

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
SOUTH DELHI
CONSUMER COMPLAINT NO. DC/83/CC/343/2023**

KARAN PRADEEP
PRESENT ADDRESS - D-25, 1ST FLOOR, GULMOHAR PARK NEW DELHI
110049SOUTH,DELHI.

.....Complainant(s)

Versus

MAKE MY TRIP PVT LTD
PRESENT ADDRESS - 101, A 1ST FLOOR, 87 PAL HOUSE BUILDING NEHRU PLACE NEW
DELHI 110019SOUTH,DELHI.

.....Opposite Party(s)

BEFORE:

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

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

NEMO

DATED: 02/02/2026

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

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

(Behind Qutub Hotel), New Delhi- 110016

Case No.343/2023

Mr. Karan Pradeep

Through POA: Vikram Pradeep

D-25, 1st Floor, Gulmohar Park

New Delhi-110049

....Complainant

Versus

- 1. Make My Trip (India) Pvt Ltd.**
Having Branch Office at:
101 A, 1st Floor,
87 Pal House Building,
Nehru Place, New Delhi-110019

- 2. Malaysia Airlines**
Having Branch Office at:
10th Floor, Dr. 28
Gopal Das Bhawan, Barakhamba Road
New Delhi: 110001

....Opposite Party

Date of Institution : 29.11.2023
Date of Order : 02.02.2026

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

ORDER

Member: Ms. Kiran Kaushal

1. Facts of the case as pleaded by the complainant are that complainant booked international flight tickets from Make My Trip (India) Pvt Ltd.(hereinafter referred to as OP-1) of Malaysia Airlines, referred to as OP-2 on 22.10.2019.

2. It is stated that the tickets were purchased by the complainant for his brother and sister-in-law as a wedding gift for which the complainant had duly paid Rs.65,802/- on 22.10.2019 to OP-1. The passengers were to travel on 13.03.2020 from Delhi to Kuala Lumpur, on 14.03.2020 they were to travel from Kuala Lumpur to Manila, on 21.03.2020 they were to come back from Manila to Kuala Lumpur and from Kuala Lumpur to Delhi on the same day.

3. It is next stated that in the first quarter of 2020 Corona Virus Pandemic got spread globally

across various countries including Philippines. In light of the local transmission of corona virus being detected in Philippines, the Philippines administration on 08.03.2020 declared a Code Red: Public Health Emergency following which lockdown was declared in Manila from 15.03.2020 to 14.04.2020. Due to unforeseen circumstances OP-2 introduced ' *An Ultimate Flexibility Ticket Change Policy*' wherein all passengers of OP-2 would be entitled to unlimited changes to the date of their flight or change of destination. As per the said policy tickets which were booked through agents were to be reschedule by contacting the booking agent, OP-1 in the present case.

4. It is stated that only after several attempts, complainant was able to have a conversation with the customer care representative of OP-1. Despite being apprised of the Code Red circumstances and the Ultimate Flexibility Ticket Change Policy offered by OP-2 the customer care representative of OP-1 refused to entertain the complainant's request for date change claiming that OP-1 was not informed or aware of any such policy issued by OP-2.

5. It is next stated that complainant insisted on speaking to a senior officer who after verifying the policy of OP-2 finally agreed to have the call transferred to the appropriate department to facilitate the rescheduling of the tickets. It is stated that complainant specifically requested the representative to ensure that the call be transferred without being disconnected. Despite assuring the same the call was disconnected, after almost forty minutes.

6. It is stated that the complainant was further shocked when OP-1 via SMS/Email informed that his grievances were closed. Left with no other option, complainant vide email dated 13.03.2020 recorded the unfortunate sequence of events in detail and sent to both the OPs. Pursuant to the said email, OP-1 vide a mail proposed that complainant's booking PNR would be cancelled and OP-1 would send a mail to OP-2 airlines for full refund with respect to the tickets booked.

7. The said proposal was duly accepted by the complainant and was further stressed that in the event of OP-2 having any objection for processing the full refund, complainant should be provided with the alternate option of date change, in term of Ultimate Flexibility Ticket Change Policy of OP-2. Subsequently, OP-1 vide email dated 16.03.220 conveyed to the complainant that OP-2 had denied full refund request and OP-1 had initiated the date change option with OP-2.

