

Moot Trial

Avinash Devasthali v Shubh Yatra Travels Ltd and another

A consumer complaint

Facts are located in India. Laws of India apply.

This brief was made for the Fifth ILS Judgment Writing Competition at ILS Law College, Pune, held on 9 February 2013.

This brief is created from a consumer complaint of similar facts decided by the Pune District Consumer Redressal Forum, and has been suitably modified for the Competition by Dr Nilima Bhadbhade, Associate Professor, and Ms Aparna Appaiah, student of final year (2013), of ILS Law College, Pune.

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Assumptions

1. Documents bear relevant stamps and endorsements usually put on such documents by the Court. Proper fees have been paid.
2. The District Forum has jurisdiction to entertain the proceedings.
3. The District Forum was working on the dates on which documents and papers were filed.
4. The Opposite Party Nos 1 and 2 have filed Affidavits supporting their respective replies. Contents of the Affidavit are the same as their respective replies.
5. Six passengers who did not travel to Delhi have also filed affidavits of contents similar as of Mr Rajendra Ghate.
6. Printing errors in the brief, if any, may be excused.

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No. 111/ 2012

Avinash Devasthali,

age 52 years, occupation: service,
residing at 1, Balaji Apartments, 32/376, Shivaji
Nagar, Pune 411004.

... Complainant

v/s

1. **Shubh Yatra Travels Ltd.,**

23/476, Rambaug Colony, Paud Road,
Pune 411029.

2. **Udaan Airlines (India) Ltd.**

1st Floor, ACC Building, Maharshi Karve Road,
Churchgate, Mumbai 400 020.

... Opposite Parties

The Complainant submits as follows:

1. The Opposite Party No 1 provides travel related solutions, and gives services of booking airline tickets for customers, and is referred in this complaint as 'Shubh Yatra'. The Opposite Party No 2 is an airline and operates flights across destinations, in particular between Pune and Delhi. Opposite Party No 2 is referred in this complaint as 'Udaan'.
2. In June 2010, the complainant approached Shubh Yatra for booking tickets Pune-Delhi-Pune for 20 and 21 October 2010 for 20 persons. This related to a function organized to celebrate the completion of 100 years of the complainant's grandmother, Mrs. Dakshayani Devasthali, to happen in Delhi on the morning of 21 October 2010. This booking was done through Mr. Nakul Pant, a representative of Shubh Yatra.
3. The complainant specifically requested and instructed Shubh Yatra to book refundable tickets. The complainant had discussed with the representative of Shubh Yatra that there is a possibility that some, especially elderly, persons among the guests might cancel the tickets, or will be replaced by others. The entire trip also depended on the good health of Mrs Dakshayani Devasthali. The complainant asked that these tickets should be refundable and transferable. Mr. Nakul Pant recommended the flight of Udaan Airlines for 20th and 21st October for the guests since Udaan tickets for the flights were refundable. He stated, however, that tickets were not transferable.
4. The complainant also booked another return ticket on another Udaan flight, separately for himself, his wife Mrs. Ashwini Devasthali and his father Mr. Anirudh Devasthali through Shubh Yatra on Udaan Pune-Delhi on 20th October 2010. The complainant does not have any claim for these tickets in this complaint. The complainant has filed a copy of the ticket only for comparison.
5. The complainant had a discussion with the representative of Shubh Yatra wherein he mentioned that the decision about travel or cancellation would be taken 7 days in advance under ordinary circumstances, but there could always be later cancellations, especially considering that many in the party were senior citizens, and also because the programme depended on the health of his grandmother. The representative of Shubh Yatra stated that according to Udaan's refund policy the refundable tickets would be refunded even if informed 2

hours before departure. Tickets as mentioned below were issued to the complainant. The complainant paid full charges for all tickets to Shubh Yatra at the rates stated below.

- a. Udaan Pune-Delhi AZ-154 of 20 Oct 2010 for 20 persons: Ticket No. 1ABCDE at Rs **3194** per person.
 - b. Udaan Delhi-Pune AZ-155 of 21 Oct 2010 for 20 persons: Ticket No. P2QRST at Rs **3447** per person.
6. These tickets (Nos 1ABCDE and P2QRST) do not mention that these are non-refundable. The tickets also do not mention that they are subject to any special Udaan policy as regards refunds. The tickets do not require that refunds on these tickets will be available only if these are cancelled outside of 7 days before flights. These tickets do not mention any special conditions. These tickets do not mention that they have special or promotional fares. Therefore, the complainant submits that these tickets were refundable if cancelled even 2 hours before departure.
 7. On 18 October 2010, the complainant requested Shubh Yatra to cancel seven tickets on both Udaan flights mentioned, and for refunds. The complainant gave the names of persons whose tickets were to be cancelled. They were: (i) Aaditya Kulkarni, (ii) Abhishek Kulkarni, (iii) Rajendra Ghatey, (iv) Rajani Ghatey, (v) Snehal Devasthali, (vi) Swati Desai and (vii) Shreyas Desai. At the time, these persons aged 87, 79, 65, 59, 74, 67 and 48 respectively.
 8. The complainant was busy with the arrangements for the function on 19 and 20 October 2010, and returned from Delhi late at night on 21 October 2010 after the completion of the centenary celebrations. The above seven persons did not travel to Delhi. On 22 October 2010 the complainant came across a mail dated 19 October 2010 from Mr Nakul Pant informing that Shubh Yatra did not cancel these tickets. This email from Shubh Yatra stated for the first time that the tickets could not be cancelled as these were group bookings. The complainant does not know the email correspondence between Shubh Yatra and Udaan in this respect. The complainant does not admit that these tickets were non-refundable. The complainant made enquiries with the airlines and was informed that cancellation of group bookings was possible. It was the responsibility of Shubh Yatra to cancel the tickets as instructed.
 9. The complainant had specifically instructed Shubh Yatra to book refundable tickets. Udaan's policy was to refund tickets after deducting Rs 750 per ticket. Had the complainant himself booked these tickets online, he would have received the refund. Hence the complainant is entitled to refund on such basis. The table below gives details of refunds the complainant is entitled to.

No	Date 2010	From To	Airline	Flight No	Number of Tickets Cancelled	Ticket No	Full fare per person Rs	Refund due per person* Rs	Refund amount due Rs
1	20 Oct	Pune- Delhi	Udaan	AZ- 154	7	1ABCDE	3,194	2,444	17,108
2	21 Oct	Delhi- Pune	Udaan	AZ- 157	7	P2QRST	3,447	2,697	18,879
Total									35,987

* (Full fare minus Rs 750)

10. The complainant submits that the tickets of the seven passengers nowhere mention that they are (i) non-refundable, (ii) subject to special terms because the ticket is for a group. The tickets actually expressly state that the fare will be refundable according to Udaan 's Terms

and Conditions of Carriage. Udaan's terms of carriage at that time made tickets refundable subject to deduction of Rs 750 per ticket if cancellation was done 2 hours before departure.

11. If the tickets were indeed non-refundable as alleged by Shubh Yatra, Shubh Yatra is liable for deficiency in services for not booking refundable tickets as directed by the complainant. Shubh Yatra never informed the complainant that the tickets would be non-refundable. Shubh Yatra did not cancel the tickets despite instructions to do so. Shubh Yatra is guilty of deficiency in services and negligence.
12. The complainant also requested for refund of another ticket on Udaan Pune-Delhi 20 October 2010 of Mr Anirudh Devasthali (father), for which the complainant has received the refund. The complainant submits that tickets mentioned in para 5 and the refunded ticket of Mr Anirudh Devasthali are of the same price and carry the same terms and conditions.
13. The complainant sent to Shubh Yatra a letter dated 1 May 2011 by registered post, demanding the amount with interest. Shubh Yatra neither replied, nor refunded the amount.
14. The complainant therefore sent notice dated 2 November 2011 through Advocate G B Joshi demanding the payment with interest and costs. Shubh Yatra received the notice, but did not give the amount. Instead Shubh Yatra made totally false allegations in their reply dated 19 November 2011 that (i) the said tickets were utilized, (ii) that it was the Udaan refund policy that the said tickets will be refunded if they were cancelled outside of 7 days before the flight, and (iii) the complainant should claim refund from Udaan. The complainant states that the seven passengers named in para 7 of the complaint never boarded the Udaan flight, and never went to Delhi and back. The complainant also states that Shubh Yatra never told or sent to the complainant any special refund policy concerning these tickets, nor were such special refund conditions mentioned on the tickets. In view of the allegations of Shubh Yatra in the reply, the complainant also makes a claim against Udaan.
15. The complainant submits that the relationship between the opposite parties is of agent and principal. Hence Udaan is liable for deficiency in services of Shubh Yatra.
16. The complainant submits that the two tickets (Nos 1ABCDE and P2QRST) were issued after email correspondence between the complainant and Shubh Yatra. They do not state that they are not non-refundable, nor do the tickets state that they are refundable subject to any special refund policy. Hence the complainant is entitled to refund. The complainant submits that neither the ticket nor any correspondence between Shubh Yatra states the contents and details of any alleged special refund policy of Udaan requiring cancellation 7 days before departure. The complainant does not admit that Udaan had a special refund policy about refund requiring cancellation 7 days before departure. If indeed Udaan refused refund on the tickets as has been alleged by Shubh Yatra, such refusal by Udaan amounts to deficiency in service.
17. The complainant claims the following amount from the opposite parties:

Item	<i>Amount in Rs</i>
Amount of ticket refund (as stated in para 6 above)	35,987.00
Interest @ 18 % from 20 Oct 2010 till filing of this complaint	8,341.00
Charges of legal advice sought for this purpose	2,000.00
Charges for notice of Advocate Joshi	2,000.00
Punitive damages	20,000.00
Total amount	68,348.00

18. The cause of action for this complaint arose on 18 October 2010, when the complainant instructed Shubh Yatra to cancel the tickets and when Shubh Yatra failed to cancel the tickets, and on 22 October 2010, when the complainant came to know that Shubh Yatra did not cancel the tickets.
19. The entire cause of action arose at Pune. Shubh Yatra carries on business at Pune. Udaan has a branch in Pune. This Forum has jurisdiction to entertain this complaint.
20. The complainant submits Shubh Yatra has made a deliberate false and misconceived allegation that the tickets of the seven passengers were used. Hence the complainant seeks punitive damages.
21. The complainant therefore prays that
- a. The Opposite Parties jointly or severally, or such of them as the Hon'ble Court may consider liable, may be ordered
 - i. to pay to the complainant Rs **68,348** as stated in para 18,
 - ii. to pay interest @ 18 % p.a. on Rs 35,987.00 from the date of filing of this complaint until realisation.
 - b. Other just and equitable orders may be passed

A Devasthali

Complainant

Pune

Date: 15 February 2012

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No.111 / 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels Ltd and Ors

... Opposite Parties

AFFIDAVIT

I, Avinash Devasthali, son of Anirudh Devasthali, age 52 years, occupation service, residing at 1, Balaji Apartments, 32/376, Shivaji Nagar, Pune 411004, do hereby state on solemn oath and affirmation as follows:

1. The Opposite Party No 1 provides travel related solutions, and gives services of booking airline tickets for customers, and is referred as 'Shubh Yatra'. The Opposite Party No 2 is an airline and operates flights across destinations, in particular between Pune and Delhi. Opposite Party No 2 is referred as 'Udaan'.
2. My grandmother Mrs Dakshayani Devasthali completed 100 years in October 2010. I organised a celebration in her honour in Delhi on 21 October 2010.
3. For this purpose, in June 2010, I approached Shubh Yatra for booking tickets Pune-Delhi-Pune for 20 and 21 October 2010 for a group of 20+ persons, my close relatives and her friends. This booking was done through Mr Nakul Pant, representative of Shubh Yatra at Janani Co Ltd, Pune, where I work.
4. I specifically requested and instructed Shubh Yatra to book refundable tickets for the marriage party. I had discussed with the representative of Shubh Yatra that some, especially elderly, persons in the marriage party were likely to cancel, or will be replaced by others. I also mentioned that the entire trip depended on the good health of my grandmother. I asked that these tickets should be refundable and transferable. The representative of Shubh Yatra recommended the flight of Udaan for 20th and 21st October for the group since Udaan tickets for the flights were refundable. He stated, however, that tickets were not transferable.
5. I also booked other tickets on other flights (Jet Airways and Udaan) separately for closest relatives. In particular, two relevant tickets are for my father Mr Anirudh Devasthali on Udaan Pune-Delhi-Pune for 20 and 21 October 2011. I have filed copies of these tickets only for comparison. I have printed the e-ticket, and the e-ticket is true and correct.
6. I had discussion with the representative of Shubh Yatra and mentioned that the decision about travel or cancellation would be taken 7 days in ordinary circumstances, but there could always be

later cancellations, especially considering that many in the party were senior citizens. The representative of Shubh Yatra stated that according to Udaan refund policy the refundable tickets would be refunded even if informed 2 hours before departure. I have filed print-outs of the two e-tickets I received from Shubh Yatra, and the print-outs are correct. Tickets as mentioned below were issued to me. I paid full charges for all tickets at the rate stated below.

