

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM
Dated this the 29th day of December, 2025

Filed on:15. 06. 2023

PRESENT

Shri. D.B. Binu

Hon'ble President

Shri. V. Ramachandran

Hon'ble Member

Smt. SreevidhiaT.N

Hon'ble Member

CC.No. 385 of 2023

COMPLAINANTS:

1. Anil Baby, Aurmattom House, KCRA 209, 2nd Floor, Near Civil Station, Kakkanadu.P.O, Kochi-682030.

2. Sneha Rose Kurien, W/o Anil Baby, Arumattom House, KCRA 209 2nd Floor Near Civil Station Kakkanadu.P.O, Kochi-682030.

(Adv. Tom Joseph, Court Road, Muvattupuzha-686661)

VS

OPPOSITE PARTY:

M/s Sri. Vinayaka Travels No.36, Sajan Rao Road, V.V.Puram , Bangalore-560004, Rep by its Proprietor.

FINAL ORDER

D.B. Binu, President:

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

The complaint was filed under Section 35 of the Consumer Protection Act,2019. The complainants are the husband (1st complainant) and his wife (2nd complainant). The 2nd complainant had applied for the post of Scientist in NIELIT under the Ministry of Electronics & Information Technology and was directed to appear for a written examination on 21.05.2023 at Don Bosco Institute of Technology, Kumbalgodu, Bengaluru, with reporting time at 8.45 a.m.

For reaching the examination centre in time, the complainants booked two bus tickets with the opposite party on 20.05.2023 for a total fare of ₹3,174/-, based on the scheduled departure from Kochi at 9.05 p.m. and arrival at Majestic, Bengaluru at 6.00 a.m. on 21.05.2023.

However, during the journey, the bus suffered repeated disruptions—first, a tyre burst near Palakkad, causing a delay; secondly, a stoppage at Walayar check-post due to alleged non-payment of vehicle tax arrears; and thereafter, repeated breakdowns before Coimbatore. Owing to these issues, the complainants were compelled to arrange alternate travel and finally hired a taxi from Coimbatore to Bengaluru by spending ₹14,000/- to reach the centre in time. The complainants allege that the opposite party's failure to maintain the vehicle and clear tax dues amounts to a deficiency in service, causing financial loss and mental agony, and seek refund, reimbursement, compensation and costs.

2. Notice was issued by the Commission to the Opposite Party on 24.05.2024. The postal article was returned with the endorsement "unclaimed", which is treated as deemed service. Despite such service, the Opposite Party failed to file its written version within the statutory period; therefore, the Opposite Party was set ex parte.

3. The Complainant filed a proof affidavit and produced five documents, which were marked as **Exts. A1 to A5**.

4. POINTS FOR CONSIDERATION:

- i) Whether there is any deficiency in service or unfair trade practice by the opposite party?
- ii) If so, whether the complainant is entitled to any relief?
- iii) Costs of the proceedings, if any?

5. a. The complaint pertains to the hardships suffered by the Complainants due to the inordinate delay in reaching the destination, caused by recurring breakdowns of the bus operated by the Opposite Party.

- b. On the side of the Complainants, **Exts. A1 to A5** were marked. The Opposite Party was set ex parte.
- c. The Complainants had purchased tickets for travel from Kochi to Bangalore to enable the 2nd Complainant to appear for a written examination at 8.45 a.m. on 21.05.2023, as evidenced by **Ext. A1**.
- d. The arrival time at Bangalore was shown as 6.00 a.m. on 21.05.2023 in the ticket, as evidenced by **Ext. A2**.
- e. Owing to tyre bursting, lack of tools for replacement, delay at Palakkad, stoppage at Walayar check post due to non-payment of vehicle tax arrears, and repeated breakdowns before reaching Coimbatore, the Complainants were compelled to hire a taxi to reach the destination by spending ₹14,000/-, as evidenced by **Ext. A3**.
- f. On a perusal of **Ext. A4** series, it is seen that the bus reached the destination after about five hours beyond the scheduled time stated in **Ext. A2**.
- g. **Ext. A5** shows that the Complainants had taken up the matter with the Opposite Party, seeking compensation.
- h. The Complainants were put to severe hardship and mental agony due to the failure of the Opposite Party to operate the service with a roadworthy bus.

Notice was issued by the Commission to the Opposite Party on 24.05.2024. The postal article was returned with the endorsement “unclaimed”, which is treated as deemed service. Despite such service, the Opposite Party failed to file its written version within the statutory period; therefore, the Opposite Party was set ex parte.

The Opposite Party’s conscious failure to file a written version, despite due notice, warrants drawing an adverse inference against it. In these circumstances, the averments in the complaint remain unrebutted. The Complainants’ version is supported by

documentary evidence, and we find no reason to disbelieve the case put forward by the Complainants.

