

STATE CONSUMER DISPUTES REDRESSAL COMMISSION UTTARAKHAND  
DEHRADUNDate of Admission: 27.03.2024  
Date of Final Hearing: 10.04.2026  
Date of Pronouncement: 27.04.2026**SC/5/CC/2/2024**

M/s Eapro Global Limited  
through its Director Sh. Jagdeep Chauhan  
situated at Khasra No. 106, 107, Salempur Industrial Area  
Roorkee, District Haridwar (Uttarakhand)  
through Power of Attorney Holder  
Sh. Pradeep Kumar S/o late Bhool Singh  
Manager, Legal Department, Eapro Global Limited, Roorkee  
(Through: Sh. Vaibhav Jain and  
Sh. Shonak Sharma, Advocates)  
..... Complainant

Versus

1. Shiva Motocorp – Jaguar Land Rover  
A-108, Sector-5, Noida  
Uttar Pradesh – 201301 through its CEO  
(Through: Sh. Deepak Ahluwalia, Advocate)
2. Jaguar Land Rover India Ltd.  
104B, Piramal Towers, Peninsula Corporate Park  
Ganpatrao Kadam Marg, Off. Senapati Bapat Marg  
Lower Parel (West), Mumbai – 400013  
through its Directors  
(Through: Sh. Utkarsh Srivastava, Advocate  
via Video Conferencing)  
..... Opposite Parties

**Coram:****Ms. Kumkum Rani,  
Mr. B.S. Manral,****President  
Member****ORDER****(Per: Ms. Kumkum Rani, President):**

This consumer complaint under Section 47(1)(a)(i) of the  
Consumer Protection Act, 2019 by the complainant – M/s Eapro Global

Limited against the opposite parties, namely, Shiva Motocorp – Jaguar Land Rover and Jaguar Land Rover India Ltd. respectively, seeking following reliefs:

- (a) The opposite parties may kindly be ordered to replace the said vehicle with a new vehicle which will perform the intended function as specified and compensate the complainant with an amount of Rs. 10,50,000/- for all the direct financial loss and mental harassment along with litigation expenses or refund the amount of Rs. 1,76,11,234/- inclusive of the original purchase amount and damages.
- (b) Any other relief(s) which Hon'ble Commission deems appropriate and fit.

2. The factual matrix of the case, as set forth in the consumer complaint, is that on 21.10.2022, the complainant purchased a vehicle under the name & style of "DEFENDER 110 X P400" bearing chassis No. SALEA7AU3P2135798, engine No. 220520Z0140PT306 and registration No. UK-08BB-0099, for sum of Rs. 1,65,61,234/- including registration charges; insurance; all other taxes and accessories, from the opposite party No. 1, the authorised dealer of opposite party No. 2. The complainant was highly satisfied with the quality; performance and service of the subject vehicle. The complainant faced numerous issues in the subject vehicle regarding its quality and performance, which were not apparent at the time of purchase of the subject vehicle. After receiving the delivery of the subject vehicle, it was observed that the subject vehicle did not perform as per the specifications advertised by the opposite parties on the

website [www.landrover.in](http://www.landrover.in). Much to the complainant's dismay and shock, the subject vehicle failed to achieve the advertised acceleration speed of 0-100 km/h within 6.1 seconds, rather the subject vehicle was taking over 7.1 seconds to achieve the said acceleration speed. The complainant opposed to the same. This apart, as assured to the complainant, the subject vehicle was not equipped with "Fuel Filler Flap – Central Locking".

3. It was also stated that the subject vehicle is suffering from following issues, which the opposite party No. 1 has failed to redress inspite of raising the grievance by the complainant on different occasions:

- (i) As to what was assured and promised, the subject vehicle is not equipped with Fuel Filler Flap – Central Locking system.
- (ii) The subject vehicle is delivering 16% less power than what was claimed on opposite party No. 2's website, taking more than 7.1 seconds to achieve 0-100 km/h speed, as against the advertised timing of 6.1 seconds.
- (iii) There was a persistent, irritating screeching sound emanating from the rear left side of the cabin. For the repair of this defect, the opposite party No. 1 took a period of 7 months' and kept the subject vehicle with it for more than 40 days' in a total of 3 visits from the complainant's place to the service centre, which is 150 kms. away. Without the written or oral consent of the complainant, the

opposite party No. 2 made major chassis cut, welding, riveting and glue fixing, in order to repair the defects in such a costly new vehicle.

- (iv) The second smart key of the vehicle was delivered after 7 months' of the purchase.
- (v) The LHS Tail Lamp was also defective, which was replaced with a delay of 7 months' of the purchase.
- (vi) A raised air intake was also fitted loosely, creating vibration noise.
- (vii) A missing bolt inside the boot space is causing the plastic parts to fit loosely and an activity key is not functioning properly.

