

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**ERNAKULAM**

**CONSUMER COMPLAINT NO. DC/555/CC/324/2015**

THOMAS JOSEPH

PRESENT ADDRESS - KUTHUKUZHI,KOTHAMANGALAMERNAKULAM,KERALA.

.....Complainant(s)

Versus

JET AIRWAYS(INDIA) LTD REP BY ITS AIRPORT MANAGER

PRESENT ADDRESS - NO.39,ELMAR SQUARE BUILDING,NEDUMBASSERY,ERNAKULAM

DIST-682572 ERNAKULAM,KERALA.

.....Opposite Party(s)

**BEFORE:**

**HON'BLE MR. D.B BINU , PRESIDENT**

**HON'BLE MR. RAMACHANDRAN .V , MEMBER**

**FOR THE COMPLAINANT:**

NEMO

**FOR THE OPPOSITE PARTY:**

NEMO

**DATED: 31/12/2025**

**ORDER**

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM**

**Dated this the 31<sup>st</sup> day of December 2025**

**Filed on: 28.05.2015**

**PRESENT**

Shri. D.B. Binu

Hon'ble President

Shri. V. Ramachandran

Hon'ble Member

Smt. Sreevidhia T.N

Hon'ble Member

**C.C No. 324/2015**

**COMPLAINANT**

Thomas Joseph, S/o P.J.Joseph., Puthupparambil House, Kuthkuzhi, Kothamangalam, Ernakulam Dt. Pin: 686691 represented by Power of Attorney Sonny John Thomas s/o John Thomas Kannanthanam House, Sreekrishnapuram (PO), Palakkad Dt. Pin -679 513  
(By Mohammed Aslam P.A)

**Vs.**

**OPPOSITE PARTY**

Jet Airways(India) Ltd., represented by its Airport Manager, No.39, Elmar Square Building, Nedumbassery, Ernakulam District Pin 682 572

**FINAL ORDER**

**SREEVIDHIA T.N., MEMBER:**

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

The complainant Sri. Thomas Joseph had booked three return tickets for his family to travel from Cochin to Doha on 27-07-2013, with confirmed tickets. On 27-07-2013, the complainant and his family approached the boarding counter at Cochin Airport for getting their boarding pass for the journey, by 19.50 hrs., the Counter Supervisor. Ms. Rita refused to issue boarding pass to the minor child Jewel Thomas on the ground that the visa was stamped on the old passport, despite the fact that the new and old passports were attached together and submitted. Since the complainant and her wife could not travel without their son, he requested the supervisor to issue boarding pass to the minor child also, on the undertaking that he will indemnify the opposite party for any financial liability if any caused due to such issuance of boarding pass. As the request was not heeded to, the complainant and his family could not travel on that day and they had to cancel all the tickets. The complainant and his family had to postpone their journey to the next day at 04.20 am, after purchasing air tickets for travel in Emirates Airlines, for their travel on 28-

07-2013. At the same time, the opposite party had subsequently carried another passenger by name Jasalia Cheruvalappil with ticket Number 5892111222898 from Kochi to Doha on 14-08-2013, 10 flight No 9W 556, whose visa was also stamped on the old passport.

The complainant and his family reached Doha on the next day, without any problem with the visa stamping on the old passport, at the emigration counter. The supervisor engaged by the opposite party was ignorant of the rules and regulations of immigration formalities and the complainant was provided with deficient service at the hands of the personnel of the opposite party airlines. On 13-08-2013, the complainant made a request to the opposite party to refund the ticket fare spent by him for his travel in emirates airlines, along with reasonable compensation for the deficient service of the opposite party. On 26-08-2013, the complainant received a reply stating that there was a circular to the opposite party from emigration department that all valid visa have to be transferred to the renewed passport and if not the guests are liable to be deported.

The act of restraining the son of the complainant is deficiency in service on the part of the opposite party. Complainant had spent Rs. 33,000.80 additionally for purchasing tickets in Emirates Airlines, and had to suffer much mental agony, due to the deficient service of the staff of the opposite party. The opposite party is therefore liable to compensate the complainant to the tune of Rs.Two lakhs and cost amounting to Rs. 10,000/- incurred in filing this complaint.