We have carefully considered the submissions advanced by the learned counsel for the Complainants and have perused the entire evidence on record, including the argument notes filed in the case.

The Complainants are “consumers” as defined under Section 2(7) of the Consumer Protection Act, 2019, having hired the transport service of the Opposite Party for consideration. The Opposite Party, despite being deemed service of notice, remained absent and was set ex parte. In such circumstances, the pleadings and evidence of the Complainants, supported by **Exts. A1 to A5** remain unrebutted.

The material on record shows repeated breakdowns, delays due to a tyre burst with no tools, stoppage at Walayar allegedly for tax arrears, and further breakdowns compelling the Complainants to make alternative arrangements and incur taxi expenses to reach the examination centre. A passenger transport operator is under a clear duty to provide a roadworthy vehicle and render the service with reasonable care and diligence. Failure to maintain roadworthiness and operational readiness, resulting in inordinate delay and compelling passengers to incur additional expenditure, squarely amounts to deficiency in service under Section 2(11) of the Act, and also reflects negligence in rendering the service.

6.Point (i)

Is there any deficiency in service or unfair trade practice by the Opposite Party?

The Complainants’ travel was undertaken for a time-bound purpose (written examination), evidenced by **Ext. A1**, and the scheduled arrival time is evidenced by **Ext. A2**.

The repeated breakdowns and delays, coupled with lack of basic preparedness (tools for tyre replacement) and stoppage at the check post due to alleged tax arrears, establish that the service was not rendered with reasonable care and diligence.

The inordinate delay shown in tracking records (**Ext. A4 series**) corroborates the Complainants' case. The Opposite Party having chosen to remain ex parte, the Complainants' evidence stands unrebutted, warranting an adverse inference.

Accordingly, the Opposite Party is held liable for deficiency in service and negligence in operating and maintaining the bus service.

7. Point (ii) & (iii): Reliefs and Costs.

Under Section 39 of the Consumer Protection Act, 2019, this Commission is empowered to grant appropriate reliefs including refund, reimbursement, compensation for loss/mental agony, and costs. In the present case, the taxi expenditure incurred by the Complainants is a direct consequence of the Opposite Party's deficient service and is supported by **Ext. A3**. The Complainants have also proved that they took up the grievance with the Opposite Party, as evidenced by **Ext. A5**, but no redress was provided.

Though the Complainants have claimed a higher amount as compensation, the Commission is duty-bound to award compensation that is just, reasonable, and proportionate to the proved loss and the attendant hardship and mental agony.

Costs of the proceedings are also awarded, considering the Opposite Party's failure to contest the matter despite due notice and the litigation burden borne by the Complainants.

We find that Points (i) to (iii) are answered in favour of the Complainants, as the materials on record establish deficiency in service and negligence on the part of the Opposite Party. As a consequence of such deficiency, the Complainants were put to considerable inconvenience, hardship, mental agony, and financial loss.

In view of the facts and circumstances of the case, we are of the considered opinion that the Opposite Party is liable to compensate the Complainants and grant the reliefs as determined herein.

Hence, the complaint is partly allowed as follows:

- I. The Opposite Party shall refund the ticket fare of **₹3,174/-** (Rupees Three Thousand One Hundred Seventy-Four only) to the Complainants, as evidenced by **Ext. A2**.
- II. The Opposite Party shall reimburse the taxi charges of **₹14,000/-** (Rupees Fourteen Thousand only) incurred by the Complainants, as evidenced by **Ext. A3**.
- III. The Opposite Party shall pay **₹25,000/-** (Rupees Twenty-Five Thousand only) to the Complainants as compensation for mental agony, hardship, inconvenience, and financial loss suffered due to the deficiency in service and negligence on the part of the Opposite Party.
- IV. The Opposite Party shall pay **₹5,000/-** (Rupees Five Thousand only) to the Complainants towards the costs of the proceedings.

The Opposite Party shall comply with the above directions within 45 days from the date of receipt of this order, failing which the amounts under **Points I to III** shall carry interest @ 9% per annum from the date of filing of the complaint (15.06.2023) till the date of realisation.

Pronounced in the Open Commission on this the 29th day of December, 2025.

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

**Sd/-
V. Ramachandran
Member**

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

Forwarded/By Order

Assistant Registrar

APPENDIX**Complainant's Evidence:**

- **Ext.A1** - **Copy of Hall ticket**
- **Ext.A2** - **Copy of bus ticket details**
- **Ext.A3** - **Copy of Payment Receipt issued by the taxi operator**
- **Ext.A4** - **Copies of the track status**
- **Ext.A5** - **Copy of email complaint sent to the opposite party.**

Opposite party's Evidence:-

Date of Despatch

By Hand::

By post::BR/