

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

No. DCDRC/ND/1182-84 Case No. CC/58/2025

Date :- 18/07/2025

IN THE MATTER OF:

Ms Pinki,
W/o. Mr. Vinod Kumar,
R/o. D-145, Anand Niketan, Chanakya Puri.
New Delhi-110021

...Complainant

VERSUS

INDIGO AIRLINES
(InterGlobe Aviation Limited)
Regd. Office. Upper Ground Floor,
Thaper House, Gate No. 02. Western Wing.
124, Janpath, New Delhi 110001 (India).
also at:
Corporate Office at
Third floor, Emaar Capital Tower II.
Sector-26, Sikanderpur Ghosi, M.G.Road,
Mehrauli - Gurgaon Road,
Gurugram, Haryana-122022 (India).

...Opposite Party

Quorum:

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

Date of Institution: 11/03/2025
Reserve for Order: 29/05/2025
Date of Order: 09/07/2025

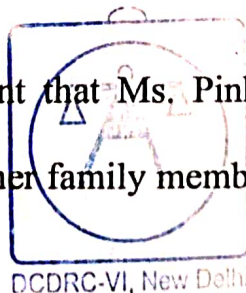
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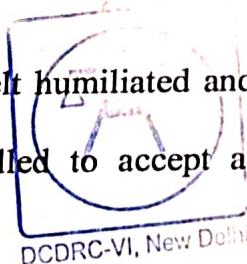
ORDER**BARIQ AHMAD, MEMBER.**

1. The present complaint has been filed under section 35 of Consumer Protection Act, 2019 (in short CP Act-2019) against Opposite Party (in short OP) alleging deficiency of service.
2. Briefly stated, the facts of the case are that the Complainant is a law-abiding senior citizen of India, aged about 60 years, and qualifies as a 'consumer' within the meaning of Section 2(7)(ii) of the Consumer Protection Act, 2019. A consumer is defined as a person who buys any goods or hires or avails of any services for a consideration paid or promised to be paid.
3. It is stated that the Opposite Party is engaged in the business of providing aviation services in both domestic and international sectors. The Opposite Party claims to offer affordable fares, punctual flights, and a courteous, hassle-free travel experience across its extensive network. It further asserts that low cost does not equate to low quality, and highlights its fleet of approximately 400 aircraft operating over 2,100 daily flights, connecting more than 125 destinations, including over 35 international locations.
4. It is submitted by the Complainant that Ms. Pinki (Seat 5F – Window), along with her husband and two other family members/relatives, had booked



air tickets through Motherson Air Travel Agencies Ltd. on 27.12.2024, at a cost of ₹48,739.60 (one-way), under Ticket No. BT7GNI-14, for the sector GYD/DEL.

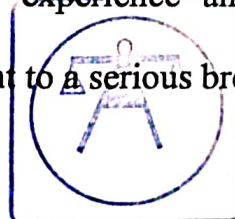
5. It is submitted by the Complainant that on 02.01.2025, the Complainant boarded IndiGo Flight No. 6E1804 (Airbus A321) from Baku — Heydar Aliyev International Airport, Azerbaijan (GYD) to New Delhi — Indira Gandhi International Airport, Terminal III (DEL). The scheduled departure time from Baku was 00:45 hours on 02.01.2025, and the scheduled arrival time at New Delhi Terminal III was 06:30 hours IST on the same day.
6. It is alleged that upon boarding the aircraft, the Complainant was shocked to experience the false and misleading claims made by the Opposite Party regarding the quality of services provided to passengers of IndiGo Airlines, as the seats were found to be unhygienic, dirty, and stained.
7. It is stated that upon promptly bringing the same to the notice of the airhostess, her courteous attitude was bewildering, as according to the airhostess the seats were not stained nor dirty but later exhibited her helplessness to provide a clean and hygiene friendly seat to the Complainant
8. It is submitted that the Complainant felt humiliated and found herself in a helpless situation, as she was compelled to accept a dirty seat despite



expressing her strong objection. As an alternative, the air hostess offered her an isolated seat in the 14th row (Seat 14E – middle), thereby separating her from her accompanying relatives.

9. It is further alleged that the Complainant endured harassment and emotional distress throughout the duration of the flight, which caused her considerable mental anguish. Such an experience, particularly on an international sector, reflects the Opposite Party's hollow service claims and amounts to irresponsible and insensitive conduct.
10. It is alleged that the Opposite Party treated the Complainant as a gullible customer, contrary to their stated claims, motto, and philosophy as quoted on their official website. The lofty assurances made by the Opposite Party stand in stark contrast to the actual travel experience endured by the Complainant.
11. It is alleged that the poor quality and detrimental service extended to customers like the Complainant on international sectors reflects not only substandard service but also amounts to misconduct. Such conduct by the Opposite Party clearly demonstrates gross deficiency in service. While passengers place their trust in the airline to ensure a hassle-free and comfortable journey, the harrowing ~~experience~~ and indifferent attitude exhibited by the Opposite Party amount to ~~a~~ serious breach of trust.

