

**IN THE SUPREME COURT OF INDIA
CIVIL ORIGINAL JURISDICTION
(PUBLIC INTEREST LITIGATION)
CIVIL WRIT PETITION Dy.No.10966 OF 2020**

IN THE MATTER OF:

Pravasi Legal Cell Petitioner

Versus

Union of India & Anr. Respondents

**SUPPLEMENTARY AFFIDAVIT ON BEHALF OF
RESPONDENTS No. 1 & 2 IN COMPLIANCE OF THE
ORDER DATED 09.09.2020**

PAPER BOOK

(FOR INDEX PLEASE SEE INSIDE)

ADVOCATE FOR THE PETITIONER: BV BALARAM DAS

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**SUPPLEMENTARY AFFIDAVIT ON BEHALF OF
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ORDER DATED 09.09.2020**

I, Amit Gupta, s/o Shri O.K. Gupta, aged about 45 years, presently working as Director (AED) in the office of Directorate General of Civil Aviation (Respondent No. 2), do hereby solemnly affirm and state as under:-

1. That I am the competent officer of respondent 1 and 2 above, and am conversant with the facts and circumstances of the case. I have been duly authorized by the respondent

to swear this affidavit on behalf of the Answering Respondents.

2. At the outset, I respectfully state and submit that this Hon'ble court *vide* its order dated 09.09.2020 was pleased to pass the following order:-

“Affidavit on behalf of respondent nos. 1 and 2 in compliance of order dated 12.06.2020 has been filed. Airlines and other Stakeholders have prayed for one week time to file their reply to the affidavit. One week time is granted to the Airlines and other Stakeholders to file their reply to the said affidavit.

Mr. Tushar Mehta, learned Solicitor General also prays to file an additional affidavit clarifying certain aspects, he may also file additional affidavit within the same period.

List the matter on 23.09.2020.”

3. I respectfully state and submit that the present affidavit is being filed by the answering respondent in respectful compliance of the aforesaid order dated 09.09.2020 by this Hon'ble court.

4. I respectfully state and submit that the clarification which was sought to be placed before this Hon'ble court is as under:-

I. CLARIFICATION ON CATEGORIES OF PASSENGERS WHO ARE PROPOSED TO BE COVERED

5. I respectfully state and submit that the first clarification which was sought during the course of the hearing was in respect of the categories of passengers who are proposed to be covered under the proposed formulation. In this respect it is clarified that following categories of passengers are proposed to be covered under the formulation:

- (i) *Passengers who had booked their tickets directly from the domestic airline for domestic travel.*
- (ii) *Passengers who had booked their tickets through a travel agent (including OTA) for domestic airline for domestic travel.*
- (iii) *International travel passengers who had booked their ticket on an Indian carrier and the booking is **ex-India**.*

- (iv) *International travel passengers who had booked their ticket on a foreign carrier and the booking is **ex-India**.*

Though the term ex-India is not defined in the Aircraft Act, 1934 and the Aircraft Rules, 1937, but in aviation industry this term denotes the flights which are originating from India.

II. CLARIFICATION ON PERIOD OF BOOKING OF TICKETS

6. I respectfully state and submit that the second issue which was required to be clarified was with regard to whether the scheme which was formulated would cover only those cases wherein ticket were booked during the lockdown and whether it would also cover cases where the tickets were booked i.e. tickets book prior to the lockdown and during various phases of unlock.

7. In respect of above and for abundant clarity the passengers can be categorized as under:-

- i) Passengers who have booked tickets prior to lockdown for travel upto 24th May 2020 (as the calibrated domestic operation recommenced from 25th May, 2020) -- *refund of fares to the passengers*

covered under this category shall be governed by the proposed formulation related to credit shell and incentive scheme.

- ii) Passengers who booked tickets during lockdown for travel during lockdown -- *passengers covered under this category shall be entitled for immediate refund of the fare by the airline as the airlines were not supposed to book such tickets.*
- iii) Passengers who booked tickets at any period of time but for travel after 24th May 2020 -- *refund of fares to the passengers covered under this category shall be governed by the provisions of CAR.*

8. It is further submitted that the provisions governing refund of Airline Tickets to the passengers of Public Transport Undertaking and provisioning of other facilities are provided in two Civil Aviation Requirements (“**CAR**”) Section-3, Air Transport Series ‘M’, Part II, Issue I, dated 22nd May, 2008, Rev. 2, dated 27th Feb, 2019 and Civil Aviation Requirements, Section-3, Air Transport Series ‘M’ Part IV, Issue I, dated 06th Aug, 2010, Rev. 3, dated 27th Feb, 2019. It is respectfully submitted that the salient provisions

of these CARs have already been highlighted in para 10 of the Counter-Affidavit (Page 8, 9 & 10).

