**BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT SOUTH GOA**

ORIGINAL COMPLAINT NO. \_\_\_\_\_\_/2023

(Filing Date: \_\_.\_\_.2023)

Pankaj K. Sinha,

Shah Kamakshi Plaza,

A/10, Possrem Bhat,

Murda, Merces,

Goa - 403005………………………………………………………………………..complainant

Interglobe Aviation Ltd. & Anr,

Global Business Park,

Gurgaon, Haryana………………………………………………………………….opposite party

**COMPLAINT UNDER S. 35 OF THE CONSUMER PROTECTION ACT, 2019**

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:

The Complainant had booked a ticket for flight No. 6E 6359 with PNR No. TIEBQZ for travel from Patna to Goa via Hyderabad and it was booked through the agent Journey Tours and Travels, Sharma Transport, Shop No.1, Crisbasol Plaza, Near KTC Bus Stand, Panaji for journey on 12.11.2019.

On reaching Patna Airport, the Complainant got his baggage screened and then presented the said baggage at one of the counters of Indigo for which two boarding passes were issued to him, one for journey from Patna to Hyderabad and 2nd one from Hyderabad to Goa. After going through security checks, the Complainant boarded flight No. 6E 6359 of Indigo at about 11.35 hours. Upon reaching Hyderabad Airport the Complainant had to wait for nearly 2 hours. After which he boarded flight No. 6E 6809 for departure from Hyderabad to Goa at about 16.30 hours.

Upon reaching Goa the crew members of the flight informed that baggage would be available on belt no. 1 of Indigo. In spite of waiting for baggage at belt no.1 the Complainant’s baggage did not arrive. Accordingly, the Complainant contacted the Indigo staff who were at duty desk near the belt. The staff inquired with the Complainant as to whether the baggage contained any power bank, for which the Complainant replied in negative. The Complainant waited for 2 hours at Dabolim Airport. The Indigo staff then asked the Complainant to fill one form (Property Irregularity Report) about the non receipt of his baggage. One form alongwith baggage sticker stucked on the boarding pass was retained by the Opposite Party (OP). According to the Complainant his baggage tag no. is 0312267703. The Complainant was thereafter given a mobile no. 8929347790 to ascertain the status of his baggage. The Complainant was informed that a message regarding his baggage has been sent in all air stations.

After a week the Complainant was informed by the said staff that his baggage of 8ks could not be traced and is reported lost and most probably a compensation at the rate of ₹350/- per kg as per Indigo Airlines Policy would be given. After about 1-2 days the Complainant got a call from the Customer Executive of OP reiterating that his luggage is reported lost and he would be given compensation at the rate of ₹350/- per kg.

According to the Complainant he lost the following garments/clothes along with Aristrocrat briefcase, total worth ₹47,787/- Blazer (2 nos), T-Shirt (Polo half size- 2 nos), Flat Front Trousers (4 nos) and Full sleeve Shirts (2 nos), having total cost: ₹37,887/- , with bill enclosed. Additionally, Pyjama ( 2 nos), Kurta (3 nos), Half sweater (1no.), socks (1 pair), undergarments (3 underwears and 3 banyans), KVIOC T-shirt (1 no.), Aristrocrat luggage (EDEN NXTEPS TROLLY), Total costing ₹ 9,900/- , which bills the Complainant does not possess.

The Complainant had written to the OP to intimate OP if the said compensation was not acceptable. Vide email dated 16.12.2019 the Customer Relations Officer replied stating that they are going to reimburse only ₹350/- per kg i.e. ₹2,800/- for the loss of the goods as per their Airlines Policy.

**Cause of Action**

The cause of action arose as the OP did not take proper care of the Complainant’s luggage thereby resulting in its loss and offered a mere amount of ₹2,800/- as compensation while the actual amount involved was ₹47,787/-. Thus adding insult to the loss.The cause of action is still continuing due to failure to resolve the Complainant's grievances by the OP till date. Hence the present complaint.

**Limitation Period and Court Fees**

The present complaint is being filed within a period of two years from the date of cause of action, as prescribed under section 69 of the Act, 2019. The Complainant declares that requisite court fees as per statutory rules is being paid on the present complaint.

**Territorial Jurisdiction**

This Hon'ble Commission has territorial jurisdiction to entertain and adjudicate upon the present complaint as the cause of action has arisen within its jurisdictional limits where the Complainant is a permanent resident.

**Pecuniary Jurisdiction**

The value of the present complaint is less than Rs. 50 lakhs, as the amount of compensation is well within the pecuniary jurisdiction limits prescribed for this Hon'ble Commission.

**Evidence Relied Upon**

1. Complainant’s boarding pass and ticket
2. Property Irregularity Report from Indigo
3. Email correspondence with Indigo
4. Bills for items enumerated above.

**Prayer**

In view of the above stated facts and circumstances, and in the interest of justice, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

* Order OP to refund to the Complainant a sum of Rs. 47,787 towards his lost luggage
* Grant any other reliefs which this court deems necessary to secure the ends of justice.

**VERIFICATION**

I, Pankaj K. Sinha, resident of Possrem Bhat, Murda, Merces, hereby declare that I have not misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

Name & signature of the complainant