

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION

SOUTH DELHI

CONSUMER COMPLAINT NO. DC/83/CC/221/2022

NANKI SINGH

PRESENT ADDRESS - RESIDENT OF A-13 NETI BAGH, NEW DELHI 110049SOUTH,DELHI.

.....Complainant(s)

Versus

EMIRATES

PRESENT ADDRESS - 3 MITTAL CHAMBER 228, NARIMAN POINT MUMBAI, MAHARASHTRA 400021SOUTH,DELHI.

.....Opposite Party(s)

BEFORE:

MONIKA A. SRIVASTAVA , PRESIDENT

KIRAN KAUSHAL , MEMBER

FOR THE COMPLAINANT:

NEMO

FOR THE OPPOSITE PARTY:

NEMO

DATED: 29/10/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II

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

(Behind Qutub Hotel), New Delhi- 110016

Case No.221/2022

1. Nanki Singh

Daughter of Mr. Jungbir Singh
Resident of A-13, Neeti Bagh,
New Delhi-110049

2. Rohini Singh

W/o Mr. Jungbir Singh
Resident of A-13, Neeti Bagh,
New Delhi-110049

3. Jungbir Singh

S/o Mr. Dalbir Singh
Resident of A-13, Neeti Bagh,
New Delhi-110049

4. DGS Consulting,

Through its Proprietor
Mr. Jungbir Singh

Having its office at:

....Complainant

Versus

1. Emirates

Through Mr. Jabr Abdo Darwish Alazeeby

Having its registered office at:

3, Mittal Chamber 228,
Nariman Point, Mumbai,
Maharashtra-400021

Also at

East Wing, Unit 209-210,
2nd Floor, World Mark 1,
Aerocity, New Delhi-110037

2. Blue Ocean Travels Private Limited

Proforma party)

Having its Office at:

13-D, Gopala Tower,
Rajinder Place
New Delhi-110008

....Opposite Party

Date of Institution : 16.08.2022

Date of Order : 29.10.2025

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

Present: Adv. Niharika Nagrath along with Adv. Arjun Nagrath for complainant.
Adv. Sohrab Singh Mann along with Adv. Shivani, proxy counsel on behalf of

ORDER

President: Ms. Monika A Srivastava

Complainant has filed present complaint seeking a sum of Rs.36,58,091/- along with interest @15% p.a from the date of payment.

1. It is stated by the complainant that Complainant No.1 along with her parents, complainant no.2 and 3 are frequent flyers and are long standing loyal customers of the Airlines operated by the OP.
2. It is stated that OP makes tall claims on its website '*Emirates Customers Fly Better*'. '*We stay committed to providing you with a better flying experience with us*'. '*When you fly with us, you can expect the extraordinary*.' It is stated that relying on the tall claims of the OP that they provided the best-in-class services, complainant booked business class tickets worth Rs.9,41,926/- for round trip travel from Delhi to Istanbul via connecting flight from Dubai for 27.03.2022 for a five-day trip to Turkey.
3. Complainant applied for e-visa which was duly issued to her on 15.03.2022 by the Republic of Turkey for which the complainant submitted all requisite documents including the U.K Visa issued in her favour. It is stated that Complainant No.1 was issued Turkish visa which expressly mentioned the date of entry as 25.03.2022 valid until 20.09.2022 and permitted 30 days stay. The Turkish visa also mentioned that the Complainant No.1 held an additional visa of U.K with expiry date 19.04.2032.
4. Complainant No.1 reached the airport on 27.03.2022 and presented the Turkish visa and passport and the staff of OP, without raising any concern issued boarding passes to the complainant and her parents. It is stated that in the entire process, no issue regarding the validity of the Turkish visa nor any clarification was sought by the staff of the OP and boarding passes were issued.
5. It is further stated that flight from New Delhi to Dubai was boarded by the complainant along with her family however, after landing at Dubai International Airport when they reached the boarding gate, complainant was told that her boarding pass issued for Istanbul was not acceptable by the staff of OP at Dubai International Airport as her Turkish Visa was invalid as on 27.03.2022 notwithstanding the date of entry which was mentioned as 25.03.2022 on the e-visa.