- a. Udaan Pune-Delhi AZ-154 of 20 Oct 2010 for 20 persons for 20 persons: Ticket No. 1ABCDE at Rs **3194** per person.
 - b. Udaan Delhi-Pune AZ-155 of 21 Oct 2010 for 20 persons: Ticket No. P2QRST at Rs **3447** per person.
7. These tickets (Nos 1ABCDE and P2QRST) do not mention that these are non-refundable. The tickets also do not mention that they are subject to special Udaan policy as regards refunds. The tickets do not require that refunds on these tickets will be available only if these are cancelled outside of 7 days before flights. These tickets do not mention any special conditions. These tickets do not mention that they have special or promotional fares. I submit that these tickets were refundable if cancelled even 2 hours before departure.
 8. On 18 October 2010, I requested cancellation of seven tickets on both Udaan flights mentioned in para 6 above, and for refunds. I gave the names of persons whose tickets were to be cancelled. They were: (i) Aaditya Kulkarni, (ii) Abhishek Kulkarni, (iii) Rajendra Ghatey, (iv) Rajani Ghatey, (v) Snehal Devasthali, (vi) Swati Desai and (vii) Shreyas Desai. At the time, these persons were of ages respectively, 87, 79, 65, 59, 74, 67 and 48. I have filed a print-out of the email of cancellation I sent to Shubh Yatra. The print-out is true and correct.
 9. I was busy with the preparations for the celebrations till 20 October 2010. I proceeded to Delhi on 20 October 2010 for ceremonies at Delhi, and returned from Delhi late night of 21 October 2010. The above seven persons did not travel to Delhi. On 22 October 2010 came across a mail dated 19 October 2010 from Mr Nakul Pant informing that Shubh Yatra did not cancel these tickets. I have filed a print-out of the email dated 19 October 2010 received from Shubh Yatra. This email stated for the first time that the tickets could not be cancelled as these were group bookings. I do not admit that these tickets were non-refundable. I do not know the email correspondence between Shubh Yatra and Udaan in this respect, and this is totally within the knowledge, control and power of the opposite parties. I made enquiries with the airlines and was informed that cancellation of group bookings was possible. It was the responsibility of Shubh Yatra to cancel the tickets as instructed.
 10. I had specifically asked Shubh Yatra to book refundable tickets. Udaan policy was to refund tickets after deducting Rs 750 per ticket. Had I myself booked these tickets online, I would have received the refund. Shubh Yatra was instructed to book refundable tickets. Hence I am entitled to refund on such basis. The table below gives details of refunds I am entitled to.

No	Date 2011	From- To	Airline	Flight No	Number of Tickets Cancelled	Ticket No	Full fare per person Rs	Refund due per person* Rs	Refund amount due Rs
1	20 Oct	Pune- Delhi	Udaan	AZ- 154	7	1ABCDE	3,194	2,444	17,108
2	21 Oct	Delhi- Pune	Udaan	AZ- 157	7	P2QRST	3,447	2,697	18,879
Total									35,987

* (Full fare minus Rs 750)

11. I submit that the tickets of the seven passengers nowhere mention that they are (i) non-refundable, (ii) subject to special terms because the ticket is for a group. The tickets actually expressly state that the fare will be refundable according to Udaan's Terms and Conditions of Carriage. Udaan's terms of carriage at that time made tickets refundable subject to deduction of Rs 750 per ticket if cancellation was done 2 hours before departure. Udaan's terms of carriage were displayed on its web-site. I downloaded these terms and conditions from its web-site on 28 August 2011. I have filed a print-out of the downloaded terms and conditions. The print-out is an exact copy of the terms on the web-site on that date.
12. If the tickets were indeed non-refundable as alleged by Shubh Yatra, Shubh Yatra is liable to deficiency in services for not booking refundable tickets as I had instructed. Shubh Yatra never informed me that the tickets would be non-refundable. Shubh Yatra did not cancel the tickets despite instructions to do so. Shubh Yatra is guilty of deficiency in services and negligence.
13. I also requested for refund of another ticket on Udaan Pune-Delhi 20-21 October 2010 of my father Mr Anirudh Devasthali, for which I have received the refund. I submit that tickets mentioned in para 6 and the refunded ticket of my father are of the same price and carry the same terms and conditions. I have filed a print-out of the ticket of my father on Udaan flight of 20-21 October 2010. Its contents are correct. I have also filed a printout of the payment advice of refund sent by Shubh Yatra for this ticket. Its contents are correct.
14. I sent to Shubh Yatra a letter dated 1 May 2011 by registered post, demanding the amount with interest. Shubh Yatra received the demand notice, but Shubh Yatra neither replied, nor refunded the amount.
15. I also sent notice dated 2 November 2011 through Advocate G B Joshi demanding the payment with interest and costs. Shubh Yatra received the notice, but did not give the amount. Instead Shubh Yatra made totally false allegations in their reply dated 19 November 2011 that (i) the said tickets were utilized, (ii) that it was the Udaan refund policy that the said tickets will be refunded if they were cancelled outside of 7 days before the flight, and (iii) I should claim refund from Udaan. I deny these allegations in the notice reply given by Shubh Yatra. I state that the seven passengers named in para 7 of the complaint never boarded the Udaan flight, and never went to Delhi and back. I state that Shubh Yatra never told or sent to me any special refund policy concerning these tickets, nor were such special refund conditions mentioned on the tickets. In view of the allegations of Shubh Yatra in the reply, I also make a claim against Udaan.
16. I submit that the relationship between the opposite parties is of agent and principal. Hence Udaan is liable for deficiency in services of Shubh Yatra.
17. I submit that the two tickets (Nos 1ABCDE and P2QRST) were issued after email correspondence between me and Udaan Airlines. They do not state that they are not non-refundable, nor do the tickets state that they are refundable subject to any special refund policy. Hence I am entitled to refund. I submit that neither the ticket nor any correspondence between Shubh Yatra states the contents and details of any alleged special refund policy of Udaan requiring cancellation 7 days before departure. I do not admit that Udaan had a special refund policy about refund requiring cancellation 7 days before departure. If indeed Udaan refused refund on the tickets as has been alleged by Shubh Yatra, such refusal by Udaan amounts to deficiency in service.
18. I claim the following amount from the Opposite Parties:

Item	Amount in Rs
Amount of ticket refund (as stated in para 6 above)	35,987.00
Interest on above @ 18 % from 20 Oct 2010 till the filing of this complaint	8,341.00
Charges of legal advice sought for this purpose	2,000.00
Charges for notice of Advocate Joshi	2,000.00
Punitive damages	20,000.00
Total amount	68,348.00

19. The cause of action for this complaint arose on 18 October 2010, when I instructed Shubh Yatra to cancel the tickets and when Shubh Yatra failed to cancel the tickets; and on 22 October 2010, when I came to know that Shubh Yatra did not cancel the tickets.

20. I submit Shubh Yatra has made a false and misconceived allegation, false to the knowledge of Shubh Yatra, that the tickets of the seven passengers were used. Hence I seek punitive damages.

I have therefore filed a complaint to claim from Shubh Yatra and Udaan an amount of Rs **68,348.00**, and interest @ 18 % p.a. on Rs 35,987.00 from the date of filing of this complaint until realisation.

Whatever is stated above is true to the best of my knowledge, information and belief, and I have therefore signed at Pune on the 14th day of February 2012.

A Devasthali

(Affiant)

Before me.

Sd/-

Notary.

14 Feb 2012

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No.111 / 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels Ltd and Ors

... Opposite Parties

List of documents filed on behalf of the complainant is as follows:

No	Details	Date	Page No
1	Pune-Delhi ticket No 1ABCDE for 20 persons	19-06-2010	13
2	Delhi-Pune ticket No P2QRST for 20 persons	19-06-2010	16
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5	Notice through Mr G B Joshi to Shubh Yatra	02-11-2011	23
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7	Terms and conditions on web-site of Udaan Airlines	28-11-2011	27
8	Affidavit of Mr Rajendra Ghatge		29
9	Email by complainant to Shubh Yatra	18-10-2010	30
10	Email trail – Complaint and Shubh Yatra	18 to 20-10-2010	31

Pune

Date: 15 Feb 2012

A Devasthali

Complainant

UDAAN AIRLINES

All our fleet are CAT IIIB compliant, technologically advanced, new Airbus A320 aircraft with pilots who are trained to navigate through foggy conditions.

Confirmation number: 1ABCDE

Receipt and Itinerary as of Sat-19Jun2010 11:04

Service Tax Invoice

PAN: ABCDE1234F

Service Tax No.: ABCDE1234F GH001

Udaan Airlines (India) Ltd.

1st Floor, ACC Building,

Maharshi Karve Road, Churchgate

Mumbai 400 020

- This is a Service Tax Invoice.
- The PNR Number is a unique number and may be treated as Invoice Serial Number.
- This is a Computer Generated Invoice and carries a digital signature.

To Fly Smart, please present either the itinerary receipt or the E-ticket with valid photo identification at the airport and check-in counter. Our check-in counters are open 2 hours prior to departure and close strictly 40 minutes prior to departure.

Booking by Travel Agent :

MR NAKUL PANT

Shubh Yatra Travels Ltd., 23/476, Rambaug Colony, Paud Road, Pune

PNQ

IN

ITINERARY					
FROM/TO	FLIGHT NO	DAY	DEPARTURE	ARRIVAL	STOPS
PUNE/NEW DELHI	AZ-154	Wednesday-20 Oct 2010	1110	1310	0

Passenger(s)	Economy Fare	Service Tax	Passenger Service Fee	Airline Fuel Charge	Transaction Charge
AADITYA KULKARNI	200.00	103.00	228.00	2500.00	3564.00
ABHISHEK	200.00	103.00	228.00	2500.00	

KULKARNI					
RAJENDRA GHATEY	200.00	103.00	228.00	2500.00	
RAJANI GHATEY	200.00	103.00	228.00	2500.00	
SNEHAL DEVASTHALI	200.00	103.00	228.00	2500.00	
SWATI DESAI	200.00	103.00	228.00	2500.00	
SHREYAS DESAI	200.00	103.00	228.00	2500.00	
SHAMBHAVI VERMA	200.00	103.00	228.00	2500.00	
PRASANN NEELAY	200.00	103.00	228.00	2500.00	
PRERNA NEELAY	200.00	103.00	228.00	2500.00	
PRIYANKA BHANDARY	200.00	103.00	228.00	2500.00	
SULAGNA DAS	200.00	103.00	228.00	2500.00	
KAPIL SHARMA	200.00	103.00	228.00	2500.00	
RASHMI SINGH	200.00	103.00	228.00	2500.00	
RUTUJA GUMASTE	200.00	103.00	228.00	2500.00	
PRIYASI SINGH	200.00	103.00	228.00	2500.00	
RICHA ACHARYA	200.00	103.00	228.00	2500.00	
JYOTI LELE	200.00	103.00	228.00	2500.00	
VIKAS PAL	200.00	103.00	228.00	2500.00	
SURAJ SINGH	200.00	103.00	228.00	2500.00	

Reservation Totals:	Air fare	4,400.00 INR
	Taxes and Surcharge	62,282.00 INR
	Special Service	3,564.00 INR
	TOTAL	70,246.00 INR

Payment Summary:

Mr Jotindra Das
19Jun2010

70,246.00 INR

TOTAL PAYMENTS

70,246.00 INR

Fare Conditions

Thank you for choosing Udaan!