4. It was further submitted that the complainant repeatedly contacted the Customer Support Team of the opposite party No. 2 and also sent a legal notice dated 30.09.2023, specifying the sale of defective vehicle to the complainant as well as gross deficiency in service. In spite of keeping the vehicle for more than 40 days', only few minor issues were set right and the major issues were not rectified by the opposite party No. 1. The Marketing Department of opposite party No. 2 assured the complainant that the subject vehicle is most capable off-road vehicle and the complainant purchased the same with a view to mainly explore the remote locations off-road as well as for day-to-day use. On account of the above defects in the subject vehicle, the complainant does not feel safe visiting remote locations and always

fear that anyone may open the fuel lid during the course of parking and either steal the fuel or cause mischief with the fuel tank, which can be life threatening for the complainant. After continuous correspondence, the opposite party No. 2 replied with an unsatisfactory response dated 20.10.2023, with an attempt to evade its liability of selling a defective and underperforming vehicle to the complainant. The poor after sale service provided by opposite party No. 1 has caused further damage to an already defective vehicle. The complainant has been cheated by selling a vehicle of sub-standard quality and performance, against what was advertised. The issues in the subject vehicle constitute a breach of the implied warranty of merchantability under the Sale of Goods Act, 1930, as the subject vehicle was not of the quality and performance as advertised. The act of the opposite parties falls under the category of “unfair trade practice”, as defined under Section 2(47) of the Consumer Protection Act, 2019. The deeds of the opposite parties have caused immense financial loss; damage and mental agony to the complainant. There has been deficiency in service and unfair trade practice on the part of the opposite parties. With the above allegations, the consumer complaint was set in motion before this Commission, claiming the relief as aforesaid.

5. The opposite party No. 1 – dealer filed written statement, stating that at the time of purchase of the subject vehicle, the complainant was informed about each and every details relating to the features available in the vehicle. “Fuel Filler Flap – Central Locking” was not a feature available in the subject vehicle, as provided by opposite party No. 2 – manufacturer. Since the said feature was not available in the subject vehicle, the complainant was never assured / promised for the same by any representative of opposite party No. 1. The opposite party No. 1

being a dealer, can only sell any car / vehicle, as manufactured and provided by opposite party No. 2, hence the dealer is totally dependent upon the manufacturer. In the "Sale Order Details" Form duly signed by the complainant towards purchase of the subject vehicle, it was agreed by the complainant vide clause No. 3 that "Specifications as per attachment Annexure IB: It may be noted in view of continuous ongoing improvements and development, specifications are subject to change without prior notice". Thus, there exists no consumer dispute; deficiency in service or unfair trade practice on the part of opposite party No. 1.

6. It was also submitted that the defects pointed out in para 4(iii) of the consumer complaint have already been resolved. The delay in delivery of second smart key of the vehicle was at the level of opposite party No. 2, which possibly was due to shortage of chip, which is a global issue. The notice dated 30.09.2023 sent by the complainant was suitably replied through reply dated 18.10.2023. The subject vehicle (car) sold to the complainant was not defective. The subject vehicle absolutely fits and meets the standards, as provided by the manufacturer.

7. In the additional pleas, it has been asserted that the required acceleration within specific time period, as advertised, is achievable, when the vehicle is driven / tested under ideal required specifications and the same depends on correct tyre pressures; correct carrying load; good road conditions; driving skill of driver and optimum accessories fitted therein. The subject vehicle was purchased by the complainant on 21.10.2022 and for the first time, it was brought to the opposite party No. 1 in December, 2022, when the subject vehicle had already run

3,563 kms. Second time, the subject vehicle was brought to the opposite party No. 1 after the same had run 6,385 kms. and third time, the subject vehicle was brought to opposite party No. 1 after the same had run 8,292 kms. The subject vehicle was taken to Malwa Motors, Sonipat on 19.09.2023 for accidental repairs after a run of 11,400 kms. and the subject vehicle was again taken to Malwa Motors, Sonipat on 13.12.2023, after it had run for 13,727 kms. Thus, the subject vehicle having run for above-mentioned kilometers, goes to show that there is no manufacturing defect in the same. **The work of chassis cutting, welding, riveting and glue fixing in the subject vehicle has been carried out as per Manufacturer's Technical Expert Advice and repairs have been done in transparent manner.**

8. It was further pleaded that this Commission has no territorial jurisdiction to entertain and decide the consumer complaint and the complainant had acquiesced to Noida jurisdiction, where the subject vehicle was delivered to the complainant. The complainant does not fall under the definition of "consumer", as provided under the Consumer Protection Act, 2019, as the use of subject vehicle by the Directors of Private Limited Company tantamount to use of the subject vehicle for commercial purpose. The opposite party No. 1 is merely a dealer of the opposite party No. 2 – manufacturer, who only has the power to replace the vehicle or refund its cost. There lies no consumer dispute between the complainant and opposite party No. 1. In case the product is not used in accordance with the instructions provided in the User Manual and in case any problem arises, the responsibility of the same does not lie with the manufacturer or the dealer.