9. A Copy of the Civil Aviation Requirements (CAR) Section-3-Air Transport Series 'M' Part II, Issue-I dated 22nd May, 2008 is annexed hereto and marked as "Annexure R-1" at pg. 10 to 12 ; and Civil Aviation Requirements Section 3- Air Transport Series 'M' Part IV, Issue I, dated 06th August, 2020 is annexed hereto and marked as "Annexure R-2" at pg. 13 to 21.

III. CLARIFICATION WITH REGARD TO CREDIT SHELL

10. I respectfully state and submit that the third issue raised by Tour Operator(s) was with regard to Credit Shell. In this regard, it was prayed that the Credit Shell for those tickets which were booked through Agents/Operators should be in the name of Agents/Tour Operators and not in the name of the passenger.

11. In this regard it is respectfully submitted that agents may purchase tickets for their clients in the following two modes:-

- (i) The first mode may be when initially passengers pay the money to the agent and then agent purchases the ticket for the passenger; and
- (ii) The second mode may be when initially the agent purchases the ticket for the passenger through its advance deposit with airline or otherwise and the passenger pays the money either at the time of consumption of ticket or may be even after the consumption of ticket.

Therefore, if the Tour operator has already paid the money to the airline for purchasing the ticket for the client but the client is yet to pay that money to the agents then on cancellation of ticket and converting it into credit shell, the ticket will remain in the name of passenger and in case passenger utilizes the credit shell he will pay to the agent and not to the airline.

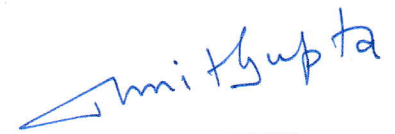
However, in case the passenger does not utilise the credit shell till 31st Mar 2021, then the airline will have to refund the amount as per proposed formulation and money will go back to same account of the agent from which the ticket amount was paid to the airline.

12. Furthermore, it is respectfully submitted that while processing refund of fares, the money has to go back to the same account from where it was received by the airline for eg. payments made through Credit Card or Net Banking. Accordingly, as per the proposed formulation of the answering respondent, if the ticket is booked through Tour Operator/Agents or OTTs, then in the case of refund, the money will go back in the account of the same Tour Operator/Agents/OTTs from where the tickets were purchased.

13. However, in case of a Credit Shell the ticket only will remain in the passenger's name for whom the same was booked by the Tour Operator/Agents/OTTs and in the event

that the passenger utilizes it, then he/she will pay to the Tour Operator/Agents/OTTs.

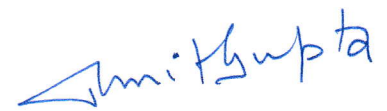
14. In case the passenger in whose name the ticket is booked does not utilize the Credit Shell till 31st Mar 2021, then the airline will have to refund the amount with interest prescribed in the formulation to the agent from whose account the ticket was booked.


DEPONENT

VERIFICATION:

I, the deponent above named, do hereby verify that the contents of paras 1 to 14 of my above affidavit are true to my knowledge, no part of it is false and nothing material has been concealed there from.

Verified at New Delhi on this the 21st day of September, 2020.


DEPONENT

अमित गुप्ता / AMIT GUPTA
निदेशक / Director
वायुमान इंजीनियरिंग निदेशालय
Aircraft Engineering Directorate
वायवर विमानन महानिदेशालय
Directorate General of Civil Aviation
नई दिल्ली / New Delhi-2



GOVERNMENT OF INDIA
OFFICE OF THE DIRECTOR GENERAL OF CIVIL AVIATION
TECHNICAL CENTRE, OPP SAFDURJUNG AIRPORT, NEW DELHI

CIVIL AVIATION REQUIREMENTS
SECTION 3 – AIR TRANSPORT
SERIES ‘M’, PART II
ISSUE I, DATED 22 May, 2008

EFFECTIVE: FORTHWITH

File No. 23-16/2016-AED

Subject: Refund of Airline Tickets to Passengers of Public Transport Undertakings.