Kindly confirm the status of your PNR within 24 hrs of booking, as at times the same may fail on account of payment failure, internet connectivity, booking engine or due to any other reason beyond our control. For Customers who book their flights well in advance of the scheduled departure date it is necessary that you re-confirm the departure time of your flight between 72 and 24 hours before the Scheduled Departure Time, by visiting our website at www.udaanairlines.com or calling our Call Centre at the contact numbers provided herein.

Extracts of Terms and Conditions

1. Check-In

- If you have booked tickets with your credit card, please carry a photocopy (both front and back) of your credit card while travelling
- If the booking has been made on someone else's credit card, please carry an authorisation letter from the credit card holder as well as a photocopy of that credit card (both front and back)
- While submitting the photocopy of the credit card, make sure you strike off the CVV number on it

Udaan reserves its right to cancel any booking without any notice to the passenger, in case of suspected fraud, where booking is done through credit card.

Check-in commences 2 hours prior to scheduled departure (180 minutes incase of Srinagar and Jammu airports). Passengers to report 60 minutes prior to scheduled departure time (90 minutes in case of Srinagar and Jammu airports).

Check-in counter closes strictly 40 minutes prior to the scheduled departure time. Boarding Gate closes 20 minutes prior to scheduled departure time. If you fail to show up at the check-in counter or the boarding gate before the closure time, you will be treated as "no show" passenger and fare paid will be forfeited.

Udaan reserves its right to refuse passage to any Customer who is under the influence of alcohol or drugs, violent or abusive, or where the Company or its duly authorised representatives / staff believe that it is necessary for the safety and comfort of other Customers or for the protection of the aircraft and / or other assets. Such passengers will be treated as 'no show' passengers and fare paid will be forfeited.

2. Baggage Screening

Check-in baggage would be screened through an X-ray machine before check-in which will be closed 30 minutes prior to departure of flight.

3. Changes to Bookings/Cancellation

Subject to availability and payment of all applicable amounts, changes can be made to your Booking as follows:

- Customer name changes are not permitted.
- Changes to date or time can be made to your booking if Customer notifies Udaan at least 2 hours prior to the scheduled departure time by visiting Udaan website, Airport ticketing counter or calling Udaan Customer Call Centre. The onus for canceling the PNR within the stipulated time rests with the passengers and if necessary should be done by visiting our Airport ticketing counter. For charges pertaining to rebookings/cancellations under special schemes please refer to our website www.udaan.in for more details.
- In case of cancellation of a booking made by a Udaan partner, refund has to be collected from that respective Udaan partner

4. Baggage Allowance

Checked Baggage allowance is 20Kg per Customer (no baggage allowance for infants) for Udaan Smart and Udaan Flexi; and 35kgs for Udaan Business; excess baggage is charged at Rs 100/Kg. Cabin Baggage allowance is 10Kg per Customer (no baggage allowance for infants). The maximum size of the cabin hand baggage cannot exceed 55 cm x 40 cm x 20 cm (20 x 14 x 9ins). Udaan assumes no responsibility or liability for delay in carriage of baggage by air. Please note that no hand baggage, other than laptop and digital camera; is permitted from Srinagar and Jammu Airports.

5. Snacks and Beverages

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6. Fares, taxes and surcharge

Fares are subject to change until purchase of ticket. This fare is non-refundable, except as provided in Udaan's Terms and Conditions of Carriage.

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7. Cancellation and rescheduling of flights

Udaan will endeavour to operate the flights as per schedule, however Udaan reserves its right to cancel, reschedule or delay the commencement or continuance of any flight or alter the stopping place or deviate from the route of the journey without thereby incurring any liability in terms of compensation, damages or loss whether direct, indirect, consequential or special or otherwise in any manner whatsoever. In case of any such cancellation or rescheduling of any flight due to any reason, Udaan does not provide any accommodation or compensation to the affected passengers.

Passengers on hopping/via flights are hereby informed that other than on medical grounds, they are not permitted to deplane at the stopover station. For details please refer to our 'Citizens Charter' on www.udaan.in

8. Service Tax

Service Tax input credit will be available only on one print of the PNR. Udaan is not responsible if the buyer of this service takes multiple credits by taking multiple Printouts.

Detailed terms and conditions

It is mandatory for the Customers to go through the detailed terms and conditions which govern booking of tickets and travel in Udaan network which are displayed at Udaan website www.udaan.in. Booking of ticket constitutes the acceptance of these terms and conditions with respect to travel in Udaan network.

Contact Udaan On

Toll Free No. : If at any point you need any assistance or special services, please feel free to contact our Customer Service Executive at 1800000000 (toll free) or 09999999999. Email: feedback@udaan.in

Please confirm status of your Flight from our Call Centre (1800000000 or 09999999999), between 72 and 24 hours before the Scheduled Departure time to avoid any inconvenience in case of any change in the flight schedule

Thank you for selecting Udaan as your preferred choice of travel.

UDAAN AIRLINES

All our fleet are CAT IIIB compliant, technologically advanced, new Airbus A320 aircraft with pilots who are trained to navigate through foggy conditions.

Confirmation number: P2QRST

Receipt and Itinerary as of Sat-19Jun2010 11:20

Service Tax Invoice

PAN: ABCDE1234F
Service Tax No.: ABCDE1234F GH001

Udaan Airlines (India) Ltd.
1st Floor, ACC Building,
Maharshi Karve Road, Churchgate
Mumbai 400 020

- This is a Service Tax Invoice.
- The PNR Number is a unique number and may be treated as Invoice Serial Number.
- This is a Computer Generated Invoice and carries a digital signature.

To Fly Smart, please present either the itinerary receipt or the E-ticket with valid photo identification at the airport and check-in counter. Our check-in counters are open 2 hours prior to departure and close strictly 40 minutes prior to departure.

Booking by Travel Agent :

MR NAKUL PANT

Shubh Yatra Travels Ltd.,
23/476, Rambaug Colony, Paud Road, Pune
PNQ
IN

ITINERARY

FROM/TO	FLIGHT NO	DAY	DEPARTURE	ARRIVAL	STOPS
NEW DELHI/PUNE	AZ-155	Thursday- 21 Oct 2010	2030	2230	0

Passenger(s)	Economy Fare	Service Tax	Airport fees	Passenger Service	Airline Fuel	Transaction charge -	Transaction Charge
AADITYA KULKARNI	200.00	103.00	200.00	228.00	2500.00	50.00	3630.00
ABHISHEK KULKARNI	200.00	103.00	200.00	228.00	2500.00	50.00	
RAJENDRA GHATEY	200.00	103.00	200.00	228.00	2500.00	50.00	
RAJANI GHATEY	200.00	103.00	200.00	228.00	2500.00	50.00	
SNEHAL DEVASTHALI	200.00	103.00	200.00	228.00	2500.00	50.00	

SNEHAL DEVASTHALI	200.00	103.00	200.00	228.00	2500.00	50.00	
SWATI DESAI	200.00	103.00	200.00	228.00	2500.00	50.00	
SHREYAS DESAI	200.00	103.00	200.00	228.00	2500.00	50.00	
SHAMBHAVI VERMA	200.00	103.00	200.00	228.00	2500.00	50.00	
PRASANN NEELAY	200.00	103.00	200.00	228.00	2500.00	50.00	
PRERNA NEELAY	200.00	103.00	200.00	228.00	2500.00	50.00	
PRIYANKA BHANDARY	200.00	103.00	200.00	228.00	2500.00	50.00	
SULAGNA DAS	200.00	103.00	200.00	228.00	2500.00	50.00	
KAPIL SHARMA	200.00	103.00	200.00	228.00	2500.00	50.00	
RASHMI SINGH	200.00	103.00	200.00	228.00	2500.00	50.00	
RUTUJA GUMASTE	200.00	103.00	200.00	228.00	2500.00	50.00	
PRIYASI SINGH	200.00	103.00	200.00	228.00	2500.00	50.00	
RICHA ACHARYA	200.00	103.00	200.00	228.00	2500.00	50.00	
JYOTI LELE	200.00	103.00	200.00	228.00	2500.00	50.00	
VIKAS PAL	200.00	103.00	200.00	228.00	2500.00	50.00	
SURAJ SINGH	200.00	103.00	200.00	228.00	2500.00	50.00	

Reservation Totals:	Air fare	4,400.00 INR
	Taxes and Surcharge	67,782.00 INR
	Special Service	3,630.00 INR
	TOTAL	75,812.00 INR

Payment Summary:

Mr Jotindra Das
19Jun2010

TOTAL PAYMENTS 75,812.00 INR

Fare Conditions

Thank you for choosing Udaan!

Kindly confirm the status of your PNR within 24 hrs of booking, as at times the same may fail on account of payment failure, internet connectivity, booking engine or due to any other reason beyond our control. For Customers who book their flights well in advance of the scheduled departure date it is necessary that you re-confirm the departure time of your flight between 72 and 24 hours before the Scheduled Departure Time, by visiting our website at www.udaanairlines.com or calling our Call Centre at the contact numbers provided herein.

Extracts of Terms and Conditions

1.Check-In

- If you have booked tickets with your credit card, please carry a photocopy (both front and back) of your credit card while travelling
- If the booking has been made on someone else's credit card, please carry an authorisation letter from the credit card holder as well as a photocopy of that credit card (both front and back)
- While submitting the photocopy of the credit card, make sure you strike off the CVV number on it

Udaan reserves its right to cancel any booking without any notice to the passenger, in case of suspected fraud, where booking is done through credit card.

Check-in commences 2 hours prior to scheduled departure (180 minutes incase of Srinagar and Jammu airports).Passengers to report 60 minutes prior to scheduled departure time (90 minutes in case of Srinagar and Jammu airports).

Check-in counter closes strictly 40 minutes prior to the scheduled departure time. Boarding Gate closes 20 minutes prior to scheduled departure time. If you fail to show up at the check-in counter or the boarding gate before the closure time, you will be treated as "no show" passenger and fare paid will be forfeited.

Udaan reserves its right to refuse passage to any Customer who is under the influence of alcohol or drugs, violent or abusive, or where the Company or its duly authorised representatives / staff believe that it is necessary for the safety and comfort of other Customers or for the protection of the aircraft and / or other assets. Such passengers will be treated as 'no show' passengers and fare paid will be forfeited.

2. Baggage Screening

Check-in baggage would be screened through an X-ray machine before check-in which will be closed 30 minutes prior to departure of flight.

3. Changes to Bookings/Cancellation

Subject to availability and payment of all applicable amounts, changes can be made to your Booking as follows:

- i. Customer name changes are not permitted.
- ii. Changes to date or time can be made to your booking if Customer notifies Udaan at least 2 hours prior to the scheduled departure time by visiting Udaan website, Airport ticketing counter or calling Udaan Customer Call Centre. The onus for canceling the PNR within the stipulated time rests with the passengers and if necessary should be done by visiting our Airport ticketing counter. For charges pertaining to rebookings/cancellations under special schemes please refer to our website www.udaan.in for more details.
- iii. In case of cancellation of a booking made by a Udaan partner, refund has to be collected from that respective Udaan partner

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Checked Baggage allowance is 20Kg per Customer (no baggage allowance for infants) for Udaan Smart and Udaan Flexi; and 35kgs for Udaan Business; excess baggage is charged at Rs 100/Kg. Cabin Baggage allowance is 10Kg per Customer (no baggage allowance for infants). The maximum size of the cabin hand baggage cannot exceed 55 cm x 40 cm x 20 cm (20 x 14 x 9ins). Udaan assumes no responsibility or liability for delay in carriage of baggage by air. Please note that no hand baggage, other than laptop and digital camera; is permitted from Srinagar and Jammu Airports.

