INFOLEX
CONSULTANTS

Legal Insights:
Holiday & Leisure

1. **FAILING TO PROVIDE A BOOKED HOLIDAY PACKAGE OR REFUND THE AMOUNT PAID, CONSTITUTES DEFICIENCY IN SERVICE AND UNFAIR TRADE PRACTICE.**

   In the case titled as ***Rajni v. The Bouitique Club*** *[DC/AB1/44/CC/139/2025]*, before the Ld. DCDRC, Chandigarh, it was observed that the complainant had clearly proved payment of ₹15,000 to OP No.1 and ₹65,000 to OP No.4 towards booking of the holiday package. Despite receiving the total amount of ₹80,000, the opposite parties neither provided the promised holiday package nor refunded the money. The Commission noted that such conduct constituted deficiency in service as well as unfair trade practice, which caused physical harassment and mental agony to the complainant.

   The Commission further observed that the opposite parties failed to file any written statement or evidence to rebut the complainant's claims, and hence her contentions remained unrebutted and uncontroverted.

2. **NON-PROVISION OF FREE DRINKING WATER WITHIN THE CINEMA PREMISE, AMOUNTS TO UNFAIR TRADE PRACTICE.**

   In the case titled as ***Sreekanth Indukkaparakkal v. Manager / Person In Charge, PVR Cinema*** *[CC/416/2022]*, before the Ld. DCDRC, Ernakulam, it was observed that:

   "Accordingly, the Opposite Parties are hereby directed to strictly comply with their undertaking and ensure the uninterrupted availability of RO-filtered drinking water to all customers during business hours within the premises. The facility shall be maintained in a clean and hygienic condition, and conspicuous notice boards shall be displayed at appropriate places within the multiplex premises informing customers of the availability of free RO-filtered drinking water, in the interest of consumers."

3. **ARBITRARILY WITHHOLDING AMOUNT PAID UNDER HOLIDAY MEMBERSHIP PACKAGE, AMOUNTS TO UNFAIR TRADE PRACTICE AND DEFICIENT SERVICE.**

In the case titled as ***Astha Gupta v. Country Holidays Inn & Suites*** *[CC/127/2022]*, before the Ld. DCDRC, Delhi (West), it was observed that:

11. The upshot of our foregoing discussion is that the OP has arbitrarily not refunded the amount of Rs.2,16,000/- to the complainant despite making a request for refund thereof, by harping on the signed membership agreement as stated in their email dated 07.07.2021, which was never supplied to the complainant. No loss has been occasioned to the OP in seeking cancellation of membership by the complainant as no services from them admittedly have been taken.

12. Following the ratio of the aforementioned judgment and keeping in view the fact that the averments of complainant have remained unrebutted since the OP has chosen not to contest these proceedings, we hold that the OP has been deficient in not refunding the amount deposited with them by the complainant especially when no services have been availed by the complainant from them.

4. **DESPITE ISSUANCE OF MULTIPLE REMINDERS, NON-BOOKINGS OF VACATION PLAN, DUE TO NON - PAYMENT OF COMPLETE ANNUAL MEMBERSHIP CHARGES AND ANNUAL MAINTENANCE CHARGES, DOES NOT CONSTITUTE DEFICIENCY IN SERVICES AND UNFAIR TRADE PRACTICE.**

In the case titled as ***Country Club Hospitality & Holidays Ltd. & Anr. v. Rajeev Vohra*** *[FA/162/2024]*, before the Ld. SCDRC, Punjab & Haryana, it was observed that:

22. From the reading of above clauses, it is clear that the Complainant was only entitled to avail the Holiday benefits on clearing all the dues. There was no dispute that an amount of Rs.10,000/- was due to be paid against the Membership Charges. […] It was held by the Hon'ble Supreme Court number of judgments that the parties are governed by the terms of the contract/agreement. Therefore, we are of the view that the Complainant had to clear all the dues before availing the Holidays.

24. Moreover in the Complaint, the Complainant has concealed the fact regarding any Agreement with the OPs in which all the details about the holidays were explained under various class. So in the circumstances of the concealment of facts, he was not entitled to any relief.

