



RESEARCH QUESTION

"What are an air passenger's rights in India when a flight is cancelled or delayed, what do the DGCA Civil Aviation Requirements say about refunds and compensation, and what remedies exist against travel booking platforms and hotels that deny confirmed bookings?"

Legal Research Memo

⚠ Limited results: only 6 substantive cases were found for this query.

TL;DR

In India, while airlines are exempt from paying monetary compensation for flight cancellations or delays caused by factors beyond their control (such as weather or air traffic control), they are legally obligated to provide basic facilitation, including refreshments, meals, and toilet access. The Supreme Court in *M/S Interglobe Aviation Ltd. v. N. Satchidanand* (2011) established that a failure to provide this minimum facilitation during a delay constitutes an actionable deficiency in service under consumer law. Furthermore, customers are legally protected against travel booking platforms and partner hotels that wrongfully deny confirmed bookings, which constitutes a breach of contract and tortious interference.

VERIFIED CASES	STATUTES	LATEST RULING
6	4	2025
3 High Courts · 3 SC		Madras High Court

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I. Detailed Analysis

KEY PRINCIPLES ESTABLISHED

01 DGCA Civil Aviation Requirements (CAR) govern the rights of delayed or cancelled passengers

The CAR under Section 3, Series M, Part IV establishes explicit consumer protection guidelines for facilities, refunds, and compensation when flights are cancelled or delayed, and any non-compliance allows aggrieved passengers to approach a consumer forum for remedy as affirmed in *Y. V. Sharma v. Union of India* (2015).

02 Airlines are bound by structured refund frameworks during unexpected disruptions

Under civil aviation directives, passenger ticket refunds must be processed within a strict timeline (including the potential issue of transferable, interest-accruing credit shells during severe financial or systemic crises) to protect consumer funds from unilateral retention by carriers, as observed in *Pravasi Legal Cell & Ors. v. Union of India & Ors.* (2020).

03 A strict two-year limitation period applies to international carriage claims

Rule 30 of the Carriage by Air Act, 1972, acts as a complete code that extinguishes the passenger's right to claim damages if legal action is not initiated within two years, thereby completely excluding the applicability of domestic laws for condonation of delay, as held in *Bhagwandas B. Ramchandani v. British Airways* (2022).

04 Hotels and platforms are legally bound to honor confirmed reservations

Where a contractual relationship exists between online booking platforms and hoteliers, the hotels cannot arbitrarily boycott booking platforms or refuse to honor confirmed consumer reservations, and doing so constitutes tortious interference and breach of contract, as established in *Oravel Stays Pvt. Ltd. v. Kota Hotels Federation* (2020).

05 Failure to execute promised bookings constitutes an actionable deficiency in service

Consumers have robust remedies under consumer protection laws, including refunds and compensation for mental agony, whenever service providers fail to maintain the quality, nature, or contractual performance promised to the user, as demonstrated in *Kolappan Thanu Achari v. R. Gunanithi* (2025).

HOW THE COURTS HAVE APPLIED THIS

SUPREME COURT POSITION

The Supreme Court has maintained that carriers cannot be held liable for monetary compensation due to flight delays arising from force majeure events like bad weather or ATC congestion. However, the Court draws a sharp line regarding passenger comfort, holding that airlines are unconditionally bound to provide basic facilitation (water, meals, toilet access) during delays, and a failure to do so is a clear deficiency in service.

HIGH COURT VARIATIONS

High Courts have enforced passenger rights by verifying that the DGCA monitors airline tariffs and complaints under Rule 135 of the Aircraft Rules, 1937, ensuring airlines do not engage in predatory pricing while passengers are stranded. Additionally, High Courts issue civil injunctions against local hotel federations that coerce individual hoteliers to boycott online aggregators and wrongfully deny bookings.

II. Statutory Provisions 4 PROVISIONS

SECTION 5, CARRIAGE BY AIR ACT, 1972 — LIABILITY IN CASE OF DEATH

This section establishes the framework for determining a carrier's liability regarding the death of a passenger under the First, Second, and Third Schedules of the Act.

"(1) Notwithstanding anything contained in the Fatal Accidents Act, 1855 (13 of 1855) or any other enactment or rule of law in force in any part of India, the rules contained in the First Schedule, the Second Schedule and the Third Schedule shall, in all cases to which those rules apply, determine the liability of a carrier in respect of the death of a passenger.