9. The opposite party No. 2 – manufacturer submitted written statement, wherein it was pleaded that the complainant’s main grumbles are that the subject vehicle takes an alleged 7.1 seconds to accelerate from 0-100 km/h vis-à-vis an alleged advertised 6.1 seconds and that the subject vehicle does not contain a “Fuel Filler Flap – Central Locking”, which can not be termed “manufacturing defects”, as the same do not affect the usage of the subject vehicle. The opposite party No. 2 through its Advocate in reply dated 20.10.2023 to the complainant’s notice dated 30.09.2023 has clarified that the quoted speed of 6.1 seconds was achieved under controlled test conditions, which may or may not replicate under normal driving conditions. The complainant has not submitted any evidence regarding the alleged time taken to accelerate and reach the speed of 100 km/h in a purported 7.1 seconds. The said concern should not be the subject matter of a consumer litigation.

10. It was also stated that the second concern of the complainant that since the vehicle does not have a “Fuel Filler Flap – Central Locking”, hence the subject vehicle is defective, is an erroneous allegation, for the reason that firstly, the vehicle’s usage and operational performance is not affected in any manner whatsoever; secondly, the opposite party No. 2 share a principal-to-principal relationship with opposite party No. 1 and did not sell the vehicle to the complainant and can not be held liable to **sales related concerns; thirdly, the opposite party No. 2 in its e-mail dated 18.05.2023 coupled with Advocate’s reply dated 20.10.2023, has clarified that due to the well documented global shortage in automobile chips, a few features in the vehicle were removed, including the fuel flap central lock.** It was also clarified that disclaimers in relation to the global shortages were regularly

updated on the website of opposite party No. 2 and fourthly, the complainant accepted the delivery of the subject vehicle without “Fuel Filler Flap – Central Locking” and continues to use the subject vehicle and is, therefore, barred by the law of estoppel from raising the said concern.

11. It was further submitted that the other concerns raised by the complainant have been satisfactorily resolved under the terms and conditions of the standard manufacturer’s warranty of 3 years or 1,00,000 kms., whichever is earlier. The only responsibility of the manufacturer is to ensure that the affected parts are replaced free of cost, which has been done in the present case. By December, 2023, the subject vehicle has driven over 13,700 kms., which shows that the subject vehicle does not have any defect. The opposite party No. 1 and opposite party No. 2 are separate, independent and distinct legal entities that share a principal-to-principal relationship under the terms of ‘Retailer and Repairer Agreement’ dated 30.11.2017 executed between them. By the said agreement, the opposite party No. 1 has been appointed as a non-exclusive, authorised retailer and repairer of the vehicles distributed by opposite party No. 2. All payments towards the purchase and servicing / repair of the subject vehicle have been made directly by the complainant to opposite party No. 1, thus, there is no privity of contract between the complainant and opposite party No. 2. The complainant has failed to show any cause of action against opposite party No. 2. The terms and conditions of the warranty do not permit refund of the purchase price or replacement of a vehicle. The other concerns, as borne out by the service history record of the subject vehicle, all of them have been addressed by opposite party No. 1 and necessary repairs & replacement of parts were carried out in accordance

with the terms and conditions of the manufacturer's warranty, which was valid till October, 2025) free of cost. The subject vehicle does not suffer from any manufacturing defect. The complainant is not a consumer of opposite party No. 2. The complainant has not filed any evidence to show that the subject vehicle is not being used for commercial purpose.

12. It has also been stressed that the fuel filler flap lock was not available in the version of the vehicle purchased by the complainant regarding which the complainant was duly informed. All service related concerns and repairs are within the purview of opposite party No. 1. The prayer made in the consumer complaint, has no rational basis and the relief sought can not be granted. Accordingly, the consumer complaint is liable to be dismissed.

13. The complainant filed replication to the written statement filed by opposite party No. 2, stating that as per the advertisement floated by the opposite party No. 2, the subject vehicle shall accelerated 0-100 km/h in 6.1 seconds, which inspired the complainant to purchase such glorious vehicle, but within a span of just 45 days' of purchase of the subject vehicle, it was observed that the subject vehicle was not performing as per the claims advertised by opposite party No. 2. The subject vehicle was also not equipped with any locking system of fuel tank, however, as per the specification, it must be equipped with "Fuel Filler Flap – Central Locking". Thus, both these issues come in the category of manufacturing defect. The opposite party No. 2 had advertised about the subject vehicle as "LOAD UP GO ANYWHERE, AMBRACE THE IMPOSSIBLE, START YOUR ADVENTURE NOW". For want of "Fuel Filler Flap – Central Locking" in the subject

vehicle, the complainant does not feel safe at the time of adventure journeys in remote locations and always fear that anyone may open the fuel lid during parking and either steal the fuel or fill the fuel tank with any other liquid, material such as sand or any hazardous substance, which can be life threatening at any remote area. The subject vehicle remained in the workshop of opposite party No. 1 in relation to several defects in the same. The subject vehicle was driven around 3,000 – 3,500 kms. on account of service issues only and even today, the subject vehicle is at the authorised service centre of opposite party No. 2 w.e.f. 10.02.2024 and the subject vehicle mostly remained with the opposite party No. 1 on account of service issues and manufacturing defect. It has not been explained as to under what circumstances, the cabin of the subject vehicle was cut and glue / pasting of a new vehicle was done without any written consent of the complainant in order to address the issue of sound emanating from the car's left side cabin. It has also not been disclosed as to what are the controlled test conditions.

