

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-VI
(NEW DELHI), 'M' BLOCK, 1STFLOOR, VIKAS BHAWAN,
I.P.ESTATE, NEW DELHI-110002**

Case No. CC/153/2024

IN THE MATTER OF:

Jhanvi Sharma

D/o Mr. Arvind Kumar Sharma,

R/o 11/22, Vasant Vihar,

New Delhi-110057

...Complainant

VERSUS

1. Air India

Airlines House 113,
Gurudwara Rakabganj Road,
Sansad Marg Area,
Parliament Street,
New Delhi-110001

Also At:-

Air India Limited,
Mezzanine Level, Shivaji Metro Sastation,
Baba Kharak Singh Road,
Hanuman Road Area,
Connaught Place,
New Delhi-110001

Also At:

Air India Limited
Sri Aurobindo Marg,
Safdarjung Airport Area,
Satya Sadan,
New Delhi-110037

Also At:

Air India Limited
Terminal-2, GST Building,
IGI Airport, Delhi-110037

Also At:-

Air India Limited
Terminal-2,

Indira Ghandi International Airport,
Delhi-110037

Also At:-

Air India Limited, (Registered Office)
Block-4, Vatika One on One,
Sector-16, NH 48, Industrial Estate,
Gurugram, HR-122007

...Opposite Party

Quorum:

Ms. Poonam Chaudhry, President
Sh. Shekhar Chandra, Member

Date of Institution: 06/05/2024
Reserved for Order: 13/11/2025
Date of Order: 05/01/2026

ORDER

Poonam Chaudhry, President

1. The present complaint has been filed under Section 35 of Consumer Protection Act, 2019 (in short CP Act) against Opposite Party (in short OP) alleging deficiency of service.
2. Briefly stated the facts of the case are that the Complainant is a consumer within the definition of Section 2(7) of the Consumer Protection Act, 2019.
3. It is alleged that the Opposite Party which operates a fleet of Airbus and Boeing aircrafts serving both domestic and international destinations. The

Complainant booked a Business Class Ticket of Air India Limited for traveling from San Francisco to Delhi bearing Flight No A10174. The E-Ticket No. was 098802397088301 and Booking Ref: 2W8TD4 whose departure details were 28th February 2024 at 9:15 A.M. and arrival date was 29th February 2024 at 14:35 P.M. IST. The ticket was priced at \$3,000.40 (US Dollars Three Thousand and Forty Cents) INR 2,49,151.72 (Rupees TwoLakhs Forty-Nine Thousand One Hundred Fifty-One and Seventy-Two Paise Only) which was booked through Expedia. E-Boarding pass ANNEXURE C-1 (Colly.).

4. It is also alleged the Complainant, while travelling on the flight from Sans Francisco to Delhi, had to face a lot of issues causing her mental agony and harassment during her entire duration of the journey. Complainant faced the following major issues during her entire journey from San Francisco to Delhi:
 - a. All the lavatories including First Class, of the Aircraft were dysfunctional for most of the duration of the flight and at the end of the journey the last 2 lavatories located at the tail end of the plane in the Economy Class started functioning for all the 200+ passengers which was in the worst conditions possible.
 - b. The electronics systems and the in-flight entertainment were not working.
 - c. The Privacy Screens were dysfunctional.

- d. The tray table was old and rusty, broken which made it difficult to place anything on them for longer durations.
 - e. The lifejacket covers placed inside the dividers of the seats were broken.
5. Complainant was left with no alternative but highlight the same issues vide e-mail dated 01.03.2024 to the Opposite Party.
6. It is alleged that the Opposite Party responded to the e-mail dated 01.03.2024 by admitting their deficiency in providing the services of 'Business Class' and not adhering to their standard as offered by the Opposite Party. In reply the Opposite Party has also offered the Complainant an amount of Rs.10,000/- by way of compensation.
7. It is also alleged the Complainant sent a legal notice to the Opposite Party vide notice dated 26.03.2024. The said legal notice was also delivered through e-mail dated 26.03.2024. That it is further alleged that the Legal Notice dated 26.03.2024 was also sent to the Opposite Party through speed post on 27.03.2024 the same was delivered to the Opposite Party on 28.03.2024; 30.03.2024; 01.04.2024 and 10.04.2024.
8. It is alleged that the Opposite Party replied to the Legal Notice sent via e-mail dated 26.03.2024 by admitting their deficiency in providing the services of 'Business Class' and not adhering to their standard as offered by the Opposite Party. Moreover, the Opposite Party offered the Complainant an amount of Rs.15,000/- by way of compensation vide e-

mail dated 28.03.2024. However, the Complainant refused to take the compensation through e-mail dated 07.04.2024 Annexure-7.

9. That the Complainant suffered physical inconvenience due to long air journey which also caused mental agony and mental harassment because of the defective seats in the aircraft of the Opposite Party during her entire duration of journey. Thus, the Opposite Party is bound to compensate the Complainant for the deficiency in service provided by the Opposite Party.
10. It is prayed that OP be directed to refund an amount \$3,000.40 (Dollars) (INR 2,49,151.72/-)(Rupees Two Lakhs Forty-Nine Thousand One Hundred Fifty One and Seventy Two Paise Only) being the ticket fare paid by the Complainant to the Opposite Party;
 - a. Direct the Opposite Party to pay an amount of Rs. 5,00,00/- (Rupees Five Lakhs Only) as a compensation to the Complainant for causing harassment, mental pain and agony due to their deficiencies in services;
 - b. Award pendente lite on the aforesaid amount from the date of institution of the present suit till realization and Rs.2,50,000/-(Rupees Two Lakhs Fifty Thousand Only) as cost of litigation, and
11. Notice of the complaint was issued to OP, upon which OP entered appearance, however as written statement was not been filed within the statutory period, the defence of OP stand struck off.

12. In support of his contentions, the complainant has placed reliance on a decision rendered by a District Consumer Commission, Chandigarh in the case of '*Rajesh Chopra Vs Air India Limited*' CC 270 of 2023 decided on 02.02.2024. The facts of the said case was almost identical to the present one. The learned Consumer Commission granted compensation and litigation expenses to the complainant.
13. The District Consumer Commission South Mumbai in the case of '*Rear Admiral Anil Kumar Saxena Vs, Air India Ltd.,*' granted compensation for causing mental agony and litigation expenses as the seat provided to the complainant was defective which caused severe physical pain and discomfort to the complainant.
14. Under the Consumer Protection Act, 2019, an airline is a "service provider" and a passenger who has paid for a ticket is a "consumer". If the airline fails to provide facilities that are mandatory under DGCA rules (like food, water, AC, communication, accommodation, or information about delay/cancellation), that amounts to "deficiency in service". The passenger can then claim for refund and/or compensation.
15. Keeping in view the facts and circumstances of the present case, this Commission is of the view that the complainant will be entitled for compensation for causing mental agony and harassment for not providing the facilities for which considerable amount was charged by OP. This Commission, therefore, directs the OP to pay Rs. 50,000/- (Rupees Fifty

Thousand) to the complainant as compensation and Rs. 50,000/- (Rupees Fifty Thousand) as litigation expenses to the complainant. We are not inclined to pay tickets amount as they have already availed it.

A copy of this order be provided/sent to all the parties free of cost.

The order be uploaded on the website of this Commission.

File be consigned to record room along with a copy of the order.

Poonam Chaudhry
(President)

Shekhar Chandra
(Member)