(2) The liability shall be enforceable for the benefit of such of the members of the passengers family as sustained damage by reason of his death." *Cited in:* None of the discussed cases.

SECTION 4, CARRIAGE BY AIR ACT, 1972 — APPLICATION OF AMENDED CONVENTION TO INDIA

This section gives the force of law in India to the rules contained in the Second Schedule of the Act relating to the rights and liabilities of carriers, passengers, and other parties.

"(1) The rules contained in the Second Schedule, being the provisions of the amended Convention relating to the rights and liabilities of carriers, passengers, consignors, consignees and other persons, shall, subject to the provisions of this Act, have the force of law in India in relation to any carriage by air to which those rules apply, irrespective of the nationality of the aircraft performing the carriage." *Cited in:* None of the discussed cases.

SECTION 12, AIRPORTS AUTHORITY OF INDIA ACT, 1994 — FUNCTIONS OF THE AUTHORITY

This section outlines the statutory functions, duties, and responsibilities of the Airports Authority of India regarding airport management, navigation services, and passenger facilities.

"(1) Subject to the rules, if any, made by the Central Government in this behalf, it shall be the function of the Authority to manage the airports, the civil enclaves and the aeronautical communication stations efficiently. (2) It shall be the duty of the Authority to provide air traffic service and air transport service at any airport and civil enclaves." *Cited in:* None of the discussed cases.

SECTION 10, BHARATIYA VAYUYAN ADHINIYAM, 2024 — POWER OF CENTRAL GOVERNMENT TO MAKE RULES

This section empowers the Central Government to make rules for regulating air transport services, economic aspects of civil aviation including tariffs, and licensing of aerodromes.

"(1) Subject to the provisions of section 34, the Central Government may, by notification in the Official Gazette, make rules regulating the design, manufacture, maintenance, possession, use, operation, sale, import or export of any aircraft or class of aircraft and for securing the safety of aircraft operations. (2) Without prejudice to the generality of the foregoing power, such rules may provide for--- (b) the regulation of air transport services, and the prohibition of the use of aircraft in such services except under the authority of and in accordance with a licence authorising the establishment of the service; (c) the economic regulation of civil aviation and air transport services, including the approval, disapproval or revision on tariff of operators of air transport services..."

Cited in: None of the provided case snippets.

III.

Cases Discussed

6 CASES · SUMMARY TABLE

#	CASE TITLE	COURT	YEAR	KEY HOLDING
01	<i>Pravasi Legal Cell & Ors. v. Union of India & Ors.</i> ESCR010000572020	SUPREME COURT OF INDIA	2020	Establishes flight refund frameworks and credit shell mechanisms under DGCA Civil Aviation Requirements
02	<i>M/S Interglobe Aviation Ltd. v. N. Satchidanand</i> ESCR010006312011	SUPREME COURT OF INDIA	2011	Airlines must provide essential refreshments and facilitation to stranded passengers during flight delays
03	<i>Y. V. Sharma v. Union of India</i> JKHC020077682013	HIGH COURT OF JAMMU AND KASHMIR	2015	Validates consumer remedies under DGCA guidelines for flight delays, cancellations, and predatory pricing
04	<i>Bhagwandas B. Ramchandani v. British Airways</i> ESCR010006422022	SUPREME COURT OF INDIA	2022	Rules that the Carriage by Air Act's two-year limitation period strictly excludes domestic extension laws
05	<i>Oravel Stays Pvt. Ltd. v. Kota Hotels Federation</i> DLHC010342282019	HIGH COURT OF DELHI	2020	Restrains hotel federations from boycotting online portals and dishonoring valid passenger room bookings
06	<i>Kolappan Thanu Achari v. R. Gunanithi</i> HCMA010119442024	MADRAS HIGH COURT	2025	Applies the statutory definition of deficiency in service for failure to fulfill contractual promises

IV. Case Details

6 CASE FILES

01 Pravasi Legal Cell & Ors. v. Union of India & Ors.

SUPREME COURT OF INDIA • 2020-10-01 • 2020 INSC 575

This case addressed the issue of air ticket refunds for flights cancelled due to the COVID-19 lockdown in India. The Supreme Court established a refund framework based on the timing of ticket bookings and travel dates. Specifically, for tickets booked for travel during the initial lockdown period, airlines were directed to provide a full refund without cancellation charges. For bookings falling outside this period, refunds are governed by standard Civil Aviation Requirements. The Court also permitted the use of transferable 'credit shells' as a temporary relief measure for airlines facing financial distress, ensuring these shells accrue interest and remain valid until March 31, 2021.