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Contact Udaan On

Toll Free No. : If at any point you need any assistance or special services, please feel free to contact our Customer Service Executive at 1800000000 (toll free) or 09999999999. Email: feedback@udaan.in

Please confirm status of your Flight from our Call Centre (1800000000 or 09999999999), between 72 and 24 hours before the Scheduled Departure time to avoid any inconvenience in case of any change in the flight schedule

Thank you for selecting Udaan as your preferred choice of travel.

UDAAN AIRLINES

All our fleet are CAT IIB compliant, technologically advanced, new Airbus A320 aircraft with pilots who are trained to navigate through foggy conditions.

Confirmation number: 5ABCDE

Receipt and Itinerary as of Sat-19Jun2010 11:25

Service Tax Invoice

PAN: ABCDE1234F
Service Tax No.: ABCDE1234F GH001

Udaan Airlines (India) Ltd.
1st Floor, ACC Building,
Maharshi Karve Road, Churchgate
Mumbai 400 020

- This is a Service Tax Invoice.
- The PNR Number is a unique number and may be treated as Invoice Serial Number.
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Booking by Travel Agent :**MR NAKUL PANT**

Shubh Yatra Travels Ltd., 23/476, Rambaug Colony, Paud Road, Pune

PNQ

IN

ITINERARY					
FROM/TO	FLIGHT NO	DAY	DEPARTURE	ARRIVAL	STOPS
PUNE/NEW DELHI	AZ-154	Wednesday- 20 Oct 2010	1110	1310	0

Passenger(s)	Economy Fare	Service Tax	Airport Fees	Passenger Service Fee	Airline Fuel Charge	Transaction Charge (DEL)	Transaction Charge
AVINASH DEVASTHALI	200.00	103.00	200.00	228.00	2,500.00	50.00	495.00
ASHWINI DEVASTHALI	200.00	103.00	200.00	228.00	2,500.00	50.00	
ANIRUDH DEVASTHALI	200.00	103.00	200.00	228.00	2,500.00	50.00	

Reservation Totals:	Air fare	600.00 INR
	Taxes and Surcharge	9,234.00 INR
	Special Service	495.00 INR
	TOTAL	10,338.00 INR

Payment Summary:

Mr Jotindra Das

19Jun2010

TOTAL PAYMENTS 10,338.00 INR

Fare Conditions

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Please confirm status of your Flight from our Call Centre (1800000000 or 09999999999), between 72 and 24 hours before the Scheduled Departure time to avoid any inconvenience in case of any change in the flight schedule

Thank you for selecting Udaan as your preferred choice of travel.

Avinash Devasthali

1, Balaji Apartments,
32/376, Shivaji Nagar,
Pune 411004.

1 May 2011

To

Shubh Yatra Travels Ltd.,
23/476, Rambaug Colony,
Paud Road,
Pune 411029.

Messieurs,

- 1) In June 2010, I approached you for booking tickets for 20 persons Pune-Delhi-Pune on 20 and 21 October 2010. This related to my grandmother's centenary celebrations which were to happen in Delhi on 21 October 2010. This booking was done through your representative, Mr. Nakul Pant.
- 2) I requested you to book refundable tickets for the group. I had discussed with your representative that some, especially elderly, persons in the party were likely to cancel, or will be replaced by others. I also indicated that the entire event depended on the good health of my grandmother. I asked that these tickets should be refundable and transferable. Your representative recommended the flight of Udaan Airlines for 20th and 21st October for the marriage party since tickets for the flights were refundable. He stated, however, that tickets were not transferable.
- 3) I mentioned that the decision about travel or cancellation would be taken 7 days in advance under ordinary circumstances, but there could always be later cancellations, especially considering that many in the party were senior citizens. Your representative stated that the refundable tickets would be refunded even if informed 2 hours before departure according to Udaan's refund policy. I paid the full charges for all tickets purchased. Tickets as mentioned below were issued to me. I have paid for the tickets to you.
 - a. Udaan Pune-Delhi AZ-154 of 20 Oct 2010 for 20 persons: Ticket No. 1ABCDE at Rs 3194 per person.
 - b. Udaan Delhi-Pune AZ-155 of 21 Oct 2010 for 20 persons: Ticket No. P2QRST at Rs 3447 per person.(Other tickets were also booked for the same occasion, which are not involved with this notice)
- 4) On 18 October 2010, I requested cancellation of seven tickets on both Udaan flights, and for refunds. I gave the names of persons whose tickets are to be cancelled. They were: (i) Aaditya Kulkarni, (ii) Abhishek Kulkarni, (iii) Rajendra Ghaty, (iv) Rajani Ghaty, (v) Snehal Devasthali, (vi) Swati Desai and (vii) Shreyas Desai.
- 5) The above seven persons did not travel to Delhi.
- 6) After the completion of the centenary celebrations, I returned from Delhi to Pune late at night on 21 October 2010. On 22 October 2010, I came across a mail dated 19 October 2010 from Mr. Nakul Pant on your behalf informing that you did not cancel these tickets. The mail alleged for the first time that the tickets could not be cancelled as these were group bookings. Please note that I do not admit this position. I made enquiries with the airlines and was informed that cancellation of group bookings was possible. It is surprising why these tickets were not cancelled as instructed.
- 7) I had specifically asked you to book refundable tickets. Udaan's policy was to refund tickets after deducting Rs 750 per ticket. Had I booked the tickets online myself, I would have obtained refund of tickets after deduction of Rs 750 per ticket. You were instructed to book

refundable tickets. Hence I am entitled to refund on such basis. The table below gives details of refunds I am entitled to.

No	Date 2010	From- To	Airline	Flight No	Tickets Cance- lled	Ticket No	Ticket per person Rs	Refund due per person Rs	Refund amount due Rs
1	20 Oct	Pune- Delhi	Udaan	AZ-154	7	1ABCDE	3,194	2,444	17,108
2	21 Oct	Delhi- Pune	Udaan	AZ-155	7	P2QRST	3,447	2,697	18,879
Total									35,987

You are liable to pay me the amount of Rs 35987 with interest of Rs 2638 @ 12 % from 20 October 2010, totalling an amount of Rs 38625. Please send the amount immediately.

Sincerely,

A Devasthali

(Avinash Devasthali)

2 November 2011

To

Shubh Yatra Travels Ltd.,
23/476, Rambaug Colony,
Paud Road,
Pune 411029.

Messieurs,

On behalf of and upon instructions from my client Mr. Avinash Devasthali of 1, Balaji Apartments, 32/376, Shivaji Nagar, Pune 411004, I have to serve you with notice as follows:

1. In June 2010, my client approached you for booking tickets Pune-Delhi-Pune for 20 and 21 October 2010 for a group of 20 persons. This related to the centenary celebrations of my client's grandmother to happen in Delhi on 21 October 2010. This booking was done through your representative, Mr Nakul Pant.
2. My client specifically requested and instructed you to book refundable tickets for the party. My client had discussed with your representative that some, especially elderly, persons in the marriage party were likely to cancel, or will be replaced by others. My client asked that these tickets should be refundable and transferable. Your representative recommended the flight of Udaan for 20th and 21st October for the group since tickets for the flights were refundable. He stated, however, that tickets were not transferable.
3. My client mentioned that the decision about travel or cancellation would be taken 7 days in advance under ordinary circumstances, but there could always be later cancellations, especially considering that many in the party were senior citizens. Your representative stated that the refundable tickets would be refunded even if informed 2 hours before departure according to Udaan's refund policy. My client paid the full charges for all tickets purchased. Tickets as mentioned below were issued to my client. My client has paid you for these tickets.
 - a. Udaan Pune-Delhi AZ-154 of 20 Oct 2010 for 20 persons: Ticket No. 1ABCDE at Rs 3194 per person.
 - b. Udaan Delhi-Pune AZ-155 of 21 Oct 2010 for 20 persons: Ticket No. P2QRST at Rs 3447 per person.(Other tickets were also booked for same occasion, which are not involved with this notice)
4. On 18 October 2010, my client requested cancellation of seven tickets on both Udaan flights, and for refunds. My client gave the names of persons whose tickets are to be cancelled. They were: (i) Aaditya Kulkarni, (ii) Abhishek Kulkarni, (iii) Rajendra Ghatey, (iv) Rajani Ghatey, (v) Snehal Devasthali, (vi) Swati Desai and (vii) Shreyas Desai.
5. After the completion of the centenary celebrations, my client returned from Delhi to Pune late at night on 21 October 2010. The above seven persons did not travel to Delhi. On 22 October 2010 my client came across a mail dated 19 October 2010 from Mr Nakul Pant on your behalf informing that you did not cancel these tickets. The mail alleged for the first time that the tickets could not be cancelled as these were

group bookings. Please note that my client does not admit that these tickets were non-refundable. My client made enquiries with the airlines and was informed that cancellation of group bookings was possible. My client states that it was your responsibility to cancel the tickets as instructed.

6. My client had specifically asked you to book refundable tickets. Udaan's policy was to refund tickets after deducting Rs 750 per ticket. Had my client himself booked these tickets online, my client would have obtained refund of tickets after deduction of Rs 750 per ticket. You were instructed to book refundable tickets. Hence my client is entitled to refund on such basis. The table below gives details of refunds my client is entitled to.

No	Date	From-To	Airline	Flight No	Number of Tickets Cancelled	Ticket No	Ticket per person Rs	Refund due per person Rs	Refund amount due Rs
	2010								
								Rs	
1	20 Oct	Pune-Delhi	Udaan	AZ-154	7	1ABCDE	3,194	2,444	17,108
2	21 Oct	Delhi-Pune	Udaan	AZ-155	7	P2QRST	3,447	2,697	18,879
Total									35,987

7. My client sent to you a letter dated 1 May 2011 by registered post, demanding the amount with interest. You received the demand notice, but you neither replied, nor refunded the amount.
8. You are therefore called upon to pay to my client an amount of Rs **42,459** (being amount of Rs 35,987 with interest of Rs 4,472 @ 12 % from 20 October 2010 and Rs 2,000 being costs of this and earlier notice) within ten days from receipt of this notice. Else my client will be constrained to file such legal proceedings against you as may be advised.

Sincerely,

Gajanan Joshi

(G B Joshi)
Advocate

SHUBH YATRA TRAVELS LTD.

Shaheed Bhagat Singh Road,

Colaba,

Mumbai- 400005

Email: shubhyatratravels@gmail.com

Website: www.shubhyatra.com

19 November 2011

To,

Shri G.B. Joshi,
51, Ravivar Peth,
Pune- 411 004

Dear Sir,

We have received a notice dated 2 November 2011 which you sent on behalf of Mr. Avinash Devasthali. Our reply to it is as follows:

1. Your client's claim is entirely false and misconceived.
2. We deny that the tickets on Udaan flights of 20 and 21 October 2010 were refundable. We deny that we represented to your client that these tickets were refundable. We state that tickets are booked and refund is permissible only as per the refund policy of respective airlines communicated from time to time. Your client was clearly informed that there will not be any refund done within 7 days prior to departure and that cancellation beyond 7 days prior to departure could be done at a charge of Rs 750/- per person per flight. Your client clearly understood the refund policy and booked the tickets, which were utilised by your client. Any cancellation by your client within 7 days prior to departure was not refundable. Your client has confirmed this in the mail dated 18 June 2010, which he wrote to us. Since cancellation is done by airlines and refund is permissible as per refund policy, your client is entitled to claim refund from the respective airline, and he can challenge their refund policy. Since your client knew about the refund policy, your client is not entitled to any refund.
3. We deny that we have violated any instructions in the booking of tickets or refund of amounts. Please advise your client to approach the respective airline for refund.
4. We give below para-wise reply to your notice:
 - (i) Para 1 is generally correct.
 - (ii) Contents of Para 2 are wrong and denied. We deny that your client specifically requested and instructed us to book refundable tickets. We deny that your client discussed with our representative that some elderly persons are likely to cancel or will be replaced by others. We deny that your client asked us that the tickets should be refundable and transferable. We deny that our representative recommended the flight of Udaan Airlines for 20th and 21st October for the guests since Udaan tickets for the flights were refundable. Your client was given option of all airlines and your client opted for Udaan and the same was booked and communicated to your client with refund policy. Your client may refer to the emails exchanged between him and

our representative. Booking of tickets in refund or cancellation are governed by refund policy of the respective airline communicated from time to time and we have nothing to do with it.

