

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

ERNAKULAM

CONSUMER COMPLAINT NO. DC/555/CC/620/2022

A. K. THANGASAMY

PRESENT ADDRESS - ELA MADASSERY THRIKKAKARA POST KAKKANAD VILLAGE /
KANAYANNUR TALUK COCHIN 682 021ERNAKULAM,KERALA.

.....Complainant(s)

Versus

QATAR AIRWAYS GROUP Q.C.S.C.

PRESENT ADDRESS - GROUND FLOOR, BAJAJ BHAWAN JAMNALAL BAJAJ MARG 226
NARIMAN POINT MUMBAI 400 021ERNAKULAM,KERALA.

.....Opposite Party(s)

BEFORE:

HON'BLE MR. D.B BINU , PRESIDENT

HON'BLE MR. RAMACHANDRAN .V , MEMBER

HON'BLE MRS. SREEVIDHIA T.N , MEMBER

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

QATAR AIRWAYS GROUP Q.C.S.C.

DATED: 24/09/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION, ERNAKULAM

Dated this the 24th day of September, 2025

Filed on: 30. 12. 2022

PRESENT

Shri. D.B. Binu

Hon'ble President

Shri. V. Ramachandran

Hon'ble Member

Smt. Sreevidhia T.N

Hon'ble Member

CC.No. 620 of 2022

COMPLAINANT:

A.K. Thangasamy, Aged. 58 Yrs, S/o B. Thangasamy, Ela Madassery, Thrikkakara Post, Kakkanad Village/ Kanayakumari Taluk, Cochin-682021.

VS

OPPOSITE PARTY:

Quatar Airways Group Q.C.S.C, Ground Floor, Bajaj Bhawan, Jamnalal Bajaj Marg, 226, Nariman Point, Mumbai-400021.

(Adv,Sarosh Damania& Co for OP)

FINAL ORDER

D.B. Binu, President:

The complaint was filed under Section 35 of the Consumer Protection Act, 2019. The complainant purchased an international one-way ticket from the opposite party for travel on 05.12.2020 on the itinerary BOM–DOH (QR 557) and DOH–FRA (QR 67). Having flown Cochin–Mumbai on 04.12.2020 (IndiGo 6E 6342), the complainant reported for check-in at CSMIA-T2 just after midnight on 05.12.2020. Before documents or baggage were processed, ground-handling staff (acting for the opposite party) segregated the complainant from the queue and, after over three hours without cogent explanation, refused boarding on both sectors. No assistance (meal, water, accommodation, or rebooking) was offered. The opposite party subsequently marked the complainant as a “no-show” in the PNR despite

timely presence at check-in. The complainant possessed a valid Schengen visa and travel documents per MHA O.M./Order dated 01.06.2020 and 22.08.2020. Assertions that German authorities had denied entry, or that an unidentified “Airline Liaison Officer” required a missing “form,” were later found to be baseless. With no viable alternative during the holiday peak and “bubble” constraints, the complainant returned to Cochin and ultimately traveled to Frankfurt only on 19/20.01.2021 via Air India at additional cost. Repeated representations (emails acknowledged on 07.02.2021 and replied on 28.08.2021) seeking waiver of the €300 “no-show” charge were rejected. The complainant alleges a deficiency in service and unfair conduct by the opposite party.

2. NOTICE:

Notice was issued on 10.01.2023 and duly served on the Opposite Party, which thereafter entered appearance and filed its written version.

3. THE VERSION OF THE OPPOSITE PARTY:

The complainant booked an itinerary on Qatar Airways from Mumbai (BOM) to Doha (DOH) on QR-557 and onward to Frankfurt (FRA) on QR-67, through Coraz Travel & Trade Links Pvt. Ltd. During the COVID-19 period, international travel operated under “air bubble” restrictions, with additional entry requirements by destination countries. The complainant held a C-type Schengen visa; however, per an alert issued by German authorities, only passengers with urgent-business justification and a specified “Form” could travel. As a Platinum member case, Qatar Airways staff consulted the German Airline Liaison Officer (ALO) in Mumbai, who—citing the alert—denied “ok-to-board” because the complainant allegedly lacked the requisite form/documentation.

