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IS A MATCH TICKET A CONTRACT OR A MERE LICENCE? SPECTATOR REFUND RIGHTS IN INDIA AFTER ABANDONED OR CANCELLED MATCHES

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Abstract

Every season, rain or mist concludes a night at an Indian stadium, leading thousands of ticket holders to question if they should receive a refund. Organisers respond variably: a complete refund, partial, or none, largely determined by the ticket's fine print. This piece inquires into what the law stipulates when the fine print is either ambiguous or unjust. It starts with the traditional common-law inquiry of whether a match ticket constitutes a contract or just a licence, and contends that the inquiry is incorrectly posed. According to the Indian Easements Act of 1882, a ticket serves as a licence; under the Indian Contract Act of 1872, it is additionally deemed a contract for consideration. The two descriptions function together. Section 62(f) of the Easements Act considers a licence as nullified when its objective is no longer feasible, section 64 safeguards a paying licensee who loses enjoyment without any wrongdoing, and sections 56 and 65 of the Contract Act mandate the refund of money paid for a service that did not occur. The article evaluates this assertion in light of recent Indian occurrences, such as the fog-affected Lucknow T20 international in December 2025, the cancelled Bengaluru Indian Premier League game in May 2025, and the Kolkata Messi event in December 2025, alongside the Consumer Protection Act, 2019. It has three main contributions. It combines the licence, contract, and consumer law aspects, which are typically addressed independently. It indicates that terms denying any refund after minimal play, or granting refunds at the organiser's discretion, can be contested as unfair contract provisions. It suggests a structured, performance-driven refund system that associations, franchises, and regulators can implement using model ticket terms, without needing new laws.

Keywords: Match ticket; contractual licence; Indian Easements Act, 1882; frustration; Consumer Protection Act, 2019; spectator refunds.

I. Introduction

On the evening of 17 May 2025, the spectators at the M. Chinnaswamy Stadium in Bengaluru put up with continuous rain before the Indian Premier League game played between Royal Challengers Bengaluru and Kolkata Knight Riders was called off without a single ball being bowled. The franchise arranged for a full refund the following day.¹ Seven months later, the fourth T20 international match between India and South Africa in Lucknow was also abandoned due to fog. The Board of Control for Cricket in India (BCCI) stated that refunds were the responsibility of the host state association, since it holds the rights to host the event and carries out the ticketing,² and the association declared that online buyers would receive their money back with only service charges deducted.³ Four days prior to the cancellation in Lucknow, a football event in Kolkata had been stopped after approximately twenty minutes, spectators throwing chairs and bottles and the organiser being arrested that same day.⁴ The officials ordered a refund within a few days, but it wasn't until August 2026 that the state announced it would start refunding around 33,000 spectators.⁵

Such incidents are generally presented as examples relating to the weather, crowd control or event management. They are also cases concerning the law, since each one poses the same question: precisely what did the spectator purchase? In the case where the ticket is nothing more than a licence to enter the stadium, the person who is sent home because of rain has lost nothing that the law regards as protected. The person who granted the licence had let him in, and nothing that took place on the field had been promised. If, on the other hand, the ticket is a contract for a match, then the failure of the match is the failure of the very thing for which money was paid, and the money should in principle be refunded. The title of this article is therefore asking which of these two views is correct.

The situation is practical since almost all Indian refund policies are based on the terms printed

¹ IANS, *IPL 2025: RCB Announce Ticket Refunds After Match Against KKR Washed Out*, MORUNG EXPRESS (May 18, 2025), <https://mail.morungexpress.com/ipl-2025-rcb-announce-ticket-refunds-after-match-against-krk-washed-out> (last visited Oct. 10, 2026).

² IANS, *Ticket Refunds Are the Responsibility of the State Association (UPCA): BCCI*, SENTINEL (Dec. 18, 2025), <https://www.sentinelassam.com/sports-news/ticket-refunds-are-the-responsibility-of-the-state-association-upca-bcci> (last visited Oct. 10, 2026).

³ IANS, *After Lucknow T20I Abandonment, UPCA to Begin Ticket Refund Process from Friday*, IANS LIVE (Dec. 18, 2025), <https://ianslive.in/after-lucknow-t20i-abandonment-upca-to-begin-ticket-refund-process-from-friday--2025121816075> 4 (last visited Oct. 10, 2026).

⁴ IANS, *Messi Event Chaos in Kolkata: Principal Organiser Arrested*, MORUNG EXPRESS (Dec. 13, 2025), <https://mail.morungexpress.com/messi-event-chaos-in-kolkata-principal-organiser-arrested> (last visited Oct. 10, 2026).

⁵ The Bridge Desk, *Football: CM Suwendu Adhikari Assures Refunds for Fans After Messi's Kolkata Visit Fiasco*, THE BRIDGE (Aug. 30, 2026), <https://thebridge.in/sports-market/kolkata-messi-visit-cm-adhikari-assures-refund-57415> (last visited Oct. 10, 2026).

on the ticket or shown on the booking website, and these terms vary from one host to another. As has been reported, the BCCI's policy permits a refund, less a fee, only in the case of a match being cancelled or abandoned before any ball has been bowled;⁶ a franchise might be more generous, as in the case of the Royal Challengers Bengaluru. An association might make a gesture, as the Karnataka State Cricket Association did in 2022 by returning half the price after rain had caused a match to end.⁷ In contrast, the Pakistan Cricket Board's published policy says that no refund is given once the toss has taken place.⁸ When the terms are silent or their fairness is questionable, the spectator has to rely on general law; that law is spread throughout the Indian Easements Act, 1882, the Indian Contract Act, 1872 and the Consumer Protection Act, 2019. To the author's knowledge, no Indian court has combined the three acts to apply them to a sports ticket.