HELD The Supreme Court directed that for bookings made during the lockdown period for travel within that same period, airlines must offer a complete refund without imposing cancellation charges. In other cases where financial distress prevented immediate refunds, airlines were permitted to issue a transferable credit shell equal to the fare collected, valid until March 31, 2021, and enhanced monthly by 0.5% to 0.75% of its face value as passenger compensation.

"If the tickets are booked for international travel on a foreign carrier and the booking is ex-India during the lockdown period for travel within the lockdown period, full refund shall be given by the airlines and said amount shall be passed on immediately by the agent to the passengers, wherever such tickets are booked through agents. In all other cases airline shall refund the collected amount to the passenger within a period of three weeks."

SUPREME COURT OF INDIA • 2020

SOURCE ESCR010000572020

02 M/S Interglobe Aviation Ltd. v. N. Satchidanand

SUPREME COURT OF INDIA • 2011-07-04 • 2011 INSC 425

This case concerns an airline passenger who sought damages for flight delays and alleged detention at an airport. The Supreme Court of India examined whether a contractual clause granting exclusive jurisdiction to Delhi courts barred the passenger from filing a claim before a Permanent Lok Adalat in Hyderabad. The Court clarified that while air carriers can incorporate terms of carriage by reference in e-tickets, an exclusive jurisdiction clause that ignores the place where the cause of action arose is legally invalid. Furthermore, it held that a Permanent Lok Adalat is a specialized tribunal rather than a court, and therefore, restrictive jurisdiction clauses in private contracts do not necessarily apply to such bodies. On the merits, the Court found that the airline was not liable for flight delays caused by weather and air traffic control. While airlines have a duty to provide minimum facilitation—such as refreshments and basic services—during delays, the Court determined that the airline met these requirements in this instance. Consequently, the Court set aside the award for compensation, emphasizing that damages cannot be granted based on sympathy or general inconvenience when there is no actionable deficiency in service.

HELD The Supreme Court ruled that while airlines are not liable to pay compensation for flight delays or cancellations caused by meteorological conditions or ATC instructions, they are legally bound under DGCA circulars to provide basic facilitation (tea, water, snacks, and toilet access) to passengers stranded on board or at the terminal. Any failure to offer this minimum facilitation during a delay constitutes a deficiency in service for which the passenger is entitled to claim damages.

“Even if no compensation is payable for the delay on account of bad weather or other conditions beyond the control of the air carrier, the airline will be made liable to pay compensation if it fails to offer the minimum facilitation in the form of refreshment/water/beverages, as also toilet facilities to the passengers who have boarded the plane, in the event of delay in departure, as such failure would amount to deficiency in service.”

SUPREME COURT OF INDIA • 2011

SOURCE ESCR010006312011

03 Y. V. Sharma v. Union of India

HIGH COURT OF JAMMU AND KASHMIR • 2015-04-01 • PIL/26/2013

This public interest litigation challenged the arbitrary and fluctuating airfare pricing by domestic airlines in India, particularly for routes to Jammu and Kashmir where alternative transport like rail is unavailable. Petitioners argued that airlines exploit passengers, especially during emergencies, and requested court intervention to mandate price ceilings and reporting of flight delays. The respondents, including government bodies and private airlines, contended that pricing is determined by market dynamics and operational costs, and that existing aviation rules already provide for consumer grievance redressal. The court examined the regulatory framework and the arguments regarding commercial freedom versus public interest, ultimately addressing the maintainability of the petition and the statutory role of the Director General of Civil Aviation in monitoring predatory pricing.

HELD The High Court recognized that the DGCA has issued Circular Civil Aviation Requirements, Section 3-Air Transport, Series “M” Part-IV, specifically to outline the facilities and compensation guidelines for passengers in the event of denied boarding, flight cancellations, and delays. If there is a deficiency in providing these services, aggrieved individuals have a clear remedy to approach consumer forums to redress their grievances and claim compensation.