6. Complainant No.1 was disallowed to board the flight to Istanbul by the OP acting in a most arbitrary manner. Complainant No.1's ticket for her entire trip to Turkey was wasted and depriving her the right to use the ticket for her return from Dubai to Delhi.
7. It is stated that OP has acted in the most delinquent manner and has committed gross deficiency in services by omitting to undertake a full verification of complainant No.1's travel documents pertaining to the Turkish visa of the complainant, miscommunication and lack of coordination on the part of airlines staff of the OP at New Delhi and Dubai Airport and their failure to deliver '*better flying experience*' which the OP warranties to its customers.
8. It is stated that owing to the deficiency on the part of the OP, complainants have suffered monetarily by having to spend additional immoderate amounts towards non-refundable hotel booking in Istanbul and Turkey. Further, complainants were forced to pay exorbitant amount for booking a stay at Dubai at the eleventh hour, cancelling and rescheduling flight tickets for herself as well her parents and for enduring mental trauma as they were left stranded on a foreign land with their travel plan jeopardized.
9. It is further stated that as per the communication exchanged between the complainants and OP between 31.03.2022 to 07.04.2022 OP has acknowledged that it was mandatory for its airport staff to verify and scrutinize all the documents in detail especially those pertaining to the visas so that the person travelling is not inconvenienced in any manner more so during international travel.
10. It is stated that in case there was any issue with the already issued visa to Complainant No.1. the same should have been addressed by the OP at the New Delhi Airport itself prior to her boarding the flight to Dubai which could have saved the complainants from all the trauma and expenses caused due to lack of competence on the part to the staff of OP.
11. It is further stated that as per the unique communication dated 07.04.2022 of the OP, '*entry, exit and transit regulations are decided by the sovereign states to which we operate. Regulations can change with no notice and we cannot override any decisions we are advised of. This is beyond the control of Emirates.*' It is stated that OP has failed to show that there was any change in travel regulations by the Republic of Turkey during the period of the flight of the complainant from New Delhi to Dubai which was of three hours duration and OP has further failed to assign any plausible reason for the divergent opinions adopted by the staff at New Delhi and at Dubai.
12. It is further stated that Complainant No.2 who is an Emirates Skywards Gold Member had

to attend urgent business meetings in Istanbul on 28.03.2022 which he was not able to attend as he could not have left his young daughter (Complainant No.1) stranded at Dubai Airport.

13. It is further stated that pursuant to the countless follow-ups with OP, an amount of Rs.2,26,113/- was reimbursed to the complainants on 15.05.2022 towards the air fare of Complainant No.1 which is only a part refund of the air fare as the ticket of complainant no.1 itself costed Rs.3,23,000/-.
14. It is further stated that complainant no.1 had to purchase a fresh ticket for her return from Dubai to Delhi which costed Rs.1,23,777/- It is alleged by the complainant that OP is liable to compensate the complainant for their unreimbursed air fare of the complainant No.1, issuance of visa, payments made for stay in turkey which were not refunded and towards stay of complainant no.1 and her family in Dubai. In this regard, a legal notice was issued dated 21.05.2022 calling upon OP to pay a sum of Rs.36,19,564/- which was duly delivered to the OP. Complainant also seeks Rs.25,00,000/- towards compensation for mental agony.
15. OP-2 was proceeded ex parte. OP-1, in their reply have stated that the present complaint is not maintainable as there no deficiency in service on the part of OP-1. It is stated that complainant no.1 was unable to travel on the ticket issued to her as she had obtained a Turkish visa on the basis of U.K visa which was not valid on the date of her travel to Turkey. It is stated that the staff of OP-1 at Dubai sought a clarification from Turkish Emigration Authorities after noticing that her U.K Visa was not valid and was advised by Turkish Emigration Authority to not let complainant No.1 travel to Istanbul. In these circumstances Complainant No.1 was denied boarding on flight from Delhi to Istanbul. This act of OP-1 cannot be said to amounting to deficiency of service.
16. It is stated that the complainant was well aware that she had applied for a Turkish e-visa from 25.03.2022 to 20.09.2022 based on declaration that she had a valid U.K Visa but her U.K Visa was only valid from 19.04.2022 thus on the date of her travel i.e 27.03.2022 her U.K visa was not valid and therefore, the Turkish visa was also not valid. When the said discrepancy was noticed by the staff of OP-1, complainant No.1 was not permitted to board the flight after bringing the same to the notice of Turkish Emigration Authorities. It is stated that this is the case of negligence on the part of the Complainant No.1 herself and not on the part of OP.
17. It is stated that e-visa clearly stated that it was valid from 25.03.2022 till 20.09.2022 which was valid for a single entry for the duration of 30 days. The visa also carried a declaration that complainant no.1 had a valid supporting document (valid visa or valid residence permit from the Schengen countries, USA, U.K or Ireland).

