



CONSUMER

# Concealment of Free Seats Amounts to Unfair Trade Practice: Maharashtra Commission Finds Emirates Airlines Deficient in Service

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## Introduction

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The Maharashtra State Consumer Disputes Redressal Commission, Mumbai, in a significant ruling has held **Emirates Airlines** liable for **deficiency in service and unfair trade practice** for misleading passengers into paying seat selection charges despite the availability of free adjacent seats.

In the case titled Emirates Airlines v. Dr. Keshab Nandy & Anr.[1], the Commission upheld the order of the South Mumbai District Consumer Forum, directing the airline to refund ₹7,200 with interest, along with compensation for mental agony.

The ruling is particularly notable for its reference to “dark patterns” a term used to describe deceptive online design practices that manipulate consumer choice marking one of the early judicial recognitions of this concept in India’s consumer jurisprudence. The decision reinforces the growing judicial emphasis on transparency, informed consent, and fairness in digital consumer interactions, especially within the airline and service industries.

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## Background of the Case

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The complainants, Dr. Keshab Nandy and Mrs. Meenu Pandey, had booked Emirates flight tickets from Mumbai to New York (via Dubai) to attend a family gathering in August 2017. Dr. Nandy, being diabetic and a hypertension patient, required his wife’s assistance during the long-haul flight. To ensure they sat together, the couple opted to pre-book adjacent seats online by paying an additional ₹7,200.

Upon reaching the airport, they discovered that **free adjacent seats were still available**, and several passengers had availed of them without paying extra. Feeling deceived, the couple alleged that the airline had misguided them into believing that seat selection would only be possible through paid pre-booking, thus amounting to deficiency in service and unfair trade practice under the Consumer Protection Act, 1986.

The **South Mumbai District Consumer Forum**[2] found merit in their claim and directed Emirates Airlines to:

- Refund ₹7,200 with 6% interest from 05.10.2017 (the date of repudiation) till payment,
- Pay ₹5,000 as compensation for mental agony, and
- Pay ₹3,000 towards litigation costs.

Emirates Airlines challenged this order in appeal before the State Commission.

## Arguments Before the Commission

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**Airline’s Stand:** Emirates contended that the complainants voluntarily opted for paid seat selection through its online web check-in system. It argued that pre-booking seats is an optional facility, not a compulsory service, and that passengers are clearly informed that seat selection fees are non-refundable. The airline maintained that had the complainants waited until 48 hours before departure, they could have availed of free seat selection. Hence, there was no compulsion, coercion, or misleading representation.

**Complainants’ Contention:** The complainants argued that they were not informed about the availability of free adjacent seats, and that Emirates’ online interface nudged them toward paid seat selection by creating the impression that free seats were scarce. They contended this omission of critical information amounted to misrepresentation and lack of transparency, forcing them to make an unnecessary payment.

## Commission’s Findings

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The State Commission upheld the findings of the District Forum, observing that:

- Emirates Airlines failed to inform passengers about the availability of free seats, keeping them in the dark about their options.
- Although pre-booking seats is optional, the airline's conduct impliedly compelled the complainants to purchase paid seats to avoid inconvenience, particularly given Dr. Nandy's health condition.
- The airline's actions amounted to a **deficiency in service** and an **unfair trade practice**.

The Commission emphasized the following key points:

1. **Failure to Disclose Material Information:** Emirates Airlines failed to clearly inform the complainants about the availability of free seat selection 48 hours prior to departure, thereby depriving them of an informed choice. The omission amounted to a violation of the consumers' right to information and transparency.
2. **Implied Coercion to Pay for Seats:** Though the airline claimed that pre-booking was voluntary, the circumstances showed that the complainants were practically compelled to purchase paid seats to ensure they sat together. This amounted to an unfair trade practice under the Consumer Protection Act, 1986.
3. **Reference to Dark Patterns:** The Commission drew parallels between the airline's conduct and "dark patterns", as defined under the 2023 Guidelines for Prevention and Regulation of Dark Patterns issued by the Ministry of Consumer Affairs. These refer to manipulative online design techniques that mislead users into making unintended choices. While the guidelines were issued after the events of the case, the Commission found Emirates' actions to fit the very definition of a dark pattern, as they impaired consumer autonomy and decision-making.
4. **Deficiency in Service and Consumer Harassment:** By withholding crucial information, Emirates caused unnecessary expenditure and mental distress to the complainants. The Commission held that the airline's failure to act transparently constituted a clear deficiency in service and a breach of consumer rights.

## Ruling and Order

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The State Commission dismissed Emirates Airlines' appeal, affirming the District Forum's order in full. It held that:

- The complainants were entitled to refund of the ₹7,200 paid for seat selection.
- The compensation and costs awarded by the District Forum were just and reasonable.
- The airline's conduct represented both unfair trade practice and deficiency in service, violating the consumer's right to information.

The Commission concluded that Emirates' behaviour "kept the complainants unaware of the required information" and caused "trauma and mental agony" by compelling them to make an unnecessary payment.

## Author's View

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The Commission's ruling is a progressive affirmation of consumer rights in the digital era. By linking Emirates Airlines' conduct to "dark patterns", the decision expands the scope of unfair trade practices to include manipulative online design and omission of key information.

The case highlights the judiciary's commitment to protecting consumer autonomy and ensuring that transparency and fairness remain central to all business-consumer interactions, online or offline. It also signals to airlines and digital service providers that concealing or manipulating choices will attract liability for unfair trade practice under the Consumer Protection Act.

For more details, write to us at: [contact@indialaw.in](mailto:contact@indialaw.in)

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[1] Appeal No. A/2021/15 (Arisen out of Order dated 26/10/2020 passed by the South Mumbai District Consumer Disputes Redressal Forum, Parel in CC/07/2018)

[2] CC/07/2018

## Related Practice Areas

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Data Protection and Privacy