8. It is further stated that on 19.03.2020, complainant received an email from OP-1 stating that as per the circular received from OP-2 airlines the refund was being initiated at the airlines end and would take would maximum of sixty to ninety days to process the same. The said email while marking grievance of the complainant as 'closed as of now', reiterated that the refund of Rs.6,580/- has been initiated and will take sixty to ninety days to reach the complainant.

9. It is stated after expiry of sixty to ninety days OP-1 neither refunded the amount nor informed/contacted the complainant regarding the status of the same. It is stated that complainant was informed on 04.07.2020 by OP-1 that as per OP-2 the date change was available as an option for alternate date of travel provided the booking must be done before 31.12.2020 and the journey also must be completed latest by 31.12.2020. The said representation by OP-1 was completely contrary to the date change policy of OP-2 wherein passengers were to be given the option of date change provided the journey must be completed latest by 30.06.2021.

10. It is next stated that complainant approached OP-2's Customer Service Call Centre in May, 2022 to book tickets for Bali against the old PNR in terms of the Open Ticket Flexibility which was offered to the complainant however, the complainant was told that he had to go back to OP-1 to do the booking. Complainant vide email dated 25.05.2022 highlighted that price of the tickets which the complainant was interested in had already escalated from Rs.88,000/- to Rs.1,11,000/- within five days due to OP-2's failure to permit the complainant to book directly with them. Complainant even shared the lack of response which was received from OP-1 after four days.

11. It is next stated that OP-1 vide email dated 04.06.2022 claimed that tickets were non-refundable and the option of date change provided by OP-2 was only till October, 2021. It is further stated that despite exchanging several emails OP-2 vide email dated 16.06.2022 issued a fresh TRCV (Travel Voucher Credit Value) for each passenger of Rs.31,398/- each with no explanation, even information regarding the same. It is stated that the vouchers numbers and names were not matching on the website of OP-2. It is stated that said email recorded wrong booking reference and wrong booking dates.

12. Alleging deficiency of service and unfair trade practice, complainant prays for direction to OPs to jointly and severally refund Rs.65,802/- with interest @18% p.a from the date of payment i.e 22.10.2019; to pay Rs.2,00,000/- towards compensation for undue hardship, agony and harassment and to pay Rs.1,00,000/- towards the cost of litigation.

13. OP-1 resisted the complaint stating inter alia that complainant had booked flight tickets on 22.10.2019 for the travel to be completed on 21.03.2020. It is stated that OP-1 informed the complainant on 02.07.2020 that the tickets are non-refundable therefore, the alleged cause of action arose on 02.07.2020 and the complaint has been filed beyond the expiry of two year period as provided in Section 69 of Consumer Protection Act, 2019. Thus, the present complaint is filed beyond the limitation period and is barred by the same.

14. It is next stated that OP-1 informed the complainant that the refund has to be initiated by OP-2 and OP-1 has no role to play in present dispute. It is stated that cancellation of flights and /or initiation of funds is beyond the control of OP-1 and thus, it was the responsibility of OP-2 to

resolve the grievances of the complainant therefore, the present complaint is liable to be dismissed for mis-joinder and non-joinder of necessary and proper parties. OP-1 has also raised the objection of territorial jurisdiction stating that OP-1's registered address is in Gurgaon and it has no branch office within territorial jurisdiction of this Commission.

15. It is next stated that present complaint is liable to be dismissed on the sole ground that no cause of action has arisen against the OP-1. OP-1 cannot be held responsible to issue unaccountable amounts of refunds for disruption in the operations of the concerned airlines. OP-1 merely acts as a facilitator for bookings that the concerned service provides. It is stated that all the online transactions of OP-1 are governed by the user agreement provided on the website/mobile app.

16. It is further stated that complainant decided to book a non-refundable trip through portal of OP-1 for an amount of Rs.65,802/-. Simultaneously, the booking ID was generated and a PNR was also provided to the complainant instantly. Thus, the responsibility of OP-1 came to an end.