The article presents three arguments. The first is that the question of whether a match ticket is a contract or a licence is a misconception; it is in fact a contractual licence, the licence part determining whether the holder can resist having the ticket taken away and the contract part deciding what the holder is entitled to claim. The second point is that when the two aspects are considered together, Indian law provides a consistent means of obtaining a refund, since section 62(f) and section 64 of the Easements Act as well as sections 56 and 65 of the Contract Act all support this view. The third argument is that the Consumer Protection Act, 2019 offers a proper forum and a standard of fairness for this route and allows unfair contract terms—such as those which return nothing after minimal play or which leave the decision on refunds to the discretion of the organiser—to be challenged. The article ends by proposing a tiered refund framework which can be incorporated into model ticket terms. Part II looks at the common-law position. Part III deals with the Indian statutes. Part IV considers the various ways in which a match can fail and tests the analysis against recent practice. Part V addresses consumer law, Part VI gives a short comparative perspective, Part VII sets out the proposal, and Part VIII concludes.

II. The Ticket at Common Law

The English cases start with an old issue involving a person who has paid for entry being turned away or expelled and then taking legal action. In *Wood v. Leadbitter*, a ticket-holder at a racecourse was told to leave the premises. The Court of Exchequer regarded the ticket as a

⁶ *Supra* note 2.

⁷ *Fans to Receive 50% Refund After Rain Affects India vs South Africa T20I*, THE TICKETING BUSINESS (June 20, 2022), <https://www.theticketingbusiness.com/?p=78205> (last visited Oct. 10, 2026).

⁸ Pak. Cricket Bd., *Ticket Refund Policy* cl. 2, <https://www.pcb.com.pk/downloads/PCB%20Ticket%20Refund%20Policy-Final.pdf> (last visited Oct. 10, 2026).

licence, which the owner had the right to revoke, and ruled that a licence not linked to a grant of an interest in land does not have such binding effect on the land. Any claim by the ticket-holder, if he had one, should be based on a breach of contract rather than on trespass for the act of being removed.⁹ The Supreme Court of the United States arrived at the same conclusion in *Marrone v. Washington Jockey Club*. Justice Holmes agreed that purchasing a ticket does create a contract, but noted that a contract only binds the party who enters into it and does not create an interest in the property involved unless it also functions as a conveyance, something which a ticket does not. The holder's available course of action was to bring a claim for breach of contract.¹⁰

In *Hurst v. Picture Theatres Ltd.* the law developed further in the case of a cinema customer who had paid for his seat and was removed by a manager who mistakenly thought that he had not done so. The Court of Appeal ruled that the ticket gave rise to a licence together with a contractual right to stay for the performance, and therefore the person who had granted the licence could not simply cancel it; the customer was awarded damages for the act of assault.¹¹ The concept that arose — the contractual licence — is important for the points that follow. It shows that a ticket has two functions at the same time: as a licence it makes what would otherwise be a trespass legally permissible; and as a contract it includes the promises which the parties made to one another and the remedies available if those promises are broken.

There are two points to consider in relation to refunds. The first is that the term 'mere licence' does not prevent a refund claim; it only changes the nature of the claim. As *Marrone* itself indicates, the holder's right is to sue on the contract for breach, which is the language of monetary remedies and not of their absence.¹² The second point is that the description in terms of a licence says nothing about what was promised. A licence to enter a stadium is merely a permission. The opportunity to watch a specific match on a particular day, which is what the spectator obtained in exchange for the price, is a matter of contract, and it is precisely on this promise that the issue of a refund depends.

Another area of common law relates to notice. A term which is printed on a ticket or shown on a platform only becomes binding on the buyer if it had been reasonably brought to his attention at the time of entering into the contract. The cases most often referred to in support of this principle, *Parker v. South Eastern Railway Co.*, *Olley v. Marlborough Court Ltd.* and *Thornton v. Shoe Lane Parking Ltd.*, were reviewed by the Supreme Court of India in *K.C. Cinema v.*

⁹ *Wood v. Leadbitter*, 13 M. & W. 838, 844–45, 153 Eng. Rep. 351 (Exch. 1845).

¹⁰ *Marrone v. Wash. Jockey Club*, 227 U.S. 633, 635–36 (1913).

¹¹ *Hurst v. Picture Theatres Ltd.*, [1915] 1 K.B. 1, 6–7 (C.A.) (Eng.).

¹² *Marrone*, 227 U.S. at 635–36.

