

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II,
U.T. CHANDIGARH

Consumer Complaint No : 984 of 2019
Date of Institution : 26.09.2019
Date of Decision : 22.12.2023

Kasim son of Sh.Munna, H.No.709/20, Babu Dham Colony, Sector 26, Chandigarh

.....Complainant

Versus

Yatra Online Private Limited, 1101-03, Tower B, 11th Floor, Unitech Cyber Park, Sector 39 Gurgaon 122002

..... Opposite Party

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by : Sh.Devinder Kumar, Counsel for the complainant along with Sh.Raj Kishore,
Advocate

Sh.Dixit Garg, Counsel for the OP

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

The complainant has filed the present complaint pleading that he booked an air-ticket for his son namely Mohd.Wasim vide Booking Reference No.YT-37502733, booked by Anurag Mishra, through OP and made Online payment of Rs.59,000/- to OP, for travel date as 03.09.2019 for the route Delhi to Toronto, but the OP Company booked instead booked the air-ticket for the route Delhi to Madrid, Madrid to Lisbon and Lishon to Toronto vide Ticket No.0479440816133. It is stated that on 29.08.2019, the complainant requested the OP to cancel the said air-ticket as his son requires Transit Visa if travel on the said air-ticket by the OP assured that there is no problem on this air-ticket and his son can travel. It is submitted that on the schedule date i.e.

03.09.2019, the son of the complainant was denied the entry at Delhi Airport on said air-ticket and ultimately, the complainant had to purchase new air-ticket for Toronto vide Ticket No.CX/ETKT 160-3434796670 on payment of Rs.88,000/-. It is stated that the complainant agitated the matter with the OP and sought refund but nothing was done. Hence, this complaint has been filed alleging the act & conduct of the OPs as deficiency in service and unfair trade practice, with a prayer to direct the OP to refund an amount of Rs.59000/- and compensation for the harassment.

2] After notice of the complaint, the OP has put in appearance and filed written version and submitted that the tickets were booked by the Complainant offline over call on 26.08.2019 for Toronto via Madrid and the same has been informed to the Complainant, the details of which were shared with the Complainant through email dated 26.8.2019. It is submitted that the tickets were confirmed for the Complainant on receipt of 'Go ahead' email from the complainant. It is submitted that the Complainant had inquired about the Transit Visa from the OP over call and he was informed that the requirement to carry Visa can be confirmed by the Local Embassy or the Airlines and further that if the same has been written on the Website of OP that Visa is necessary, then the complainant has to carry the Visa. It is also submitted that the answering OP also stated that the Complainant could proceed with cancellation of his ticket for free within 23 hours on the date of booking, but the complainant over the call stated that he would like to reschedule to a Flight without transit visa, but the same was not available, so a cancellation mail was sent to the Complainant. It is pleaded that the the Complainant though confirmed the cancellation but thereupon over call again denied the cancellation as he did not want to damage the Voucher of Rs.25,000/- which was non refundable. It is also pleaded that the answering OP also sent the rescheduling charges over the email on 30.08.2019 but the complainant did not revert to the said email. It is asserted that answering OP did not assure the complainant that Transit Visa is not required and in fact he has been informed that Transit Visa is required if it has been mentioned on the Website of the OP. Further, the OP also asked the complainant to check with the Local Embassy and Airlines for the requirement to carry the Visa and given the option to cancel the ticket and book a new ticket, but he never confirmed the cancellation.

Denying all other allegations and pleading no deficiency in service, the OP has lastly prayed for dismissal of the complaint.

3] Replication has also been filed by the complainant controverting the assertions of OP made in the written version.

4] Parties led evidence in support of their contentions.

5] We have heard the Id.Counsel for the contesting parties and have gone through the entire record including written arguments.

6] The main question in the present complaint is whether there is deficiency in service or unfair trade practice on the part of the OP, as alleged by complainant, or not?

7] To find out answer to this question, it is important to take into consideration the following facts and circumstances of the present complaint:-

The complainant has alleged that he booked an air-ticket for his son-Mohd.Wasim through OP by making Online payment of Rs.59,000/- for travel date 03.09.2019 for the shorter route from Delhi to Toronto, but the OP instead booked having route Delhi to Madrid, Madrid to Lisbon and Lisbon to Toronto (Annexure C-1), which required Transit Visa as a result, his son was denied the said journey on said air-ticket. It is stated that the complainant had to purchase new air-ticket on payment of Rs.88,000/-, which was issued for the route Delhi to Toronto via Hong Kong (Ann.C-2) and it did not require Transit Visa on.

8] It is observed that the OP has failed to provide the professional services & guidance to the complainant for which their services have been hired. It is also observed that the OP being professional agency was duty bound to provide hassle free and shortest route of Delhi to Toronto as desired by the complainant and it is clear that they failed to properly guide & provide the due services to the complainant for which their services were hired. Thus, it is held that the OP has failed to provide the professional services to the complainant and therefore committed deficiency in service as well as indulged into unfair trade practice.

9] Taking into consideration the above discussion & findings, the present complaint deserves to be partly allowed and the same is accordingly partly allowed against OP. The OP is directed to refund an amount of Rs.56,504/- to the complainant along with interest @9% p.a. from the date of payment till its actual payment to the complainant.

This order be complied with by OP within ninety days from the date of receipt of its certified copy.

10] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per rules & law under The Consumer Protection Rules & Act accordingly. After compliance file be consigned to record room.

Announced

22.12.2023

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER