

**DECISION OF THE BOARD OF DIRECTORS**

**ON THE CONSUMER COMPLAINT**

**BETWEEN**

**MANENO HASSAN LUGENDO ..... COMPLAINANT**

**AND**

**ETHIOPIAN AIRLINES ..... RESPONDENT**

**DECISION NO. 2 OF 2021**

On 17 December 2020 the Authority received a complaint from one Maneno Hassan Lugendo who was the complainant against Ethiopian Airlines (ET), who was the respondent. The complaint was about denied boarding while on transit to Doha, Qatar from Addis Ababa, Ethiopia using Ethiopian Airlines (ET).

As required by the Civil Aviation Act, Cap. 80 R.E. 2020, the Consumer Complaints Handling Unit (CCU), which is established under S. 59(7) of the Act, investigated the matter as per S. 59(8) of the Act. The CCU's attempt to resolve this matter amicably pursuant to S. 59(8) of the Act was not successful and so, subsequently, the CCU presented a report to the Committee of the Board on 12<sup>th</sup> April 2021.

The Committee received and considered the complaint and conducted hearing before the final position was realised for the Board to make Decision.

The following observations emerged during the hearing:-

**i. Whether the respondent is liable for the three times they denied boarding to the complainant:**

The Committee observed that, there is no breach of contract for the first and third denial to board because the complainant did not have the valid travel documents which were required as per clause 10 of the ET Conditions for carriage. Based on that the Committee found the respondent not liable for compensation for the first and third denial boarding.

However, there is a breach of contract for the second denial to board due to lack of the mobile application as provided for in the Qatar Travel and Return Policy. The policy

provides that *“Travelers returning to the State of Qatar must download and activate the Ehteraz app on their mobiles upon arrival at Hamad International Airport”*. This policy states clearly that the complainant was required to have the mobile app **“upon arrival”** and not in transit. The complainant’s destination was Doha and not Addis Ababa.

Further, Circular No. 13 also states that *“all airlines must adhere to the government statement contents and abide with the instructions for acceptance of passengers arriving to Hamad International Airport on board their flights, as published by the government communications office, which clarifies procedures, and categories of countries as per the risk factor, putting in consideration that **all arriving passengers have to install “EHTERAZ” application on their cell phones**”*. This statement shows clearly that the complainant was required to have the mobile app when he had arrived at Hamad International Airport and not Addis Ababa.

Therefore, the complainant was required to have the app downloaded on his mobile at his destination which is Doha. Based on that the Committee found the respondent liable for compensation of a return ticket; refund for the Covid-19 test; and a hotel booking.

**ii. If the respondent is liable, to what extent should the complainant be compensated?**

Pursuant to section 73 (1) of the Law of Contract Act, Cap 345 states that *“when a contract has been broken, the party who suffers by such breach is entitled to receive, from the party who has broken the contract, compensation for any loss or damage caused to him thereby, which naturally arose in the usual course of things from such breach, or which the parties knew, when they made the contract, to be likely to result from the breach of it”*.

The Committee, having heard all the parties and taking into consideration the observations that emerged, found that the respondent was liable for the second denial. The Committee satisfied itself that the application was to be download at Doha and not Addis Ababa. As a result, the Committee recommends full compensation for the second breach of contract as required by the law.

The Complainant requested for:

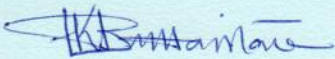
- a) a refund of USD 195 for the hotel booking of the first trip;
- b) USD 958 for the second hotel booking;
- c) cost of Tsh. 80,000 for conducting the COVID-19 test which was done twice,
- d) air ticket costs amounting to USD 1,234;

- e) accumulation of payment from 25 September 2020 for his work which he is normally paid USD 45 per day; and
- f) general damages of USD 15,000 for the disturbance and aggravating damages caused by ET.

The TCAA Board of Directors, having met on 3<sup>rd</sup> June 2021 and read the report and recommendations by the Committee, decided that the Complainant be compensated as hereunder:

- i. Return ticket which is USD 1,024.70.
- ii. covid-19 test which is Tshs. 80,000; and
- iii. refund for the hotel reservation which is USD 1,153.

If not satisfied by the Decision, either party may appeal to the Fair Competition Tribunal.

A handwritten signature in blue ink, appearing to read 'Prof. Longinus Rutasitara'.

Prof. Longinus Rutasitara  
Chairman of the Board of Directors  
TCAA

*Encl: Proceedings of the Complaint*