State of Jammu and Kashmir, even though the Court decided the case for other reasons.¹³ It is important because refund conditions are generally printed in small type or located on a page that appears only after payment has been made. A spectator who first discovers the 'no refund after the toss' rule when the match has been abandoned can reasonably claim that the rule never formed part of the agreement. The Supreme Court itself pointed out that if a cinema-goer only finds out about a term when it is enforced and then asks for a refund on that ground, he should bring a legal action.¹⁴

The Indian courts have never had to decide whether a ticket constitutes a contract or a licence, yet the way the Supreme Court phrased things here suggests the view set out in this argument. In the case of *K.C. Cinema* the Court said that buying a ticket was a transaction which gave the buyer the right to see the film he had selected, and it stated that theatre owners reserved the right of admission.¹⁵ The first of these descriptions refers to a bargain relating to a performance, while the second uses the language of a licence. The Court did not regard the two as opposing interpretations, and we should not either. It should also be noted that the case was decided on the limits of writ jurisdiction under Article 226, so the Court's comments regarding tickets are merely persuasive and not binding authority when it comes to refunds, a point which should be borne in mind throughout this article.

III. The Indian Statutory Position

A. The Ticket as a Licence under the Easements Act

Indian law provides a statutory definition of a licence. According to section 52 of the Indian Easements Act of 1882, if a person grants another the right to do, or to continue doing, something on the grantor's immovable property which would otherwise be unlawful and the right in question is neither an easement nor an interest in the property, then that right is known as a licence.¹⁶ A match ticket is a suitable example; the stadium is immovable property, entry into it without permission would constitute a trespass, and the ticket gives permission without conferring any interest in the ground. The Supreme Court's view in *K.C. Cinema* that a cinema hall is the private property of its owner, who may prescribe conditions for entry that are not contrary to the public interest, safety and welfare, is based on the same principle.¹⁷

The rules concerning revocation in the Act are revealing. Generally, a licence can be revoked

¹³ *K.C. Cinema v. State of Jammu & Kashmir*, Civ. Appeal No. 77 of 2023, paras.9–15 (India Jan. 3, 2023).

¹⁴ *Id.* para.18.

¹⁵ *Id.* paras.26–27.

¹⁶ Indian Easements Act, 1882, No. 5 of 1882, § 52 (India).

¹⁷ *K.C. Cinema*, paras.23, 27.

by the person who granted it, but this is not the case when the licence is linked to the transfer of property which is in force, or when the licensee has acted upon it by carrying out a work of a permanent nature and by incurring costs.¹⁸ Neither of these exceptions applies to a ticket, and so a spectator cannot make use of the licence to demand that they be admitted after the licensor has properly cancelled the event. The Act does, however, contain something more helpful. It states in section 62(f) that a licence is regarded as revoked if it was given for a particular purpose and that purpose has been achieved, abandoned or has become impracticable.¹⁹ A ticket is a good example of a licence given for a specific purpose, that of watching a particular match. If the match becomes impracticable because of rain, fog or disorder, the licence is automatically terminated by law. The holder is then entitled, under section 63, to a reasonable amount of time to leave the property, which is the usual situation where spectators file out under the stands of a ground that has been washed out.²⁰

Section 64 is most concerned with money. It states that if a licence has been granted for consideration and the licensee, having done so without any fault of his own, is removed by the grantor before having fully enjoyed the right for which he agreed to pay, he is entitled to claim compensation from the grantor.²¹ However, the section is not a perfect match and it would be wrong to pretend that it is. It refers to 'eviction' by the grantor and rain does not count as an eviction. There are three possible responses. First, in the cases that are most important, the end of the spectator's enjoyment is a result of the grantor's own decision: the host association cancels the match, or, as in the case of Kolkata, the organiser's failure to manage the ground brings the event to an end. A licensee who is sent home by the licensor's decision before having enjoyed what he paid for can at least be argued to have been evicted. Second, even if section 64 does not directly apply, it does reflect the legislative intention that a licensee who has paid for a licence and who is deprived of the enjoyment through no fault of his own should not have to suffer the loss. Third, the Act acknowledges in section 62(f) that a licence may terminate due to impracticability without anyone's fault, and it leaves the financial consequences of such a termination to the general law of contract.

Section 64 also establishes a limit, since it only applies in cases where the licence was obtained in return for consideration. A person who has been given a complimentary ticket has not made any payment and therefore cannot claim anything; this is in line with the usual practice of not

¹⁸ Indian Easements Act § 60.

¹⁹ *Id.* § 62(f).

²⁰ *Id.* § 63.

²¹ *Id.* § 64.

providing refunds for complimentary tickets, as Royal Challengers Bengaluru did.²² The boundary is reasonable. However, in instances where tickets are given to sponsors or guests as part of a commercial arrangement, the consideration might have passed through an alternative channel, and the exclusion should not be applied in such cases unless it is clarified who in fact made the payment.

B. The Ticket as a Contract under the Contract Act

The sale of a ticket fulfils the conditions required by a contract: there is an offer made by the organiser to admit the public to a particular match on the specified terms, acceptance achieved by purchasing the ticket, lawful consideration in the form of the price, and free consent.²³ The real issue lies in the nature of the promise. It is sometimes claimed by the organisers that they only promise to open the gates and that the weather is the spectator's responsibility. However, the objective view is that someone who pays for a ticket to a specific match on a specific date in a particular stand acquires access to that match. The date, the match and the seat are precisely what the price is for, and the stadium is merely the site where the match takes place. This is the reason why the refund announcements examined in Part IV refer to the match being abandoned or cancelled rather than to the gates being closed.