14. Replication was also submitted on behalf of the complainant to the written statement filed by opposite party No. 1, wherein it was urged that written statements filed by the opposite parties are most identical and on the similar grounds, hence the Commission be pleased to consider the replication filed by the complainant to the written statement filed by opposite party No. 2, as also the replication to the written statement filed by opposite party No. 1.

15. During the proceedings of the consumer complaint, the complainant moved an application dated 04.10.2024 for acceleration of the vehicle including videography of the test process or as the Commission deems appropriate. Another application dated 04.10.2024

was moved on behalf of the complainant, with a prayer that the opposite parties be directed to keep the vehicle in safe custody and no harm, damage or injury be caused to the vehicle. Against the aforesaid applications, objections / reply were filed by the opposite parties on 03.12.2024 and 16.12.2024 respectively.

16. Vide order dated 20.01.2025 after hearing learned counsel for the parties on the aforesaid applications, it was observed that the parties shall first submit evidence in support of their pleadings and thereafter the applications shall be disposed of as per law.

17. In evidence, the complainant has filed the affidavit of Sh. Jagdeep R. Kumar Chauhan, Managing Director of the claimant – company. The opposite party No. 2 filed evidence by way of affidavit of Sh. Rajiv Gupta, Authorised Signatory and ‘Director, After Sales’ of the opposite party No. 2. The opposite party No. 1 filed affidavit of Sh. Harsh Malik, General Manager Service of opposite party No. 1 and that of Sh. Rajesh Mehrotra, Authorised Signatory of opposite party No. 1, in evidence.

18. Against the evidence filed by the opposite parties, the complainant submitted rejoinder affidavits.

19. An application dated 15.05.2025 was moved on behalf of opposite party No. 2 for striking out the rejoinder filed on behalf of the complainant to the affidavit of evidence filed by opposite party No. 2. An application dated 20.05.2025 was moved on behalf of opposite party No. 1, with a prayer to direct the complainant to provide the complete details of the vehicles owned and held by the complainant – company

till the date of filing of the consumer complaint and also submit Memorandum of Association of the complainant – company. Against the application dated 20.05.2025 moved on behalf of opposite party No. 1, objections were filed by the complainant on 10.07.2025.

20. An application dated 19.09.2025 was moved on behalf of opposite party No. 2, seeking production of certain documents.

21. In response to the aforesaid application, the opposite party No. 1 moved application dated 01.10.2025, with a prayer to take the enclosed additional affidavit on record.

22. During the course of hearing dated 27.01.2026, learned counsel for the parties submitted that the matter be fixed for final hearing and the applications pending on record, be disposed of at the time of judgment.

23. We have heard learned counsel for the parties and perused the record. We have also gone through the written submissions dated 21.02.2026 filed on behalf of opposite party No. 2.

24. The opposite parties have taken the stand that the complainant does not fall under the definition of “consumer”, as provided under the Consumer Protection Act, 2019. There is no substance in the said plea, for the reason that the complainant has availed the services of the opposite parties by purchasing the subject vehicle upon payment of consideration amount. As per Section 2(7)(ii) of the Consumer Protection Act, 2019, the word “consumer” means any person who hires or avails of any service for a consideration which has been paid

or promised or partly paid and partly promised, or under any system of deferred payment ....., but does not include a person who avails of such service for any commercial purpose. Since the consumer complaint has been filed, asserting manufacturing defect in the subject vehicle, there does not arise any question of availing of services of the opposite parties by the complainant for any commercial purpose. Thus, the complainant very well comes under the definition of “consumer”, as provided under the Consumer Protection Act, 2019.

25. On behalf of the opposite party No. 1, challenge was also made as to the territorial jurisdiction of this Commission so as to entertain and decide the consumer complaint. Section 47(4)(d) of the Consumer Protection Act, 2019 provides that a complaint shall be instituted in a State Commission within the limits of whose jurisdiction – the complainant resides or personally works for gain. In the case before hand, the complainant is located / situated at Roorkee, Haridwar, which comes within the territorial jurisdiction of this Commission. Any condition / clause printed in any of the documents of either of the opposite parties will not oust the jurisdiction of this Commission to hear and decide the consumer complaint, more so, when the complainant was not a party to any such condition. Therefore, we are of the definite view that this Commission has got jurisdiction to entertain and decide the consumer complaint on merit.

