

**Case No. 21 (OMB) of 2025.**

**Sub:** Request for refund- Indian Vs South Africa Test Match Ticket (18th November, 2025)

**Present:**

**For CAB**

Mr. Samrat Sen, Senior Advocate.

**For complainant**

None appears.

**Order No.2 dated 3<sup>rd</sup> January, 2026.**

Mr. Sayak Basak, claimed that, he booked his ticket through the District APP with the expectation of attending a full five-day Test Match. He contended that, the match concluded within just three days and as a result he could not enjoy the said match for the remaining two days of the Test Match. Accordingly, he submitted an application before the undersigned, requesting for refund of the full ticket amount. He challenged the justifiability of the refund policy introduced by CAB as according to him, the spectators who were unable to attend the entire Test Match due to premature ending of the Match, should receive back their money.

None appears to represent Mr. Basak at the time when his above complaint was taken up for hearing. Even on the previous day when the hearing of the said complaint was fixed, Mr. Basak remained absent. On both the occasions, when he was contacted by the dealing clerk appointed by the Ombudsman over his mobile phone he replied that, it would not be possible for him to attend the hearing.

Under such circumstances the merit of the said complaint submitted by Mr. Basak is considered by the undersigned in the absence of Mr. Basak. Mr. Basak purchased the ticket containing various terms & conditions out of which Term No. 18 and 19 which are relevant for the present purpose are set out hereunder:-

*18. Refunds will only be made if the Match is cancelled without a single ball being bowled.*

*19. No Refunds will be issued if a match concludes earlier than the scheduled 5-day period as per the ticket Refund Policy. There is no obligation on the Organizer to reschedule the Match.*

Since the Match was played till its conclusion, prayer of Mr. Basak for refund of the entire ticket price cannot be allowed in view of the Ticket Refund Policy as indicated in term Nos. 18 and 19 above printed on the ticket overleaf. Mr. Basak is not entitled to get refund of any amount towards the ticket price as he enjoyed the match till its conclusion as per the Ticket Refund Policy.

Justifiability of such terms, introduced by CAB regarding Ticket Refund Policy, cannot be challenged by Mr. Basak as admittedly he purchased the said ticket with the conditions printed overleaf of the ticket. Once he purchased the said ticket with the aforesaid terms and conditions, the parties are bound by the aforesaid contractual terms which cannot be challenged by the party after he felt aggrieved because of early conclusion of the match.

Accordingly, the undersigned holds that, the complaint made by Mr. Basak is devoid of any merit for consideration. The complaint is thus disposed of.

CAB is directed to communicate this order to all concerned, at the earliest.

*Jyotirmay Bhattacharya*

**Justice Jyotirmay Bhattacharya**  
**Former Chief Justice, High Court at Calcutta,**  
**Presently Ombudsman, Cricket Association of Bengal.**