

INFOLEX
CONSULTANTS

LEGAL INSIGHTS:
AVIATION
&
AIRWAYS

RECENT IMPORTANT LEGAL DEVELOPMENT

1. UPON CANCELLATION OF FLIGHT, AIRLINES ARE LIABLE TO REFUND THE TRAVEL FARE.

In the case titled as *Yadavu P B v. Air Asia India Limited* [CC/162/2024], the Ld. DCDRC, Thrissur, had noted that the failure to refund the amount even after cancellation of the flight constitutes deficiency in service under Section 2(11) of the Consumer Protection Act, 2019.

“The complainant certainly suffered harassment and inconvenience due to sudden cancellation of the flight, moreover repeated failed attempts to secure a refund, and non-responsiveness of the complainant constrained to initiate legal proceedings for a small sum. Airlines are expected to maintain customer-friendly refund mechanisms, especially in cases where cancellation is attributed to them.” Court noted.

2. WRONGFUL DENIAL OF BOARDING TO A PASSENGER TOWARDS FOLLOWING INTERNATIONAL TRAVELLING PROTOCOLS, MAKES AN AIRLINE LIABLE.

In the case titled as *Rishabh Sharda & Anr. v. Air India Limited & Ors* [CC/113/2023], the Ld. DCDRC, Delhi VI, had noted that Air India's justification for denying boarding — lack of hotel booking proof—was unsupported, as no evidence was produced to show any instruction from the Airline Liaison Officer of the Embassy of Spain.

In fact, the Embassy later confirmed that it had issued no such direction. The Commission noted the inconsistency in Air India refusing boarding on 27.07.2022 but allowing the complainants to fly on 29.07.2022 without any new documents, which invalidated the airline's defence. Holding that the denial of boarding caused unnecessary harassment, humiliation, and financial loss, the Commission concluded that Air India was deficient in service.

3. FORCING PASSENGERS TO PAY FOR PRE-BOOKED SEATS, DESPITE FREE AVAILABILITY, CONSTITUTES UNFAIR TRADE PRACTICE.

In the case titled as “*Emirates Airlines vs. Dr. Keshab Nandy & Anr.*” (A/2021/15), it was held by the Ld. SCDRC, Maharashtra, that:

8. [...] Ministry of Consumer Affairs, Food and Public Distribution Department of Consumer Affairs have issued guidelines for Prevention and Regulation of Dark Patterns. The said guidelines were issued in the year 2023, wherein the ‘Dark Patterns’ is defined. [...]

9. If we perused the definition of dark patten, it can be said that in the present case by not providing proper information regarding availability of free seats to Complainant, the Opposite Party has violated the consumer rights and also played unfair trade practice and caused trauma and mental agony to the Complainants.

4. AIRLINES LIABLE FOR PROVIDING UNHYGIENIC AND STAINED SEATS.

In the case titled as *Ms. Pinki v. Indigo Airlines* [CC/58/2025], the Ld. DCDRC VI, New Delhi, had noted that:

33. Such practices are considered prejudicial to consumer interest and constitute a "deficiency in service" when linked with the actual provision of substandard or misrepresented services. An airline is expected to maintain a minimum standard of cleanliness and hygiene. Dirty seating arrangements constitute a direct violation of consumer expectations and the airline's contractual obligations.

5. AIRLINES LIABLE FOR DELAY IN FLIGHT AFTER ON-BOARDING PASSENGERS, LEADING TO CAUSING MENTAL AGONY TO PASSENGERS INSIDE.

In the case titled as **Main Wati Devi & Anr. v. Alliance Air Aviation Limited** [DC/84/CC/242/2022], the Ld. DCDRC South West Delhi, New Delhi, had noted that:

21. There is nothing on record that the delay was on account of the reasons beyond the control of OP. The delay is of near about 6 hours. The information for delay was not provided to the passengers including complainants. There is negligence on the part of the OP in maintaining the aircraft as engineering snag was allegedly detected after the aircraft was pushed from its bay at 1255 hrs. though the departure time was 11.30 hrs. The passengers were de-boarded but no provision was made even to give water what to talk of meal to the passengers. The long wait of the passengers for departure is nothing but a mental torture especially when passenger has to reach by 9.30 a.m. There was deficiency of service on the part of OP.

