

Date of Institution : 14.10.2025
 Date of Final Hearing : 15.04.2026
 Date of Pronouncement : 30.04.2026

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
 COMMISSION: KURNOOL**

Present:- Sri Karanam Kishore Kumar, B.A., B.L., President
 And
 Sri N.Narayana Reddy, B.A., B.L., Member

Thursday the 30th day of April, 2026
CONSUMER COMPLAINT No.160/2025

Between:

Mrs. P.Masumbi, W/o Kathal Sab,
 Aged 47 Years, Occupation: Govt Teacher,
 R/o Plot No.119, MSS Balaji Villas,
 Dinnedeverapadu Village,
 Kurnool Mandal and District-518002.

**...COMPLAINANT
 (In Person)**

-VS-

1. M/s Adrsha Automotives Private Limited
 Through its Authorized Person (Service),
 Plot No.68, Sy.No.62/2,
 Dinnedeverapadu, NH-44,
 Kurnool-518002.

**...OPPOSITE PARTY No.1
 (Through: Sri P.Ramanjaneyulu, Advocate)**

2. Maruthi Suzuki India Limited,
 Through its Chief Executive Officer,
 Nelson Mandel Road, Vasanthkunj,
 New Delhi-110070.

**...OPPOSITE PARTY No.2
 (Through: Sri Naveen Kumar, Advocate)**

ORDER

(Per Sri N.Narayana Reddy, Member on behalf of the Bench)
CONSUMER COMPLAINT No.160/2025

1. This complaint is filed under section 35 of the Consumer Protection Act, 2019, praying to direct the opposite parties:-

a. To repair the vehicle engine and deliver it in perfect working condition free of cost.

- b. To reimburse Rs.10,000/- towards towing and incidental expenses.
 - c. To reimburse Rs.10,000/- towards alternate conveyance for medical travel.
 - d. To pay Rs.2,000/- per day towards transportation costs from 27th August until delivery of the repaired vehicle.
 - e. To pay Rs.1,50,000/- as compensation for mental agony, hardship and harassment.
 - f. To pay Rs.10,000/- towards litigation costs.
- And
- g. To grant any such other relief deemed fit in the interest of justice.

2. The case of the complainant in brief runs as follows:- The complainant is a Government Teacher residing at MSS Balaji Villas, Dinnedavarapadu, Kurnool, is the owner of a Maruti Brezza (AP21 BT 2834). Opposite Party No.1 is M/s Adarsha Automotives Private Limited, Kurnool, and Opposite Party No.2 is Maruti Suzuki India Limited, New Delhi.

The complainant regularly availed their services for maintenance of her vehicle. She incurred charges on various occasions, including Rs.1,228/- (24.01.2024), Rs.6,691/- (14.12.2024 PMS), Rs.24/- (29.04.2025), Rs.6,869/- (05.07.2025 PMS), and Rs.1,020/- (10.08.2025). It is alleged that essential checks, particularly coolant inspection/refilling, were not carried out, constituting deficiency in service.

Due to such negligence, the vehicle overheated and broke down near Shadnagar on 26.08.2025. At Sri Jayarama Motors, repairs were done for Rs.1,574/-, and it was opined that the issue was due to insufficient coolant. The complainant also incurred Rs.10,000/- towards towing and Rs.10,000/-

for an alternative vehicle, causing hardship during urgent medical travel for her husband's dialysis.

On 27.08.2025, Opposite Party No.1 shared an estimate of Rs.1,70,000/- and allegedly assured free repair admitting lapse, but later withdrew. Subsequent demands of Rs.20,000/- were made on 07.09.2025 and 22.09.2025 but not pursued after objection. Ultimately, the opposite parties denied liability. The complainant alleges that their negligence caused engine damage, financial loss, and mental agony, amounting to deficiency in service and unfair trade practice. Hence this complaint.

3. Opposite Party No.1 filed its written version contending that the complaint is not maintainable either in law or on facts and that the allegations are false, baseless, and made with an intention to gain wrongfully and damage its reputation. The complainant purchased a Maruti Vitara Brezza (AP21 BT 2834) on 29.04.2017 and serviced it at MSA Motors, Kurnool, till December 2023. Thereafter, the complainant approached Opposite Party No.1 for services on 13.01.2024 (75,604 km), 14.12.2024 (93,737 km), and 05.07.2025 (about 1,10,000 km), and all services were carried out as per manufacturer guidelines.

It is submitted that coolant replacement was not required at 90,000 km and only inspection/top-up was done; major maintenance including coolant replacement is due at around 1,00,000 km, but the complainant failed to present the vehicle at that stage. On 26.08.2025, when the vehicle overheated

near Shadnagar, the complainant was advised to approach Jayarama Motors, where repairs were carried out. Despite continued use, the vehicle again overheated and was later taken to MSA Motors on 29.08.2025, where engine seizure due to overheating was diagnosed.

