CAVEAT EMPTOR

Case of the fine print...

ISSUE Consumers should be alert to 'hidden' information to safeguard their interests

Though we have dwelt upon the subject of 'hidden and/or misleading information' and 'fine print' in the past, I am compelled to touch upon it once again as we continue to get complaints time and again where consumers are taken for a ride.

A recent decision by the National Commission also highlights the prevalence of this. In this case, the complainants, Bhaskaran and his wife, purchased return journey air tickets to the U.S. from an airline company's travel agent and paid a sum of Rs.1,60,160 for it. The tickets were valid for six months. While the return journey was kept open, the complainants undertook the onward journey in August, as was stated in the air tickets.

While in the U.S., Bhaskaran fell ill and, therefore, the couple decided to return to India. They approached the airline company in the US, requesting them to confirm their return trip for the last week of November.

However, this was declined on the ground that seats were not available till January. Unable to wait until then, as winter would be at its peak, the complainants, left with no other alternative, were compelled to travel by another airline, paying a huge amount for the tickets.

On their return, they contacted the travel agent who told them that refund of the unused part could be admissible on medical grounds subject to a deduction of Rs.4,000. However, the claim was rejected by the airline company. Their contention was that the tickets were offered on a discount under their 'Excursion Fare Scheme,' which was covered by certain terms and conditions, Under those terms, the complainants were not entitled to any refund. Left with little option, the couple filed a complaint in the District Forum.

Refund payment

The Forum, after due consideration of the documents and evidence produced by the parties, held the airlines liable and ordered them to refund Rs.80,080, with a cost of Rs.1,000. This was confirmed by the State Commission in the appeal filed by the airlines. Subsequently, the airline company preferred an appeal before the National Commission.

The counsel for the company argued that though there was no specific endorsement on the tickets, there were code-words that indicated that it was issued under a special scheme and that the terms and conditions were explained to the passengers at the time of booking.

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This was denied by the complainants and the National Commission observed that the airline company failed to reveal on the tickets or by means of any leaflet that they were issuing the tickets under a particular scheme and that no refund was allowed under the said offer. The air ticket, being the document of contract between the passenger and the airlines, should contain the specific terms and conditions. The Commission also mentioned about its numerous earlier decisions, where it was held that fine prints on the jacket of the tickets makes it more often impossible for a consumer to read and make sense of them.

The Commission came down heavily on the airline company stating that using of code words and expecting passengers to imagine the limitations themselves was totally anti-consumer and thus, upheld the decision of the State Commission.

The above instance is just another proof to the fact that consumers are constantly exploited by the big businesses and unless we remain alert and aware, we are likely to end up in a difficult situation.

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