1. Introduction

1.1 The issue of refund of tickets by airlines has become a major source of grievance amongst airline passengers. A large number of complaints are regularly received which can broadly be divided into the following categories:

- (a) Delay in refund of unused tickets
- (b) The amount which is refunded by the airlines against cancelled tickets.
- (c) Policy of not to refund the ticket amount but to adjust against tickets to be purchased by the passenger for future travel in the same airline that too valid for a limited period of time.

1.2 While the Government is committed not to interfere in the commercial practices of the airlines, the volume of the complaints necessitates some affirmative action to safeguard the interest of the traveling public. The matter has been discussed in several meetings with the airlines with no improvement in the system adopted by airlines for refund of tickets. It is now considered that the onus rests with the Government to fix some minimum benchmarks, as far as there fund policy is concerned in order to stem the growing dissatisfaction among the passengers regarding the refund procedures adopted by some airlines.

2. This CAR prescribes minimum requirements for refund of ticket purchased by persons/passengers with respect to air transport undertakings including scheduled domestic/non-scheduled operators/ foreign carriers operating to/from India.

This CAR is issued in public interest as per Rule 133A of the Aircraft Rules and Ministry of Civil Aviation Order No. AV 13030/105/2007-DT dated 12 May, 2008.

3. Requirements

- a) In case of credit card payments, refund shall be made by the airlines within seven days of the cancellation to the account of credit cardholder.
- b) In case of cash transactions, refund shall be made immediately by the airlines office from where the ticket was purchased.
- c) In case of purchase of ticket through travel agent/portal, onus of refund shall lie with the airlines as agents are their appointed representatives. The airlines shall ensure that the refund process is completed within 30 working days.
- d) The airlines shall refund all statutory taxes and User Development Fee (UDF)/Airport Development Fee (ADF)/Passenger Service Fee (PSF) to the passengers in case of cancellation/non-utilisation of tickets/no show. This provision shall also be applicable for all types of fares offered including promos/special fares and where the basic fare is non-refundable.
- e) The airline shall provide "Look-in option" for a period of 24 hours after booking ticket. During this period passenger can cancel or amend the ticket without any additional charges, except for the normal prevailing fare for the revised flight for which the ticket is sought to be amended. This facility shall not be available for a flight whose departure is less than 7 days from booking date. Beyond 24 hours of initial booking time, this option is not available and the passenger has to pay the relevant cancellation fees for amendment. It shall be the responsibility of the airline to ensure this provision through their contracts with travel agents/portals

For example : A person booked his ticket on Delhi –Mumbai-Nanded sector on 12/02/2019 at 10:00 A.M and his date of departure is 20/02/2019 from Delhi. Now the person can avail the "Look-in option" for amending his ticket till 13/02/2019 up to 09:59 A.M.

- f) The option of holding the refund amount in credit shell by the airlines shall be the prerogative of the passenger and not a default practice of the airline.

- g) The airlines should indicate in an unambiguous manner the amount of refund of money admissible on cancellation of a ticket. For this purpose, the amount and its break-up may be indicated on the ticket itself or through separate form used for the purpose, and the policy and amount of refund shall also be displayed by the airlines on their respective websites.
- h) Cancellation charges must be indicated prominently at the time of booking.
- i) Under no circumstances, the airline or its agent shall levy cancellation charge more than the basic fare plus fuel surcharge. This will exclude any charges levied by the travel agent, which have been fully disclosed at the time of booking. It shall be the responsibility of the airline to ensure this through their contracts with travel agents/portals.
- j) The airlines shall not levy any additional charge to process the refund.
- k) Foreign carriers operating to/from India shall refund the tickets in accordance with regulations of their country of origin. The mode of refund shall be in accordance with Para 3 (a), (b) & (c) of this CAR.
- l) Airline shall not levy any additional charge for correction in name of the same person when the error is pointed out by the passenger within 24 hours of making the booking.



(B.S. Bhullar)
Director General Civil Aviation



सत्यमेव जयते

GOVERNMENT OF INDIA

OFFICE OF THE DIRECTOR GENERAL OF CIVIL AVIATION

TECHNICAL CENTRE, OPP SAFDURJUNG AIRPORT, NEW DELHI

CIVIL AVIATION REQUIREMENTS**SECTION 3 – AIR TRANSPORT****SERIES ‘M’ PART IV****ISSUE I, DATED 6TH AUGUST, 2010****EFFECTIVE: FORTHWITH**

File No. 23-15/2016-AED

Subject: Facilities to be provided to passengers by airlines due to denied boarding, cancellation of flights and delays in flights.

