**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL**

**COMMISSION AT MADURAI**

**COMPLAINT No..................of 20.....**

**IN THE MATTER OF:**

M.Murugesan,

S/o. Muniyandi,

Aged: 35

Occupation: Cricketer

D.No.4/150, Ayyanarpuram, Chinthamani Road,

Madurai District. ………………Complainant

Versus

1. The Manager,

Represented by Baggage Service Unit,

Jet Airways India Limited,

Siroya Centre, Sahar Airport,

Andheri East,

Mumbai – 400099.

2. The Manger,

Represented by Baggage Service Unit,

Jet Airways India Limited,

Trichy,

3. The Manger,

Represented by Baggage Service Unit,

Jet Airways India Limited,

Madurai, …………..Opposite parties

COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT

MOST RESPECTFULLY SHOWETH:

1. The address of the Complainant for the purpose of service of summons, notice, etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,
4. The complainant is a cricket player, and represents Tamil Nadu Ranji Cricket team in domestic tournaments. The complainant is a customer of the opposite party Jet Airways and regularly uses their service for commuting.
5. On 29.01.2017 the complainant was traveling from Saudi to Trichy via Mumbai in the opposite party Airways. The plane landed in Mumbai on the same day around 6am. The complainant was waiting to collect the checked-in baggage for his connecting flight.
6. When the luggage arrived at the baggage counter the complainant found that his suitcase was damaged and open. The complainant was shocked to see that the Samsung LED TV which he had carefully packed in the baggage was badly damaged.
7. The complainant approached Jet Airways staff present in Mumbai and reported the incidence of the lost baggage. Subsequently, the staff gave him a baggage damage report vide File No. BOM9W55305 (Exhibit A1), and ensured the complainant that they would properly investigate the matter and give a peaceful resolution.
8. The opposite party 1 gave an assurance to the complainant that he would be compensated the same either by a new TV or with equivalent cash as soon as he reached the Trichy Airport. Believing on the assurance the complainant left the broken baggage with the opposite party 1.
9. However, on reaching Trichy airport, the complainant was not provided with any replacement for the broken TV or equivalent cash as promised by the staff of the opposite party. This caused immense mental agony and hardship to the complainant.
10. On 10.7.17 The complaint approached the customercare of Jet Airways through email and informed them about the incident that took place at the baggage counter in Mumbai. The opposite party acknowledged the complaint via emails sent on the same date 10.07.17 and gave an assurance that the query would be responded to on 24 hrs.
11. Subsequently, on 12.07.17 the opposite party again retreated that they would revert to the complainant within 48 hrs.
12. But till date neither the 1st nor the 2nd opposite party have made any response to the complainant nor have compensated the complainant for the unfair trade practice adopted on the part of the opposite party.
13. The complainant patiently waited for over 2 months, but with no hope of resolution to be provided by the opposite party sent a legal notice dated 03.04.2017 to Jet Airways (Exhibit A6) i,e opposite party 1,2 and 3. The opposite pary 2 and 3 did not respond to the legal notice sent by the complainant.
14. The opposite party 1 sent a very late reply dated 05.05.2017 (Exhibit A7), denying any responsibility for the damage to the baggage. Instead the opposite party asked for the documents like board pass and ticket to enquire into the matter.
15. It is submitted that the documents asked by the opposite party in the reply to the legal notice were already sent to the opposite party along with legal notice dated 17.7.17.
16. The complainant states that the late reply to the legal notice by the opposite party and asking for the documents already available in their possession, is an attempt to defeat and delay the genuine claim of the complainant.
17. It is prima facie evident that Jet Airways has indulged in deficiency in service and unfair trade practice by - a) Damaging my baggage and not securing it properly during transit b) Not providing prompt resolution or compensation for the damaged TV as promised c) Delaying and avoiding my complaint through vague emails and ignoring my legal notice.
18. The conduct of the opposite party has caused distress and mental agony to the complainant. Hence, the complainant has approached the hon’ble forum for proper remedy.

**CAUSE OF ACTION:** The cause of action arose when the complainant first discovered the damage to their suitcase and the Samsung LED TV upon landing at Mumbai airport on January 29, 2017. The cause of action again arose when customer care did not resolve the grievance of the complainant.

**JURISDICTION**: The amount of loss incurred for the deficiency in service provided by the opposite party is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.

**COURT FEE:** The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**PRAYER**:

In light of the above, I humbly pray to the Hon'ble Forum to allow my complaint and direct Jet Airways to:

a) Pay compensation of Rs. 50,000 for my damaged TV

b) Pay Rs. 30,000 for mental agony caused

c) Pay Rs. 10,000 for deficiency in service

d) Pay Rs. 10,000 as litigation charges

**EVIDENCE**:

I am attaching the following documents as evidence:

1. Damage Report dated 29.01.2017 (Exhibit A1)
2. TV Cash Memo (Exhibit A2)
3. Excess Baggage Ticket (Exhibit A3)
4. Flight Ticket (Exhibit A4)
5. Emails (Exhibit A5)
6. Legal Notice (Exhibit A6)
7. Reply from Jet Airways (Exhibit A7)

**VERIFICATION:**

I solemnly M.Murugesan, S/o. Muniyandi, Aged: 35 Occupation: Cricketer D.No.4/150, Ayyanarpuram, Chinthamani Road, Madurai District. affirm that the facts stated above are true to the best of my knowledge. Your kind intervention is sought to get me justice.

Thanking you,

(M. Murugesan)

Complainant