There are three objections which require a response. The first of these is that the wording on the ticket—frequently stating that the event is ‘subject to the rules of the sport’ or that the organiser ‘reserves the right to alter the programme’—means that the promise made is one of opportunity rather than one of performance. It is true that this applies in some cases, but such wording must be interpreted in the light of the principal purpose of the contract and, where it is unclear, must be understood in favour of the buyer who did not draw it up. The second objection is that weather constitutes a known risk and a customer who books a match to be held outdoors is accepting that risk. Knowing about a risk does not mean agreeing to bear its financial consequences, and the fact that so many organisers make refunds following a cancellation due to bad weather shows that the market does not regard the risk as being the buyer's. The third objection is that the organiser has also suffered a loss since payments have been made for stewards, the broadcasting arrangements and the stadium charges. That is correct, but it is a reason for apportioning the cost, via insurance and fee arrangements, to the party who is in a position to price it. It is not a reason for retaining the full price from the party who obtained nothing.

²² *Supra* note 1.

²³ Indian Contract Act, 1872, No. 9 of 1872, §§ 2(h), 10 (India).

Since the match is the basis of the agreement, its abandonment engages section 56. The second paragraph of that section states that a contract to perform an act which, after the contract has been made, becomes impossible or unlawful because of an event which the promisor could not have prevented, is rendered void when the act in question becomes impossible or unlawful.²⁴ In the case of *Satyabrata Ghose v. Mugneeram Bangur & Co.* the Supreme Court ruled that the term 'impossible' in this section does not refer to physical or literal impossibility and that the doctrine of frustration is part of section 56 and not an English rule to be applied in cases where the section is silent.²⁵ A match which cannot take place due to rain or fog is not impossible in the sense that the stadium has disappeared, but rather the object of the contract has become unattainable on the day on which it was sold. That is the kind of frustration that *Satyabrata Ghose* has in mind. The typical example from English law is *Krell v. Henry*, in which a room hired to view a coronation procession lost its purpose when the procession was cancelled.²⁶ An abandoned match is more similar to the cancelled procession than to most cases of frustration, since the purpose of the contract is the event itself.

Two qualifications are necessary. Section 56 operates where the contract does not itself allocate the risk; if the ticket terms refer to abandonment, then those terms should be taken as the starting point, provided that the fairness safeguards outlined in Part V are taken into account. Moreover, fault alters the situation: in cases where the failure is the organiser's—for example, if the ground is over-sold or if there is inadequate crowd control—the situation is not one of frustration at all but one of breach, and the spectator may claim compensation under section 73 in addition to the price.²⁷

Section 65 provides for the consequence of voidness. Where a person has obtained an advantage as a result of a contract which becomes void, he is obliged to restore that advantage or to make compensation for it to the person from whom it was received.²⁸ In this case the advantage received by the organiser is the price, while the spectator has received nothing in return; the claim is therefore for the full amount of restitution. This situation is the Indian equivalent of the English rule that money paid for a consideration which has entirely failed may be recovered,²⁹ and of the English statute which at a later stage dealt with frustrated contracts and allowed the court to permit the payee to retain a sum for expenses already

²⁴ *Id.* § 56.

²⁵ *Satyabrata Ghose v. Mugneeram Bangur & Co.*, A.I.R. 1954 S.C. 44, paras.9, 16 (India).

²⁶ *Krell v. Henry*, [1903] 2 K.B. 740, 749–52 (C.A.) (Eng.).

²⁷ Indian Contract Act § 73.

²⁸ *Id.* § 65.

²⁹ *Fibrosa Spolka Akcyjna v. Fairbairn Lawson Combe Barbour Ltd.*, [1943] A.C. 32, 48 (H.L.) (appeal taken from Eng.).

incurred.³⁰ Section 65, however, makes no explicit provision for such a deduction; any amount that the organiser may keep must therefore be justified on the ground that a separate service was performed for which a separate fee was charged, a point which is considered in Part V.

The way in which the Supreme Court dealt with airfares during the 2020 lockdown is an example of the same approach. In the case of *Pravasi Legal Cell v. Union of India* the Court agreed to a scheme whereby passengers who had booked tickets and then cancelled their travel during the lockdown were given a full refund, while other passengers were provided with a credit entitlement valid until 31 March 2021 and only refundable if it had not been used.³¹ The scheme was based on the statutory requirements for aviation and not on section 65. Nevertheless, it regards a refund as the standard option and a credit as a limited form of concession, a point that is pertinent to the credit-voucher offers which event organisers sometimes make instead of cash.