The vehicle was thereafter brought to Opposite Party No.1, dismantled on request, and an estimate of Rs.1,79,623/- was given. Though initially agreed, the complainant later refused to pay and demanded free repair. Opposite Party No.1 submits that there was no deficiency in service, the breakdown occurred 51 days after the last service, and the complainant failed to act on warning signals, leading to engine damage due to negligence. Hence, it denies liability and seeks dismissal of the complaint.

Opposite Party No.2 contends that the complaint is not maintainable as the vehicle, purchased on 29.04.2017, was out of warranty since 28.04.2019. Its liability is limited to defects within the warranty period (24 months/40,000 km), and no manufacturing defect was reported during that period. The vehicle had run over 1,08,000 km by 03.09.2025; hence, any subsequent defect cannot be attributed to the manufacturer. It is further submitted that the complainant failed to maintain the vehicle properly and that post-warranty issues fall outside its liability. Opposite Party No.2 also states that dealers are independent entities on a principal-to-principal basis, and it is not responsible for their acts. Denying any deficiency in service, it prays for dismissal of the complaint.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A6 are marked. The opposite parties 1 and 2 filed sworn affidavits and Ex.B1 to Ex.B8 are marked on behalf of opposite party No.1 and Ex.B9 and Ex.B10 are marked on behalf of opposite party No.2. Evidence affidavit (RW3) filed on behalf of opposite party No.1.

5. We have perused the available records and written arguments filed by the complainant and opposite party No.1 and heard oral arguments of both sides.

6. Now, the points that arise for consideration are:

- i. Whether there is any deficiency of service on the part of the opposite parties or not?
- ii. Whether the complainant is entitled to the reliefs as prayed for or not?
- iii. If any relief, then to what extent?

7. Points i to iii:- It is an admitted fact that the complainant had been regularly entrusting her vehicle for Periodic Maintenance Services by paying consideration, thereby placing reliance on the professional skill of Opposite Party No.1. Being an authorized service centre, Opposite Party No.1 was duty-bound to carry out essential checks, particularly coolant inspection and replacement, and to maintain transparent service records. However, the service invoices reveal vague and non-specific entries, failing to disclose

whether such essential procedures were undertaken, which amounts to lack of transparency and unfair practice.

To prove his contentions complainant filed Ex.A1 is the Job Card Retail - Tax Invoice (Nos.6), dated 24.01.2024. Ex.A2 is the Whatsapp Messages and E-Mail Correspondence, dated 29.08.2025. Ex.A3 is the Out Patient Record (Morning Clinic) issued by Nizam Institute of Medical Sciences, Hyderabad, dated 10.02.2025. Ex.A4 is the Taxi Bill for an amount of Rs.20,000/-. Ex.A5 is the Proof of Towing Charges Bills, dated 26.08.2025. Ex.A6 is the Certificate Cum Policy Schedule bearing No.98000031250116710522, dated 29.04.2025.

To substantiate their version opposite party No.1 filed Ex.B1 is the Vehicle History bearing No.AP21 BT 2834 dated 7th February. Ex.B2 is the Inspection and Maintenance Schedule. Ex.B3 is the Whatsapp Messages, dated 09.09.2025. Ex.B4 is the E-Mail Correspondence, dated 12.11.2025. Ex.B5 is the Job Card Retail - Tax Invoice, dated 13.01.2024. Ex.B6 is the Job Card Retail - Tax Invoice, dated 14.12.2025. Ex.B7 is the Job Card Retail - Tax Invoice, dated 05.07.2025. B8 is the Service Estimate, dated 05.09.2025. Ex.B9 is the Warranty Policy. Ex.B10 is the Dealership Agreement.

A perusal of Ex.B1 (Vehicle Service History) clearly establishes that the complainant had been regularly servicing her vehicle with Opposite Party No.1 from 11.07.2023 (68,536 KMs), followed by services on 12.01.2024 (75,904 KMs), 24.01.2024 (76,179 KMs), 01.10.2024 (76,192 KMs), 14.12.2024

(93,737 KMs), 29.04.2025 (1,03,335 KMs), 05.07.2025 (1,05,678 KMs) and 10.08.2025 (1,07,162 KMs). This continuous servicing pattern demonstrates that the complainant was diligently adhering to the prescribed maintenance schedule and placing reliance on the expertise of Opposite Party No.1. However, within a short span of about 900 KMs after the last service, the vehicle broke down near Shadnagar due to engine overheating, which prima facie indicates improper or deficient servicing.

