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## RAVINDER KUMAR Vs MARUTI UDYOG LIMITED

**None**

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**Court:** NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

**Date of Decision:** Oct. 14, 2005

**Citation:** 2005 4 CPJ 491 : 2006 1 CLT 44 : 2006 1 CPR 172

**Hon'ble Judges:** K.C.GUPTA , S.P.Kapoor , DEVINDERJIT DHATT J.

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### Judgement

1. THIS appeal has been directed by the complainant against order dated 22.12.2004 passed by the District Consumer Disputes Redressal Forum

-I, U.T. Chandigarh, whereby complaint of the appellant was partly allowed and a paltry sum of Rs. 6,000 was awarded as compensation on

account of inconvenience and harassment suffered by him, besides a sum of Rs. 1,100 had been awarded as costs.

2. BRIEFLY stated the facts are that the appellant purchased a new Maruti Car Model ALTO -LX vide Invoice No. 388204 dated 24.12.2001

for Rs.

,04,720, having chassis No. 135971 and Engine No. 4024771 from respondent No. 2 M/s. Pasco Automobiles. 3. It was next averred that after

purchasing the vehicle, the appellant noticed that the vehicle was giving unusual sound from the engine, chassis and body, and pick up of the vehicle

was also not good. He immediately brought the defects to the notice of respondent No. 2 but respondent No. 2 assured him that he should use the

vehicle and all these defects would be removed at the time of first service.

3. IT was further averred that on 21.1.2002, the appellant took the vehicle for first service when it had run only 733 kms and brought the said

defects to the notice of respondent No. 2 but all these defects were not attended to. He again visited the workshop of respondent No. 2 on

16.4.2002 with the same defects but respondent No. 2 did not attend to those defects, although those defects were written on the satisfaction

coupon/voucher -Annexure C -3. Feeling aggrieved, he sent an email to Sh. Vikram Mehtani, Regional Manager of Maruti Udyog Ltd. at

Chandigarh and pointed out the defects to him and even wrote letters to respondent No. 1 at New Delhi/Gurgaon and Chandigarh under postal

certificate on 26.4.2002, whose copies are Annexures C -4 and C -5, but he did not receive any reply from respondent No. 1. He again sent

reminders to respondent No. 1 on 8.5.2002 under postal certificate, whose copies are Annexures C -6 and C -7.

4. IT was further averred that he personally contacted Sh. G.S. Sekhon, Service Manager of respondent No. 2 -M/s. Pasco Automobiles but he

misbehaved with him and did not attend to the defects in the car. Ultimately, after filing of the complaints with respondent No. 1, he received a

letter from Sh. G.S. Sekhon, Service Manager on 30.4.2002 and thereafter he immediately replied to him vide letter dated 16.5.2002, Annexure

C -8.

It was further averred that a number of communications were sent to respondents but to no effect and the defects pointed out in all the three

services were as under:

(1) A lot noise is there in the wheels and it seems like sitting in a train. (2) A lot of noise/unusual sound like a diesel engine fitted in the vehicle,

comes from the engine. (3) The paint of the vehicle is also substandard quality and even small particles of stones leave its mark on the paint and the

paint has also faded. (4) The pick up of the vehicle is also very slow and much below the normal of a new vehicle. (5) The vibration sound and

wind sound comes from the vehicle on a high rate just when the speed is accelerated.

5. IT was further averred that he brought the vehicle to the premises of respondent No. 2 for second service on 24.6.2002 when it covered only

5018 kms and pointed out defects to the service Manager but despite his best efforts he was not able to remove the said defects. He had also

addressed letters to the higher authorities of respondent No. 1, whose copies are Annexure C -9 to C -23 but of no avail. In this way, he stated

that right from the date of purchase of the vehicle till the filing of the complaint, he had addressed numerous representations of the concerned

authorities of respondent Nos. 1 and 2 and even contacted them on telephone but they did not remove those defects in the car and every time gave

assurance to do the needful and even gave threat to him that he could do whatever he liked and no body could harm them. With these allegations,

above mentioned complaint was filed and the appellant claimed compensation of Rs. 50,000 along with interest @ 18% p.a.

6. THE respondent contested the complaint and filed written reply. Respondent No. 2 in its reply admitted that the vehicle was brought into their

workshop on 27.12.2001, 11.1.2002, 28.1.2002, 26.2.2003 and 27.3.2002 for follow up. It also admitted that first service was done on

21.1.2001 vide job card No. 130693 and at that time besides other defects, the appellant reported body rattling sound. It also admitted that the

second job card No. 0134530 was prepared at the time of second service on 16.4.2002 and job card No. 0140642 dated 1.9.2002 was

prepared at the time of third service and about a dozen defects were mentioned. It, however, stated that whenever the vehicle was brought to its

workshop the same was attended to and all the defects were rectified.

Respondent No. 1 in its reply stated that it did not sell vehicle to any individual customer directly under its invoice and respondent No. 2 was its

dealer and dealership agreement was executed between respondent Nos. 1 and 2 and respondent No. 2 had entirely a separate and independent

entity. It next stated that it only stood warranty for a period of 24 months or 40,000 kms whichever event occurs earlier from the date of delivery

of the vehicle to the appellant subject to service terms and conditions as set out in the Owners manual and Service Booklet. It further stated that

the vehicle was brought on 24.12.2001 in the workshop and there was no material on record to indicate that alleged defects pointed out in the

vehicle were there immediately after the purchase of the vehicle. It further stated that the appellant had availed all the three free services and the

defects pointed out were of routine nature and could not be considered a manufacturing defect by any stretch of imagination. It denied the

allegation that the vehicle in question was either second hand vehicle or was the one having serious manufacturing defect.