C. The Difficult Case: A Match That Begins but Does Not End

The most difficult situation is that which starts but never concludes. In this case the spectator has got part of what was promised and neither a complete failure to give consideration nor section 65 applies as neatly. There are three ways of dealing with it. The first regards the contract as a whole and therefore, since play has already begun, the performance has at least been commenced and the price cannot be recovered unless there is an explicit term; this is in line with the logic of a 'no refund after the toss' clause. The second method considers the performance as divisible according to the amount of play and gives a proportional refund. The third involves deciding whether what was actually delivered was substantially the same as what had been promised. In cricket, a match that does not reach the minimum amount of play necessary to produce a result is, in the sport's own terminology, a no result, which supports the idea that the spectator received materially less than the thing purchased. The proportional approach has the strongest basis in section 65, since the term 'advantage' in that section suggests that a measure should be taken of what was in fact obtained. Moreover, it is in effect the approach taken by the Karnataka State Cricket Association when it refunded half the ticket price after a few overs had been played.³²

Postponement is a different situation and must not be confused with abandonment. A match which is rescheduled to a new date is not automatically frustrated, since the contract might still

³⁰ Law Reform (Frustrated Contracts) Act 1943, 6 & 7 Geo. 6 c. 40, § 1(2) (UK).

³¹ *Pravasi Legal Cell v. Union of India*, [2020] 12 S.C.R. 102 (India).

³² *Supra* note 7.

be capable of being performed on that new date. Spectators who are able to attend should usually have to take the new date, while those who cannot do so have a reasonable basis for saying that a substantial change in the date constitutes a failure to carry out what was promised and thus are entitled to get their money back. When organisers in such a case provide only a credit voucher, they are in effect turning a claim for restitution into a future obligation, something which the *Pravasi Legal Cell* scheme allowed only in limited circumstances and only as an option for the passenger.

IV. When the Match Fails: Categories and Indian Practice

Failures can be divided into three categories, and recent practice in India illustrates the different ways in which each type has been dealt with.

A. No Play

The case that caused the least disagreement was that of a match which was abandoned before it started. At Bengaluru in May 2025, the franchise stated that all people who had valid tickets should receive a full refund; digital buyers were to be paid within ten working days into the account from which they had originally paid, ticket holders who had physical tickets were required to hand them in, and those who had complimentary tickets were not to be refunded.³³ In 2019, the Himachal Pradesh Cricket Association and its ticketing partner announced refunds equal to the face value for the first T20 international against South Africa played in Dharamshala, the refunds for the different stands at the box office being made on different dates.³⁴ In December 2025 at Lucknow, the BCCI's secretary said that the state association was the competent body to handle refunds, and the association committed to providing online refunds with only service charges being deducted.³⁵ Three points are worth noting. The refund is usually equal to the face value, so platform and convenience fees are forfeited. It is announced as part of a policy rather than as a legal right. And, as the Lucknow incident illustrates, the organisation that is responsible for making the refund is not clear to the spectators.

The obligor's identity merits individual consideration since a refund claim is only valid if it is directed at the correct party. A ticket can be issued by the host association, by a franchise, by

³³ *Supra* note 1.

³⁴ Himachal Pradesh Cricket Ass'n, *Refund Policy for Abandoned India vs South Africa 1st T20*, <https://www.hpcricket.org/topnews/refund-policy-for-abandoned-india-vs-south-africa-1st-t20-96> (last visited Oct. 10, 2026).

³⁵ *Supra* notes 2, 3.

a platform acting on its behalf, or by an event company. Contracts entered into through an agent have the effect of binding the principal for whom the agent acted; in the case of stadiums this is usually the host association or the franchise and not the governing body which arranged the match.³⁶ The BCCI's statement in Lucknow that ticketing is within the remit of the state association is in agreement with this perspective. Consequently, a spectator should make a claim against the host and, in the case where the sale took place online, also against the platform regarding the payment arrangements and its own fee. In the Kolkata case the seller was a private organiser, and the State's argument that it had not sold the tickets was, according to this analysis, legally sound, even if it left the spectators without a clear party to sue.

B. Curtailed Play

The more difficult situations are those in which a match starts and then stops. For example, when the fifth T20 international match between India and South Africa at the M. Chinnaswamy Stadium was brought to an end after just twenty-one balls in June 2022, the Karnataka State Cricket Association decided to refund fifty per cent of the money paid, making it clear that this was an act of goodwill.³⁷ The choice of words is significant since it presents the refund as something done out of kindness on the part of the association rather than as a right belonging to the spectator. In contrast, the policy of the Pakistan Cricket Board is the opposite: it offers a full refund if a match is cancelled before the toss takes place, but gives no refund once the toss has taken place or when the match has already begun.³⁸ Abroad, Yorkshire County Cricket Club stated that a full refund in the case of a T20 international which is abandoned without a ball being bowled falls within its established 'rain check' policy,³⁹ and when no play was at all possible on the first day of a Test match against India at Lord's in 2018, the ground gave a full refund for that day, a cost which was expected to be met by rain insurance.⁴⁰ The difference between the twenty-one balls played in Bengaluru and the complete absence of play at Lord's demonstrates that the real issue at stake is where the line is drawn and by whom.

C. Organiser Failure

The third category involves a failure which is unrelated to the weather. On 13 December 2025

³⁶ Indian Contract Act § 226.

³⁷ *Supra* note 7.

³⁸ *Supra* note 8.

³⁹ Yorkshire Cnty. Cricket Club, *Refund Information: England vs Pakistan Vitality IT20*, <https://yorkshireccc.com/news/refund-information-england-vs-pakistan-vitality-it20> (last visited Oct. 10, 2026).

