMBER (FEMALE)

Present: Appellant in person
Mr. S. K. Verma, Counsel for the appellant (Mobile: 9310004577)
Mr. Aman Singh Bakshi, Counsel for the Respondent No.1 & 2
appeared through VC.
None for the Respondent No. 3

PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL, PRESIDENT

JUDGMENT

1. The facts of the case as per the District Commission record are as under:

"1. The Complainant has filed the present complaint under Section 35 of the Consumer Protection Act, 2019.

Case of the Complainant

The facts of the case are that the Complainant booked a confirmed return ticket for travelling from Delhi to LAX (USA) on 02.03.20 vide booking ID No. NN 2911652538796 Vide e-ticket no. 180-3319184853 of Opposite Party No.3. He had to return back from USA to Delhi on 26.05.20. On 02.03.20 the Complainant went to LAX (USA) by the airline of Opposite Party No.3. On 26.05.20 the Opposite Party No.3 cancelled the flight and, no intimation was given to him in this regard. On 26.05.20 Indian government pleased to open lockdown and Opposite Party No.1 to 3 did not inform the Complainant. The Complainant stated that due to cancellation of flight by Opposite Party: No.3 Complainant had to stay abroad for excess period of 27 days i.e. from 26.05.20 to 22.06.20. On 21.06.20 Complainant booked another flight ticket to come back to India. The Complainant stated that he contacted Opposite Parties time to time and negotiated through email and calls and all the Opposite Parties assured the

Complainant to return his confirmed air ticket amount and on 01.11.20 all the Opposite Parties refused to pay the amount to Complainant. The Complainant stated that on 19.12.20 Complainant sent demand notice to Opposite Parties and in spite of service of demand notice Opposite Parties failed to make the payment to Complainant. Hence, this shows deficiency on the part of Opposite Parties. Complainant has prayed for Rs. 3,89,654 (in total), Rs. 58,006/- and Rs. 1,46,000/- as compensation.

Case of the Opposite Party No. 1 and 2

The Opposite Party No.1 and 2 contested the case and filed common written statement, It is alleged that the Complainant has filed the complaint with malafide intention. It is stated that Opposite Party No.2 is not a necessary party as per the settled law. It is stated that the Opposite Party is only facilitator for booking the air tickets, it is admitted that the Complainant has booked tickets through it. It is also stated that an amount of Rs. 27,275/- has been refunded to the Complainant. It is stated that an amount of Rs. 29,777/- pertaining to utilised flight ticket amount was not refunded and convenience fees of Rs. 399/- was also not refunded as the same was Not Refundable Amount. It is stated that the Complainant has agreed to the user agreement and cancellation policy of the Opposite Party. At the time of booking the tickets, the Complainant has accepted the terms and conditions of the user agreement and he also consented to the cancellation policy of the Opposite Party as well as the concerned airlines. It is also alleged that this Forum has no territorial jurisdiction. It has prayed for the dismissal for the complaint.

Rejoinder to the written statement of Opposite Party No.1 and 2.

3. The Complainant filed rejoinder to the written statement of Opposite Party No.1 and 2 wherein the Complainant has denied the pleas raised by the Opposite Parties and has reiterated the assertion made in the

complaint. It is admitted by the Complainant in his rejoinder that he has received Rs. 27,275/- after he gave notice dated 19.12.2020. The Complainant has also denied the user agreement.

Evidence of the Complainant

4. The Complainant in support of his complaint filed his affidavit wherein the Complainant supported his case as mentioned in the complaint. Complainant has also filed an affidavit of Sh. Amarjeet Singh.

Evidence of the Opposite Party No.1 and 2

5. In order to prove its case Opposite Party No.1 and 2 has filed affidavit of Sh. S. Sreesh, Assistant Manager and Authorized Representative of Opposite Party No.1 and 2, wherein the averments made in the written statement of Opposite 2 Party No.1 and 2 have been supported.”

2. The District Commission after taking into consideration the material available on record passed the judgment dated **11.05.2023**, whereby it held as under:

“6. We have heard the Ld. Counsels for the Complainant and Opposite Parties. We have also perused the file and the written arguments filed by the complainant and Opposite Parties. The case of the Complainant is that he had booked air tickets of Korean Airlines (Opposite Party No.3) for performing journey from Delhi to USA on 02.03.20. And the Complainant performed the said journey to Delhi to USA on 02.03.20. The Complainant had to return from USA to Delhi on 26.05.20. The case of the Complainant is that the flight was cancelled by Korean Airlines and he had to return India after purchasing another air ticket of Indian Airlines which was being run under the Indian Government Scheme of Vande Bharat Mission. The case of the Opposite Parties is that on the date of journey i.e. on 26.05.20 for which the Complainant had purchased ticket from USA to Delhi was cancelled due to Covid pandemic. It is also the case of the Opposite Party as per the agreement the Complainant was refund Rs. 27,275/-.