18. It is stated that the declaration made by the complainant no.1 while applying for her visa was false as she did not have a U.K Visa at the time of her application for e-visa. It is stated that complainant No.1 did not have a valid U.K Visa at the time of travelling and the U.K Visa was valid only from 19.04.2022. It is stated that the additional visa of UK was not uploaded and the e-visa is issued by the Government of Turkey purely based on declaration as to the validity of additional visa.
19. It is further stated that e-visa contains a clear disclaimer that the information on the e-visa must match the information on the valid travelled document completely otherwise the e-visa will be invalid and the Turkish authority may not permit e-visa holder to enter Turkey in exceptional circumstances.
20. It is stated that the decision of the Turkish authorities to not permit complainant no.1 to enter Turkey on her e-visa as the U.K visa was not valid on the date of travel cannot be termed as deficiency on the part of OP-1.
21. It is further stated that an airline is authorized to check a passenger's travel document at every point of emigration including the transit points. Reliance is placed on Article 13 of the Conditions of Carriage Act of OP, copy of which is annexed as Annexure R-1. Copy of IATA General Condition of Carriage (Passenger and Baggage) is annexed as Annexure R-2 as per which an airline has a right to refuse carriage to a passenger even if the passenger started his journey and/or completed part of the journey before it comes to notice that the passengers travel documents are not in order.
22. It is further stated that it is not the airline alone but the emigration authorities who also checked the passenger's travel documents before allowing them to leave the country. It is stated that complainant no.1 was cleared at New Delhi not only by the checking staff of OP but also by the emigration authority at New Delhi.
23. It is further stated that an airline is usually subject to heavy fines by the government of the destination country for bringing in passenger without the valid documents and therefore the verification of travel documents by the airline is also for its own benefit. It is stated that passengers cannot demand from an airlines that they must check his/her travel documents so as to ensure that the passengers is not denied entry by the emigration authority of the destination country nor can a passenger hold an airlines liable or responsible for being deported or being denied entry to the destination country because of invalid/deficient travel document.

24. It is further stated that complainant no.1 could not have used her ticket for travel to Dubai to Istanbul as the same was cancelled and was refunded as admitted by her in the complaint. It is further stated that rescheduling of travel dates can only be done well in advance prior to the date of the travel and not a few hours before reporting time or after the date and time of travel.
25. It is stated that complainant no.1 could not have utilized the ticket for return from Dubai to New Delhi as tickets could not be used out of sequence nor can a part cancelation of ticket, be made. Therefore, ticket of complainant no.1 was cancelled for the remaining sectors i.e Dubai-Istanbul, Istanbul-Dubai and Dubai-New Delhi so as to minimize her losses.
26. It is reiterated by the OP that 'duty' is cast upon an airline for verification, scrutiny of documents of a passenger towards the country of destination and the airlines is subject to heavy fines, if they are found carrying a passenger without having valid and adequate documents for entry in that country.
27. It is stated that the reason for complainant no.1 experiencing the alleged trauma was on account of the false declaration made by the complainant herself and not because of lack of competence on the part of OP-1. It is further stated that OP-1 is not liable for any charges towards visa obtained by the complainant nor for any accommodation or stay at Turkey. It is stated that even if the complainant no.1 was prevented from travelling from New Delhi to Dubai, the complainant would have still lost the money paid for accommodation and stay in Turkey. It is further stated that OP-1 is also not liable to pay for their stay at Dubai as their stay at Dubai was voluntary and not on account of being prevented from travelling from Dubai to Istanbul.
28. It further stated that due to reasons relating to Data Protection Regulation inforce in Dubai, the legal office of the OP could not respond to the notice of the complainant. It is stated that the claim of the complainant of Rs. 36,58,091/- is without any merit or justification and therefore is not tenable. It is further stated that complainant Nos.2 and 3 have fully utilized their tickets and therefore not entitled to any refund/reimbursement.
29. In their rejoinder, complainants have reiterated that it is duty of OP-1 to thoroughly check the documents of all their passengers and an error/deficiency of service was made by OP-1 in not checking the document of complainant no.1 because of which she was stopped at Dubai.
30. It is next stated that reliance of OP-1 on Article 13 of the condition of carriage and the Article 14 of IATA General Conditions of Carriage (Passenger and Baggage) is indicative that it is the obligation of airline to check the validity of document while issuing boarding

pass. It is stated that in case her visa to turkey was not valid then complainant no.1 should have not have been issued a boarding pass for the entirety of flight i.e till Turkey.

