

Airlines – Deficiency of service – ‘Gate No Show’ – Conditions of Carriage – [Contract](#) relating to travel plan of the passengers upon issue of the boarding passes at the airport check-in counters, was accomplished after ‘Gate No Show’ and resultantly closure of the boarding gate – Hold that the deficiency in service must be ascribed only in respect of the stated contractual obligations of the parties – Follow-up event of not accommodating the respondents in the next available flight until payment of air-tickets would be of no avail, in the context of the contractual obligations of both the parties in terms of the CoC – The airline at best were liable only to refund the Government and airport fees and/or taxes (if applicable) and not liable for any loss caused to the passenger(s) – Had it been a case of ‘denied boarding’, the obligation of the Airline would have been somewhat different including to accommodate the passengers without insisting for air-ticket charges for the next flight available for reaching the desired destination – Therefore, in case of ‘Gate No Show’, not acceding to the request of the respondents until they paid air charges for the next flight, may or may not be a case of tortuous claim which, however, can be proceeded before any other forum but not consumer fora – Consumer Protection Act, 1986 (68 of 1986). **#2020 SCeJ 419**