- (iii) Contents of Para 3 are denied. It is denied that your client stated that the decision about travel or cancellation would be taken 7 days in advance under ordinary circumstances, but there could always be later cancellations, especially considering that many in the party were senior citizens and that our representative stated that the refundable tickets would be refunded even if informed 2 hours before departure according to Udaan's refund policy. It is stated that no such discussion took place between your client and our representative. We deny that our representative ever told that refundable tickets would be refunded even if informed two hours before departure according to Udaan refund policy. The payments and booking of tickets are a matter of record.
- (iv) With reference to Para 4 we state that we received an email from your client asking for cancellation of 7 tickets on both flights. However, nothing could be done at that time because under the refund policy of Udaan any cancellation after 7 days or less prior to departure could not be refunded. This was communicated to your client on the same day. A subsequent mail was also written to your client on the next day.
- (v) In reply to Para 5 we state that your client booked the tickets and utilised the same. We state once again that refund is permissible as per refund policy of the airlines well within the knowledge of your clients. We do not know when your client made enquiries of airlines; if he has, please advise him to lodge appropriate claim against the airlines. It is especially denied that it was our responsibility to cancel the tickets as instructed.
- (vi) Contents of Para 6 are wrong and denied. We deny that your client asked us to book refundable tickets. It is true that it was Udaan policy to refund tickets after deducting Rs. 750 per ticket but we state that this was provided the cancellation is done outside 7 days prior to departure. No refund was permissible if tickets were cancelled within 7 days or less outside departure. Since your client intimated on 19 Oct 2010 to cancel tickets of 20 and 21 Oct 2010, he is not entitled to refund. Your client is not entitled to any amount as alleged. In reply of Para 7 we state that we presented the true information to your client as and when he approached us.

Your client is not entitled to any amount as claimed.

We request you to withdraw the notice. If your client takes any action, we will defend it diligently at the risk, cost or consequences of your client.

Thanking you,

abKumar

A.B. Kumar
Vice-President
Shubh Yatra Travels Pvt Ltd.

(Terms and conditions on web-site of Udaan Airlines, downloaded on 28 August 2011)

Bookings, Cancellations and refunds

Fares and schedules are subject to change without notice due to regulatory approval or any other reason. Changes to Passenger name are not permitted.

Subject to availability and payment of all applicable amounts, changes can be made to your Booking as follows: - Changes / Re-booking / Cancellations to the origin and/or destination of travel or to date or time can be made to your booking if you notify us at least 2 hours prior to the scheduled departure time by visiting either of our website, our Airport ticketing counter or in remote cases by calling Udaan Customer Call Centre.

The onus for canceling the PNR within the stipulated time rests with the passengers and if necessary should be done by visiting our Airport ticketing counter.

The table below gives details of the charges:

	Passenger	Udaan Smart	Udaan Flexi	Udaan Business - A Fully Flexible Premium Service
BOOKINGS	Adult	Base fare + applicable taxes & surcharge	Base fare + applicable taxes & surcharge	Base fare + applicable taxes & surcharge
	Infant	Rs.525/- + applicable PSF and applicable Service Tax	Rs.525/- + applicable PSF and applicable Service Tax	Rs.2525/- + applicable PSF and applicable Service Tax
	<i>Travel Agent Transaction Surcharge</i>			
		6% of (base fare + Fuel surcharge)	6% of (base fare + Fuel surcharge)	6% of (base fare + Fuel surcharge)
CANCELLATION CHARGES	Adult	Rs. 750/-	Rs. 150/-	24hrs prior to departure: Nil Within 24 hrs & 2 hrs Prior to departure: Rs. 750/-
	Infant	Rs. 525/-	Rs. 525/-	24hrs prior to departure: Nil Within 24 hrs & 2 hrs Prior to departure: Rs. 525/-
	Adult	Rs. 750/- + difference in base fare and applicable taxes and surcharge	Only difference in base fare and applicable taxes and surcharge	Only difference in base fare and applicable taxes and surcharge

REBOOKING CHARGES	Infant	Nil	Nil	Nil
	Check In	20 kg	20 kg	35 kg
BAGGAGE ALLOWANCE	Hand Baggage	10 kg	10 kg	10 kg
ADVANCE SEAT SELECTION FEE (Non-Refundable)		Rs. 50/-	Rs. 50/-	Nil
		Rs. 129/- per person	Rs. 129/- per person	Rs. 129/- per person
TRAVEL INSURANCE		N A	N A	Available
PRIORITY CHECK IN		Available at a cost	Available at a cost	Complimentary
SNACKS & BEVERAGES		3 Seater	3 Seater	2 Seater (middle seat is always vacant)
SEAT CONFIGURATION				

Changes to the reservation will result in the above fee plus any difference in fare, taxes and surcharges, between the original fare paid and the fare payable for the revised booking. If the new fare is lower than the originally booked fare - the difference in the original booking amount and the new amount (including rebooking fee) will be retained in a credit shell for a period of 12 months where the passenger may use it as payment towards future travel and this fee is subject to change without notice.

In case of cancellation the balance of the original booking amount will be retained in a credit shell for a period of 12 months where the passenger may use it as payment towards future travel. In case of non-utilization during the validity period, the credit note amount is liable for forfeiture.

Cancellations to bookings less than 2 hours prior to the scheduled departure time will be treated as no show passengers.

In case of cancellation of a booking, made by a Udaan partner, refund has to be collected from that respective Udaan Partner.

No refunds will be given once reservations are confirmed and booked on Udaan flights. Customers should note that certain fares are offered subject to certain conditions, which may limit, restrict or exclude the right of the Customer to change or cancel Bookings. Any fares with less than standard surcharges are promotional fares and are non cancellable.

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No. 111 / 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels Ltd. and Ors.

... Opposite Parties

AFFIDAVIT

I, Rajendra Ghaty, son of Hrishikesh Ghaty, aged 65 years, occupation Business, residing at E-5, Golf Green Apartments, Shaniwar Peth, Pune 411030 do hereby state on solemn oath and affirmation as follows:

1. I, along with some of my relatives and family friends, was booked to fly to Delhi to attend my aunt, Mrs. Dakshayani Devasthali's centenary celebrations which happened on 21 October 2010.
2. My nephew, Mr. Avinash Devasthali, who is the complainant herein, booked the ticket by Udaan Airlines flight AZ-154 from Pune to Delhi on 20 October 2010. The reference number for the ticket is 1ABCDE. He also booked my ticket from Delhi to Pune by Udaan Airlines flight AZ-155 from Delhi to Pune on 21 October 2010, bearing reference number P2QRST.
3. However, due to ill health, I was unable to go for the function on 20 October 2010.
4. I, therefore, did not travel by the said flight and as the tickets were not cancelled by the Opposite Party No 1, the Ticket Nos 1ABCDE and P2QRST were unutilized and therefore, should be refunded to the complainant.
5. My other relatives Aaditya Kulkarni, Abhishek Kulkarni, Rajani Ghaty (my wife), Snehal Devasthali, Swati Desai and Shreyas Desai also did not travel on the two flights.

Whatever is stated above is true to the best of my knowledge, information and belief, and I have therefore signed at Pune on the 14th day of February 2012.

Rajendra G

(Affiant)

Before me

Sd/-

Notary

14 Feb 2012

Avinash Devasthali

From: Avinash Devasthali

Sent: Monday, October 18, 2010 4:00 PM

To: travelagent

Subject: Cancellation of certain tickets

Attachments: Udaan Group PNQ-DEL.HTM; Udaan Group DEL-PNQ.HTM; ANIRUDH DEVASTHALI MR 20 OCT PNQ DEL

Dear Nakul,

This is with reference to the attachments to the mail which you had sent me on 19/6/2010 with regard to the booking of tickets for my grandmother's centenary celebrations.

The tickets of ONLY THE FOLLOWING people are to be cancelled on BOTH Pune-Delhi and Delhi-Pune sectors:

1. Aaditya Kulkarni
2. Abhishek Kulkarni
3. Rajendra Ghatey
4. Rajani Ghatey
5. Snehal Devasthali
6. Swati Desai
7. Shreyas Desai

You had also booked the ticket for Mr. Anirudh Devasthali which also needs to be cancelled on BOTH Pune-Delhi and Delhi-Pune sectors.

Please let me know what I need to do to get the maximum money back as this ticket is 'non refundable'. The details are given in the attachment.

Please confirm once the action is taken and refer back to me if you need any other clarifications.

Regards,
Avinash Devasthali

Avinash Devasthali

From: travelagent
Sent: Wednesday, October 20, 2010 10:31 AM
To: Avinash Devasthali
Subject: RE: Cancellation of certain tickets booked

Dear Sir,
I got a reply from Udaan sales team.
We cannot do anything on Group Booking cancellation to get refund.
Please note I have not cancelled any booking till date. Please advice to cancel.

Regards,
Nakul Pant

From: travelagent
Sent: Tuesday, October 19, 2010 10:07 AM
To: 'Avinash Devasthali'
Subject: RE: Cancellation of certain tickets booked

Dear Sir,
I spoke to the Udaan Sales Team. If we cancel tickets for 7 passengers now, ticket would be NON-REF on PNQ-DEL-PNQ sector.

We cannot do anything on this. Still I have put a request to group desk to a sales team. I will get back to you once they revert to me.

But assume this as NON_REF.

Secondly, for Anirudh Devasthali on PNQ-DEL Sector, ticket is Non-REF. But still we can manage to get refund of Rs. 2682/- and on DEL-PNQ sector Cancellation charged would be INR 750/-

Please advice.

Regards,
Nakul Pant

From: Avinash Devasthali
Sent: Monday, October 18, 2010 4:00 PM
To: travelagent
Subject: Cancellation of certain tickets
Attachments: Udaan Group PNQ-DEL.HTM; Udaan Group DEL-PNQ.HTM; ANIRUDH DEVASTHALI MR 20 OCT PNQ DEL

Dear Nakul,

This is with reference to the attachments to the mail which you had sent me on 19/6/2010 with regard to the booking of tickets for my grandmother's centenary celebrations.

The tickets of ONLY THE FOLLOWING people are to be cancelled on BOTH Pune–Delhi and Delhi-Pune sectors:

1. Aaditya Kulkarni
2. Abhishek Kulkarni
3. Rajendra Ghaty
4. Rajani Ghaty
5. Snehal Devasthali
6. Swati Desai
7. Shreyas Desai

You had also booked the ticket for Mr. Anirudh Devasthali which also needs to be cancelled on BOTH Pune–Delhi and Delhi-Pune sectors.

Please let me know what I need to do to get the maximum money back as this ticket is 'non refundable'. The details are given in the attachment.

Please confirm once the action is taken and refer back to me if you need any other clarifications.

Regards,
Avinash Devasthali

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No. 111/ 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels Ltd and Ar.

