

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**  
**SOUTH DELHI**  
**CONSUMER COMPLAINT NO. DC/83/CC/144/2022**

SMT SHASHI SINGHAI

PRESENT ADDRESS - 201, NORTHEND TOWER, 60 FT ROAD, CHATTARPUR, NEW DELHI  
110074SOUTH,DELHI.

.....Complainant(s)

Versus

AIR INDIA LTD

PRESENT ADDRESS - 113 GURUDWARA RAKABGANJ ROAD NEW DELHI  
110001SOUTH,DELHI.

.....Opposite Party(s)

**BEFORE:**

**MONIKA A. SRIVASTAVA , PRESIDENT**  
**KIRAN KAUSHAL , MEMBER**

**FOR THE COMPLAINANT:**

NEMO

**FOR THE OPPOSITE PARTY:**

NEMO

**DATED: 23/12/2025**

**ORDER**

• **DISTRICT CONSUMER DISPUTES REDRESSAL FORUM-II**

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

**(Behind Qutub Hotel), New Delhi- 110016**

Case No.144/2022

**Smt. Shashi Singhai**

W/o Late Shri Prakash Kumar Singhai

R/o 201, NorthEnd Tower, 60Ft. Road

Chhattarpur, New Delhi-110074.

....Complainant

VERSUS

**Alliance Air Aviation Limited**

Alliance Bhawan terminal-I D,

IGI Airport

New Delhi-110037.

...Opposite Party

**Coram:**

**Ms. Monika A Srivastava, President**

**Ms. Kiran Kaushal, Member**

**Present: Shri Praveen Singhai, AR for complainant.**

**Adv. Rohit Jaiswal for OP.**

**ORDER**

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Date of Institution:26.05.2022

Date of Order :23.12.2025

**President: Ms. Monika A Srivastava**

Complainant has filed the present complaint seeking sum of Rs.5,00,000/- as compensation for deficiency in service and Rs.2,00,000/- for harassment and mental agony and Rs.50,000/- as cost of litigation. OP-1 is Air India Ltd., OP-2 and OP-3 are officials of OP-1.

1. It is stated by the complainant that the complainant travelled with the OP and booked ticket with meals from New Delhi to Bilaspur, Chhattisgarh in economy class scheduled for 18.12.2021 at 09.50 and arrival at Bilaspur at 13.35. Copy of the ticket is annexed as annexure C-1.

2. It is stated that the complainant was issued a boarding pass as per the scheduled time table. As the flight was getting late the OP took back the first issued boarding pass and issued another boarding pass bearing NO.54, Flight AI9697 with timing 11.15 AM having seat No.6C. Copy of the boarding passed is annexed as annexure C-2.
3. It is stated that when the complainant was seated in the flight and announcement was made that there was a technical fault in the plane and that the plane would not be able to take off as per the scheduled time. All the passengers including the complainant were de-boarded from the flight and were kept waiting in the carrier bus/airport shuttle for more than two hours without any arrangement for water and public facility. It is stated that the complainant being a senior citizen and also being a diabetic faced tremendous problems.
4. It is further stated that after waiting for more than two hours the complainant along with the other passengers boarded the flight and the flight took off around 13.30 from Delhi. Flight was scheduled via Allahabad having stoppage of one hour 30 minutes and when the flight landed at Allahabad it was informed that the flight was going to Raipur instead of Bilaspur. When the complainant sought information from the crew as to why this information was not given to her in Delhi there was no answer and the crew misbehaved with the complainant.
5. It is further stated that the time of the booking, complainant added meal but neither water nor tea/snacks were served to the complainant. When the complainant sought water, the same was provided to her in a very rude manner.
6. It is further stated that the complainant is a strict follower of Jainism and used to have dinner before sun set and when she tried to speak to the captain it was told to her that she can get down at Allahabad. Having no option, complainant forcefully agreed to travel to Raipur.
7. It is further stated that flight landed around 18.00 at 18.12.2021 and the complainant approached the office of the Airline at Raipur Airport but there was no assistance forthcoming. Complainant then took a taxi to reach Bilaspur from Airport which took Rs.1,700/- without having food for the whole day. It is stated that there was a gross deficiency on the part of the OP in not providing meals to the complainant. In this regard, she sent a legal notice dated 25.01.2022 which was replied to by the OP.

Copy of the notice along with the postal receipts and email report are annexure C-3 (colly).