26. There is no dispute that on 21.10.2022, the complainant purchased the subject vehicle from the opposite party No. 1, the authorised / retailer of opposite party No. 2 for a hefty amount of Rs. 1,65,61,234/-. The instant consumer complaint was filed by the complainant before this Commission on 15.02.2024 / 26.03.2024. As

per the own version of opposite party No. 2, the warranty of the subject vehicle was valid till October, 2025. Thus, it is abundantly clear that the consumer complaint was submitted by the complainant within the warranty period.

27. The grievance of the complainant is that the complainant has been duped by the opposite parties by selling an underperformed vehicle, against what was advertised about the performance of the subject vehicle. The main issues raised by the complainant are that the subject vehicle failed to achieve the advertised acceleration of 0-100 km/h in 6.1 seconds, rather it was taking over 7.1 seconds to reach the said speed and that the subject vehicle was not equipped with “Fuel Filler Flap – Central Locking”. In the consumer complaint, certain other shortcoming / defects have been pointed out in the subject vehicle, with which we shall deal with in the later part of this judgment.

28. The opposite parties have taken the stand that the advertised speed of seconds was achieved under controlled test conditions. The opposite parties have nowhere denied that it was advertised by the manufacturing company that the subject vehicle (DEFENDER 110 X P400) shall reach acceleration speed of 0-100 km/h within 6.1 seconds. The complainant has annexed the copy of specification of the subject vehicle as Annexure No. 5 of the affidavit filed in evidence, which bears Paper No. 420, wherein it is clearly provided that P400 vehicle shall reach acceleration speed of 0-100 km/h in 6.1 seconds. There is no note in the specification of the vehicle, so as to point that the above speed / acceleration is subject to certain conditions and the same should not be taken as a guarantee. There can be no gain saying that the complainant has shown interest in the subject vehicle and agreed to

purchase the same only looking into its distinct features, by paying such a substantial consideration amount. Merely by issuing reply through its Advocate to the notice issued on behalf of the complainant, the opposite party No. 2 can not run away from the assurances / promises made by it while advertising about the subject vehicle and the opposite party No. 2 can not escape from its liability on this count. If the advertised speed / acceleration of 0-100 km/h in 6.1 seconds was to be achieved only under controlled test conditions, the complainant should have duly been informed about the same, but there is nothing on record to show that at time of placing the order for the subject vehicle; at the time of purchasing the subject vehicle or at the time of taking the delivery thereof, the complainant was duly informed that the advertised speed of 0-100 km/h in 6.1 seconds was achieved only under controlled test conditions, hence the same should not be taken as assurance / undertaking. It would not be out of place to mention here that it is only in response to the notice dated 30.09.2023 issued on behalf of the complainant, the stand of achieving quoted speed under controlled test conditions was taken by the opposite party No. 2. Thus, it is amply clear that the complainant has been deceived and an inaccurate statement was made in the advertisement floated by opposite party No. 2 in regard to the subject vehicle.

29. So far as missing of “Fuel Filler Flap – Central Locking” in the subject vehicle is concerned, the complainant has filed the copy of order details dated 11.05.2022 (Paper Nos. 20 to 23). At Paper No. 21, under the heading “Standard Specification”, there is clear mention at 053BI – Fuel Filler Flap – Central Locking. “Standard specification of the vehicle” refers to the foundational, factory-defined technical parameters, features and equipment that come included with a specific

make, model, and trim level of a vehicle without any optional upgrades. It represents the base configuration that determines the vehicle's core performance, size and utility. Thus, it can easily be said that there has been alteration with the very foundation of the vehicle and by doing so, the performance, size and utility has been affected. In view of this, there is no force in the stand that since the subject vehicle does not contain a "Fuel Filler Flap – Central Locking", the same can not be termed "manufacturing defect", as the same does not affect the usage of the subject vehicle. As the very foundation of the vehicle has been altered and standard specification thereof have been altered, it's performance, size and utility is bound to affect.

30. This apart, the fuel filler flap – central locking system secures the fuel door automatically with the vehicle's main locking mechanism, ensuring security and preventing unauthorized access or fuel theft. It acts as a safety feature that locks the flap whenever the vehicle doors are locked and unlocks when the vehicle is unlocked. The absence or failure of a Fuel Filler Flap – Central Locking system can be considered a manufacturing defect or a deficiency in service. If the vehicle brochure or specifications stated that the car features a central locking system that includes the fuel flap, the absence of this function in a new vehicle is a clear case of a manufacturing defect or a product defect. Thus, there can safely be said that the failure of the subject vehicle to achieve the advertised acceleration speed of 0-100 km/h within 6.1 seconds and the subject vehicle being not equipped with Fuel Filler Flap – Central Locking system, constitute manufacturing defect in the subject vehicle.