5. E-TRAVEL INTERMEDIARY PLATFORMS LIABLE FOR FAILING TO UNDERTAKE BOOKINGS, DESPITE RECEIVING PAYMENTS.

In the case titled as ***Sh. Raj Rishi Aneja v. MakeMyTrip*** *[CC/287/2024]*, before the Ld. DCDRC - I, New Delhi, it was observed that:

31. The OP's claim that there was no deficiency in service on their part due to the refund of ₹15,359/- is hereby rejected. It is noted that the OP failed to take any proactive steps to assist the Complainant during the course of his trip, as a result of which the Complainant was compelled to make alternate arrangements on his own. Moreover, the Opposite Party has not provided a satisfactory explanation for the failure in confirming the hotel booking. This lapse has caused considerable mental agony and harassment to the Complainant and his wife.

32. […] Such negligence is particularly unacceptable when dealing with elderly travellers, for whom comfort, certainty, and reliability are of paramount importance. The mere issuance of a future gift voucher does not absolve the OP of its shortcomings or the deficiency in service rendered.

6. ARBITRARY CANCELLATION OF BOOKINGS BY E-TRAVEL INTERMEDIARY PLATFORMS, CONSTITUTE UNFAIR TRADE PRACTICE AND DEFICIENCY IN SERVICE.

In the case titled as ***Airbnb India Private Limited v. Mr. Varun Mirchandani*** *[FA/486/2023]*, before the Ld. SCDRC, New Delhi, it was observed that:

23. It is pertinent to note that the Appellant itself, as part of its admitted operations, provides services to its affiliated companies to assist in expanding their operations in India. This includes enabling Indian consumers to list, discover, and book accommodations globally. Additionally, it cannot be denied that the Respondent's booking was confirmed and subsequently canceled a month after confirmation and only four days prior to the Respondent's scheduled arrival in London.

24. The District Commission was justified in its observation that if only Airbnb Ireland is responsible for any deficiency, then it would lead to a situation where Airbnb entities operating in India, which admittedly engage in promotion and marketing for Airbnb's global services, could avoid liability entirely. Consequently, we concur with the District Commission's finding that it was within its jurisdiction to entertain the complaint and address the Respondent's grievance.

7. INTERMEDIARIES CAN BE HELD LIABLE FOR CANCELED ARRANGEMENTS FROM THE END SERVICE PROVIDERS.

In the case titled as ***Goibibo Com v. Amrit Pal Jaiswal & Ors.*** *[RP/2544/2023]*, before the Ld. NCDRC, New Delhi, it was observed that the primary issue was whether Goibibo, as an intermediary, could be held liable for refunding customers when an airline fails to provide service. The Commission, referencing Goibibo's refund guidelines and a Jet Airways circular, rejected Goibibo's claim that it had no liability. It noted that Goibibo is not simply a facilitator but also earns a commission, implying a responsibility to manage refunds for cancelled bookings. The National Commission upheld the State

Commission's decision, stating that there was no jurisdictional error or irregularity in the lower courts' findings, which were based on evidence and aligned with legal principles established by the Supreme Court. Hence, the revision petition was dismissed.

8. INTERMEDIARY PLATFORM / ENTITY LIABLE FOR DELAY IN PROCUREMENT OF VIA, LEADING TO CANCELLATION OF A TRIP.

In the case titled as ***Hamsaveni Balakrishna v. M/s Thomas Cook (India) Limited*** *[CC/230/2023]*, before the Ld. DCDRC - III, Bangalore, it was observed that:

14. The opposite party acknowledges the initial booking and subsequent cancellation due to the pandemic. They argue that they facilitated the tour and visa processing but had no control over the embassy's decision and the visa approval date. The opposite party offered a rescheduling option with additional costs, which the complainant did not accept.

15. After careful consideration of the above discussion and evidence presented by both parties, this commission is of the view that the complainant is entitled to a refund of the amount paid, which is Rs.4,39,000/-, as acknowledged by the opposite party, with interest at 9% from the respective dates of payments made.

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