

(1996) 03 NCDRC CK 0015

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

Case No: None

AUTO CARS

APPELLANT

Vs

Ved Parkash Sharma

RESPONDENT

Date of Decision: March 14, 1996

Citation: 1996 2 CPJ 328

Hon'ble Judges: M.R.Agnihotri , S.Kulwant Singh J.

Final Decision: Appeals dismissed

Judgement

1. THIS order shall dispose of two Appeals Nos. 332 and 446 of 1995 filed by M/s. Auto Cars and the Maharashtra Scooters Ltd. respectively as both the appeals are against the same order passed by the learned District Forum, Hisar on 28th June, 1995 whereby the complaint has been allowed and the appellants have been directed to replace the scooter of the complainant.

2. COMPLAINANT-Ved Parkash had purchased the scooter Bajaj Chetak, Chasis No. 6893 H 18458, Engine No. 60P93H-09525 on 6th of September, 1993 for a sum of Rs. 18,630/- from M/s. Auto Cars, Hisar, dealer of Maharashtra Scooters, Pune-appellants No. 1 & 2 respectively. Within two months of the purchase, the chassis of the scooter got broken i.e. in the month of November, 1993 within the warranty period. When the complainant asked M/s. Auto Cars dealer for the replacement of the scooter, he refused to do so. It was thereupon that the complainant approached the learned District Forum. In reply, the appellants admitted that the scooter was defective, but they denied their liability to replace the same as a whole and offered only to repair or replace the defective parts. Since sale of the scooter to the complainant, breakage of its chassis within the warranty period

stood established, learned District Forum came to the conclusion that the opposite parties No. 1 & 2 manufacturer as well as dealer were liable for the replacement of the same. Consequently, the complaint was allowed and the opposite parties Nos. 1 & 2 were directed to replace the scooter with a new one.

Assailing this order of the learned District Forum, the learned Counsel for the appellants has vehemently contended that even if the scooter had been sold in September, 1993 and the chassis of the scooter was got broken in November 1993 i.e. during the warranty period, the appellants should have been permitted to make the repairs of the defective parts instead of replacing the scooter as a whole. We do not find any merit in the contention. If the breakage had taken place to any other minor part of the scooter, the question of repair or replacing that very part was understandable, if the very chassis of the scooter was found defective and it got broken within a couple of months of the sale/the question of its being repaired did not arise. Obviously when the complainant had spent a sum Rs. 18,630/- for purchasing new scooter, he could not take risk for getting the chassis repaired, which could give way again thereby endangering his life. Otherwise also, the complainant had spent a huge amount only for purchasing a new piece and not for getting the old defective scooter repaired. Under the circumstances, we do not find any ground to interfere in the well-reasoned and detailed order passed by the learned District Forum and we uphold the same. Both the appeals are dismissed with costs, which are quantified as Rs. 1,000/- in each case. Appeals dismissed.