

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 26.04.2025

Date of final hearing: 06.09.2025

Date of Pronouncement: 01.11.2025

Consumer Complaint No.-164/2025

IN THE MATTER OF

Tarun Kumar Chaurasia Upper Barol, Near Sajjan Hotel, Dharamshala (T),
Kangra-176215, Himachal Pradesh.

(Through: Ms. Aashima Kalra, Advocate)

.....Complainant

Versus

1. Thai Lion Air, through Manager/Secretary/Director.

Address 1: Thai Lion Air, Chhatrapati Shivaji Maharaj International Airport,
Mumbai, Maharashtra 400099.

Address 2: Thai Lion Air, Kempegowda International Airport, KIAL Road,
Devanahalli, Bengaluru, Karnataka 560300.

Address 3: Thai Lion Air, Sri Guru Ram Dass Jee International Airport, Ajnala
Road, Raja Sansi, Amritsar, Punjab 143101.

2. Directorate General of Civil Aviation, Aurobindo Marg, Opposite
Safdarjung Airport, New Delhi-110003, through its director.

(Already Ex-parte)

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra

Members: Ms. Arti Sood

Present:- Ms. Aashima Kalra, Ld. counsel for complainant.

Opposite parties already ex-parte.

PER: Mr. Hemanshu Mishra, President:-

O R D E R

The complainant has filed instant complaint seeking direction to the opposite party(s) as under:-

- a. Direct the Opposite Party 1 to reimburse the amount of INR 2,527/- towards the cost of the non-refundable hotel booking that was rendered unusable due to the unilateral rescheduling of Flight SL0214.
- b. Direct the Opposite Party 1 to pay Compensation of INR 200,000/- for mental agony, harassment, and inconvenience caused due to the flight rescheduling and the failure to provide basic amenities onboard.
- c. Direct the Opposite Party 1 to pay the Cost of Litigation of INR 50,000/- incurred for the issuance of legal notice.
- d. Impose suitable penalties and punitive measures on the Opposite Party 1 & 2 to deter similar unfair trade practices or restrictive trade practices in the future.
- e. Direct the Opposite Party 1 to discontinue the unfair trade practice or restrictive trade practice and not to repeat them.

2. Brief facts giving rise to the present complaint are that complainant along with his family had booked air tickets with Opposite Party No.1 for travel from Amritsar (ATQ) to Bangkok Don Mueang (DMK) and back, scheduled from 13th January 2025 to 20th January 2025, under PNR SMZTFW, Flight No.SL0214. The said booking was made as part of a pre-planned itinerary which included pre-booked hotels and inland travel arrangements in Bangkok and Pattaya, Thailand. Subsequently, the Opposite Party No.1 unilaterally rescheduled the flights from 13th-20th

January 2025 to 14th-21st January 2025 without my consent, thereby causing severe disruption to itinerary, financial losses, and professional inconvenience. Per complainant, due to the rescheduling, complainant incurred losses including a non-refundable hotel booking worth INR 2,527/- and was compelled to restructure trip at additional costs. During the journey from Amritsar to Bangkok, Opposite Party No.1 denied drinking water to complainant and his minor children on the ground that only Thai Baht was accepted for purchase of water. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

3. Notices were sent to opposite party(s) by this Commission, which were duly served, but none appeared on behalf of opposite party(s) and opposite party(s) were proceeded ex-parte.

4. The complainant was called upon to produce evidence. In order to prove his complaint, complainant has filed affidavit Ext.CW-1 along with documents Annexures C-1 to C-7.

5. On the other hand, opposite party despite of valid service did not bother to contest the complaint and opted to remain ex-parte.

6. We have heard learned counsel for the complainant and have gone through the case file minutely.

7. Admittedly, the complainant along with his family had booked

air tickets with Opposite Party No.1 for travel from Amritsar (ATQ) to Bangkok Don Mueang (DMK) and back, scheduled from 13th January 2025 to 20th January 2025, under PNR SMZTFW, Flight No.SL0214. Per complainant, the said booking was made as part of a pre-planned itinerary which included pre-booked hotels and inland travel arrangements in Bangkok and Pattaya, Thailand.

8. The complainant in his affidavit Ext.CW-1 has deposed that the opposite party No.1 unilaterally rescheduled the flights from 13th-20th January 2025 to 14th-21st January 2025 without his consent and the complainant had suffered financial loss and professional inconvenience. Per complainant, complainant incurred losses including a non-refundable hotel booking worth Rs.2,527/- and was compelled to restructure trip at additional costs. It was further alleged that during journey opposite Party No.1 denied drinking water to complainant and his minor children on the ground that only Thai Baht was accepted for purchase of water.

9. The passenger comment form is Annexure C-4, wherein crew on board named Sunisa has signed the statement given by the passenger Sh. Tarun. The statement is that there is no free provision for regular water in the flight and when complainant tried to purchase the water he was denied on the ground that Thai Baht was accepted. The complainant is having two kids aged 10 & 15 years and kids were thirsty and no food is provided due to non availability of Thai Bhat (currency).

10. The Opposite party despite of valid service did not bother to contest the complaint and opted to remain ex-parte. Thus, evidence adduced by the complainant remains unrebutted and unchallenged. There is no reason to disbelieve the cogent and convincing evidence adduced by the complainant.

11. We conclude that the opposite party No.1 has committed deficiency in service by keeping the minor kids of the complainant thirsty for six hours long journey.. The crew of the opposite party No.1 has not even committed deficiency in service, but the basic human rights have also been violated in the present case. Even the rescheduling of flight, without the prior consent of the complainant is also deficiency in service. Hence, complaint deserves to be allowed.

12. Accordingly, the complaint is allowed and opposite party No.1 is directed to reimburse an amount of Rs.2,527/- to the complainant alongwith interest @ 9% per annum from the date of complaint till its realization. Apart from this, opposite party No.1 is also directed to pay compensation to the complainant to the tune of Rs.1,00,000/-, besides litigation cost quantified as Rs.10,000/-.

13. Applications pending, if any, stand disposed of in terms of the aforesaid order.

14. A copy of this order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986/2019. The order be

uploaded forthwith on the website of the Commission for the perusal of the parties.

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

(Hemanshu Mishra)
President

(Arti Sood)
Member