31. On behalf of the opposite parties, reliance was placed on copy of Delivery Acknowledgement Note dated 21.10.2022 issued by opposite party No. 1 (Paper No. 576) to prove that at the time of taking the delivery of the subject vehicle, the complainant was made aware that the vehicle is not equipped with Fuel Filler Flap – Central Locking system and the complainant voluntarily took the delivery of the subject vehicle without any protest, as would be evident from the above-mentioned Delivery Acknowledgement Note duly signed on behalf of the complainant. We don't agree with the submission so made. The reason being that it is true that the said Delivery Acknowledgement Note has been signed on behalf of the complainant, but the same does not show that wherever required, it was filled in on behalf of the complainant. This apart, it is true that there is "x" sign against Miss Fuel Device (if applicable), but it is pertinent to mention here that a misfuel device (or misfuelling prevention device) is a safety mechanism fitted to the filler neck of a vehicle's fuel tank to prevent the driver from accidentally putting the wrong type of fuel into their vehicle and, as stated above, fuel filler flap – central locking system secures the fuel door automatically with the vehicle's main locking mechanism, ensuring security and preventing unauthorized access or fuel theft.

32. Even otherwise, for any reason, the fuel filler flap – central locking system was not available in the product / vehicle purchased by the complainant, the complainant should have duly been informed about the same at the time of placing the order or atleast before handing over the delivery of the subject vehicle to the complainant, but there is nothing on record to show that at any point of time before taking the delivery of the vehicle by the complainant, the complainant was made aware by either of the opposite parties that the subject vehicle is not

equipped with fuel filler flap – central locking system. In any event, if the fuel filler flap – central locking system was not available in the product / vehicle, its price should have been deducted from the price quoted to the complainant, but the same was not done.

33. A stand was also taken by the opposite party No. 2 that disclaimers in relation to the global shortages were regularly updated on the website of opposite party No. 2. In this regard, it is worth to mention that there is no mention as to on which date, the website was updated by the opposite party No. 2 regarding the global shortages. Hence, in such eventuality, no benefit / advantage can be given to the opposite party No. 2 for website updating, if any.

34. In para 4(iii) of the consumer complaint, the complainant has specifically mentioned that without the written consent or oral permission of the complainant, the opposite party No. 2 made major chassis cut, welding, riveting and glue fixing in order to repair the defects in the vehicle. Against this, the opposite party No. 1 has stated that the work of chassis cutting, welding, riveting and glue fixing in the subject vehicle has been carried out as per Manufacturer's Technical Expert Advice and repairs have been done in transparent manner. Thus, there is an admission on the part of opposite party No. 1 that the chassis of the subject vehicle has been cut. A car chassis is the foundational, load-bearing skeleton of a vehicle that supports all major components including the engine, suspension and body while providing structural integrity and handling stability. Often made of steel, aluminum or composite materials, it acts as the backbone to manage the vehicle's weight, acceleration, braking, and crash safety. Thus, it can safely be said that by cutting the chassis of the subject vehicle, its very foundation

has been altered with. In para 22 of its written statement, the opposite party No. 2 has stated that necessary repairs and replacement of parts were carried out in accordance with the terms and conditions of the manufacturer's warranty, free of cost to the complainant. Therefore, it is clearly proved that there were defects / shortcomings in the subject vehicle, as pointed out in para 4 (iii); (iv); (v); (vi) and (vii), as admitted by the opposite party in para 22 and 22.1 to 22.4 (wrongly mentioned as para 20.1 to 20.4) of the written statement. In view of above, we have no hesitation in holding that the subject vehicle suffers from inherent manufacturing defect and the complainant has been deceived / cheated by selling an underperformed vehicle in contravention of what was advertised / promised to the complainant at the time of placing the order for the subject vehicle and the complainant has been a victim of deficiency in service and unfair trade practice. Learned counsel for opposite party No. 1 placed reliance on the affidavit dated 07.04.2025 (Paper Nos. 485 to 485) of Sh. Harsh Malik, an Automobile Engineer working with opposite party No. 1 since 2022. The said deponent / witness has deposed that whenever the subject vehicle has come to opposite party No. 1's service station at Noida, the deponent has checked the same and the said car is free from any defects. In the said affidavit, only a vague averment has been made that the vehicle is free from any defects, without there being any reference to the defects in the subject vehicle mentioned in the consumer complaint, which as stated above, have been admitted by the opposite parties, stating that the said defects can not be termed as manufacturing defects. On behalf of opposite party No. 1, a plea was also raised that the subject vehicle was taken to Malwa Motors, Sonipat on 19.09.2023 for accidental repairs. In this regard, it is pertinent to mention that, first of all, there is no documentary evidence of the subject vehicle having met with an

accident. Secondly, the defects pointed out by the complainant in the subject vehicle, were right from the date of its purchase and the same have not arisen out of any accident of the vehicle. Thirdly, it is the admission on the part of the opposite parties that required repairs and replacement of parts were carried out in accordance with the terms and conditions of the manufacturer's warranty, without any charge. Had there been any accidental damage to the subject vehicle, there was no question of the same being covered under warranty and the vehicle would not have been repaired free of cost.