17. It is next stated that the present dispute had arisen owing to disruptions in the operation of the flights world wide due to breakout of Covid-19 pandemic. Any cancellation, refunds or provisions of an alternate flight is the sole responsibility and prerogative of the concerned airlines. It is stated that due to imposition of lockdown in the country and disruption of entire tourism industry OP-1 initially had no knowledge about any internal 'Ultimate Flexibility Ticket Change Policy' introduced by OP-2. Thus, complainant was informed that he has to approach to OP-2 for any grievance related to refund or alternative flight. As the complainant was satisfied with the response of OP-1, his query was marked as closed vide email dated 13.03.2020.

18. It is next stated that the complainant consented to his PNR being cancelled so that a refund request can be placed before OP-2 via OP-1. On approval from the complainant OP-1 proceeded accordingly. Finally on a revert being received from OP-2, OP-1 informed the complainant that OP-2 had denied full refund vide email dated 16.03.2020.

19. It is next stated that vide the same email, OP-1 had requested OP-2 to make an exception for the date change waiver for the complainant however, complainant insisted on getting the refund therefore, OP-1 again vide email dated 19.03.2020 requested for refund and was informed that OP-2 was to take a call on the refund application which would take about sixty to ninety days. Thereafter, OP-1 did not receive any further communication till July, 2020 rather complainant approached the social media handles of OP-1.

20. It is stated that OP-1 on 02.07.2020 reiterated that the refund is not possible on this ticket as it is a non-refundable ticket. In addition thereto, OP-1 informed the complainant that the airlines

offers a flexibility to opt for an alternate date of travel till 31.12.2020 without any change fee, if the booking is done before 31.12.2020 and the journey is completed latest by 31.12.2020. However, complainant chose not to opt for the same.

21. It is further stated that there was absolutely no communication for a period of about two years between the complainant and OP-1. It is stated that complainant in May, 2022 chose to again approach OP-1 but there was nothing that OP-1 could do as the booking was done under non-refundable fares and the date change policy (updated from time to time by OP-2) was not availed by the complainant.

22. In light of the facts stated above, it is prayed that present complaint be dismissed with exemplary cost being false, misleading and frivolous.

23. Complainant filed rejoinder to the written statement of OP-1 stating that there exists a continuous cause of action as OP-1 and OP-2 have been unilaterally rescinding from their previously provided assurances along with their deliberate refusal to refund. Furthermore, it is stated that the contention of OP-1 that the complaint is time barred is baseless in terms of directions by Hon'ble Supreme Court in *Suo Moto Written Petition (c) No.3 of 2020* whereby the period from 15.03.2020 to 28.02.2022 was decreed to be excluded for limitation purposes under any relevant legal provisions concerning judicial or quasi-judicial proceedings.

24. It is further stated that OP-1 has numerous branch offices across India including the named branch office where the complainant/POA holder had made several visits as already mentioned in the complaint. Even otherwise the complainant also resides within the jurisdiction of this Commission hence, the jurisdiction of the commission is squarely covered and suffers no hindrance.

25. Despite due service none appeared on behalf of OP-2 therefore, OP-2 was proceeded *ex parte* vide order dated 15.05.2024. Evidence and written arguments are filed on behalf of complainant and OP-1. Submissions made are heard. Material placed on record is perused.

26. The contention of OP-1 that the complaint is barred by time is rejected as Hon'ble Supreme Court vide the *Suo Moto Writ Petition (C) No .3 of 2020* excluded the period from 15.03.2020 to 28.02.2022 for the purposes of limitation, after excluding the said period the complaint is seen to be filed within limitation on 29.11.2023.

27. The contention of OP-1 with regard to jurisdiction is not also not sustainable as complainant resides within the jurisdiction of this Commission.

28. It is not in dispute that the complainant had booked two international flight tickets of OP-2

Airlines through OP-1 after paying the consideration of Rs.65,802/-. The tickets were booked for travel between Delhi and Manila scheduled from 13.03.2020 to 21.03.2020 .