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12. It is further alleged that the Complainant was treated in a dismissive and insensitive manner by the Opposite Party, leaving her in a confused and distressed state. Such treatment not only reflects the poor quality of service but also indicates intentional and malafide conduct. The experience stands in stark contrast to the image and standards expected of an airline representing the country on international platforms.
13. It is further alleged that the callous attitude of the Opposite Party, coupled with misleading and deceptive tactics through false promises, resulted in continued harassment to the Complainant. The failure to address and resolve the legitimate concerns raised by the customer caused immense agony, emotional distress, and a deeply painful experience, particularly considering the Complainant is a senior citizen.
14. It is stated that the Complainant, through her counsel, issued a legal notice dated 13.01.2025 to the Opposite Party via speed post, which was duly delivered at both the addresses of the Opposite Party, the Registered Office in Delhi and the Corporate Office in Gurgaon on 27.01.2025.

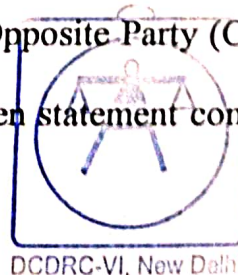
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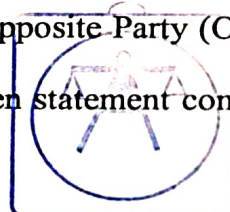
15. It is stated that the present complaint has been filed within the period of limitation as prescribed under Section 24A of the Consumer Protection Act, 2019.
16. It is further stated that the present complaint is being filed before the Hon'ble District Consumer Disputes Redressal Commission. The Opposite Party is carrying on its business and earning profits within the territorial jurisdiction of this Hon'ble Commission, as its Registered Office is situated within this jurisdiction. Hence, this Hon'ble Commission has the jurisdiction to try and entertain the present complaint.
17. The complainant failed to get her grievances resolved, thus, the present complaint case with the following prayers:-
- a). Pay an amount of Rs.5,00,000/- as compensation for causing mental trauma and agony to a senior citizen customer.
 - b). To pay an additional Rs.50,000/- as litigation expenses.
 - c). Pass any other such order as this Hon'ble Forum may deem fit and proper in the interests of justice.
18. Notice of the complaint was issued to the Opposite Party (OP), upon which the OP entered appearance and filed a written statement contesting the case

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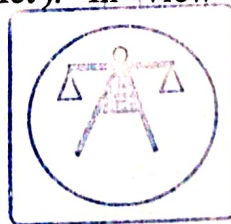


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on various grounds, inter alia denying each and every allegation and contention made by the Complainant as being false, frivolous, baseless, and concocted, save and except those specifically admitted herein.

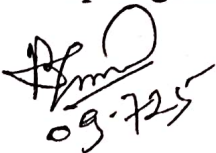
19. It is submitted by the OP that InterGlobe Aviation Limited is a company duly incorporated under the provisions of the Companies Act, 1956, and is, inter alia, engaged in the business of operating an airline under the brand name and trademark "IndiGo."
20. It is submitted that the present complaint is bad for mis-joinder and non-joinder of necessary parties. The Complainant has erroneously filed the complaint against "IndiGo Airlines," which is not a legal entity. The correct entity operating the airline services is InterGlobe Aviation Limited. Therefore, the complaint, having been filed against a non-existent party, is defective and liable to be dismissed as such, insofar as it concerns InterGlobe Aviation Limited.
21. It is submitted that the Complainant has failed to establish the basic ingredients of deficiency or unfair trade practice as defined under the Consumer Protection Act, 2019 (Act'). In view thereof, the present Complaint is liable to be dismissed.

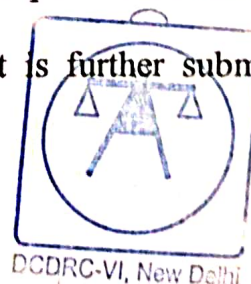
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22. It is contended by the OP that, as per the official records of the Opposite Party, which is maintained in the ordinary course of business and serves as the primary records of travel the Complainant along with Mr. Rajiv Savara, Roohi Savara and Vinod Kumar (hereinafter collectively referred as 'Accompanying Passenger') were booked to under PNR No. 317GNI to travel from Baku, Azarbijan to New Delhi, India on 02.01.2025 on board IndiGo Flight No. 61: 1804 (hereinafter referred as "IndiGo Flight). The said reservation was made by Complaint through a third-party travel agent namely, Motherson Travels and the same was confirmed upon receipt of Rs. 1,87,758/-.
23. On 02.01.2025, as per the schedule the Complainant and the accompanying Passenger duly boarded the IndiGo Flight and shortly after the takeoff, the Complainant informed the cabin crew of the Opposite Party that the assigned seat was dirty and has stains on it.
24. It is submitted that, the cabin crew of the OP immediately took cognizance of the issue that was being faced by the Complainant and in order to resolve said issue the cabin crew, tried to accommodate the Complainant on a different seat. The cabin crew offered the Complaint seat 14D and sincerely apologized for the inconvenience caused. It is further submitted that the