31. It is reiterated by complainant no.1 that she had submitted all correct and requisite documents for issuance of Turkish e-visa and was granted the visa based on the documents. It is stated that OP-1 has clearly acknowledged that it was mandatory for staff to verify all the documents in detail especially those related to visa however, OP-1 has clearly committed deficiency in service/negligent/incompetence.
32. Complainant no.1 has stated that complainant No.2 and 3 could not have left their child in foreign land and could not caught their flight to Turkey and therefore for OP-1 to say that they have voluntarily chosen to stay at Dubai is not correct.
33. Both the complainant as well as OP have filed their respective evidence affidavits as well as written arguments. This Commission has gone through the entire material on record.

Complainant has placed on record the invoice issued for her ticket for a sum of Rs.3,42,057/- E-visa issued by the Turkey and the emails written between the parties. Complainant has also placed on record refund of Rs.2,25,877/- by the OP as also the bookings made at Istanbul and the payments made by the complainants. Complainant has placed on record the payments made for the stay at Dubai for a total sum of 6254 AED. OP has placed on record Article 13 of the condition of the carriage and IATA in General Condition of Carriage, ticket history of complainants' 2 and 3 showing that they had flown to all the sectors. OP has relied on judgment passed by Hon'ble NCDRC in *Air India Vs Sushil Kumar II* (2015) CPJ 75 (NC), *Emirates Airlines Vs Deshraj Malhotra* 2015 SCC Online NCDRC 906, wherein Hon'ble NCDRC held Emirates to be not liable for not allowing the complainant to travel because of a technical fault in visa.

Complainant has relied on *Shameem Uddin Vs Country Head of Kuwait Airways III* (2023) CPJ 259(Del). passed by the Hon'ble DSCDRC wherein airline was held guilty for not taking care of the documents provided by the passenger because of which the passenger had to be deboarded or denied boarding.

Reference has been made to the judgement passed by Hon'ble SCDRC, Tamil Nadu in *The Emirates Airlines vs Mohammed Ghafoorur Rahman* decided on 16.03.2012 wherein the complainants were not allowed to continue with their journey because of defective visa, OPs were held liable for negligence and deficiency in service for not guiding the passengers to travel with proper visa.

In *Shamim Uddin's* case Delhi SCDRC had held that OPs have failed to provide quality services to the complainant. In this case the complainant was offloaded from the connecting flight and once reported back to India due to his poor profile on the advice of the airline liaison officer who had no authority to do so. This is not similar to the case before this

Commission. In the present case, Complainant no. 1 was not allowed to board the connecting flight to Turkey as she did not have the valid UK visa on the basis of which she was granted the Turkey visa.

OP has taken the plea that it was not just their duty to examine the Turkish visa but also the duty of the immigration authorities to check the visa before allowing the complainant no. 1 to board the flight from Delhi to Dubai. This Commission finds favour with this argument of the OP to some extent and therefore we are of the view that the entire blame cannot be shifted to the OP airline.

Keeping in mind that OP has already provided part refund of the complainants airfare for the unused sectors of the flight ticket, this Commission orders OP to grant full refund of the airfare purchased by the complainant no 1 i.e Rs.3,23,000/-after deducting the amount already paid by them i.e Rs.2,26,113/- to the complainant. The amount is to be refunded to the complainant with 6% interest from the date of the earlier refund i.e 15.05.2022 till realization along with the cost of Rs.20,000/-towards cost of litigation. Complainant is not found entitled to any other relief.

OP to comply with the order within three months from the date of pronouncement of the order failing which the OP shall be liable to pay interest at the rate of 9% p.a till realization.

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

MONIKA A. SRIVASTAVA
PRESIDENT

KIRAN KAUSHAL
MEMBER