6. AIRLINES LIABLE FOR FAILURE TO DELIVER CHECKED-IN BAGGAGE SAFELY.

In the case titled as **SpiceJet Limited. v. Kapil Singh Pal** [FA/59/2024], the Ld. SCDRC, New Delhi, had noted that:

16. It remains an undisputed fact that the Appellant failed in its fundamental obligation to safely deliver the checked-in baggage of the Respondent. The District Commission rightly observed that the Appellant failed to exercise the reasonable degree of care and caution in handling the baggage. Even otherwise, the Appellant has not produced any cogent material to controvert the factual findings of the District Commission, at the appellate stage. Given that the Appellant was entrusted with the custody of the baggage as a bailee under the law, the Appellant had a legal duty to ensure its safe and timely return. The failure to fulfil this obligation constitutes a clear deficiency in service under the Consumer Protection Act, 2019, and accordingly, the Appellant is liable to compensate the Respondent for the resultant loss and inconvenience.

7. SUDDEN CANCELLATION OF FLIGHT WITHOUT PROVISION OF AN ALTERNATIVE TICKET, AMOUNTS OF DEFICIENCY IN SERVICES.

In the case titled as **Mr. Surendra Singh & Ors. v. Vistara Airlines** [CC/289/2024], the Ld. DCDRC - VI, New Delhi, had noted that:

10. We have gone through the record. The complainants have placed on record by way of evidence, the supporting documents which establish that the complainants had booked/reserved for their onward journey and paid for hotel/guest house and train tickets. The complainants have also placed on record a cancellation message received from the OP informing the complainants that their tickets have been cancelled without assigning any reason or making any alternative arrangement.

11. We find force in the submissions of the complainants. The complaint is allowed. [...]

8. FAILURE TO INFORM CANCELLATION OF FLIGHT AMOUNTS TO DEFICIENCY IN SERVICES.

In the case titled as **Sujana Sathendran & Ors. v. Clear Trip Pvt. Ltd.** [CC/162/2023], the Ld. DCDRC, Bangalore - III, had noted that:

“On the scheduled journey day, the complainants arrived at the airport and learned that the flights had been cancelled. They did not want to cancel the trip, so they got tickets with Indigo Airlines, paying higher prices due to the opposite party's lack of service. These factors constitute a deficiency of service by both parties. As a result, this Commission directs the opposite party No. 1 and opposite party No. 2 jointly and severally to pay the complainants a Rs. 1,06,660/-with 9% interest from the date of booking.i.e.. from 18.03.2023 until realization, as well as Rs.20,000/- for inconvenience and mental agony. Furthermore, Rs.10,000/-is awarded to cover the cost of litigation.”

9. RESCHEDULING FLIGHT TO DIFFERENT ROUTE WITHOUT CONSENT, AMOUNTS TO DEFICIENT SERVICES.

In the case titled as *Adithi Shetty v. The Manager, Air India* [CC/293/2023], the Ld. DCDRC, Bangalore, had noted that:

“10. By perusing the pleadings and evidence placed before this commission, it is proved that complainant has booked air ticket from OP for her study purpose. She was supposed to report at university on or before 16.08.2021 and planned to travel on 12.08.2021. She paid Rs.1,02,476/- by economy class and the receipt has issued by OP, which is at Ex.P.1. Without any intimation or the consent of the complainant, OP airlines cancelled the scheduled flight dated 12.08.2021 and automatically rebooked the ticket for complainant for a trip of Bangalore to Delhi in flight No. AI 505 and Delhi to San Francisco in AI 183 for the journey date 21.08.2021. [...]

13. Though OP is well aware that, they have not rendered any service to the complainant, more than that they caused inconvenience, a panic situation, they deducted the amount out of the amount she paid while refunding the amount. OP is liable [...]

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