1. INTRODUCTION

- 1.1 In view of rapid expansion of air services within India and on international routes to/from India and with the increase in the volume of passenger traffic, it has become necessary for the Government to take appropriate action to ensure appropriate protection for the air travelers in case of flight disruptions and, in particular, denied boardings, flight cancellations and delays without due notice to the passengers booked on the flight(s).
- 1.2 The Government accordingly considers it necessary to raise the standards of protection both to strengthen the rights of the passengers and to ensure that the airlines operate under harmonized conditions. As the distinction between the scheduled and non-scheduled services is reducing, such protections shall be provided to passengers traveling not only on scheduled flights but also on non-scheduled flights and foreign carriers operating to/from India.
- 1.3 In order to ensure effective application of this CAR, the obligation of compliance shall rest with the airline which performs or intends to perform the flight in question whether with its own aircraft, aircraft under dry or wet lease or on any other basis subject to the conditions laid down herein. This CAR, however, does not restrict the rights of the operating airline to seek compensation from any person, including third parties, in accordance with the applicable law.
- 1.4 The operating airline would not have the obligation to pay compensation in cases where the cancellations and delays have been caused by an event(s)

of force majeure i.e. extraordinary circumstance(s) beyond the control of the airline, the impact of which lead to the cancellation/delay of flight(s), and which

could not have been avoided even if all reasonable measures had been taken by the airline. Such extraordinary circumstances may in particular, occur due to political instability, natural disaster, civil war, insurrection or riot, flood, explosion, government regulation or order affecting the aircraft, strikes and labour disputes causing cessation, slowdown or interruption of work or any other factors that are beyond the control of the airline.

- 1.5 Additionally, airlines would also not be liable to pay any compensation in respect of cancellations and delays clearly attributable to Air Traffic Control (ATC), meteorological conditions, security risks, or any other causes that are beyond the control of the airline but which affect their ability to operate flights on schedule. Extraordinary circumstances should be deemed to exist where the impact of an air traffic management decision in relation to a particular aircraft or several aircraft on a particular day, gives rise to a long delay or delays, an overnight delay, or the cancellation of one or more flights by that aircraft, and which could not be avoided even though the airline concerned had taken all reasonable measures to avoid or overcome of the impact of the relevant factor and, therefore, the delays or cancellations.
- 1.6 This CAR is issued under the provisions of Rule 133 A of the Aircraft Rules, 1937 and with the approval of Ministry of Civil Aviation for information, guidance and compliance of all concerned.
- 1.7 This CAR shall be applicable to all scheduled and non-scheduled operators.

2. DEFINITIONS

- 2.1 *Airline* means an air transport undertaking with a valid Operating Permit operating Scheduled or Non Scheduled services.
- 2.2 *Operating airline* means an airline that performs or intends to perform flights under a contract with a passenger or on behalf of another person, legal or natural, having a contract with that passenger.
- 2.3 *Reservation* means the fact that the passenger has a confirmed ticket or other proof which indicates that the booking for travel on a particular flight or several flights has been accepted and registered by the airline.
- 2.4 *Final destination* means the last destination shown on the ticket presented at the check-in counter for a flight or in case of directly connecting flight, the destination of the last flight. Alternative connecting flights available shall not be taken into account if the original arrival time is respected.
- 2.5 *A person with reduced mobility* shall be as is defined in CAR Section 3, Series M, Part I.

2.6 *Denied Boarding* means a refusal to carry a passenger or passenger holding confirmed ticket on a flight although he/she has presented himself/herself for boarding within the time specified by the airline, except where there are

reasonable grounds to refuse carriage such as reasons of health, safety or security, or inadequate travel documentation.

2.7 Volunteer means a person who has presented himself for boarding and responds positively to the air carrier's call for passengers who are prepared to surrender their reservation on the flight.

2.8 Cancellation means non-operation of a flight which was previously planned to be operated and on which at least one place was reserved for a passenger.

2.9 *Block time* is the total time from the moment an aircraft first moves for the purpose of taking off until the moment it finally comes to rest at the end of the flight.

3. REQUIREMENTS

3.1 Information about Flights and Reservations

3.1.1 While making enquiries or making a booking for a flight through an airline or its designated travel agent, each passenger shall be provided neutral and accurate information on the flight details and reservation status as also the applicable conditions specified by the airline for both the fare category and the conditions of travel.