## 2) **Notice**

Notice was issued to the opposite party from this Forum/Commission on 01.07.2015 and the case was posted for R/N of opposite party to 31.07.2015 The notice sent to opposite party not seen served. Again, notice sent to the opposite party on 26.08.2015

returned with an endorsement 'Not known'. The case was posted for the R/N to 18.11.2015. The proceedings dated 18.11.2015 was recorded as 'complainant absent. Represented. Opposite party served called absent set ex-parte. The case was posted for the evidence of the complainant. To 02.02.2016.

Exbt.A1 to A7 were already marked from the side of the complainant and posted for final hearing. The matter was heard on 26.02.2016 and the complaint was allowed vide separate order dated 28.04.2016 and the order was despatched to the parties on 16.06.2016.

The opposite party/Judgment debtor has filed an appeal before the Hon'ble State Commission as appeal No.463/2016 against the order in C.C.No.324/2015 of 'CDRF Ernakulam'. The appellants address is shown as Jet Airways (India Ltd.), represented by its Airport Manager, No.39, Elmar Square Building, Nedumbassery, Ernakulam, Pin-682 572 (Represented by Advocate Shyam Padman and S.Reghukumar).

In the appeal filed by the judgment debtor is stated that appellant/opposite party that they have not received any notice from the District Forum with regard to the case of the complainant. The opposite party also states that the appellant is a registered company and they were not properly impleaded in the complaint. After perusing the record of the file, the Hon'ble State Consumer Disputes Redressal Commission, Thiruvananthapuram allowed the appeal on 03.03.2020 and the order dated 28.04.2016 of the District Consumer Disputes Redressal Commission, Ernakulam is set aside. The matter was remanded to the District Commission for fresh disposal after giving an opportunity to the appellant/opposite party to file version and to adduce evidence if any. There was a direction from the Hon'ble State Consumer Disputes Redressal Commission, Thiruvananthapuram to dispose the case expeditiously as possible. As per the above

order dated 03.03.2020, notice was issued to both parties on 29.09.2020, and again notice sent to the opposite party returned as abolished.

As per the order of the Hon'ble State Consumer Disputes Redressal Commission, Thiruvananthapuram opposite party was permitted to file version. No version was filed by the opposite party.

The Commission observed that eventhough notice sent to the opposite party from this Commission returned as abolished. Opposite party has well knowledge about the direction of the Hon'ble State Consumer Disputes Redressal Commission, Thiruvananthapuram to file their written version and to adduce evidence if any. The main contention of the opposite party at the time of filing of appeal was they have not received any notice from the District Forum. It is observed that eventhough notice sent to the opposite party returned as 'Abolished', the opposite party/appellant in appeal No.463/2016 has well knowledge about the pending of the case filed by the complainant. The opposite party has not appeared before the Commission on the subsequent hearing dates. It is also observed that initially notice was sent to the opposite party on 26.08.2015. The said notice was return as 'Not known' and was returned to the sender on 05.09.2015. Eventhough the notice sent on 26.08.2015, returned as 'Not known, the appellant/opposite party appeared before the Hon'ble State Consumer Disputes Redressal Commission, Thiruvananthapuram on the same address. The appellant/Opposite party (in C.C) was appeared through advocates Shyam Padman and S.Reghukumar.

The opposite party has not appeared before the District Commission eventhough they have well knowledge about the case that the matter is pending before the District Commission, Ernakulam. The purposeful omission from the part of the opposite party is considered as an admission of the allegations raised by the complainant. It is also

assumed that the opposite party has not accepted the notice purposefully. In this circumstances, it is assumed that service of opposite party can be treated as 'deemed service'.

Due to the non-filing of version the opposite party has not adduced any evidence in this case.

3) **Evidence**

The complainant has already filed proof affidavit and Exbt.A1 to A7 were already marked from the side of the complainant. The complainant has not adduced any additional evidence in this case.

4) **The issue taken for consideration in this case are as follows.**

- 1) Whether the complainant is a consumer of the opposite party?
- 2) Whether any deficiency in service or unfair trade practice is proved from the side of opposite party towards the complainant?
- 3) If so, reliefs and costs?
- 5) For the sake of convenience, we have considered **issue Nos.(1) (2) and (3)** together.

Exbt.A1 Copy of the combined ticket of all the three passengers

Exbt.A2 Copy of the Air Ticket issued by Emirates Airlines

Exbt.A3 e-mail communication.

Exbt.A4 e-mail communication.

Exbt.A5 Copy of air ticket issued by Jet Airways to Jasaliya Cheruvalappil dated 12.08.2013

Exbt.A6 copy of the old passport in which the visa stamped and copy of the new passport of Jasaliya Cheruvalappil.