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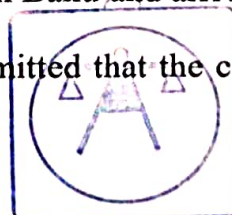


cabin crew of the Opposite Party prior to re- assigning the Complainant's seat had exhausted all possible options to clean the seat. It was only after taking all possible measures, the cabin crew offered the Complainant a different seat i.e., 14D).

25. It is contended that the Complainant willingly travelled on the re-assigned seat and completed her journey to the travel destination i.e., New Delhi. It is submitted that, the Opposite Party at all junctures had tried to help the Complainant. It was never the case where the Opposite Party shield away from its responsibilities, the Opposite Party being a customer centric company values all customer inputs, as it plays an important role in maintaining and enhancing the quality of service offered. The Opposite Party committed to continuous improvement and customer satisfaction, and the Complainant's concerns have been taken seriously and the concerned team of the Opposite Party took appropriate steps that the same issue is not faced by anyone else.

26. It is submitted by the Opposite Party that a sum of ₹1,87,758/- was received as consideration for the said travel for four passengers. The IndiGo flight was scheduled to depart at 00:45 hours from Baku and arrive at 06:30 hours at the New Delhi Airport. It is further submitted that the cabin crew of the

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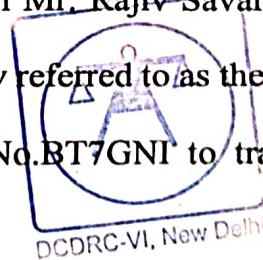
Opposite Party took prompt action and re-assigned the Complainant's seat to ensure a comfortable journey. In view of the above, it is prayed that the complaint be dismissed.

27. The Complainant thereafter filed a rejoinder, reiterating the averments made in the complaint and denying all allegations made in the written statement. Subsequently, both parties filed their respective evidence by way of affidavits. The Complainant placed on record the Copy of Ticket booking No. BT7GNI-14 as **Annexure-1**, Copy of the Boarding Pass flight as **Annexure-2**, Copy of photograph of seats as **Annexure-3**, Copy of the legal notice dated 13.01.2025 along with proof of delivery as **Annexure-4** and the Opposite Party filed the Copy of the Certificate of Incorporation of InterGlobe Aviation Limited as **Annexure-C** and Copy of the PNR screenshot generated under PNR No. BT7GNI, evidencing the booking and receipt of consideration, as **Annexure-D**.

28. We have heard the Counsels for parties and perused the evidence and material on record as well as their written arguments of parties.

29. Admittedly, the Complainant, along with Mr. Rajiv Savara, Roohi Savara, and Vinod Kumar (hereinafter collectively referred to as the "Accompanying Passengers"), was booked under PNR No. BT7GNI to travel from Baku,

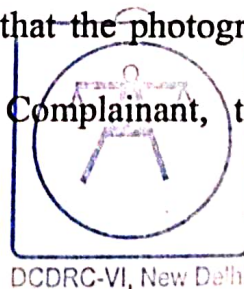

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Azerbaijan to New Delhi, India (DEL/GYD/DEL) on 02.01.2025 on IndiGo Flight No. 6E1804 ("IndiGo Flight"). The booking was made through a third-party travel agent, Motherson Travels, and was confirmed upon receipt of ₹1,87,758/-. On the scheduled date, the Complainant and the Accompanying Passengers boarded the flight, through confirmed boarding pass bearing No. Window Seat No.5F. Shortly after takeoff, the Complainant informed the cabin crew that her assigned seat was dirty and stained. The cabin crew promptly acknowledged the issue, attempted to clean the seat, and upon being unable to fully resolve it, offered the Complainant an alternative seat (14D), along with a sincere apology. The Complainant accepted the re-assigned seat and completed the journey to New Delhi. It is submitted by the Opposite Party that all reasonable efforts were made to address the Complainant's concerns in a timely and responsible manner.

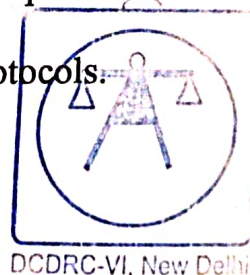
30. The Complainant has filed a photograph of the seat originally allotted to her by the Opposite Party. From its appearance, it is evident that the seat was in a dilapidated and unhygienic condition one/dirty and stained that is not expected from an airline of the Opposite Party's standing. Notably, the Opposite Party has not specifically denied that the photograph in question depicts the actual seat assigned to the Complainant, thereby lending credibility to her claim.