29. Complainant's flights were cancelled due to the unforeseen circumstances of the worldwide pandemic, complainant approached OP-1 for redressal of his grievance . He was informed on 13.03.2020 that OP-1 would initiate a request for refund with OP-2 and revert to the complainant. The said fact has been substantiated with the voice recording as well as email dated 13.03.2020 filed by the complainant.

30. Many countries including Philippines had proposed lockdown due to Covid-19 during the date of travel. Philippines government declared a lockdown in Manila from 15.03.2020 to 14.04.2020 due to which OP-2 offered 'Ultimate Flexibility Ticket Change Policy'.

31. The offers made in the Ultimate Flexibility Ticket Change Policy are reproduced as under:-

Due to the rapid spread of COVID-19, Malaysia Airlines wishes to provide Ultimate flexibility ticket change policy to our passengers who may wish to make new bookings or have done so prior, we are offering the following flexibility option globally across ALL POS:

- *Unlimited Date Change (Waiver of Date change Fee)*
- *Flexibility of destination Change (Re-routing however Fare difference applies)*
- *Flexibility in Go Show for earlier flights on the same day of departure (same sector) for travel period 13th March 2020 – 21st May 2020*

Effective immediately passengers holding Malaysia Airlines (232) tickets that involve confirmed travel from / to any MH online point with or without connections, will have the option to take advantage of the following waivers. The following Travel and Ticket criteria as below for Unlimited Date Change waiver & Flexibility of destination change:

- *Applies to 232 tickets issued on and before – 31 March, 2020*
- *Any rebooked travel must be made on/before 31 May 2020*
- *Any rebooked travel date must be completed by 31 Dec 2020*
- *Applies to tickets issued with confirmed reservation on MH 232 stock*

32. To avail the said offer Complainant tried to reschedule the tickets but as representative of OP-1 was not aware of the offer Complainant's tickets could not be rescheduled. It is next seen

that complainant was assured by OP-1 that the PNR was cancelled and refund from OP-2 was requested for. Further the email dated 19.03.2020 from OP-1 records as under:-

'We have initiated refund amount of Rs.65,802/- on 19.03.2020 which will be taking sixty to ninety days from the date of process as RA is to be raised at the airlines end for the claim of the refund post to which the refund will be initiated to the original mode of payment.'

33. It is seen that the complainant was assured that he would receive the refund within sixty to ninety days but as no refund was forthcoming complainant tried to avail Ultimate Flexibility Ticket Change Policy and Open Ticket Flexibility Policy offered by OP-2 but the same was declined stating that Complainant would have to approach via OP-1. OP-2 is found to be deficient in service for not allowing the complainant to book tickets to Bali directly as it was OP-2 who had not refunded the complainant's amount to OP-1 and had instead offered alternate arrangements.

34. Keeping in mind that these were unprecedented times this Commission is of the view that OP-2 had no option but to cancel the flights however, OP-2 cannot be allowed to retain the amount paid by the complainant for the flight tickets as it is not the case that complainant's brother and sister in law were at fault for not boarding the flight.

35. We are also of the opinion that OP-1 cannot wash off its liability by stating that it is merely a facilitator as complainant had taken the services of OP-1 to book the tickets of OP-2's airlines, who actually failed to facilitate the complainant. Even if, we take into consideration the Covid 19 situation, it was unfair on behalf of OP-1 and OP-2 to make the complainant shuttle between the OPs for his rightful refund or travel for which he had already paid.

36. In light of the discussion above, OPs are directed as under -

1. OP-2 is directed to refund the ticket amount of Rs.65,802/- with interest @6% p.a from the date of travel i.e 13.03.2020.
2. OP-1 is directed to pay Rs.25,000/- for giving false assurances and providing deficient service.
3. Additionally, OP-1 and OP-2 are directed to pay jointly and severally Rs.30,000/- towards compensation for mental agony and harassment.

37. OPs are directed to pay above stated amount within three months from the date of order, failing which OP-1 and OP-2 shall pay the above stated amounts with interest @8% 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.

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MONIKA A. SRIVASTAVA
PRESIDENT

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KIRAN KAUSHAL
MEMBER

DCDRC-II SOUTH DELHI/VM/Court-null/null

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