35. Coming to the issue as to which of the opposite party is liable to indemnify / compensate the complainant, we may state here that the dealer – opposite party No. 1 has stated that it is merely a dealer of the opposite party No. 2 – manufacturer, who only has the power to replace the vehicle or refund its cost, while the manufacturer – opposite party No. 2 has stated that all payments towards the purchase and servicing / repair of the subject vehicle have been made directly by the complainant to opposite party No. 1, thus, there is no privity of contract between the complainant and opposite party No. 2. The opposite party No. 2 has relied upon 'Retailer and Repairer Agreement' dated 30.11.2017 executed between the opposite party No. 2 and opposite party No. 1 to show that clause No. 1.4 thereof provides that neither party is responsible for the acts and omissions of the other. In this regard, we may state that the complainant was not a party to the said agreement, hence any clause / condition contained therein can not be accepted to deny the genuine / legitimate claim of the complainant. On the issue of privity of contract, learned counsel for opposite party No. 2 has cited the judgment of Hon'ble Apex Court in **Citicorp**

**Finance (India) Limited Vs. Snehasis Nanda** reported in **2025 SCC OnLine SC 594**, wherein in para 17, it was held as under:

“17. Coming to the main merits, even if it is accepted that all the aforementioned agreements were validly there, primarily the Tripartite Agreement, as contended by the respondent, a conjoint reading of all would lead to the obvious conclusion that the essential transaction of sale was between the complainant – respondent and the borrower who was the buyer of the flat of the complainant – respondent for an agreed consideration of Rs. 32,00,000/- (Rupees Thirty Two Lakhs). In the specific factual setting, the respondent, having no privity of contract with the appellant, can not be termed a ‘consumer’ under the Act.....”

36. In the case before hand, it is not the case of the opposite party No. 2 – manufacturer that the subject vehicle was not manufactured by it and that it has not distributed / supplied the subject vehicle to opposite party No. 1, its authorised retailer and repairer. In para 12 of its written statement, the opposite party No. 2 has clearly mentioned that by the Retailer Agreement, opposite party No. 1 has been appointed as a non-exclusive, authorised retailer and repairer of the vehicles

distributed by opposite party No. 2 and markets and sells vehicles purchased from opposite party No. 2 to end customers in the market area of Noida, Uttar Pradesh. This apart, at the cost of repetition, we may reiterate that in para 22 of its written statement, the opposite party No. 2 has stated that necessary repairs and replacement of parts were carried out in accordance with the terms and conditions of the manufacturer's warranty, free of cost to the complainant. Thus, there exists clear relationship of "service provider" and "consumer" between the opposite party No. 2 & the complainant and under the present facts & circumstances, it does not lie in the mouth of the opposite party No. 2 to say that there was no privity of contract between the complainant and opposite party No. 2.

37. Learned counsel for opposite party No. 2 has also cited following case laws:

- (i) **Tata Motors Ltd. Vs. Antonio Paulo Vaz and another** reported in **2021 SCC OnLine SC 125**.
- (ii) **Honda Cars India Limited Vs. Sudesh Berry and others** reported in **2021 SCC OnLine SC 1313**.
- (iii) **Sushila Automobiles Pvt. Ltd. Vs. Birendra Narain Prasad and Ors.** reported in **2011(2) C.P.C. 126 = III (2010) CPJ 130 (NC)**.
- (iv) **Surendra Kumar Jain Vs. R.C. Bhargava and Ors.** reported in **III (2006) CPJ 382 (NC)**.

- (v) **Classic Automobiles Vs. Lila Nand Mishra and Ors.** reported in **I (2010) CPJ 235 (NC)**.
- (vi) **Mercedes Benz India Private Limited Vs. Revathi Giri and Others** reported in **2023 SCC OnLine NCDRC 1772**.
- (vii) **Judgment dated 12.12.2024 of Hon'ble National Commission in First Appeal No. 157 of 2019; M/s Bharath Earth Movers Limited and others Vs. Thiru R Sekar and another.**
- (viii) **Randhir Singh Vs. Maharaja Auto Wheels (P) Ltd. and another** reported in **2024 SCC OnLine NCDRC 1109**.
- (ix) **Judgment dated 28.02.2025 of Hon'ble National Commission in First Appeal No. NC/FA/258/2022; Skoda Auto Volkswagen India Pvt. Ltd. Vs. Anuj Gupta and another.**
- (x) **Maruti Udyog Ltd. Vs. Susheel Kumar Gabgotra and Ors.** reported in **AIR 2006 SC 1586**.
- (xi) **Hyundai Motor India Limited Vs. Surbhi Gupta and others** reported in **2014 SCC OnLine NCDRC 487**.
- (xii) **Maruti Udyog Ltd. Vs. Atul Bharadwaj and Ors.** reported in **2010 (1) C.P.C. 175 = I (2009) CPJ 270 (NC)**.