... Opposite Parties

Reply of the Opposite Party No 1 is as follows:

1. The Complainant is entirely false and misconceived, and is denied by Opposite Party No 1.
2. With reference to para 2, the Opposite Party No 1 denies that the complainant approached Shubh Yatra for booking tickets relating to a function organized to celebrate the completion of 100 years of the complainant's grandmother to happen in Delhi. The complainant never informed the Opposite Party No 1 about the celebrations.
3. With reference to para 3, the Opposite Party No 1 denies that the complainant specifically requested and instructed Shubh Yatra to book refundable tickets. The Opposite Party No 1 denies the complainant had discussed with the representative of Shubh Yatra about a possibility that some, especially elderly, persons among the guests might cancel the tickets, or will be replaced by others. The Opposite Party No 1 denies that the Complainant informed the Opposite Party No 1 that the entire trip also depended on the good health of Mrs Dakshayani Devasthali. The Opposite Party No 1 denies that the complainant asked that these tickets should be refundable and transferable. The Opposite Party No 1 denies that Mr. Nakul Pant recommended the flight of Udaan Airlines for 20th and 21st October for the guests since Udaan tickets for the flights were refundable.
4. With reference to para 5, the Opposite Party No 1 denies that the complainant had a discussion with the representative of Shubh Yatra wherein he mentioned that the decision about travel or cancellation would be taken 7 days in advance under ordinary circumstances, but there could always be later cancellations, especially considering that many in the party were senior citizens, and also because the programme depended on the health of his grandmother. The Opposite Party No 1 denies that the representative of Shubh Yatra stated that according to Udaan's refund policy the refundable tickets would be refunded even if informed 2 hours before departure. Tickets as mentioned below were issued to the complainant.
5. With reference to para 6, the Opposite Party No 1 denies that Ticket Nos 1ABCDE and P2QRST do not mention that these are non-refundable. The Opposite Party No 1 submits that the tickets do mention clearly : "This fare is non-refundable, except as provided in Udaan's Terms and Conditions of Carriage". The Opposite Party No 1 submits that group bookings have special fare conditions because the airline offers these on concessional rates. It was a special condition according to Udaan refund policy that group bookings on concessional rates shall have refunds only if the cancellation of the ticket occurred outside of 7 days before departure. The Opposite

Party No 1 submits that this was explained to the Complainant. The Opposite Party No 1 submits that the Complainant understood these terms, as is seen in his admission in the email he sent on 18 June 2010 to the representative of the Opposite Party No 1 .

6. With reference to para 7, it is true that on 18 October 2010, the complainant requested Shubh Yatra to cancel seven tickets on both Udaan flights mentioned in para 5 of the complaint, and for refunds. It is true that the complainant gave the names of persons whose tickets were to be cancelled. They were: (i) Aaditya Kulkarni, (ii) Abhishek Kulkarni, (iii) Rajendra Ghatey, (iv) Rajani Ghatey, (v) Snehal Devasthali, (vi) Swati Desai and (vii) Shreyas Desai. The Opposite Party No 1 does not know and hence does not admit the ages of these seven persons.
7. The Opposite Party No 1 is not aware and hence does not admit that the complainant was busy with the arrangements for the function on 19 and 20 October 2010, and returned from Delhi late at night on 21 October 2010 after the completion of the centenary celebrations. The Opposite Party No 1 is not aware and does not admit that the above seven persons did not travel to Delhi. The Opposite Party No 1 denies that the complainant read on 22 October 2010 the mail of Nakul Pant sent on 19 October 2010. The Opposite Party No 1 does not admit that the email from Opposite Party No 1 stated for the first time that the tickets could not be cancelled as these were group bookings. The Opposite Party No 1 is not aware and does not admit that the complainant made enquiries with the airlines and was informed that cancellation of group bookings was possible. The Opposite Party No 1 denies that it was the responsibility of the Opposite Party No 1 to cancel the tickets as instructed. The Opposite Party No 1 submits that the Opposite Party No 1 exercised reasonable diligence in enquiring with Udaan and in sending an email once again to the Complainant asking whether the Opposite Party No 1 should proceed with the cancellation. The Opposite Party No 1 had done what the Opposite Party No 1 was reasonably expected to do in the circumstances. The Opposite Party No 1 cannot be held liable on this ground. The Opposite Party No 1 submits that even if the Opposite Party No 1 had cancelled the tickets, the complainant would not have got any refund.
8. With reference to para 9, the Opposite Party No 1 denies that the complainant had specifically instructed Shubh Yatra to book refundable tickets. It is true that it was Udaan's policy was to refund tickets after deducting Rs 750 per ticket. The Opposite Party No 1 does not admit that the complainant would have received the refund if he had himself booked these tickets online. The complainant is not entitled to refund as claimed in the table given in para 9.
9. As explained above, the Opposite Party No 1 does not admit that the tickets of the seven passengers nowhere mention that they are (i) non-refundable, (ii) subject to special terms because the ticket is for a group. It is true that the tickets actually expressly state that the fare will be refundable according to Udaan 's Terms and Conditions of Carriage. It is denied that Udaan's terms of carriage at that time that made tickets refundable subject to deduction of Rs 750 per ticket if cancellation was done 2 hours before departure did not apply in the present case, and the complainant was aware of this fact.
10. The Opposite Party No 1 denies that the complainant directed booking of refundable tickets, or that the Opposite Party No 1 is liable for deficiency in services for not booking refundable tickets. It is not true that the Opposite Party No 1 never informed the complainant that the tickets would be non-refundable. The Opposite Party No 1 booked tickets having a refund policy of the airline

applicable to group bookings, and according to the directions and with the consent of the complainant. It is true that the Opposite Party No 1 did not cancel the tickets after instructions; the circumstances in which the Opposite Party No 1 acted are stated above.

11. With reference to para 12, the Opposite Party No 1 submits that the Opposite Party No 1 received refund of the ticket (of Mr Anirudh Devasthali) from the Opposite Party No 2. The Opposite Party No 1 submits that the refund was given to the complainant. The Opposite Party No 1 submits that this ticket was not a group booking, and hence entitled with refund if cancelled upto 2 hours before departure of flight.
12. With reference to para 11, the Opposite Party No 1 submits that the Opposite Party No 1 has given reply of 19 November 2011 to the notice received from Advocate G B Joshi, and the reply is part of the record. The reply explains the true position. The Opposite Party No 1 is not aware whether the seven passengers boarded the flight or not.
13. With reference to para 16 the Opposite Party No 1 denies that the email correspondence between the complainant and representatives of the Opposite Party No 1 does not state that the tickets were not non-refundable. The Opposite Party No 1 denies that tickets do not state that they are refundable subject to any special refund policy. The Opposite Party No 1 denies that neither the ticket nor any correspondence between the parties states the contents and details of the special refund policy of Udaan requiring cancellation 7 days before departure. The Opposite Party No 1 submits that the special refund policy was make known to the complainant and was acknowledged by the complainant in his email of 18 June 2010.
14. With reference to para 17, the Opposite Party No 1 denies the claim of the Complainant.
15. With reference to para 20, the Opposite Party No 1 denies that the Opposite Party No 1 has made a deliberate false and misconceived allegation that the tickets of the seven passengers were used. The complainant is not entitled to punitive damages.
16. The Complainant has no cause of action.

It is therefore prayed that the complaint be dismissed with compensatory costs.

Mumbai, 20 June 2012

abKumar

(A B Kumar)
Vice President
Shubh Yatra Travels Ltd
(for Opposite Party 1)

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No.111 / 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels Ltd and Ors

... Opposite Parties

List of documents filed by the Opposite Party No 1 is as follows:

1 Email trail Complainant and Shubh Yatra 16 to 20-10-2010

Pune

Mumbai, 20 June 2012

abKumar

(A B Kumar)
Vice President
Shubh Yatra Travels Ltd
(for Opposite Party 1)

TravelDesk: Shubh Yatra

From: Avinash Devasthali [mailto:avinash.dev@gmail.co.in]
Sent: Saturday, June 19, 2010 10:38 AM
To: traveldesk – Shubh Yatra
Cc: TravelDesk-ShubhYatra-Janani;
Subject: RE: Centenary celebrations - Travel to Delhi.xlsx

Hello,

Enclosed is latest list for booking air tickets.

Regards,

Avinash Devasthali

From: Avinash Devasthali
Sent: Friday, June 18, 2010 6:28 PM
To: traveldesk – Shubh Yatra
Cc: TravelDesk-ShubhYatra-Janani
Subject: FW: Centenary celebrations - Travel to Delhi.xlsx

Hello,

I have added the 21st name (highlighted for your quick information).
Please let me know once we finally give the ticketing decision to the airline.

Regards,

Avinash Devasthali

From: Avinash Devasthali
Sent: Friday, June 18, 2010 12:30 PM
To: traveldesk – Shubh Yatra
Cc: TravelDesk-ShubhYatra-Janani
Subject: RE: Centenary celebrations - Travel to Delhi.xlsx

Hello,

Please go ahead and book the tickets as per the following **Flight Details:**

Book 20 people on

AZ-154 20OCT-PNQ DEL Dep 1110 Arr 1310

Per Person:

Group Fare: INR 3031/-

Time Limit: fare is valid till 19Jun/1600hrs.

As of now System Fare: INR3031/-

And Return for 20 people on

AZ-155- 21OCT DEL PNQ Dep 2030 Arr 2230

Per Person:

Group Fare: INR 3281/-

Time Limit: fare is valid till 19Jun/1600hrs.

As of now System Fare: INR3281/-

The list of the people is attached.

As already confirmed

1. The rates quoted by Udaan Air are all inclusive and for the entire group
2. Refund of tickets with Rs750/- deduction till 7 days before the flight date
3. No change in passenger name possible

Regards,

Avinash Devasthali

From: traveldesk – Shubh Yatra
Sent: Friday, June 18, 2010, 10.34 AM
To: Avinash Devasthali
Cc: TravelDesk-ShubhYatra-Janani
Subject: RE: Centenary celebrations - Travel to Delhi.xlsx

Dear Sir,

I have worked out on Udaan flights.

Flight Details:

AZ-154 20OCT PNQ DEL Dep 1110 Arr 1310

Per Person:

Group Fare: INR 3031/-

Time Limit: fare is valid till 19Jun/1600hrs.

As of now System Fare: INR3031/-

And Return

AZ-155 21OCT DEL PNQ Dep 2030 Arr 2230

Per Person:

Group Fare: INR 3281/-

Time Limit: fare is valid till 19Jun/1600hrs.

As of now System Fare: INR3281/-

Regards,

Nakul Pant

From: traveldesk – Shubh Yatra [mailto:traveldesk@ShubhYatra.co.in]
Sent: Thursday, June 17, 2010, 6.37 PM
To: 'avinash.dev@gmail.com '
Cc: ' TravelDesk-ShubhYatra-Janani '
Subject: RE: Centenary celebrations - Travel to Delhi.xlsx

Dear Sir,

Please find below details of group fare quote by Airlines against System(Online) fare per person.

- 1) 9W 366 20OCT-PNQ DEL 1025 1225

Per Person:

Group Fare: INR 3482/-

Time Limit: fare is valid till 19Jun/1600hrs.

As of now System Fare: INR5782/-

2) SG 219 21OCT**DEL PNQ** 2035 2240

Per Person:

Group Fare: INR 3464/-

As of now System Fare: INR3583/-

3) IT3153 20OCT**PNQ DEL** 1040 1240

4) IT3154 21OCT **DEL PNQ** 2050 2255

Per Person:

Group Fare: INR 13500/-

Time Limit: Fare quote valid till 19Jun/1500hrs

As of now System Fare: PNQ-DEL 5932/- & DEL-PNQ 7032/-

As per above observation group fare is cheaper than system fare.

Regards,
Nakul Pant

From: TravelDesk-ShubhYatra-Janani

Sent: Thursday, June 17, 2010, 10.05 AM

To: traveldesk – Shubh Yatra

Subject: FW: Centenary celebrations - Travel to Delhi.xlsx

Importance: High

Pls get the group fare quotes asap for Pune – Delhi 20th Oct & Delhi Pune on 21st Oct as per list attached

Thanks & Best Regards,

Arpit Bhavani

Shubh Yatra | Location: Janani Co Pune

arpit.bhavani@ShubhYatra.co.in

From: Avinash Devasthali [mailto:avinash.dev@gmail.com]

Sent: Wednesday, June 16, 2010 4.30 PM

To: TravelDesk-ShubhYatra-Janani

Subject: Centenary celebrations - Travel to Delhi.xlsx

Hello,

This is as per our discussion about the airline bookings for my Personal work – Centenary celebrations of my grandmother at Delhi. Attached file gives the information for booking flights.