As per Ex.B1 (Vehicle Service History), the complainant's vehicle was given for Periodic Maintenance Service (PMS) on 14.12.2024 at an odometer reading of 93,737 kilometers. Subsequently, there is another entry dated 29.04.2025 at 1,03,335 kilometers, reflecting that the vehicle had run 9,598 kilometers since the previous service. The service type is noted as "SC", and the corresponding tax invoice discloses that only minor parts such as Grommet and Air Cleaner were attended to, for which a nominal amount of Rs.20.31 was charged, while the labour charges were shown as "Service Festival Labour - Nil", indicating that no comprehensive PMS was carried out on that occasion.

Thereafter, the vehicle was again given for PMS on 05.07.2025 at 1,05,678 kilometers, which is 11,941 kilometers after the earlier PMS dated 14.12.2024. This sequence of entries clearly establishes that the vehicle was not serviced at 1,10,000 kilometers as contended by Opposite Party No.1. On the contrary, the records demonstrate that the PMS was conducted much earlier, at around 1,05,678 kilometers.

In this context, the contention of Opposite Party No.1 that the coolant replacement was due at 1,00,000 kilometers and that the vehicle was serviced only at 1,10,000 kilometers appears inconsistent with their own service records. The documentary evidence under Exhibit B1, being contemporaneous in nature, carries greater evidentiary value and clearly contradicts the version of Opposite Party No.1, thereby rendering their defence unreliable and untenable.

Significantly, the internal e-mail communication dated 25.11.2025 (Ex.B4) reveals that during the service dated 05.07.2025, though the vehicle had reached the stage of 1,10,000 KMs PMS, the coolant was not replaced and only a top-up was carried out. This stands in contradiction to the subsequent e-mail dated 04.11.2025, wherein the same authority admitted that as per manufacturer norms, coolant replacement is mandatory at 1,00,000 KMs, and attributed the overheating to non-replacement of coolant, resulting in thermostat failure and engine damage. These contradictory stands clearly establish lack of due care and negligence.

The contention of Opposite Party No.1 that the complainant did not approve coolant replacement is unsupported by any documentary proof such as job card endorsement or written refusal. In the absence of such record, it must be held that either proper advice was not given or mandatory service was negligently omitted. Further, the e-mail dated 23.09.2025 stating that only coolant check-up and top-up were done, coupled with the request for engine overhaul within 2 months and 3,500 KMs, strengthens the inference

of defective servicing. The repair carried out by Sri Jayaram Motors Private Limited, Shadnagar (Ex.A1), including replacement of coolant and thermostat components, corroborates that the failure was due to coolant deficiency.

As per Ex.A2, Opposite Party No.1 sent a text message stating that the complainant's vehicle repair was registered under Ref. No.JC25002116, with an estimated delivery time of 29.08.2025 at 17:33 hours and an approximate repair cost of Rs.600/-. Subsequently, on 03.09.2025, another message was issued registering the repair under Ref. No.JC25002890, indicating an estimated delivery time of 01.10.2025 at 18:30 hours with an approximate repair cost of Rs.0/-. These communications clearly establish that the vehicle was in the custody of Opposite Party No.1's workshop from 29.08.2025 and support the complainant's version that an assurance was given by the service personnel to carry out the necessary repairs free of cost.

Further, an SMS dated 29.08.2025 at 10:34 AM shows that the service advisor updated Job Card No.JC25002116 with new findings and acknowledged the complainant's visit to the workshop. However, in contrast, RW3, a mechanic working in the workshop of Opposite Party No.1, deposed in his evidence affidavit that the vehicle was brought to the workshop only on 03.09.2025. This statement is inconsistent with the documentary evidence on record. Likewise, the version put forth by RW2 is also not in consonance with the contemporaneous electronic records.

We relied upon the decision reported in: -

Revision Petition No.1614/2022, the Hon'ble National Consumer Disputes Redressal Commission, New Delhi, Maruti Suzuki India Limited - Vs- Henry D'Souza and two others, decided on 3rd June, 2024, "Wherein it was held that we have carefully gone through the orders of the State Commission, District Commission, other relevant records and rival contentions of the parties, it is evident that the complainant acquired a Maruti Suzuki Celerio vehicle. Upon scrutiny of the job card dated 24.04.2016, it appears that there was an alteration made by OP-3, where references to "engine oil mixed with water for engine o/h" were added, and the date was modified from 28.04.2016 to 29.04.2016, notwithstanding the notation at the top indicating "customer not signed job slip." It is our considered opinion that OP-2 and OP-3 displayed a deficiency in service by neglecting to execute the requisite service on the vehicle and attempted to manipulate the complainant through such modifications without sufficient justification".

