**COMPLAINTS AGAINST AIRLINES**

BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT BOMBAY

ORIGINAL COMPLAINT NO. OF 1999.

XYZ & & Complainant

Versus

Arctic Airways & Opposite Party

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BEFORE THE CONSUMER DISPUTES REDRESSAL DISTRICT FORUM AT BOMBAY

ORIGINAL COMPLAINT NO. OF 1999.

Mr. XYZ,

18, Raza Bldg.,

R.M Road, Mumbai 400 024. & Complainant

Versus

Arctic Airways,

Mumbai Airport Terminal II A

Sahar, Mumbai 400 099. & Opposite Party

This complaint under section 12(a) of the Consumer Protection Act, 1986, is presented on the grounds stated herein under:-

1.     That the Complainant is a diamond merchant and frequently travels out of India for business commitments and the Arctic Airways, the Opposite Party abovenamed, is a scheduled Airline operating flights to and from India and having its office at the address given in the title above.

2.     That the Complainant on 19/6/1999 travelled from London to Mumbai by Arctic Airways by flight No.BA 174 and carrier flight No.BA 139. When the Complainant reached Mumbai Airport, he found that his baggage included suitcase bearing carrier-bag tag No.DA 649098, brand name UNK had major damages and inter-alia following articles were lost from the said suitcase viz.

                              i.                One suit costing 34,950 Belgium Frank

                             ii.                Two sarees costing US $ 100 each

                            iii.                Two jeans costing US $ 90 each and,

                            iv.                Other articles The above articles totally weighed 12 kgs and the net value of the above lost articles was Rs.1,48,463/-.

**Ex.A**

3.     The Complainant immediately informed the Opposite Party at the Sahar Airport, Mumbai about the said loss articles. The said representative inspected the damaged suitcase and issued memo for damaged articles duly filled after the inspection wherein the damage has been shown as the major damage. The Opposite Party’s representative at the Airport informed the Complainant that the Complainant would be compensated for the said loss of articles. Hereto annexed and marked as Ex.A is the copy the above memo.

4.     The Complainant thereafter visited the Opposite Party twice or thrice when he was informed that he had to give written complaint for the above loss.

**EX. B**

5.     The Complainant on 28/6/1999 forwarded the written complaint dated 26/6/1999 to the Opposite Party. The Opposite Party asked the Complainant to produce the bills for the purchase of the said lost articles. Hereto annexed and marked Exhibit "B"is the copy of the said complaint dated 26/6/1999.

**EX.C**

6.     Accordingly by a letter dated 29/6/1999, the Complainant submitted the bill for the purchase of the suit and also informed the Opposite Party that sarees and jeans were purchased on cash payment from New York and the bills for the said sarees and jeans have been lost with the above articles. Hereto annexed and marked as Exhibit "C"is the copy of the said letter dated 29/6/1999.

**EX.D**

7.     The Complainant states that by a reply dated 2/7/1999 the opposite party informed the complainant that they were liable for only the missing 12 kgs of the articles and were ready to reimburse the complainant US$240/-. The complainant did not accede to the said offer as it was much less then the value of the lost articles. Hereto annexed and marked as Ex.`D"is the copy of the above reply dated 2/7/1999.

**EX.F**

8.     The Complainant states that again by a letter dated 9th July 1999 (the date is wrongly mentioned as 09 June 1999 in the said letter), the opposite party expressed their inability to pay the amount claimed by the complainant and reiterated that they were unable to better their offer of USD 240/-. Hereto annexed and marked as Ex.`E’is the copy of the above letter dated 9th July 1999.

**EX.F**

9.     As the Opposite Party did not accede to the complainant’s request, the complainant by an advocate’s notice dated 24th August 1999 called upon the Opposite Party to pay the loss suffered by the Complainant within 7 days of the receipt of the said notice. The said notice was duly received by the Opposite Party but neither they paid the above amount to the complainant nor replied to the said notice. Hereto annexed and marked as Ex. `F’is the copy of the above notice and its acknowledgment.