Expected flights timings are indicated. We should be looking for booking half of the people in flights spaced apart by half hour or so – just to ensure against cancellations / disruptions due to fog or any other problems.

I would like you to ask the airlines for quotations – as discussed.

Avinash Devasthali

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No. 111/ 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels Ltd and another

... Opposite Parties

Reply on behalf of Opposite Party No 2 Udaan Airlines is as follows:


1. We state that the complaint is without basis, and deserves to be dismissed. We also submit that this Opposite Party has been unnecessarily dragged in to the complaint. There is no contractual relationship between the Complainant and us as regards the services hired by the Complainant.
2. With reference to para 2, we are not aware of the transaction between the complainant and the Opposite Party No 1, or of the celebrations at Delhi.
3. With reference to para 3, we are not aware and hence do not admit whether the complainant specifically requested and instructed Shubh Yatra to book refundable tickets; or whether the complainant discussed with the representative of Shubh Yatra that there is a possibility that some, especially elderly, persons among the guests might cancel the tickets, or will be replaced by others; or that the entire trip also depended on the good health of Mrs Dakshayani Devasthali; or that the complainant asked that these tickets should be refundable and transferable; or that Mr. Nakul Pant recommended the flight of Udaan Airlines for 20th and 21st October for the guests since Udaan tickets for the flights were refundable; or that Mr Pant stated that tickets were not transferable.
4. With reference to para 4, we state on the basis of its record that the complainant also booked another return ticket on another Udaan flight, separately for himself, his wife Mrs. Ashwini Devasthali and his father Mr. Anirudh Devasthali through Shubh Yatra on Udaan Pune-Delhi on 20th October 2010.
5. With reference to para 5, we are not aware and hence do not admit that he complainant had any discussion with the representative of Shubh Yatra wherein he mentioned that the decision about travel or cancellation would be taken 7 days in advance under ordinary circumstances, but there could always be later cancellations, especially considering that many in the party were senior citizens, and also because the programme depended on the health of his grandmother; or that the representative of Shubh Yatra stated that according to Udaan's refund policy the refundable tickets would be refunded even if informed 2 hours before departure. We state on the basis of our records that tickets mentioned in the table in para 5 were issued to the complainant, and we received the ticket charges.
6. We state that it was our policy, like that of any other airline, that group bookings have special refund policy, especially since group bookings are given on special rates lower than that which normal tickets would be available. The ticket issued to the Complainant was subject to special terms as to refund. Refund for the ticket would be available only if it was cancelled outside of 7 days before

departure. This was our standard policy for group bookings for a group of 20 at that time. Record filed in this proceedings shows that the complainant was made aware of this policy, and had acknowledged the same.

7. With reference to para 6, we deny that the tickets Nos 1ABCDE and P2QRST do not mention that these are non-refundable, or that the tickets also do not mention that they are subject to any special Udaan policy as regards refunds. The tickets issued to the complainant were group bookings made by the opposite party no 1 as travel agent. The tickets were been issued after these special conditions were informed to and agreed by the complainant.
8. With reference to para 7, we are not aware and hence do not admit whether on 18 October 2010, the complainant requested Shubh Yatra to cancel seven tickets on both the flights mentioned in para 5 of the complaint, and for refunds, or the names of persons whose tickets were to be cancelled. From our records, it is seen that the seven persons mentioned in para 7 did not board the flights.
9. With reference to para 8, we are not aware and hence do not admit that the complainant was busy with the arrangements; or that the complainant came across on 22 October 2010 a mail dated 19 October 2010 from Mr Nakul Pant informing that Shubh Yatra did not cancel these tickets; or that the email from Shubh Yatra stated for the first time that the tickets could not be cancelled as these were group bookings. We could not find from our records that the complainant made enquiries with the airlines, or was informed that cancellation of group bookings was possible.
10. With reference to para 9, we are not aware and hence do not admit that the complainant had specifically instructed Shubh Yatra to book refundable tickets. It is true that it was our policy was to refund tickets after deducting Rs 750 per ticket; however we state that this did not apply to the two group tickets purchased by the complainant. It is true that had the complainant himself booked these tickets online, he would have received the refund; however we state that group bookings cannot be booked directly online. We state that if the complainant had made group booking with us directly, the booking would be liable for the same refund policy requiring him to cancel 7 days before departure. The complainant is not entitled to refund.
11. With reference to para 10, we deny that the tickets of seven passengers nowhere mention that they are (i) non-refundable, (ii) subject to special terms because the ticket is for a group. We submit that these were issued subject to special conditions. We submit that the tickets actually expressly state that the fare will be refundable according to our Terms and Conditions of Carriage. It is not true that Udaan's terms of carriage at that time made the said tickets refundable subject to deduction of Rs 750 per ticket if cancellation was done 2 hours before departure.
12. We state that where tickets are refundable if cancelled 2 hours before departure expressly state so. We have filed as a sample a ticket issued to the complainant for his travel on 30 October 2010 carrying such terms.
13. With reference to para 11, we state from our record that refund for the other ticket on our flight Pune-Delhi 20 October 2010 of Mr Anirudh Devasthali (father) was given. We state that this was possible because this was not a group booking.

14. With reference to para 13, we state that we have not committed any deficiency in service, nor can we be held liable for any deficiency in service, if any, committed by opposite party No 1.
 15. We also state that on the particular flights, 30 seats remained unoccupied on Pune-Delhi flight of 20 October, and 25 seats remained unoccupied on the Delhi-Pune flight of 21 December 2010. We submit without prejudice to any of our other statements that there is no question for refund if the tickets have not been cancelled.
 16. With reference to para 14, we reiterate that the tickets were sold subject to special conditions. All parties were bound by the special refund conditions applicable to group bookings that applied to the two tickets. We have not been deficient in providing services.
 17. With reference to para 15, we cannot be liable on principal-agency relationship as regards the transaction about which the complainant has a grievance.
 18. With reference to para 16, we do not know and hence do not admit any contents of email correspondence between the complainant and Shubh Yatra. The complainant is not entitled to refund. Since cancellation of tickets was not sought by opposite party no 1, the question of our refusing to refund tickets does not arise.
 19. We do not admit any part of the claim of the complainant.
- We therefore pray that the complaint be dismissed.

21 July 2012


Santosh Jamdar
Vice-President (Consumer Affairs)
Udaan Airlines

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No.111 / 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels and Ors

... Opposite Parties

List of documents of Opposite Party No 2 Udaan Airlines is as follows:

1 Pune-Delhi ticket No **0VWXYZ** for 1 person

23-10-2010

Pune

Mumbai, 21 July 2012

S.J-dar

Santosh Jamdar

Vice-President (Consumer Affairs)

Udaan Airlines

UDAAN AIRLINES

All our fleet are CAT IIIB compliant, technologically advanced, new Airbus A320 aircraft with pilots who are trained to navigate through foggy conditions.

Confirmation number: 0VWXYZ

Receipt and Itinerary as of Sat-23Oct2010 11:30

Service Tax Invoice**PAN:** ABCDE1234F**Service Tax No.:** ABCDE1234F GH001**Udaan Airlines (India) Ltd.**

1st Floor, ACC Building,

Maharshi Karve Road, Churchgate

Mumbai 400 020

- This is a Service Tax Invoice.
- The PNR Number is a unique number and may be treated as Invoice Serial Number.
- This is a Computer Generated Invoice and carries a digital signature.

To Fly Smart, please present either the itinerary receipt or the E-ticket with valid photo identification at the airport and check-in counter. Our check-in counters are open 2 hours prior to departure and close strictly 40 minutes prior to departure.

AVINASH DEVASTHALI

1, Balaji Apartments,

32/376, Shivaji Nagar,

Pune Maharashtra 411004

IN

ITINERARY					
FROM/TO	FLIGHT NO	DAY	DEPARTURE	ARRIVAL	STOPS
PUNE/NEW DELHI	AZ-154	Saturday- 30 Oct 2010	1110	1310	0

Passenger(s)	ECONOMY Fare	Service Tax	Passenger Service Fee	Airline Fuel Charge	Transaction Charge
AVINASH DEVASTHALI	200.00	103.00	228.00	2500.00	3564.00

ITINERARY					
FROM/TO	FLIGHT NO	DAY	DEPARTURE	ARRIVAL	STOPS
NEW DELHI/PUNE	AZ-155	Thursday- 21 Oct 2010	2030	2230	0

Passenger(s)	ECONOMY Fare	Service Tax	Passenger Service Fee	Airline Fuel Charge	Transaction Charge
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AVINASH DEVASTHALI	200.00	103.00	228.00	2500.00	3564.00
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Reservation Totals:	Air fare	7,128.00 INR
	Taxes and Surcharge	2,852.00 INR
	Special Service	0.00 INR
	TOTAL	9,980.00 INR

For Udaan Airlines (India) Ltd.

Sd/-

(Authorised Signatory)

Fare Conditions

Dear Customer,

Please read these fare conditions carefully, your acceptance of the booking will prima facie constitute a binding contract of carriage between yourself and the Company on the terms as stated below.

Mode of Booking:

You can book the ticket either by visiting our website www.udaan.in or at the airport ticketing counter or by calling our customer call centre or through any designated travel agents or online travel web portals.

Mode of Payment

You can book tickets by using credit/debit card through any of the modes mentioned in clause above or by paying cash at the airport ticketing counter.

Customers who request for duplicate print-outs of the itinerary at the airport reservation counters will have to pay an additional fee of Rs. 50 per print out (inclusive of service tax and cess, if applicable).

Fares, taxes and surcharge

Fare as charged from you includes applicable passenger service fee, transaction charge, service tax, cess, fuel surcharge, convenience fee and additional airport fee (UDF) on flights from certain airports. Fares are subject to change until purchase of ticket.

Confirm your booking

Kindly confirm the status of your booking (PNR) including the correctness of your personal details (name, age, etc), date and time of journey within 24 hrs of the booking. Many a time such details may not be recorded correctly either on your ticket or in our record. For this purpose you shall call at our call centre, at 1800000000 (toll free) or 09999999999. Udaan Airlines does not accept any responsibility of incorrect information appearing in your ticket or our records. The booking in our database is the primary record of carriage and in the event of any differences between your ticket and our database, the information recorded in our database will prevail.

Baggage Allowance

Checked-in baggage allowance per Customer is as follows :

For Smart Udaan and Flexi Udaan: 20kgs

For Business Udaan: 35kgs

Any excess baggage will be charged @ Rs . 250 per kg.

In addition to the checked-in baggage allowance, Customers are allowed to carry hand baggage to the aircraft subject to a maximum weight of 10kgs per Customer. Customers travelling with an infant aged between 7 days to 24 months are allowed to carry one additional small cabin baggage for baby food etc . and one fully collapsible baby push chair / stroller or baby basket, the maximum weight of additional baggage for infant shall not exceed 10kgs .

The size of the cabin hand baggage shall not exceed 55 cm x 35 cm x 25 cm (Total 115 cms). Udaan assumes no responsibility or liability for delay in carriage of baggage by air. Please note that no hand baggage, other than laptop, digital camera and valuables is permitted while boarding from Srinagar, Jammu and Leh Airports.

For health and safety reasons, Udaan will not accept any individual baggage item exceeding 32 kgs. For oversized baggage, including sporting, musical equipment etc. an additional charge of Rs. 1000/- per baggage per sector will be levied. Udaan reserves the right to refuse to carry any luggage that does not comply with its policies. Customers are also advised that valuable items such as jewellery, computers and electronic devices , keys , important documents /materials, medications or medical equipment that cannot be replaced easily should not be included in the check -in baggage. Udaan does take measures to ensure that your check -in baggage is transported safely to the destination, however, it does not accept any responsibility in case the check - in baggage including valuable items placed in it are misplaced, stolen or broken in transit except as described below.

In case of loss of check-in-baggage solely due to our negligence then Udaan would be liable to pay for the loss of baggage subject to a sum calculated at the rate of Rs. 200 per kg multiplied by weight of such lost baggage subject to a maximum of Rs. 4000/- per bag.