⁴⁰ *Lord's Faces £2m Washout Refund*, THE TICKETING BUSINESS (Aug. 10, 2018), <https://www.theticketingbusiness.com/2018/08/lords-faces-2m-washout-refund/> (last visited Oct. 10, 2026).

at the Salt Lake Stadium the guest footballer remained for approximately twenty minutes and spectators who claimed that they could not see him threw chairs and bottles. The organiser was arrested on that day and it was ordered that the money paid for the tickets should be refunded.⁴¹ Public interest petitions were then filed at the Calcutta High Court asking, among other things, for the refund of the ticket prices. The State maintained that it had not sold the tickets and that the event had been organised by a private company, and at that stage the Court refused to intervene in the investigation carried out by a special investigation team, instead asking the parties to submit affidavits.⁴² In August 2026 the Chief Minister of the State announced that refunds would start to be given to about 33,000 spectators.⁴³

There are three reasons why this case is useful. The first is that it demonstrates that it was not merely a simple entry that was sold but rather a promise of an experience, something that is in agreement with the objective interpretation of the ticket given in Part III. The second point is that it highlights the difficulty of determining the correct defendant, since the State had denied that any sale had taken place, the organiser was in custody, and the money was finally handled by the State in accordance with public policy rather than through an order directed at the contracting party. The third reason is that nine months elapsed between the event and the announcement of the refunds, a duration during which the two-year limitation period for a consumer complaint remained in force.

D. What the Practice Indicates

The following points can be identified. While the refund policy is generous it is also at the discretion of the authorities and is made known after the event rather than being determined in advance. The way in which responsibility is divided between the BCCI, the host associations, the franchises, the ticketing platforms and the State is not clear to the buyer. The boundary at which partial play ceases to be regarded as a failed match is arbitrary and differs from one host to another. Moreover, the fees—which are often the biggest of the non-refundable charges for cheaper tickets—are considered lost without any explanation being given as to what service they had paid for. The next section examines how consumer law applies to each of these issues.

⁴¹ *Supra* note 4.

⁴² PTI, *Messi Event Chaos: Calcutta HC Refuses to Interfere in SIT Investigation*, BUS. STANDARD (Dec. 23, 2025), https://www.business-standard.com/india-news/messi-event-chaos-calcutta-hc-refuses-to-interfere-in-sit-investigation-125122300228_1.html (last visited Oct. 10, 2026).

⁴³ *Supra* note 5.

V. The Role of Consumer Protection Law

A. The Spectator as a Consumer

According to section 2(7) of the Consumer Protection Act, 2019, a consumer is someone who purchases goods or hires or avails themselves of a service for consideration, provided that this is not for a commercial purpose.⁴⁴ The Act's definition of service specifically covers entertainment and amusement.⁴⁵ When a spectator pays to watch a match, they are availing themselves of an entertainment service, and the organiser, the host association and the ticketing platform all act as service providers in their respective capacities. This point is significant since it removes the dispute from the slow route of a civil suit and places it in a statutory forum where the available remedies include the return of the price.⁴⁶

It is not the case that all ticket holders are consumers. For example, if a company purchases a hospitality box for its clients, it may be doing so for commercial purposes and thus fall outside the definition, although the situation will depend on the particular facts of each purchase. The typical spectator who buys one or a few tickets for their own enjoyment is the standard example. Because the article focuses on such spectators, the analysis that follows is based on the assumption that the buyer is a consumer.

B. Deficiency and Unfair Trade Practice

The Act considers any fault, flaw, lack or inadequacy in the quality, character or method of performance which is required by law to be maintained or which has been agreed to be performed under a contract to be a deficiency.⁴⁷ A failure due to weather does not constitute a deficiency since no one is to blame. On the other hand, an overcrowded ground, a security failure or an event that has not been delivered as advertised clearly does. In weather cases, the spectator's stronger argument lies in the contract route set out in Part III, which a consumer commission is competent to apply. The Act also regards as an unfair trading practice the refusal to refund the consideration when deficient services are withdrawn or discontinued, within the stipulated period or, if none is stipulated, within thirty days.⁴⁸ The thirty-day period in question serves as a useful standard by which the months of delay in the Kolkata case and the indefinite timeframes stated in many ticket terms can be compared.

⁴⁴ Consumer Protection Act, 2019, No. 35 of 2019, § 2(7) (India).

⁴⁵ *Id.* § 2(42).

⁴⁶ *Id.* § 39(1).

⁴⁷ *Id.* § 2(11).

⁴⁸ *Id.* § 2(47).

C. Refund Clauses as Unfair Contract Terms

The greatest achievement of the Act is the way in which it deals with unfair contracts; a contract term is considered unfair when it results in a substantial alteration of the consumer's rights, the definition covering cases where it imposes on the consumer any unreasonable charge, obligation or condition which places him at a disadvantage.⁴⁹ The State and National Commissions are able to declare such terms invalid.⁵⁰ Furthermore, the Supreme Court has stated that a one-sided clause in a standard-form buyer's agreement can constitute an unfair trade practice.⁵¹

The origins of this principle extend further back. In the case of *Central Inland Water Transport Corporation v. Brojo Nath Ganguly*, the Supreme Court held that courts will not enforce, and will strike down when called upon, an unfair and unreasonable clause in a contract between parties who had unequal bargaining power, particularly in cases where one party had no real choice but to agree to a standard form.⁵² In *K.C. Cinema*, the Court restated that principle in the context of ticketed entertainment and stated that terms imposed by cinema owners and other commercial organisations do not necessarily bind a consumer; that a term is considered unfair or unreasonable if it is one-sided or lacks commercial logic; and that the ban on outside food had passed the test since it had a clear commercial basis.⁵³

