

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION  
CHANDIGARH DISTRICT COMMISSION  
CONSUMER COMPLAINT NO. DC/AB1/44/CC/280/2021**

Surendra Adlakha

PRESENT ADDRESS - Permanent Resident of Sydney, Australia & Address In India H.No. 567,  
Sector 20-A, Chandigarh CHANDIGARH, CHANDIGARH.

.....Complainant(s)

Versus

Qatar Airways IBE

PRESENT ADDRESS - Office, Mumbai through authorised person Phone 022  
40916000 CHANDIGARH, CHANDIGARH.

.....Opposite Party(s)

**BEFORE:**

**AMRINDER SINGH SIDHU , PRESIDENT  
BRIJ MOHAN SHARMA , MEMBER**

**FOR THE COMPLAINANT:**

**FOR THE OPPOSITE PARTY:**

**DATED: 20/01/2026**

**ORDER**

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

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|-----------------------|---|-------------|
| Consumer Complaint No | : | 280 of 2021 |
| Date of Institution   | : | 28.04.2021  |
| Date of Decision      | : | 20.01.2026  |

Surendra Adlakha, Permanent Resident of Sydney, Australia & address in  
India H.No.567, Sector 20-A, Chandigarh.

... .. Complainant

Versus

Qatar Airways IBE, IBE Office, Mumbai through authorized person Phone 022  
40916000, Email [tell-us@qatarairways.com.qa](mailto:tell-us@qatarairways.com.qa)

Authorized counsel Mr.Krishan Sinnadurai A/Chief Legal Compliance Officer for OP

eMail: [contractsdept@qatarairways.com.qa](mailto:contractsdept@qatarairways.com.qa)

**Fresh Address:**

Qatar Airways Head Office Address:

Bajaj Bhavan Gr Flr Opp Inox Cinema Nariman Point, Mumbai : 400021,  
Maharashtra, India.

Qatar Airways Website : [www.qatarairways.com](http://www.qatarairways.com)

... .. Opposite Party

**BEFORE: MR.AMRINDER SINGH SIDHU,      PRESIDENT**

**MR.B.M.SHARMA,                      MEMBER**

**Argued by:** Sh.Sunil Kumar Mukhi, Counsel for Complainant.

Sh.Jatin Parkash, Counsel for OP.

**ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT**

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1] The complainant has filed the present consumer complaint pleading that she is a Non Resident Indian having permanent residence in Australia. The complainant came to Chandigarh to visit her Chandigarh House, where her mother lives i.e. H.No.567, Sector 20-A, Chandigarh, in February 2020

i.e. prior to eruption of Covid-19 Pandemic but could not return to Australia booked for 18.03.2020. It is pleaded that due to Covid-19 Pandemic, the Ministry of Home Affairs issued guidelines after permitting certain flights from India to foreign countries and mandated the travel only after compliance with the guidelines. OP-Qatar Airways also issued similar guidelines (Annexure C-2) for special air travels norms and travel fare etc. As per guidelines, the air travel was possible only by allowing space of one seat between two seats and this put 50% extra burden of travel costs upon the users and therefore the cost of air travel increased substantially. The complainant had to return back to Australia and she opted to travel by Qatar Airways from Indira Gandhi International Airport Terminal-3 to Sydney Kingsford Smith Terminal-1 Australia on 29.04.2020. The amount of ticket charged, included additional charges for ensuring social distancing measures, was Rs.1,64,639/- towards one way fare of one person, in comparison to normal airfare which is about Rs.25,000/- one way or Rs.50,000/- return fare. Copy of the air ticket has been annexed with the complaint as Annexure C-1.