8. It is stated by the complainant that OP is guilty of unfair trade practice and the complainant had to suffer immensely mentally, physically and financially without any fault of hers.
9. In their reply OP, sought deletion from the array of parties stating that it is neither a necessary nor a proper party. It is stated that the diversion of flight from Bilaspur to Raipur was beyond the control of the OP. It is stated that Alliance Aviation Ltd. is a wholly AIAHL holding member which is a public sector undertaking of the Govt. of India. It is stated that complainant has filed the present complaint based upon false, fabricated, misrepresented facts. It is stated that though the complainant was asked to sit in shuttle bus however the shuttle was not owned or under direct control of the OP and since that agency has not been made a party, no order can be passed against the OP.
10. It is stated that the complainant was travelling from AI 9697 from Delhi to Bilaspur on 18.12.2021 which was operated by M/s Alliance Air which a wholly owned subsidiary of Air India Assets Holding Pvt. Ltd. (AIAHL) and is now retained a public sector undertaking in the disinvestment of Govt. of India from Air India. The take over of operations by M/s Talace Pvt. Ltd. (wholly owned subsidiary of M/s Tata Son Pvt. Ltd.). It is stated that with effect from 27.01.2022 i.e. the date of privatisation of Air India Ltd., M/s Alliance Air holds a separate and distinct entity as a public sector and therefore all matters relating to flights operated by Alliance Air is between Alliance Air and their consumers.
11. It is reiterated that Air India is no longer in control, management or in possession of the documents pertaining to the operations and flight dated 18.12.2021 and therefore it cannot comment the merit of this case.
12. By virtue of order passed by this Commission, the application filed by OP-1 i.e. Air India was allowed and thereafter Alliance Air was made a party to the case and accordingly OP-1, 2 and 3 are deleted and thereafter an application was filed by the complainant seeking to amend the complaint by which Alliance Air was impleaded instead of Air India, and reply was filed by Alliance Air which is referred as OP-4 though it was OP-2 (hereinafter referred to as OP).
13. OP has not denied that it issued tickets for the purpose from Delhi to Bilaspur,

Chhattisgarh vide 9I 9697. It is stated that the flight delayed due to engineering constraint and all the passengers were requested to de-plane and accommodated in coaches and waiting for clearance. It is stated that delay was beyond the control of the OP and after the clearance was given by the engineering department the flight took off for Bilaspur however, due to bad weather condition at Bilaspur, the flight was diverted to Raipur.

14. It is stated that this Commission does not have the territorial jurisdiction to entertain the present complaint. It is seen that the complainant resides within the jurisdiction of this commission therefore this Commission has the jurisdiction to entertain the present complaint.
15. It is further stated that inconvenience or hardship or sympathy in absence of deficiency of service or negligence does not make the complainant entitled to compensation under the Consumer Protection Act. In this regard, OP has placed reliance on the judgment *Interglobe Aviation Ltd. Vs. N. Satchidanad 2011 (7) SCC 463*.
16. OP has placed reliance on clause 1.4 of *DGCA CAR "M" dated 06.08.2010* wherein it was provided operating Airlines would not have the obligation to pay compensation in cases where cancellation and delay have been caused by events or *force majeure*.
17. OP has placed reliance on Article 9.2 of the *General Terms and Conditions* of the OP which provides "*the Company reserves to itself the right, without assigning any reason, to cancel or delay the commencement or continuance of the flight or the alter the stopping place or to deviate from the route of the journey or to change the type of aircraft in use without thereby incurring any liability in damages or otherwise to the guests or in other person on any ground whatsoever.*"
18. It is stated that OP has fulfilled their obligation as per the Contract of Carriage and therefore there is question of deficiency of service and mental harassment.
19. In her rejoinder to the reply of OP, it is stated that OP has failed to discharge service to the complainant and is escaping from his responsibility by raising vague and baseless allegations against the complainant. It is stated that OP has accepted that there is a delay in the scheduled flight and the complainant along with other passengers were de-boarded and made to sit in the shuttle bus. It is further stated

that the complainant has taken services from the OP and it is the duty of the OP to provide service and they cannot escape the responsibility by pinning their liability to any other individual vendor. It is further stated that weather was normal on the day when the complainant was travelling and the OP has not filed any evidence or report of ATS to substantiate their stand.

20. Both the complainant and the OP have filed their respective evidence affidavit and written arguments. OP has filed the *DGCA CAR "M" dated 06.08.2010* and the *General Terms and Conditions*.

21. This Commission has gone through the entire material placed on record. The

22. There is no doubt that the complainant is a consumer of OP i.e. Alliance Air. It is further seen from the evidence and the reply of the OP that there is no denial of the complainant and other passengers being made to wait in shuttle for more than two hours. Even assuming that there was engineering trouble in the aircraft, the passengers could have been accommodated at the airport and provided with some basic amenities, e.g. use of washrooms on the other hand. Instead, they were held captive in the shuttle and were not provided any refreshment or use the public facilities. It is further noted that OP has not placed on record any document to show the diversion of flight from Bilaspur to Raipur because of bad weather.

23. Therefore this Commission is convinced that OP has been highly deficient in providing services to the complainant and directs the OP to pay a sum of Rs.1,00,000/- to the complainant being a senior citizen who had to spend the entire day without getting any food though it was booked by her for the flight (there is no denial of the same by OP) within three months from the pronouncement of the order failing which the OP shall be liable to pay interest @5% per annum till realisation.

Copy of the order be given to the parties as per rules. File be consigned to the record room. Order be uploaded on the website.

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**MONIKA A. SRIVASTAVA**  
**PRESIDENT**  
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**KIRAN KAUSHAL**  
**MEMBER**