“with a view to protect consumer’s interest in case of delays in flights, the DGCA has issued Circular Civil Aviation Requirements, Section 3-Air Transport, Series “M” Part -IV. Issue I, dated 6 th August, 2010 on “Facilities to be provided to passengers by airlines due to denied boarding, cancellation of flights and delays in flights” and if there is any deficiency in providing service or delay of flights, the persons aggrieved can approach the appropriate forum for redressing their grievance including for claiming compensation.”

HIGH COURT OF JAMMU AND KASHMIR • 2015

SOURCE JKHC020077682013

04 Bhagwandas B. Ramchandani v. British Airways

SUPREME COURT OF INDIA • 2022-07-29 • 2022 INSC 768

This case addressed whether the two-year limitation period prescribed in Rule 30 of the Carriage by Air Act, 1972, is subject to the general provisions of the Limitation Act, 1963. The court determined that Rule 30 extinguishes the underlying right to damages rather than merely barring the remedy. Because the statute specifically extinguishes the right, the procedural exclusions found in the Limitation Act do not apply. Furthermore, the court emphasized the need for international uniformity in interpreting air carriage conventions, noting that courts across various jurisdictions hold that domestic limitation laws do not extend the two-year period stipulated in these international treaties.

HELD The Supreme Court held that the Carriage by Air Act, 1972, acts as a complete and exhaustive code governing liability and remedies for air travel. Under Rule 30, any legal action to recover damages must be brought within two years, failing which the right itself is extinguished. Consequently, the provisions of the Limitation Act, 1963, including provisions for condonation of delay, are completely excluded and cannot be applied to extend this period.

“Having considered the matter in detail, this Court is of the opinion that Rule 30 of the Carriage by Air Act 1972, expressly excludes the applicability of the Limitation Act, 1963. Issue No.2 is answered accordingly.”

SUPREME COURT OF INDIA • 2022

SOURCE ESCR010006422022

05 Oravel Stays Pvt. Ltd. v. Kota Hotels Federation

HIGH COURT OF DELHI • 2020-01-23 • CS(05)/425/2019

The plaintiff, Oravel Stays Pvt. Ltd. (OYO Rooms), filed a suit for permanent injunction against the Kota Hotels Federation and its office-bearers for tortious interference in its business. The plaintiff alleged that the defendants were coercing hotel partners into boycotting OYO's platform and refusing to honor valid bookings, despite valid contracts existing between the plaintiff and the hoteliers. The court, noting that the defendants failed to appear, held that the defendants' actions constituted illegal interference in the contractual relations of the plaintiff. The court granted a permanent injunction restraining the defendants from inducing such breaches and awarded costs to the plaintiff.

HELD The High Court held that during the existence of a valid booking contract, associated hotels cannot unilaterally dishonor confirmed bookings. Coercing or inducing hoteliers to boycott a booking platform and turn away guests with confirmed reservations constitutes tortious interference in contractual relations, entitling the affected booking platform to a permanent injunction and damages.

“The relation between the plaintiff and the associated hoteliers is purely contractual and the hoteliers are at their free will to decide if they wish to continue their contracts with the plaintiff. However, during the existence of the said contract neither the hotels associated are allowed to dishonor their bookings nor the Defendant No. 1 is allowed to coerce or induce the hotel owners to boycott the plaintiff.”

HIGH COURT OF DELHI • 2020

SOURCE DLHC010342282019

06 Kolappan Thanu Achari v. R. Gunanithi

MADRAS HIGH COURT • 2025-07-29 • WP/2160/2024

The petitioner challenged an order by the National Consumer Disputes Redressal Commission which dismissed his appeal against a State Commission decision due to a 103-day delay. The State Commission had previously ruled against the petitioner in a consumer dispute regarding a real estate project, finding him personally liable for deficiency in service for failing to hand over a flat and refund payments. The petitioner argued that he was wrongly held personally liable for the obligations of a limited company and that the delay in filing his appeal should have been condoned. The High Court reviewed the lower commission's refusal to condone the delay and the underlying merits of the consumer complaint.

HELD The High Court confirmed that any shortcoming, inadequacy, or imperfection in the quality, nature, or contractually agreed manner of performing a service constitutes an actionable "deficiency in service" under the Consumer Protection Act. This statutory definition permits consumers to recover refunds, interest, and mental agony compensation when service providers fail to perform their obligations.

“(g) “deficiency” means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service;”

MADRAS HIGH COURT • 2025

SOURCE HCMA010119442024

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