It is pleaded that as per travel advice/assistance issued by OP, the first part of the travel from Chandigarh to Delhi was undertaken by the complainant by bus service of M/s KTC (India) Pvt. Ltd. for which complainant paid Rs.5000/- as per ticket dated 28.04.2020 (Annexure C-3). The bus service charged sum of Rs.5000/- to comply with guidelines of the Government of India as otherwise the cost of travel from Chandigarh to Delhi never exceed Rs.1000/- by best of the buses or by train. In this bus journey, no social distancing norms were followed; the bus continued to take up

passengers from Ambala till Karnal and was full to its capacity and there was no provision of sanitization in the bus.

It is pleaded that in second part of travel i.e. from Delhi to Sydney by Qatar Airways, the complainant suffered mental agony since no social distancing was followed in the flight; the number of wash rooms was not sufficient to accommodate passengers of 14 hours flight; there was no spacing in seats as the flight was full without there being any distancing of one between the two passengers; the use of sanitizer and face mask was optional for passengers. The effect of carelessness on the part of OP-Qatar Airways to the extent that the general public was put to apprehension of ill health was part of risk that the public took to reach its homes and the risk that the airways took to earn exorbitant money due to pandemic in the entire world, but the worst part of the negligence was that the complainant received her luggage after three days and since she was sent to quarantine for 14 days by the Australian Government so she was not allowed to go out or meet any one so she was without her proper clothing and other daily necessities on top of all her medication. The complainant sent notice dated 08.05.2020 (Annexure C-4) to the OP that inspite of higher payment of travel charges, no special provisions were made in the airplane and thus the excess payment need to be refunded. The said notice was acknowledged by the OP vide its e-mail dated 28.06.2020 (Annexure C-5) wherein it has asked for various further details which were duly provided as per copy of the e-mail reply dated 03.07.2020 (Annexure C-6). The OP submitted reply by e-mail dated 16.08.2020 (Annexure C-7) wherein the complaint/grievances have been

evasively rejected to avoid any liability. Alleging the aforesaid act of OP amounts to deficiency in service and unfair trade practice on its part. Hence, the present consumer complaint has been filed by complainant with a prayer to direct the OP to refund a sum of Rs.1,64,639/- being the cost of air ticket and sum of Rs.5000/- being exorbitant cost of bus ticket; compensation for harassment & mental agony and cost of litigation expenses.

2] OP in its written version has stated that on the evening of 24.03.2020, the Govt. of India ordered a nationwide lockdown for 21 days, limiting movement of the entire population of India as a preventive measure against the Covid-19 Pandemic. On 25.03.2020, all domestic and international flights were shut due to Covid-19 Pandemic situation in India and a complete nationwide lockdown was underway. On 14.04.2020, the Govt. of India extended the nationwide lockdown until 03.05.2020.

It is stated that the Australian High Commission had announced special chartered flights in collaboration with Qatar Airways to assist Australians to return home. These special flights would depart on 28.04.2020 from Kolkata & Mumbai and Delhi & Chennai on 29.04.2020. The e-mail about the booking procedure was sent by the Australian High Commission to the list of Australians registered with the High Commission. The Australian High Commission team sent all the details about the flights, booking and payments to be made. The complainant has been issued PNR No.LVLHQC and E-Ticket No.157-2392715540 for her travel on the special chartered flight operated for the Australian High Commission as part of the repatriation of the Australian citizens from India. It was a repatriation chartered flight that was operated by Qatar Airways from Delhi to Doha for the Australian High Commission

thereafter connected on the flight to Australia from Doha with special permissions they had obtained from the Ministry of Home Affairs and the Govt. of India to evacuate Australian citizens stranded in India. The entire evacuation operations including allotment of tickets to passengers, bookings etc. was done by the Australian High Commission. All the standard procedures, circulars policies of Qatar Airways for scheduled commercial flights cannot be applicable for chartered flights. The complainant is aggrieved by the arrangements of travel made from Chandigarh to Delhi Airport, that were made by the Australian High Commission and there was no role of Qatar Airways involved in the same. Neither the complainant made bus company nor the Australian High Commission as a party to the present complaint. The DGCA circular for keeping the centre seats empty was only applicable for commercial scheduled flights and did not apply to chartered operations. The ticket prices were fixed with discussion with the Australian High Commission and these are chartered flights and not scheduled commercial flights and therefore prices between the two cannot be compared. As far as COVID restrictions are concerned, OP-Qatar Airways staff has followed all the prevailing guidelines at that point of time. The complainant's claim and contract for carriage is exclusively governed by the provisions of the Montreal Convention 1999 (the Convention) and the Convention sets out the only remedies available to the complainant. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OP has prayed for dismissal of the complaint.