Invoking the carrier’s Conditions of Carriage, the opposite party submits it may refuse carriage to comply with laws or where a passenger’s documents “do not appear to be in order” (Articles 8, 14). It adds that under Civil Aviation Rules (definition clause on “Denied Boarding”), airlines may refuse carriage on reasonable grounds of health, safety, security, or inadequate documentation; therefore this is not a compensable “denied boarding” case.

Citing IATA general conditions (Article 9), it asserts passengers must present valid entry documents. Denying deficiency in service, the opposite party pleads strict proof, reserves the right to produce documents, and seeks dismissal of the complaint with costs.

4. EVIDENCE:

The complainant did not file a proof affidavit. However, Twelve photocopied documents were produced along with the complaint.

- Copy of eTicket Receipt
- Copy of Boarding Pass Receipt
- Copy of Galileo e – Ticket
- Copy of Economy Class Ticket
- Copy of Galileo e-Ticket
- Copy of Economy Class Ticket
- Copy of Galileo e-Ticket
- Copy of Economy Class e-Ticket
- Copy of e-mail from Qatar Airways Customer Care to complainant
- Copy of e-mail from Qatar Airways Customer Care to Complainant
- Copy of Itemization of Direct Expenditure
- Copy of Client Statement.

5. POINTS FOR CONSIDERATION:

- i) Whether there is any deficiency in service or unfair trade practice by the opposite parties?
- ii) If so, whether the complainant is entitled to any relief?
- iii) Costs of the proceedings, if any?

6. The issues mentioned above are considered together and answered as follows:

After considering the record, the Commission notes that the complainant failed to file a proof affidavit or comply with the procedural requirements under the Consumer Protection Act, 2019. Despite repeated opportunities, including after 26.06.2024, the complainant neither appeared nor produced evidence. The matter must therefore be decided

on the material available on record. The burden to establish deficiency in service rests on the complainant (*SGS India Ltd. v. Dolphin International Ltd., AIR 2021 SC 4849*). Mere allegations, without proof, cannot fasten liability on the opposite parties. No cogent material has been furnished; accordingly, the issues are answered against the complainant.

7. Deficiency in Service and Negligence:

“Deficiency” under Section 2(11) of the Act, 2019 means any fault, imperfection, shortcoming or inadequacy in the quality, nature, or manner of performance required by law or undertaken by contract. On the evidence placed (none from the complainant), there is no reliable material to show that the services of the opposite party fell below statutory or contractual standards. The complainant has not discharged the burden of proof; hence, deficiency in service and negligence are not proved.

In conclusion, the Commission finds that the complainant failed to provide sufficient evidence to substantiate their claims of deficiency in service or negligence by the opposite party. Therefore, the complaint is dismissed, and no relief is granted to the complainant. We have decided not in favour of the complainant on all the issues mentioned above. After careful consideration, we found that the case presented by the complainant is meritless. As a result, the following orders have been issued.

ORDER

Based on the aforementioned circumstances, the Commission has determined that the contentions raised by the complainant lack merit. As a result, the complaint is dismissed. No cost.

Pronounced in the Open Commission on this the 24th day of September, 2025.

Sd/- D.B. Binu, President

Sd/-V. Ramachandran, Member

Sd/-Sreevidhia T.N, Member

Forwarded/By Order

Assistant Registrar

APPENDIX

Complainant's Evidence: Nil

Opposite parties' evidence: Nil

Date of Despatch

By Hand::

By post::

BR/

.....
D.B BINU
PRESIDENT

.....
RAMACHANDRAN .V
MEMBER

.....
SREEVIDHIA T.N
MEMBER