3.1.2 Unless a passenger specifies, the airline/agent must provide neutral information on the different options available for a journey ranked in the following order:

- a) Non stop flights
- b) Flights with intermediate stops but without a change of aircraft
- c) Connecting flights
- d) All the fares available from airlines, as applicable

However, the airline will have the right to give preference to its own flights in providing the information in order to promote business on its services.

3.1.3 The airline or its designated travel agent must pass on to the passengers the following information in the form of a computer print-out:

- a) The identity of the airline which will actually provide the service, as opposed to the airline mentioned on the ticket;
- b) Changes of aircraft during the journey;
- c) Stops en-route during the journey;

- d) Transfer between the airports during the journey.

3.2 Denied Boarding

- 3.2.1 When the number of passengers, who have been given confirmed bookings for travel on the flight and who have reported for the flight well within the specified time ahead of the departure of the flight, are more than the number of seats available, an airline must first ask for volunteers to give up their seats so as to make seats available for other booked passengers to travel on the flight, in exchange of such benefits/facilities as the airline, at its own discretion, may wish to offer, provided airports concerned have dedicated check-in facilities/gate areas which make it practical for the airline to do so.
- 3.2.2 If the boarding is denied due to condition stated at Para 3.2.1 to passengers against their will, the airline shall not be liable for any compensation in case alternate flight is arranged that is scheduled to depart within one hour of the original schedule departure time of the initial reservation. Failing to do so, the airline shall compensate the passengers as per the following provisions:
- a) An amount equal to 200% of booked one-way basic fare plus airline fuel charge, subject to maximum of INR 10,000, in case airline arranges alternate flight that is scheduled to depart within the 24 hours of the booked scheduled departure.
 - b) An amount equal to 400% of booked one-way basic fare plus airline fuel charge, subject to maximum of INR 20,000, in case airline arranges alternate flight that is scheduled to depart more than 24 hours of the booked scheduled departure.
 - c) In case passenger does not opt for alternate flight, refund of full value of ticket and compensation equal to 400% of booked one-way basic fare plus airline fuel charge, subject to maximum of INR 20,000.
- 3.2.3 A passenger booked on connecting flights of the same airline or of the other airline, shall be compensated by the airline of the first flight for the first leg in accordance with the provisions of Para 3.2.2 of this CAR, when he has been delayed at the departure station on account of denied boarding, but has arrived at the final destination at least three hours later than the scheduled arrival time.

3.3 Cancellation of Flight

- 3.3.1 In order to reduce inconvenience caused to the passengers as a result of the cancellations of the flights on which they are booked to travel, airline shall inform the passenger of the cancellation at least two weeks before the scheduled time of departure and arrange alternate flight/refund as acceptable to the passenger. In case the passengers are informed of the cancellation less than two weeks

before and up to 24 hours of the scheduled time of departure, the airline shall offer an alternate flight or refund the ticket, as acceptable to the passenger.

3.3.2 Passengers who have not been informed as per the provisions contained in Para 3.3.1, or missed the connecting flight booked on the same ticket number of an airline, the airlines shall either provide alternate flight as acceptable to the passenger or provide compensation in addition to the full refund of air ticket in accordance with the following provisions:

- a) INR 5,000 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of up to and including 01 hour
- b) INR 7,500 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having block time of more than 01 hour and up to and including 02 hours.
- c) INR 10,000 or booked one-way basic fare plus airline fuel charge, whichever is less for flights having a block time of more than 02 hours.

Additionally, the airline shall provide them facilities at the airport in accordance with Para 3.7.1 (a) in the event they have already reported for their original flight and whilst they are waiting for the alternate flight.

3.3.3 No financial compensation shall be payable to passengers who have not provided adequate contact information (email id or a phone number) at the time of making booking or when the ticket for firm travel on the selected flight is issued. Airlines shall require travel agents to provide that information to the airline for operational purposes only. In respect of such passengers the airlines will either refund the ticket prices or make reasonable endeavour to make alternate travel arrangements as per the choice of the passengers. Additionally, in respect of such passengers who elect to travel to their destination on an alternate flight, the airline shall provide them with reasonable facilities during the period that they are required to wait at the airport for the alternate flights in accordance with Para 3.7.1 (a).

3.3.4 No such compensation shall be payable to any of the affected passengers in case the cancellations occur due to extraordinary circumstances beyond the control of the airline (as described in Para 1.4 and Para 1.5) even if all reasonable measures had been taken by the airline.