**(xiii) Dahiben Vs. Arvindbhai Kalyanji Bhanusali (Gajra)**  
**Dead through Legal Representatives and Others**  
reported in **(2020) 7 Supreme Court Cases 366.**

38. The judgments at Sl. No. (i) and (ii) have been cited on the point that manufacturers of vehicles can not be held responsible for the acts and omissions of their dealers / retailers when the relationship between these parties is on a principal-to-principal basis. The case before hand is that of inherent manufacturing defect in the vehicle, hence the manufacturer can not escape from its liability under the garb of any agreement executed between the manufacturer and its dealer. The judgments at Sl. Nos. (iii) to (vii) have been cited on the point that cogent and adequate expert evidence is requires to prove manufacturing defect in the product / vehicle. In the instant case, the documentary evidence available on record, as discussed above, itself prove manufacturing defect in the vehicle beyond any shadow of doubt, hence there is no requirement of any expert evidence. The judgments at Sl. No. (viii) and (v) have been referred on the point that the burden of proving manufacturing defect is on the complainant. There can not be any doubt about the above proposition of law. In the present case, the complainant has duly discharged its burden of proving manufacturing defect in the vehicle, by producing cogent and reliable evidence in that regard. The judgments at Sl. Nos. (vi) and (ix) to (xi) have been pressed into service on the point that the only responsibility of manufacturer of a vehicle is to honour the warranty offered on a vehicle and replace affected components during the period of the warranty. In the instant case, the warranty of the subject vehicle was valid till October, 2025 and in the event of manufacturing defect in the vehicle, the manufacturer can not escape from its liability to compensate the

complainant / consumer. The judgment at Sl. No. (xii) has no application in the present case, for the simple reason that the manufacturing defect in the subject vehicle has not been hold on the basis of the vehicle being taken to the workshop for repairs time and again. The judgment at Sl. No. (xiii) has been cited on the point that the cause of action must not be illusory and the averments in the pleading along with the documents produced in support should disclose a clear and legitimate right to sue. In the case before hand, the complainant has specifically come up with the case of “manufacturing defect” in the vehicle and the averments made in the consumer complaint clearly disclose cause of action having arisen in favour of the complainant, as against the opposite parties. Thus, the judgments cited on behalf of opposite party No. 2 do not provide any assistance to the opposite party No. 2.

39. Learned counsel for opposite party No. 1 cited judgment dated 12.09.2024 rendered by Hon’ble National Commission in **Revision Petition No. 701 of 2022; Tata Motors Ltd. Vs. Harpreet Singh and another**. In the said case, the State Commission has held the manufacturer liable for manufacturing defects in the vehicle in question and the dealer was not held liable. No illegality or material irregularity or jurisdictional error was found in the order of the State Commission, by Hon’ble National Commission. Learned counsel also cited judgment of Hon’ble Apex Court in **Hindustan Motors Ltd. and another Vs. N. Siva Kumar and another**, wherein it was held that dealer can not be held liable for manufacturing defects in the vehicle.

40. Since we have hold that the subject vehicle suffers from inherent manufacturing defect, incapable of being cured and by cutting the chassis of the subject vehicle by the opposite party No. 1 under the instructions / guidelines of the opposite party No. 2, the very foundation of the subject vehicle has been changed / altered, hence in such circumstances, it is the manufacturer – opposite party No. 2, who is liable / responsible to refund the price of the vehicle amounting to Rs. 1,65,61,234/- (which has not been disputed by either of the opposite parties) to the complainant and in the given facts and circumstances of the case, the dealer – opposite party No. 1 is to be exonerated from any liability. Since there has been deficiency in service and unfair trade practice on the part of opposite party No. 2, the complainant is also entitled to interest @7% p.a. on the price of the vehicle from the date of admission of the consumer complaint, i.e., 27.03.2024 till payment. The interest has been awarded from the date of admission of the consumer complaint and not from the date of purchase of the subject vehicle by the complainant, i.e., 21.10.2022, taking into consideration the fact that the complainant has used the vehicle for sufficient duration. In addition to above, the complainant is also entitled to litigation expenses, which is quantified at Rs. 50,000/-.

41. For the reasons aforesaid, consumer complaint is allowed against opposite party No. 2, directing opposite party No. 2 to refund the price of the subject vehicle amounting to Rs. 1,65,61,234/- to the complainant alongwith interest @7% p.a. from the date of admission of the consumer complaint, i.e., 27.03.2024 till payment, besides to pay litigation expenses of Rs. 50,000/-, within a period of one month. The complainant is directed to handover the subject vehicle in question to the opposite party No. 2, within a period of 15 days' and execute

documents, if any, in favour of opposite party No. 2. The opposite party No. 1 is exonerated from any liability.

42. Applications pending stand disposed of in terms of the aforesaid judgment.

43. A copy of this Order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986 / 2019. The Order be uploaded forthwith on the website of the Commission for the perusal of the parties.

44. File be consigned to record room along with a copy of this Order.

**(Ms. Kumkum Rani)**  
**President**

**(Mr. B.S. Manral)**  
**Member**

Pronounced on: 27.04.2026