7. It is an admitted fact that due to Covid pandemic international flights were cancelled thus the Korean Airlines had to cancel its flight by which the Complainant was to perform journey from USA to India on 26.05.20. It also a known fact that under the Vande, Bharat Scheme of the government of India only the Indian government flights were allowed,

8. In the present case, the Complainant has booked his ticket prior to the Lockdown and thus his case is not covered under the directions issued by the **Hon'ble Supreme Court in the judgment of Pravasi Legal Cell and Ors. Vs. Union of India and Ors. reported in Manu/SC/0732/2020**. Therefore, the process of refund has to be done as per the Civil Aviation Requirements issued by the DGCA dated 22.05.08. As per the said guidelines, the Complainant has been paid Rs. 27,275/- after deducting the non-refundable amount from the price paid by the Complainant for return ticket. It is also to be noted that the flight was cancelled by the Korean Airlines as the same was not permissible on account of Covid pandemic therefore we do not see any deficiency on the part of airlines. The Complainant has prayed for compensation on account of excess stay due to cancellation of flight. The Complainant has not led any evidence in order to show that as to how he is entitled for such a huge amount of compensation.

9. In view of the above discussion, we do not see any merit in the complaint and the same is dismissed.

10. Order announced on 11.05.23.”

3. Aggrieved by the aforesaid order of the District Commission, the Appellant has preferred the present Appeal contending that the District Commission failed to take note of the evidence affidavit filed by other witness Sh. Amarjeet Singh and Gagandeep Kaur. Secondly, it is submitted that the District Commission failed to consider that the Respondent had paid only Rs. 27,275/- without any compensation and

other expenses to the Appellant. Thirdly, it is submitted that the Respondent failed to inform the Appellant about the Vande-Bharat Scheme and also did not make any efforts to ensure the return of the Appellant. Pressing the aforesaid submissions, the Appellant has prayed that the Impugned Order be set aside.

4. The Respondent No.1&2 have filed the reply and have stated therein that an amount of Rs.27,275/- has already been refunded to the Appellant and the present appeal is filed with a mala-fide intention to extract money from the Respondent. Secondly, it is submitted that the amount pertaining to the utilized flight ticket and convenience fee of Rs. 399/- was not refunded as the same was non-refundable amount as per the DGCA guidelines. Lastly, it is submitted that the Appellant had agreed to the terms and conditions of the user agreement and had also agreed to the Cancellation Policy and as such no deficiency of service can be carved out on the part of the Respondent as the flight was cancelled by the Korean Airlines and the Respondent is merely a facilitator/service provider. Pressing then aforesaid submissions the Respondents have prayed that the present appeal be dismissed with heavy costs.
5. Vide order dated 16.12.2024, the right of the Respondent No.3 to file the reply stands closed.
6. The parties have filed their brief written arguments and the same have been given due consideration. Vide order dated 19.03.2025, the right of the Respondent No.3 to file short written submissions stands closed.
7. We have perused the material available on record and heard the counsels for the parties at length.
8. The *only question* that falls for our consideration is *whether the Respondent is liable for deficiency in service.*

9. It is the case of the Appellant that he had booked tickets of Korean Airlines for performing journey from Delhi to USA on 02.03.2020 and thereafter, the return flight from USA to Delhi on 26.05.2020 was cancelled by Korean Airlines and he had to return India after purchasing another air ticket of Indian Airlines which was being run under the Indian Government Scheme of Vande-Bharat Mission. On the other hand, it is the case of the Respondent no.1&2 (*hereinafter referred to as the Respondent*) that flight was cancelled by Korean Airlines on account of Covid pandemic and the Respondent is merely a facilitator and moreover, as per the agreement the Appellant was refunded the sum of Rs. 27,275/, therefore no deficiency of service can be carved out on the part of Respondent.
10. A perusal of the record shows that the Appellant had booked his ticket prior to the Lockdown and thus, it is rightly observed by the District Commission that the case of the Appellant is not covered under the directions issued by the Hon'ble Supreme Court in the judgment titled *Pravasi Legal Cell and Ors. Vs. Union of India and Ors. reported in Manu/SC/0732/2020*.
11. In the aforesaid circumstances, it is abundantly clear that the process of refund has to be done as per the Civil Aviation Requirements issued by the DGCA dated 22.05.08. As per the said guidelines, the Appellant has already been paid Rs. 27,275/- after deducting the non-refundable amount from the price paid by the Appellant for return ticket. It is to be noted further that it is clear from the record the Respondent is merely a travel facilitator and has no control over the operation or cancellation of flights, which in the present case is the sole discretion of the Korean Airlines as the same was not permissible on account of Covid pandemic.

12. Even otherwise, the record reflects that the Appellant has again claimed exaggerated compensation, which in our view, is bereft of any justifiable grounds. The Appellant has not mentioned any cogent grounds or evidence to show as to how is he entitled to the compensation as sought in the present Appeal. Therefore, for the aforesaid reasons, we do not find any infirmity in the order passed by the District Commission. ***Consequently, the present appeal stands dismissed with no order as to costs.***
13. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgement.
14. The Judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.
15. File be consigned to record room along with a copy of this Judgment.

**(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT**

**(BIMLA KUMARI)
MEMBER (FEMALE)**

**Pronounced On :
05.01.2026**

L.R.-G.P.K