Changes to Bookings

Subject to availability and payment of all applicable amounts, changes can be made to your booking as follows :

Change of date or time of the booked ticket can be made by notifying us at least 2 hours prior to the Scheduled Departure Time either by visiting our website or at the airport ticketing counter or by calling our customer call centre. You would be liable to pay the charges for such changes, for charges, please refer to our website.

No change of name as printed on the ticket will be permitted.

Cancellation and Refund

You can cancel your booking any time prior to scheduled departure. You would be entitled to refund of ticket as per the refund rules and cancellation charges applicable to the ticket is sued to you and more specifically mentioned in the citizen charter. Refund for cancellation of a booking made through an authorised travel agent or online travel portals will be issued to the credit of the travel agent or online portal, you shall contact the travel agent or the online portal for collecting your refund. Where the cancelled ticket was booked using credit /debit card, the refund amount will be processed back to the credit/debit card account through which the ticket was booked. We generally process the refund of your ticket within 15 business days of the cancellation of the ticket.

In case bookings are done at Udaan ticketing counter by making cash payment, the applicable refund amount upon cancellation will be processed and returned by way of an account payee cheque in the name of the passenger making the booking within 15 business days of the cancellation of the ticket.

In case of 'No Show' or Cancellation of promotional fares tickets the entire gross fare is forfeited except for the applicable Passenger Service Fee (P SF) and User Development

Fee (UDF) which shall be refunded in the same mode of payment in which the payment was originally received and only upon receiving such request in writing from the Customer within 15 calendar days from the date of Cancellation or 'No Show'.

Baggage Screening

Wherever required, check-in baggage should be screened through an X-ray machine before you proceed for check-in counter.

Documents required at the time of Check-In.

Photo Identity Card: Customers are required to present her/his valid photo identification at the time of check-in.

Valid ticket and Boarding pass: You shall ensure that you carry a valid ticket or boarding pass at all times during your journey.

Credit/Debit Card: In case you have booked tickets with your credit/debit card, please carry the original credit/debit card or a photocopy (both front and back) of the same

(Please hide the CVV (three digit number) written on the back of your credit/debit card). If you have made the booking using someone else's credit/debit card, please carry an authorization letter from the card holder as well as a photocopy of that credit/debit card as described above.

Udaan reserves the right to cancel any booking, in case of suspected fraud or otherwise without any notice or ascribing any reason to the Customer.

Check-in and Boarding Closing Time

Check-in commences 2 hours prior to the scheduled departure (3 hours in case of Srinagar and Jammu airports). Check-in counter closes 40 minutes prior to the scheduled departure time. You shall be at the check-in counter with your luggage duly x-rayed and with all valid travel documents before the close of check-in counter.

In order to avoid last minute rush, Customers are advised to report at least 60 minutes prior to the scheduled departure time (90 minutes in case of Srinagar and Jammu airports) at the check-in counter.

Boarding Gate closes 20 minutes prior to the scheduled departure time. In case you fail to show up at the check-in counter or at the boarding gate you will be treated as "no show" and fare paid will be forfeited.

Confirm flight schedule

Customers who have booked their flights well in advance of the scheduled departure date are required to re-confirm the scheduled departure date and time of your flight between

72 and 24 hours before the scheduled departure as mentioned to you at the time of booking. You can check the flight status either by calling our call center or by visiting our website.

Airline's Right to Refuse Boarding

Udaan reserves the right to refuse boarding to persons who are under the influence of alcohol or drugs or whose behavior is found to be violent or abusive, or where we believe that denial of boarding is necessary for the safety, security and comfort of other Customers or for the protection of the aircraft and / or other assets. Such persons will be treated as 'no show' and fare paid will be forfeited.

Right to Search

Udaan reserves the right to search Customer's baggage for reasons of safety and security and to check whether the baggage contains any unacceptable or prohibited items. If the Customer refuses to comply with such searches or scan, we reserve the right to refuse carriage to such Customer and her/his baggage without refund of fare and without any other liability.

Cancellation and rescheduling of flights

Udaan will endeavor to operate the flights as per the schedule, however, Udaan reserves the right to cancel, reschedule, postpone, prepone the schedule of the flight or alter the stopping place or deviate from the route of the journey. In case of any such cancellation or rescheduling of any flight due to any reason, Udaan follows a policy as laid down by

the Directorate General of Civil Aviation under the Civil Aviation Requirements section 3 - Air Transport, Series 'M' Part IV, Issue I, dt. 06.08.2010, w.e.f.15.08.2010 to apply in situations where there is denial of boarding, cancellation or delay of flight. Customers on hopping/via flights are hereby informed that other than on medical grounds, they are not permitted to deplane at the stopover station. For more details please refer our 'Citizens Charter' on our website.

Snacks and Beverages

For Customers flying on Udaan Business ticket, complimentary snacks / beverages are offered on board. For other Customers, we have made arrangement with a reputed service provider to provide a selected range of snacks and beverages for consumption on board on chargeable basis. Though we do take precautions that our Customers are provided with fresh, healthy and hygienic snacks and beverages, however, we do not accept any responsibility on this account. In case of any complaint against the food and beverage served to our Customers the same shall be directly be reported to the service provider whose contact details will be available on board.

Governing Law and Dispute settlement mechanism

These terms and condition shall be construed by and governed in accordance with the laws of India. All disputes arising out of or in connection with these Terms and Conditions shall be settled by the courts in Mumbai, India which shall have the exclusive jurisdiction to hear the matters in relation to these Terms and Conditions.

Detailed terms and conditions

It is mandatory for the Customers to go through the detailed terms and conditions and the citizens charter which govern booking of tickets and travel in Udaan network which are displayed at Udaan website. Booking of ticket constitutes the acceptance of these terms and conditions with respect to travel in Udaan network.

Contact Udaan On

If at any point you need any assistance or special services, please feel free to contact our Customer Service Executive at 1800000000 (toll free) or 09999999999. Email:

feedback@udaan.in

Thank you for choosing Udaan as your preferred airline.

BEFORE THE CONSUMER DISPUTES REDRESSAL FORUM PUNE

Complaint No.111 / 2012

Avinash Devasthali

... Complainant

v/s

Shubh Yatra Travels and Ors

... Opposite Parties

Purshis on behalf of the Opposite Party No 2 is as follows:

As directed by this Hon'ble Forum, we are filing for convenience of the Forum an enlarged copy of the Terms and conditions appearing on Pune-Delhi ticket No 1ABCDE issued to the complainant.

Pune

Mumbai, 17 January 2013

S.J-dar

Santosh Jamdar

V ice-President (Consumer Affairs)

Udaan Airlines

Terms and conditions on Ticket No. 1ABCDE issued to the complainant.

Thank you for choosing Udaan!

Kindly confirm the status of your PNR within 24 hrs of booking, as at times the same may fail on account of payment failure, internet connectivity, booking engine or due to any other reason beyond our control. For Customers who book their flights well in advance of the scheduled departure date it is necessary that you re-confirm the departure time of your flight between 72 and 24 hours before the Scheduled Departure Time, by visiting our website at www.udaanairlines.com or calling our Call Centre at the contact numbers provided herein.

Extracts of Terms and Conditions

1. Check-In

- If you have booked tickets with your credit card, please carry a photocopy (both front and back) of your credit card while travelling
- If the booking has been made on someone else's credit card, please carry an authorisation letter from the credit card holder as well as a photocopy of that credit card (both front and back)
- While submitting the photocopy of the credit card, make sure you strike off the CVV number on it

Udaan reserves its right to cancel any booking without any notice to the passenger, in case of suspected fraud, where booking is done through credit card.

Check-in commences 2 hours prior to scheduled departure (180 minutes incase of Srinagar and Jammu airports). Passengers to report 60 minutes prior to scheduled departure time (90 minutes in case of Srinagar and Jammu airports).

Check-in counter closes strictly 40 minutes prior to the scheduled departure time. Boarding Gate closes 20 minutes prior to scheduled departure time. If you fail to show up at the check-in counter or the boarding gate before the closure time, you will be treated as “no show” passenger and fare paid will be forfeited.

Udaan reserves its right to refuse passage to any Customer who is under the influence of alcohol or drugs, violent or abusive, or where the Company or its duly authorised representatives / staff believe that it is necessary for the safety and comfort of other Customers or for the protection of the aircraft and / or other assets. Such passengers will be treated as ‘no show’ passengers and fare paid will be forfeited.

2. Baggage Screening

Check-in baggage would be screened through an X-ray machine before check-in which will be closed 30 minutes prior to departure of flight.

3. Changes to Bookings/Cancellation

Subject to availability and payment of all applicable amounts, changes can be made to your Booking as follows:

- i. Customer name changes are not permitted.
- ii. Changes to date or time can be made to your booking if Customer notifies Udaan at least 2 hours prior to the scheduled departure time by visiting Udaan website, Airport ticketing counter or calling Udaan Customer Call Centre. The onus for canceling the PNR

within the stipulated time rests with the passengers and if necessary should be done by visiting our Airport ticketing counter. For charges pertaining to rebookings/cancellations under special schemes please refer to our website www.udaan.in for more details.

iii. In case of cancellation of a booking made by a Udaan partner, refund has to be collected from that respective Udaan partner

4. Baggage Allowance

Checked Baggage allowance is 20Kg per Customer (no baggage allowance for infants) for Udaan Smart and Udaan Flexi; and 35kgs for Udaan Business; excess baggage is charged at Rs 100/Kg. Cabin Baggage allowance is 10Kg per Customer (no baggage allowance for infants). The maximum size of the cabin hand baggage cannot exceed 55 cm x 40 cm x 20 cm (20 x 14 x 9ins). Udaan assumes no responsibility or liability for delay in carriage of baggage by air. Please note that no hand baggage, other than laptop and digital camera; is permitted from Srinagar and Jammu Airports.

5. Snacks and Beverages

For passengers flying Udaan Business complimentary snacks/ beverages are offered. For other passengers, select range of snacks and beverages are available for consumption on board on chargeable basis.

6. Fares, taxes and surcharge

Fares are subject to change until purchase of ticket. This fare is non-refundable, except as provided in Udaan's Terms and Conditions of Carriage.

Taxes and Fees include the applicable passenger service fee, fuel surcharge and additional airport fee (UDF) on flights from certain airports.

In case of 'No-Show' or in case of cancellation of 'promotional fare tickets' only the applicable Passenger Service Fee shall be retained in a credit shell for a period of 6 months which the passenger may use for future travel.

7. Cancellation and rescheduling of flights

Udaan will endeavour to operate the flights as per schedule, however Udaan reserves its right to cancel, reschedule or delay the commencement or continuance of any flight or alter the stopping place or deviate from the route of the journey without thereby incurring any liability in terms of compensation, damages or loss whether direct, indirect, consequential or special or otherwise in any manner whatsoever. In case of any such cancellation or rescheduling of any flight due to any reason, Udaan does not provide any accommodation or compensation to the affected passengers.

Passengers on hopping/via flights are hereby informed that other than on medical grounds, they are not permitted to deplane at the stopover station. For details please refer to our 'Citizens Charter' on www.udaan.in

8. Service Tax

Service Tax input credit will be available only on one print of the PNR. Udaan is not responsible if the buyer of this service takes multiple credits by taking multiple Printouts.

Detailed terms and conditions

It is mandatory for the Customers to go through the detailed terms and conditions which govern booking of tickets and travel in Udaan network which are displayed at Udaan website

www.udaan.in. Booking of ticket constitutes the acceptance of these terms and conditions with respect to travel in Udaan network.

Contact Udaan On

Toll Free No. : If at any point you need any assistance or special services, please feel free to contact our Customer Service Executive at 18000000000 (toll free) or 09999999999. Email: feedback@udaan.in

Please confirm status of your Flight from our Call Centre (18000000000 or 09999999999), between 72 and 24 hours before the Scheduled Departure time to avoid any inconvenience in case of any change in the flight schedule

Thank you for selecting Udaan as your preferred choice of travel.