When it comes to refund clauses, this leads to a fair outcome. It is not unfair for a clause to assign weather risk after play has already started simply because such a clause exists. Organisers do suffer real costs, and the ticket price might represent a deal in which the spectator assumes part of the risk. The situations that are at risk can be divided into two categories. The first of these is a clause which provides no refund regardless of how little play took place; such a clause is difficult to justify as being commercially sensible in the light of the fact that other organisers refund half the money after twenty-one balls and that a major ground regards the risk as insurable. The second type is one which makes any refund depend on the organiser's unreviewable discretion, turning what should be a contractual right into a favour. Both of these clauses are one-sided in the way that *K.C. Cinema* describes it, and the second also breaches the notice requirement if the buyer had not been shown the clause before paying.

⁴⁹ *Id.* § 2(46).

⁵⁰ *Id.* § 49(2).

⁵¹ *Pioneer Urb. Land & Infrastructure Ltd. v. Govindan Raghavan*, (2019) 5 S.C.C. 725, para.6.7 (India).

⁵² *Cent. Inland Water Transp. Corp. v. Brojo Nath Ganguly*, (1986) 3 S.C.C. 156, para.89 (India).

⁵³ *K.C. Cinema*, paras.29–32.

D. Intermediaries and Fees

The majority of match tickets are purchased online. Under the Consumer Protection (E-Commerce) Rules of 2020, e-commerce businesses are subject to certain obligations, with marketplace operators facing additional ones, particularly concerning refunds and the handling of consumer complaints.⁵⁴ The Central Consumer Protection Authority's guidelines on dark patterns also cover the practice of disclosing price components only late in the transaction process, thereby including the convenience fees that are added at the point of payment.⁵⁵ The platform will argue that its fee has been earned the moment it issues the ticket; the spectator, on the other hand, will claim that the fee was part of the price paid for a match which never took place. The more reasonable view is that a fee which has been made clear in advance as non-refundable can only be kept if it relates to a separate service that has actually been provided; in all other cases, holding on to the fee when the event in question does not take place constitutes an unreasonable charge which places the consumer at a disadvantage in accordance with section 2(46). This also settles the section 65 issue that was left unresolved in Part III.

E. Forum and Practicality

A complaint can be made to the District Commission, the monetary limit for such complaints being fifty lakh rupees as prescribed by the rules,⁵⁶ and if several consumers have the same interest, one or more of them may bring a suit on behalf of all with the Commission's permission.⁵⁷ The time limit for such a complaint is two years.⁵⁸ Because of these features, a representative complaint is workable for a stadium full of ticket-holders. Yet, a single ticket is only worth a few hundred or a few thousand rupees and it would be unreasonable to go ahead with individual litigation over it. The practical result therefore is that clear refund conditions must be established in advance in the ticket terms and cannot be left to be decided later on.

VI. A Brief Comparison

The comparison only includes those jurisdictions for which materials are most accessible and its aim is to illustrate certain patterns rather than to be comprehensive. The common-law world

⁵⁴ Consumer Protection (E-Commerce) Rules, 2020, rr. 4–5 (India).

⁵⁵ Cent. Consumer Prot. Auth., *Guidelines for Prevention and Regulation of Dark Patterns*, 2023 (Nov. 30, 2023) (India).

⁵⁶ Consumer Protection (Jurisdiction of the District Commission, the State Commission and the National Commission) Rules, 2021, r. 3 (India).

⁵⁷ Consumer Protection Act § 35(1)(c).

⁵⁸ *Id.* § 69.

arrived at the contractual-licence position a long time ago, as the cases in Part II demonstrate. In England and Wales, general consumer law includes a fairness test provided for by the Consumer Rights Act 2015 according to which a term is not binding on a consumer if it is unfair.⁵⁹ The same system excludes leisure services provided for a specific date from the normal statutory right to cancel a distance or online contract,⁶⁰ so that a spectator has no general right to a refund simply because he has changed his mind and instead his right to a refund depends on the event failing or on the terms of sale. This is also the case under Indian law. English venues fill the gap by means of published policies. For example, the Yorkshire 'rain check' policy and the Lord's refund mentioned in Part IV are instances of this,⁶¹ and the policy of the Pakistan Cricket Board is another example from the subcontinent.⁶² To the best of the author's knowledge, none of these jurisdictions makes use of a special statute relating to sports. Instead, they rely on general restitution law, on the principle of fairness as it applies to standard terms, and on published sector policies. The difference in India is in the third of these elements. Indian law provides a more robust general basis than do the common-law jurisdictions, through sections 56 and 65 of the Contract Act, and also has an unusually direct licensing provision in section 62(f) and section 64 of the Easements Act. However, there is no uniform published policy which a spectator can read before paying, and that is the gap which the proposal below is intended to close.