10.  The Complainant states that the amount offered by the opposite party for the loss of above articles is much less then the actual amount of the lost articles. The opposite party is responsible for the compensation of the lost articles according to the claims made by the complainant. The opposite party ought to have taken sufficient and adequate steps to avoid the loss due to its negligence and inefficiency. The opposite party is negligent in handling the above baggages of the Complainant. Because of the negligence of the Opposite Party, the Complainant has lost the above articles from his suitcase. All the articles, which are carried by the passengers with them, are kept in the custody of the crew members of the flight and the said crew members are duty bound to handle with care the above articles. If any articles are lost and/or damaged during the travel by Air flight, then the negligence can be imputed on the part of the Airlines. In the above case the Complainant had trusted his baggage with the Airlines during his travel from London to Mumbai and the said baggage had been damaged during the travel. The Airlines did not handle the said baggage with due care and therefore they are negligent in handling the said baggage and therefore there is deficiency in service on the part of the Opposite Party.

11.

**Ex.G**

The total claim of the Complainant is Rs. 2,18,463/- as per the particulars of the claim annexed hereto as Ex.`G’which is less than Rs.5 lacs and the cause of action arises in Andheri, Mumbai, hence the district forum has the jurisdiction to try and entertain this complaint. The complainant when arrived at the Mumbai airport he came to know about the lost articles. The complaint about the said loss articles was made at Mumbai to the opposite party and the opposite party made the offer for compensation from their office at Mumbai. Therefore, this forum has the jurisdiction to try and entertain the complaint.

12.  The complainant has not filed any complainant having the same cause of action in any other forum or court.

13.  The claim in the complaint is not barred by the law of limitation.In the circumstances, the Complainant therefore prays that:

a.     the opposite party be directed to pay to the Complainant the sum of Rs. 1,48,463/- being a loss incurred by the Complainant on account of the negligence and inefficiency of the opposite party:

b.    the Opposite Party be directed to pay to the Complainant the sum of Rs. 20,000/- being the cost of the legal expenses borne by the Complainant;

c.     the opposite party be directed to pay to the complainant the sum of Rs.50,000/- being the cost of the visiting the opposite party, phone calls, follow up and mental agony and harassment suffered by the Complainant due to negligence and deficiency in service by the opposite party.

d.    any other relief deemed fit and proper in the circumstances of the case. Dated this day of December 1999 Advocate for the Complainant Complaint

**VERIFICATION**

I, XYZ of Mumbai, Indian Inhabitant the complainant abovenamed carrying on business at 18, Raza Bldg., R.M Road, Mumbai -- 400 024 do hereby solemnly declare and state that what is stated in paragraphs no.1 to 10 of the above complaint is true to my own knowledge and what is stated in the remaining paragraphs is stated on information and belief and I believe the same to be true.

Solemnly declared at Mumbai )

this day of December 1999 )

Before me

Advocate for the Complainant

BEFORE THE CONSUMER DISPUTES REDRESSAL

DISTRICT FORUM AT BOMBAY

ORIGINAL COMPLAINT NO. OF 1999.

XYZ & & Complainant

Versus

Arctic Airways & Opposite Party

PARTICULARS OF CLAIMS

1.             Loss of Articles

a.     Two Sarees costing US $ 100 each

b.    Two jeans costing US $ 90 each

c.     Other articles

2.             Cost of damaged Suit case brand UNK 34,950 Belgium Frank In Rupees : 1,48,463/-

3.             Cost for visiting the opposite party, phone calls, mental agony And harassment Suffered by the complainant and time lost in the follow-up with the opposite party In Rupees : 50,000/-

4.             Legal expenses In Rupees : 20,000/- ---------------------------------------------------------------------------------------

Total in Rupees : 2,18,463/-

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18, Raza Bldg.,

R.M Road, Mumbai 400 024. & Complainant

Versus

Arctic Airways

Mumbai Airport Terminal II A

Sahar, Mumbai 400 099. & Opposite Party

VAKALATNAMA

I, XYZ, the complainant abovenamed do hereby appoint Mr. ABC to act, appear and plead for me in the above matter.

IN WITNESS, WHEREOF, I have affixed my hands to this writing.

Dated this day of December 1999

Accepted

Complainant

ADVOCATE

N.B. I am not the member of the Advocate’s welfare fund

BEFORE THE CONSUMER DISPUTES REDRESSAL

DISTRICT FORUM AT BOMBAY

COMPLAINT NO. OF 1999

XYZ & Complainant

Versus

Arctic Airways

& Opposite Party

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ORIGINAL COMPLAINT

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DATED THIS DAY OF DEC.99

ADVOCATE FOR COMPLAINANT