7. PARTIES adduced their evidence by way of affidavits.

8. AFTER hearing Counsel for the parties, the District Forum -I, U.T. Chandigarh, vide its order dated 22.12.2004 partly allowed the complaint

and awarded consolidated compensation of Rs. 6,000 for inconvenience and harassment suffered by the appellant besides awarding Rs. 1,100 as

costs.

Aggrieved by the said order, complainant has filed the present appeal.

9. WE have heard Mr. Paramjit Batta, Advocate for the appellant, Mr. Parmod Kumar, Advocate for the respondents and carefully gone through

the file.

10. IT is an admitted fact that the appellant had purchased a new Maruti Car, Model ALTO -LX, vide Invoice No. 388204 on 24.12.2001 for

Rs. 3,04,720 from M/s. Pasco Automobiles, Industrial Area, Phase -I, Chandigarh, who is dealer of M/s. Maruti Udyog Ltd. (respondent No. 1).

The case of the appellant is that from the very beginning, the vehicle was having defects which were pointed out to respondent No. 2 at the time of

all the three free services but the respondents failed to remove the same. The defects mentioned are as under:

(1) A lot noise is there in the wheels and it seems like sitting in a train. (2) A lot of noise/unusual sound like a diesel engine fitted in the vehicle,

comes from the engine. (3) The paint of the vehicle is also substandard quality and even small particles of stones leave its mark on the paint and the

paint has also faded. (4) The pick up of the vehicle is also very slow and much below the normal of a new vehicle. (5) The vibration sound and

wind sound comes from the vehicle on a high rate just when the speed is accelerated.

It is also admitted by respondent No. 2 that the appellant had brought the vehicle to their workshop on 21.1.2002 for the first service, on

16.4.2002 for the second service and on 1.9.2002 for the third service. Annexure R -2/1 shows that the appellant had brought the vehicle to the

workshop of respondent No. 2 on 21.1.2002 and had pointed out 5 defects. The first major defect pointed out by the appellant was that body of

the vehicle was having rattling sound. It was acknowledged by respondent No. 2 that there was vibration in the body of the vehicle at a speed of

70 to 80 kms. Job card of third service dated 1.9.2002 Annexure R -2/II shows that about 11 defects were pointed out including that the pick up

was low, there was rattling sound from the body and that the paint had faded but nothing was done to remove these defects. A lengthy

correspondence had taken place between the appellant and the respondents. A perusal of correspondence shows that the respondents were

interested only in creating documentary evidence rather than satisfying the appellant by providing him service. The appellant had written a number

of letters to Sh. Vikram Mehtani, Regional Manager of respondent No. 1 and to General Manager of respondent No. 2 pointing out the aforesaid

defects but nothing was done. These letters are Annexures C -4 to C -42, C -44 and C -46. The appellant has also led evidence by way of job

cards to show that he had brought the vehicle to the authorized service station of respondent No. 1 repeatedly for removing defects but the same

could not be rectified. The appellant is employed in a Bank and having middle class status. He has purchased the new car with the sole object that

he will have trouble free running of the car for a few years but did not know that by purchasing a new car from respondent No. 2 he had invited

trouble. Further, history of the job cards, volume of repairs and repeated visits to the workshop show that the appellant could not make proper use

of the vehicle as was expected from the new vehicle. By visiting workshops repeatedly, he must have suffered mental agony and harassment. The

very fact that his repeated visits even to respondent No. 2 did not have the desired effect, shows that there was some substantial defect or may be

manufacturing defect in the car. The appellant has placed on record estimate given by various authorized service stations namely M/s. Joshi Auto

Zone, Sidhu Auto Links, M/s. Balajit Autos & Golden Autos for repainting the vehicle. He had even complained to the respondent No. 2 when

second service had been carried out that the paint had faded. The appellant had been dealt with shabbily by respondent No. 2 and even

respondent No. 1 did not attend to the appellant properly.

11. COUNSEL for appellant contended that fed up with the harassment caused to the appellant and the fact that meagre sum as compensation

was awarded by the District Forum vide order dated 22.12.2004, he sold the vehicle at a loss of more than rupees one and a half lac. Counsel for

respondent No. 2 contended that there is depreciation of the vehicle to the tune of 20 -25% per year and after four years the price of the vehicle

becomes zero. We cannot subscribe to such a funny argument of the learned Counsel for the respondent. In India a person having middle class

status owns a car with the hope to keep it road worthy for about 15 -18 years, therefore, it cannot be said that value of a vehicle becomes zero

after four years. Keeping in view the mental agony and harassment caused to the appellant and also that he had sold the car at a huge loss, we are

of the opinion that the consolidated compensation granted by the District Forum to the appellant is too meagre. It is just an apology for

compensation.

12. THEREFORE , for the foregoing reasons, the appeal is accepted with costs and the order of District Forum -I is modified. The appellant is

granted compensation of Rs. 50,000 besides Rs. 5,000 as costs. Respondents are directed to pay these amounts jointly and severally, within one

month and if not paid, the amount of Rs. 50,000 would fetch interest @ 6% p.a. Copies of the order be communicated to the parties, free of

charge. Appeal allowed.