VII. Towards a Tiered Refund Framework

The analysis indicates that it is not necessary for a fair framework to rely on legislation; instead it could be taken up by the BCCI and the other governing bodies and introduced as a standard set of ticket terms which would be binding upon the host associations and the franchises, with the help of guidelines provided by the Central Consumer Protection Authority. The framework is based on a single principle, namely that the amount to be returned should correspond with the performance actually delivered and the party in control of that performance should assume the risk associated with it.

The first tier covers matches in which no play takes place. In the case of a match being cancelled or abandoned before the toss or before the first ball is bowled, the ticket holder must be given the full face value of the ticket. The fee should however be returned unless the platform had

⁵⁹ Consumer Rights Act 2015, c. 15, § 62 (UK).

⁶⁰ Consumer Contracts (Information, Cancellation and Additional Charges) Regulations 2013, SI 2013/3134, reg. 28(1) (UK).

⁶¹ *Supra* notes 39, 40.

⁶² *Supra* note 8.

indicated prior to the payment that a particular fee was non-refundable and related to a separate service which had in fact been provided. This tier is in keeping with the practice at Bengaluru, Dharamshala and Lord's and is based on the restitutionary principle set out in section 65.

The second tier relates to curtailed play. In this case, a clear rule like 'no refund after the toss' should be replaced by a graded scale linked to the sport's own playing conditions. When play ends before the minimum amount necessary to determine a result, the holder should get at least half the price, since that is the amount the Karnataka State Cricket Association itself selected. Beyond that point, a smaller proportional refund could be given. The precise scale will be decided by the governing body; what is important is that it is recorded, made public and applied in a consistent manner.

The third tier deals with failures on the part of the organiser. In such cases, if the failure is due to inadequate security, poor crowd management, over-selling, or a discrepancy between what was advertised and what was actually delivered, the holder is entitled to receive the full price as well as, on producing appropriate documentation, reasonable losses suffered; the responsibility for this rests with the contracting seller regardless of the reason. This tier is based on section 73 of the Contract Act and on the deficiency clauses of the Consumer Protection Act, and it provides a solution to the Kolkata problem in which an organiser was either unable or unwilling to pay.

Postponement and rescheduling are dealt with in the fourth tier. The customer should be given the choice of either keeping the ticket for the new date or receiving a full refund, and a credit voucher may only be provided as an additional option and never as the standard choice. The *Pravasi Legal Cell's* method of dealing with credit shells—namely that credit is available at the passenger's option and can be refunded if not used—is a viable model.

The framework is rounded off by four cross-cutting rules. The ticket must specify which party is to be responsible for making the refunds, the host association being the party that is obliged by default and the platform having to arrange the transmission of the payments. Digital refunds should be paid automatically to the original method of payment within ten working days—this is the time frame that has already been adopted in Bengaluru—and physical-ticket refunds must be carried out within thirty days, a period that is in line with the standard set out in the Consumer Protection Act. The terms of the refund should be given in plain language before the payment is made so as to comply with the notice rule established in *Parker* and its later rulings. Organisers should take out insurance against weather risk as part of the costs of staging the event, as Lord's does, and should not pass this on to the spectators. If the voluntary approach fails, the same standards could be introduced by means of a regulation or an amendment, but

the voluntary method should be attempted first since the practices it is based on are already in place in the market.

There are three possible objections. It could be argued that smaller associations find full refunds and rain insurance to be unaffordable. In response, it should be pointed out that the framework assigns a cost but does not actually create one, and an insurance premium paid over the course of a season of ticket sales is very likely to be a small and foreseeable expense when compared with the costs of handling refund disputes and the damage to reputation. People might also worry that automatic refunds would lead to abuse, for example through claims being made on forged or resold tickets. The fact that digital tickets are linked to the original payment account deals with most of this issue, while the surrender requirement applicable to physical tickets—something that Royal Challengers Bengaluru already have in place—takes care of the remainder. Lastly, it might be claimed that fixed tiers take away the flexibility that event organisers need in the event of unusual occurrences. However, the tiers are minimum levels, not maximum ones, and organisers are still at liberty to offer higher tiers, as the franchises mentioned in the examples have done so.

VIII. Conclusion

The idea of considering a match ticket as either a contract or merely a licence is actually the wrong one; it is both, and each of these two elements deals with different issues. The licence specifies who is allowed to be on the ground and the conditions under which the permission ceases, while the contract deals with the promises made to the holder and with what happens to the money if those promises are not kept. The Indian statute takes both aspects into account: section 62(f) terminates the licence when the match becomes impracticable, section 64 safeguards the person who has paid for the licence, and sections 56 and 65 of the Contract Act return the price in cases where the performance has been rendered impossible by frustration. Consumer law provides the appropriate court venue and a standard by which the refund terms can be judged.

What current practice demonstrates is that Indian organisers usually do the right thing, although they do so by grace, unevenly and late. The full refund in Bengaluru, the deduction of service charges in Lucknow and the partial refund in Karnataka were all in accordance with policy and not something the spectators were entitled to, and in Kolkata the refund for spectators in the end came down to political willingness. A tiered system which links the refund to the performance given, identifies the responsible party and sets a time for payment would make that act of leniency into a right without the need for any new law. The spectator's request is

modest, and that is precisely the reason why it should not rely on the generosity of the body which holds the money. The law already contains most of what is needed to safeguard that claim, and the remaining part is for the governing bodies to state it on the ticket.