3.3.5 The refund of air ticket shall be made in accordance with CAR Section 3, Series M, Part II.

3.4 Delays in Flight

3.4.1 The airlines shall provide facilities in accordance with Para 3.7.1 (a) if the passenger has checked in on time, and if the airline expects a delay beyond

its original announced scheduled time of departure or a revised time of departure.
of:

- a) 2 hours or more in case of flights having a block time of up to 2 ½ hrs; or
- b) 3 hours or more in case of flights having a block time of more than 2 ½ hrs and up to 5 hours; or
- c) 4 hours or more in case of flights not falling under sub-para (a) and (b) of Para 3.4.1.

3.4.2 When domestic flight is expected to be delayed for more than 6 hrs from the published scheduled time of departure or previously revised departure time (communicated more than 24 hours prior to original scheduled departure time), airlines shall offer an option of either an alternate flight within a period of 6 hours or full refund of ticket to the passenger.

3.4.3 When total delay is more than 24 hrs from the published scheduled time of departure or more than 6 hrs for flights scheduled to depart between 2000 and 0300 hrs, passenger shall be offered facility in accordance with the provisions of Para 3.7.1 (b) of this CAR.

3.4.4 An operating airline shall not be obliged to adhere to Para 3.7 if the delay is caused due to extra ordinary circumstances as defined in Para 1.4 and Para 1.5 which could not have been avoided even if all reasonable measures had been taken.

3.4.5 The burden of proof concerning the questions as to whether and when the passenger has been informed of the delay of the flight shall rest with the operating airline.

3.5 Compensation by Foreign Carriers

3.5.1 In the case of foreign carriers, the amount of compensation paid to the passengers shall be as contained in the regulations of their country of origin or as given in para 3.2.2/3.3.2 of this CAR.

3.6 Mode of Compensation

3.6.1 The compensation referred to in Para 3.2.2 and 3.3.2 shall be paid in cash, by bank transfer or with the signed agreement of the passenger in the form of travel vouchers.

3.7 Facilities to be offered to Passengers

3.7.1 Passengers shall be offered free of charge the following:

a) Meals and refreshments in relation to waiting time.

b) Hotel Accommodation when necessary (including transfers).

3.7.2 Airlines shall pay particular attention to the needs of persons with reduced mobility and any other person (s) accompanying them.

3.8 Passenger Redressal

3.8.1 When affected by denied boarding, a cancellation or a long delay, the passenger may complain directly to the airline in the event the airline has not provided the compensation and/or reasonable facilities as specified in this CAR.

3.8.2 The passenger may file the grievance on Air Sewa App or Portal.

3.8.3 If the passenger is not satisfied with the resolution of grievance by airline and/or Air Sewa, the passenger has liberty to complain to any statutory body/court set up under relevant applicable laws.

3.9 General

3.9.1 If airlines offer a flight to/from an airport or terminal alternative to that for which booking was made, where it is served by several airports or terminals, the airline shall bear the cost of transferring the passenger to/from that alternate airport or terminal to the one for which the booking was made. In the event, the passenger has been informed of the change at least 6 hrs in advance, the passenger shall be responsible for his/her own travel arrangements.

3.9.2 The airlines shall display their policies in regard to compensation, refunds and the facilities that will be provided by the airline in the event of denied boardings, cancellations and delays on their respective websites as part of their passenger Charter of Rights. Passengers shall be fully informed by the airlines of their rights in the event of denied boarding, cancellations or delays of their flights so that they can effectively exercise their rights provided at the time of making bookings/ticketing, they have given adequate contact information to the airline or their agents. The obligation of airlines to fully inform the passenger(s) shall be included in ticketing documents and websites of the airlines and concerned third parties (GDS and travel agents) issuing such documents on airlines' behalf.

3.9.3 Airline shall display policy on their respective websites about passenger handling in the event of cancellation and delays. Airline counters at airports shall disseminate reasons of cancellation and delays to the affected passengers and attend to their grievances.

- 3.9.4 Each Airline shall appoint a Nodal officer and Appellate Authority to settle passenger grievances in a stipulated time frame. Airlines shall conspicuously display the details of Nodal Officer and Appellate Authority on their respective website.
- 3.9.5 The internal grievance mechanism of airlines shall be transparent with a provision of on line complaint handling. All complaints registered shall be issued a unique reference number.
- 3.9.6 Airline shall regularly submit data on number of cases of denied boarding, cancellations and delays along with the status on a monthly basis so as to reach DGCA office before the tenth day of the next month.



(B.S. Bhullar)
Director General of Civil Aviation