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31. Furthermore, the Opposite Party has failed to produce the Situation Data Display (SDD) report, which forms part of its internal operational records as per standard aviation protocols. There is no reference to this report in the written statement or in the evidence filed by the Opposite Party. The SDD is a crucial document used for flight operation monitoring and to record passenger-related incidents. The absence of this document significantly weakens the Opposite Party's defense. Consequently, the argument that the Complainant's allegations lack credibility due to the non-availability of the SDD report is untenable and devoid of merit.
33. As per Section 3, Series M, Part VII of the Civil Aviation Requirements (CAR), titled "*Air Transport Circular on Cabin Crew Training and Responsibilities*," airlines are required to maintain proper records of aircraft cleaning cycles and ensure that cabin crew are adequately trained in basic infection control measures. The DGCA regulations under the CAR mandate specific hygiene and sanitation responsibilities for the crew on board to ensure a clean and safe cabin environment for passengers. However, the Opposite Party has failed to produce or maintain records of the cleaning cycles and has also not demonstrated compliance with the requirement to train the crew in basic infection control protocols.

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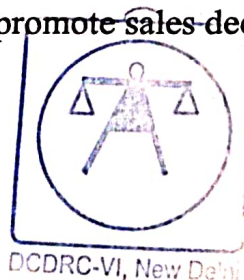
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32. It is further observed that the Consumer Protection Act, 1986 is a benevolent social legislation, as consistently held by the Hon'ble Apex Court in various judgments. The Act aims to provide better protection of the interests of consumers, as reflected in its preamble. In the present case, the interests of the consumer can be safeguarded only when proper services are rendered, and no unfair methods or deceptive practices are adopted. With reference to the unfair trade practices adopted by the Opposite Party, it is submitted that the same is prohibited under the law, as defined under Section 2(47) of the Consumer Protection Act, 2019.

Section 2(47) of the Consumer Protection Act, 2019 defines "*unfair trade practice*" to include any trade or business practice which, for the purpose of promoting sale, use or supply of any goods or services, adopts any unfair method or deceptive practice. This includes, but is not limited to:

- Making false or misleading representations regarding the standard, quality, quantity, grade, or composition of goods or services;
- Falsely claiming sponsorship, approval, performance characteristics, or benefits;
- Representing goods or services as having characteristics or benefits which they do not have;
- Advertising goods or services with intent not to offer them as advertised;
- Failing to provide a bill or a receipt;
- Refusing to withdraw, replace, or refund defective goods;
- Misleading or bait advertising; and
- Conducting lotteries or contests to promote sales deceptively.

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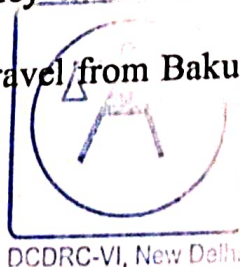


33. Such practices are considered prejudicial to consumer interest and constitute a "deficiency in service" when linked with the actual provision of substandard or misrepresented services. An airline is expected to maintain a minimum standard of cleanliness and hygiene. Dirty seating arrangements constitute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

34. As per the Civil Aviation Requirements (CAR) issued by the Directorate General of Civil Aviation (DGCA), Indian-registered aircraft operators are required to establish a responsive and functional Grievance Redressal Mechanism, both on board and online, along with a dedicated and responsive helpline number for passenger complaints and assistance. This requirement aligns with the provisions of the Consumer Protection Act, 2019, particularly under Section 2(6) read with Section 2(47), which define and prohibit deficiency in service and unfair trade practices, and emphasize the duty of service providers to ensure effective grievance redressal systems for consumer protection.

35. We have given our thoughtful consideration to the matter. We thus, hold that OP was guilty of deficiency in services. Since the complainant has availed the airlines services to travel from Baku, Azerbaijan to New Delhi,

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India, she cannot claim for refund of fare. As regard the discomfort and pain, mental agony suffered by her, we are of the view that she must be compensated. We accordingly direct the Opposite Party to pay a sum of of Rs.1,50,000/- (Rupees One Lakh Fifty Thousand only) as compensation for the mental agony, physical pain and harassment to her. The complainant will also be entitled to litigation expenses, which are assessed to Rs. 25,000/- (Rupees Twenty Five Thousand Only). The OP must make the payment within four weeks from the date of receipt of this order failing which the complainant shall be entitled to interest over the awarded amount @ 9% per annum from the date of this order till realization. With these directions, the complaint case is accordingly disposed of.

The order be also uploaded in the website of the Commission.

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

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[Poonam Chaudhry]
President

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[Bariq Ahmad]
Member



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[Shekhar Chandra]
Member
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Dist. Forum