"Accordingly, we hold that OP-2 and OP-3 are jointly and severally liable, and are directed to pay the sum of Rs. 4,77,067/- only with interest at 6% per annum from 24.04.2016 until the date of payment. The complainant is directed to return the vehicle to OP-3. OP-2 and OP-3 will bear the cost of transportation of the vehicle from the location of complaint. OP-2 and OP-3 shall comply with this order within 30 days of this order, failing which the amount payable at the end of 30 days shall carry interest at 12% per annum till the date of payment"

These contradictions in the evidence of the officials of Opposite Party No.1 materially affect their credibility and support the complainant's version. The contemporaneous documentary evidence clearly establishes that Opposite Party No.1 had taken custody of the vehicle, acknowledged the defect, and indicated a nominal and subsequently nil repair cost. The breakdown on 26.08.2025 due to overheating, attributed by another authorized service centre to lack of coolant, establishes a direct nexus between negligent servicing and engine damage. The initial assurance of free repair, followed by its withdrawal without justification, constitutes deficiency in service and an unfair trade practice. The contention regarding non-

adherence to the service schedule is unsupported by evidence, whereas the complainant's prompt action reflects due diligence.

The complainant has filed the towing charges bill for Rs.10,000/- and a Tours and Travels bill amounting to Rs.20,000/-. The complainant has further claimed Rs.2,000/- per day towards loss, Rs.1,50,000/- as compensation, and Rs.10,000/- towards litigation costs. In view of the above, this Commission holds that the failure of Opposite Party No.1 to replace the coolant at the prescribed interval, lack of proper documentation, non-transparent billing, and contradictory explanations collectively constitute clear deficiency in service and negligence, thereby making them liable for the resultant damage and for payment of compensation for the mental agony suffered by the complainant. Opposite Party No.2, being the manufacturer cannot be fastened with liability in the absence of any material indicating a manufacturing defect within the warranty period.

8. In the result, the complaint is partly allowed, directing Opposite Party No.1 to repair the vehicle engine free of cost and hand over the same to the complainant in good and roadworthy condition; in the alternative, to pay a sum of Rs.1,79,623/- (Rupees one lakh seventy nine thousand six hundred and twenty three only) towards repair charges. Opposite Party No.1 is further directed to pay a consolidated amount of Rs.1,00,000/- (Rupees One Lakh only) towards towing charges, alternate conveyance, and compensation for mental agony and hardship, along with Rs.5,000/- (Rupees five thousand

only) towards costs of the complaint. The above directions shall be complied within a period of 45 days from the date of receipt of this order, failing which the awarded amount shall carry interest at the rate of 12% per annum from the date of filing of complaint i.e., on 14.10.2025 to till the date of realization. The complaint against opposite party No.2 is dismissed.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 30th day of April, 2026.

**Sd/-
MALE MEMBER**

**Sd/-
PRESIDENT**

APPENDIX OF EVIDENCE
Witnesses Examined

For the complainant:-Nil

For the opposite parties:-Nil

List of exhibits marked for the complainant:-

Ex.No.	Date/Year	Description	Remarks
A1	24.01.2024	Job Card Retail - Tax Invoice (Nos.6).	Self attested photo copy
A2	29.08.2025	Whatsapp Messages and E-Mail Correspondence.	Self attested photo copy
A3	10.02.2025	Out Patient Record (Morning Clinic) issued by Nizam Institute of Medical Sciences, Hyderabad.	Self attested photo copy
A4		Taxi Bill for an amount of Rs.20,000/-.	Original
A5	26.08.2025	Proof of Towing Charges Bills.	Self attested photo copy
A6	29.04.2025	Certificate Cum Policy Schedule bearing No.98000031250116710522.	Self attested photo copy

List of exhibits marked for the opposite parties 1 and 2:-

Ex.No.	Date/Year	Description	Remarks
B1	07.02.	Vehicle History bearing No.AP21BT 2834.	Self attested photo copy
B2		Inspection and Maintenance Schedule.	Self attested photo copy
B3	09.09.2025	Whatsapp Messages.	Self attested photo copy
B4	12.11.2025	E-Mail Correspondence.	Self attested photo copy

B5	13.01.2024	Job Card Retail - Tax Invoice.	Self attested photo copy
B6	14.12.2025	Job Card Retail - Tax Invoice.	Self attested photo copy
B7	05.07.2025	Job Card Retail - Tax Invoice.	Self attested photo copy
B8	05.09.2025	Service Estimate.	Self attested photo copy
B9		Warranty Policy.	Photo copy
B10		Dealership Agreement.	Photo copy

Sd/-
MALE MEMBER

Sd/-
PRESIDENT

Pronounced on:- **30.04.2026**

Copy to:-

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and Opposite parties on :