Ebt.A7 The power of Attorney executed by the complainant Thomas Joseph in favour of the complainant.

As per Exbt A1, the complainant has purchased 3 tickets from the opposite party and had paid an amount of Rs.5200/- to the opposite party. Hence the complainant is a 'consumer' of the opposite party.

The affidavit filed by the power holder of the complainant and Ext A1 to A7 documents would prove all allegations raised by the complainant in the complaint. The complainant had produced the copy of air tickets of both jet Airways and that of the Emirates Airlines. The copy of the passport of another minor child in which the current visa stamped is also produced as evidence. The fact that another minor child was permitted to travel in Jet Airways on 14-08-2013 would go to show that the contentions raised by the opposite party in reply to the letter issued by the complainant for refund, on 26-08-2013 did not carry bona fides. The circular allegedly issued from Doha does not mention the name of the office which had issued such a circular, and its competency. We find that the case of issuance of such circular is only a cock and bull story cooked up by the opposite party, which did not have the support and sanction of any law, rules regulations or circulars given by any competent authorities of the immigration department, Doha. The action of the ground staff of the opposite party in denying the boarding pass to the complainant's minor son, for no fault of his or his parents, is nothing but a reflection of enjoyment of sadistic pleasure by the staff concerned. The rules and regulations for carrying passengers in international flights in the matter of immigration, is same to all

airlines. There cannot have distinct rules for the opposite party alone. The complainant and his family were permitted to travel in the Emirates Airlines, without any contortion or hesitation. There was no snag of any circular as contented by the opposite party, for the Emirates Airlines to carry the complainant and his family to Doha, with the same passport and visa stamped as such. We therefore find that the complainant had substantially proved deficiency in service on the part of the opposite party committed against him. Though the complainant himself did not appear to give evidence to speak regarding the mental agony and pain suffered by him in the matter, we find that it is a matter which could be taken note of, by visualising the predicament of a family with confirmed air ticket, having been refused boarding pass for the accompanying child of tender age. We find the point in favour of the complainant.

The opposite party's conscious failure to file the written version is an admission of the allegations raised by the complainant against the opposite party. Hence the case of the complainant stands unchallengeable before the opposite party.

6) **Issue No. (6)**

Issue Nos. (1) and (2) are found in favour of the complainant and the following orders are hereby passed.

**ORDER**

(1) to reimburse the complainant, Rs.33,000/-, (Rupees Thirty Three thousand only) being the cost of air ticket purchased from Emirates Airlines with interest at the rate of 9% per annum from 27-07-2013 till date of payment.

(2) To pay Rs.50,000/- (Rupees fifty thousand only) towards compensation for the mental agony and sufferings of the complainant and his family.

(3) The opposite party shall also pay an amount of Rs.5000/- (Rupees one thousand only) to the complainant as cost of proceeding.

The following orders are passed subject to the outcome of the judgments of the ***National Company Law Tribunal (NCLT), Mumbai.***

The above order shall be complied by the opposite party within 30 days from the date of receipt of a copy of this order. If the order is not complied by the opposite party within 30 days, the amount ordered vide (1) and (2) above shall attract interest at the rate of 9% per annum from the date of order till the date of realization.

Pronounced in the Open Commission this the 31<sup>st</sup> day of December 2025

**Sd/-**  
**Sreevidhia.T.N**  
**Member**

**Sd/-**  
**D.B.Binu**  
**President**

**Sd/-**  
**V.Ramachandran**  
**Member**

Forwarded by Order

Assistant Registrar

## **APPENDIX**

### **Complainant's evidence**

- Exbt.A1      Copy of the combined ticket of all the three passengers
- Exbt.A2      Copy of the Air Ticket issued by Emirates Airlines
- Exbt.A3      e-mail communication.

Exbt.A4 e-mail communication.

Exbt.A5 Copy of air ticket issued by Jet Airways to Jasaliya Cheruvalappil dated 12.08.2013

Exbt.A6 copy of the old passport in which the visa stamped and copy of the new passport of Jasaliya Cheruvalappil.

Ebt.A7 The power of Attorney executed by the complainant Thomas Joseph in favour of the complainant.

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Date of Despatch

By Hand ::

By post ::  
uk

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**D.B BINU**  
**PRESIDENT**

.....  
**RAMACHANDRAN .V**  
**MEMBER**