3] Replication has also been filed by the complainant controverting the assertions of OP as made in its written version.

4] Parties led evidence in support of their contention.

5] We have heard the learned counsels for the parties and gone through the documents on record.

6] The complainant has filed the present consumer complaint alleging deficiency in service and unfair trade practice on the part of OP–Qatar Airways in relation to her travel from India to Australia during the Covid-19 Pandemic in April 2020. The complainant seeks refund of airfare of Rs.1,64,639/-, refund of Rs.5,000/- paid for bus travel from Chandigarh to Delhi, along with compensation for mental agony and litigation expenses.

7] It is an admitted position that during the relevant period, India was under a complete nationwide lockdown and all scheduled domestic and international flights stood suspended. The travel undertaken by the complainant on 29.04.2020 was under a special repatriation chartered flight, arranged by the Australian High Commission in extraordinary circumstances for evacuation of Australian citizens stranded in India. The complainant herself does not dispute that the said flight was operated during Covid-19 restrictions with special permissions. Once the flight in question is found to be a chartered evacuation flight, the complainant's attempt to compare the fare charged with normal pre-pandemic commercial airfare is wholly misconceived. Chartered flights, particularly evacuation flights during a global pandemic, are governed by separate arrangements, permissions and cost structures. The complainant has failed to place on record any material to show that the fare charged was arbitrary, illegal or fixed unilaterally by the OP.

8] As regards the allegations of non-maintenance of social distancing and Covid-19 protocols are concerned, the OP has categorically stated that all prevailing guidelines applicable to chartered operations at the relevant time were duly followed. The complainant has failed to place on record any binding circular, guideline or statutory mandate applicable to chartered repatriation flights requiring mandatory empty middle seats. The complainant has failed to place any cogent evidence on record to establish violation of any mandatory statutory or regulatory guideline applicable to the said chartered flight.

9] The grievance regarding the bus journey from Chandigarh to Delhi is wholly misconceived as the said arrangement was not made by the OP. The bus operator as well as the Australian High Commission, which coordinated the evacuation, have not been impleaded as parties. In the absence of any privity of contract or role attributable to the OP, no liability can be fastened upon it for the alleged deficiencies in the bus journey.

10] The plea regarding delayed delivery of luggage, by itself and in the facts of the present case, does not establish deficiency in service on the part of OP so as to warrant refund of entire airfare or grant of compensation, particularly when the complainant has not proved any actual loss suffered on account of the alleged delay.

11] It is well settled that inconvenience suffered due to circumstances arising out of force majeure events such as a global pandemic, governmental restrictions and emergency evacuations cannot be equated with deficiency in service unless clear negligence or unfair trade practice is established. In the

present case, the complainant has failed to discharge this burden.

12] In view of the above discussion, the complainant has failed to establish any deficiency in service or unfair trade practice on the part of OP.

Resultantly, the present consumer complaint is dismissed being devoid of any merit. No order as to costs.

13] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per Rules under The Consumer Protection Rules, 2020. After compliance file be consigned to record room.

**Announced**

20.01.2026

**Sd/-**

**(AMRINDER SINGH SIDHU)**

**PRESIDENT**

**Sd/-**

**(B.M.SHARMA)**

**MEMBER**

as

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**AMRINDER SINGH SIDHU**  
**PRESIDENT**

.....  
**BRIJ MOHAN SHARMA**

