

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II UDYOG SADAN C 22 23
QUTUB INSTITUTIONAL AREA BEHIND QUTUB HOTEL NEW DELHI 110016**

**Complaint Case No. CC/129/2023
(Date of Filing : 02 May 2023)**

1. SHRI MANAN BATRA

T-15, IInd FLOOR, GREEN PARK MAIN, NEW DELHI
110016

.....Complainant(s)

Versus

1. M/S TATA SIA AIRLINES LTD

JEEVAN BHARTI TOWER-I, 10th FLOOR, 124
CONNAUGHT PLACE NEW DELHI 110001

.....Opp.Party(s)

BEFORE:

**HON'BLE MRS. MONIKA A. SRIVASTAVA PRESIDENT
KIRAN KAUSHAL MEMBER**

PRESENT:

Dated : 14 Nov 2024

Final Order / Judgement

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

Udyog Sadan, C-22 & 23, Qutub Institutional Area

(Behind Qutub Hotel), New Delhi- 110016

Case No.129/2023

Sh. Manan Batra

R/o T-15, IInd Floor,

Green Park Main,

New Delhi-110016

Also at

B-44, First Floor, Block B

Gulmohar Park Delhi

110049

....Complainant

Versus

M/s Tata Sia Airlines Limited

Through its Director Sh. Bhaskar Bhatt

Having registered office at:

Jeevan Bharti Tower-1, 10th Floor,

124 Connaught Place,

....Opposite Party

Date of Institution: 02.05.2023

Date of Order :14.11.2024

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

Present: Adv. Bharti Bhatt for complainant.

None for OP.

ORDER

Member: Ms. Kiran Kaushal

1. Briefly put, complainant booked a flight from Delhi to Mumbai through his travel agent on 25.02.2023 with M/s. Tata Sia Airlines Ltd, hereinafter referred to as OP.

2. It is stated that the said flight was scheduled to land in Mumbai at 01.55 pm on 26.02.2023. It is stated that since it was a one day trip the complainant was carrying a single bag to be kept in Cabin. However, complainant was informed by OP that as the flight was full and there was no space left in the overhead storage Cabins therefore, the staff there requested to handover the said bag to them to put it in the check-in baggage. The complainant informed them that as the bag contained some fragile items and other important files therefore the same should

be handled with due care and responsibility. Accordingly the authorized person put a tag/sticker on the bag denoting that the bag contains fragile items.

3. To utter shock and dismay of the complainant when he reached the conveyer belt at Mumbai Airport, the complainant was shocked to see the bag badly damaged and broken. The bag certainly was handled negligently and was not handled with care and caution. The complainant immediately complained about the damage to the authorized person of OP company at Mumbai Airport.

4. It is stated that the complainant not only suffered mental agony and stress due to the damaged luggage but also suffered monetary loss and damage to his reputation as he had to carry the damaged bag to the corporate meeting.

5. Alleging deficiency of service, complainant prays for direction to OP to pay Rs.10,000/- towards the luggage costs; Rs.20,000/- towards compensation for mental agony and stress; Rs.1,00,000/- towards compensation for loss and damage caused to his reputation and Rs.20,000/- towards litigation costs.

6. Despite due service as none appeared on behalf of OP therefore, OP was proceeded exparte vide order dated 04.09.2023. Evidence by way of affidavit and written arguments have been filed on behalf of complainant. Submissions made are heard. Material placed on record is perused.

7. On perusal of the material placed before us, it noticed that the complainant was to travel on 26.02.2023 from Delhi to Mumbai and was to return back on the same day. From the photographs filed on record, it is noticed that complainant's bag had two tags, one was 'priority' and the second was 'fragile'. It is evident from the photographs placed before us that one of the wheels of the bag was broken/damaged. However, the fragile items which the complainant claims to have got damaged have not been evidenced. OP is found to be deficient in service for damaging the bag of the complainant and also for not taking any action or paying compensation to the complainant for the damaged bag.

8. In light of the discussion above, OP is directed to pay compensation of Rs.10,000/- towards the damage and stress caused to the complainant. The said amount is to be paid within 03 months from the date of order, failing which OP shall be liable to pay Rs.10,000/- with interest @5% p.a till realization.

Parties be provided copy of the judgment as per rules. File be consigned to the record room. Order be uploaded on the website.

**[HON'BLE MRS. MONIKA A. SRIVASTAVA]
PRESIDENT**

**[KIRAN KAUSHAL]
MEMBER**