

Date of Filing: 04.03.2025

Date of Order: 18.04.2026

**BEFORE THE BANGALORE I ADDITIONAL DISTRICT
CONSUMER DISPUTES REDRESSAL COMMISSION
SHANTHINAGAR BANGALORE - 27.**

CONSUMER COMPLAINT NO.199/2025

DATED ON THIS THE 18th APRIL 2026

PRESENT

Sri.Syed Anser Kaleem, B.Sc., B.Ed., LL.B., PRESIDENT

Smt.Sharavathi S.M, B.A, LL.B., MEMBER

Smt. Jyothi. N. B.A., LL.B., LL.M., MEMBER

COMPLAINANT : 1 Mr.Ganesh J
S/o.Jaganath Reddy,
No.25, Vaishnavi Layout,
2nd Main, 5th Cross, Uttarahalli,
Bengaluru-560061.

Party in Person

Vs

OPPOSITE PARTY/S: 1 Sai Motors,
No.1034/24 & 103/24,
Puttenahalli, JP Nagar 7th Phase,
Bengaluru-560078 Karnataka
Represented by Sri.Rajan
Managing Director

2 Sai Motor,
No.218 100ft Ring Road,
BSK 3rd Stage, 3rd Phase, 2nd Block,
Bengaluru - 560085
Represented by Sri.Rajan
Managing Director

Jyothi. N

3 Hero MotoCorp Ltd,
Karnataka Zonal office,
No.Skav-909, Lavelle Building
Richmond Road, Shanthala Nagar,
Ashoknagar, Bengaluru-560025
Karnataka

Adv: Sri.Lakshmith G

Nature of complaint	Deficiency in service
Date of filing of complaint	04.03.2025
Date of Issue of Notice	08.04.2025
Date of Order	18.04.2026
Duration of Proceeding	01 Year 01 Month 15 Days

ORDERS BY SMT. JYOTHI.N. MEMBER

1. That the complainant has filed this complaint U/s. 35 of the Consumer Protection Act, 2019 alleging deficiency in service against the Opposite Parties (herein referred in short as OPs) alleging deficiency of service and thereon prays for direction to the OPs to refund a sum of Rs.1,21,591/- along with interest at the rate of 2% p.m and further, to direct the OP to pay sum of Rs.5,00,000/- towards mental agony, inconvenience and Rs.20,000 towards litigation expenses and to grant such other reliefs as this Commission deems fit to grant under the facts and circumstances.

2. The brief facts of the complaint is that: the complainant purchased an 2 Wheeler motor vehicle belongs to Hero MotorCorp having branded Xtreme 125 'R' from one

Jyothi.N

its dealer Sai Motors being first OP in the above petition, The details of the vehicle as follows:

Vehicle registration Number: KA-05 QD-0846

Chassis Number: MBLJAW440RGF07974

Engine Number: JA07AVRGF13531

3. The complainant stated that, on 08.07.2024 from the date of purchase (01.07.2024) the vehicle is frequently turning off the engine while running in the road. It is stated that, on 08.07.2024 the complainant reported the said issue to the dealer Sai Motors to the repair of said issue of turning off engine of the vehicle. It is stated that the said dealer inspected the vehicle and not rectified the issue as per the complaint, which was also reported by the complainant through mail on 10.07.2024. It is stated that, the said same issue in the vehicle was frequently occurring that is turning off engine while running in the road. Hence, complainant stated that he was again reported to Hero Motor Corp to its customer care for which complainant did not got the response for the same.

4. The complainant stated that, on 16.07.2024, thereafter the complainant contacted "SERVICE TSM" and complained about the same defect in the vehicle, who invited to the complainant to attend in person and report along with the Vehicle to the head branch Sai Motors being second OP herein.

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5. The complainant stated that, on 16.07.2024 the complainant visited the said branch on the same day and delivered the vehicle for repair who inspected and delivered the vehicle back on the same day at evening with some minor repair to the vehicle. The complainant stated that on 22.07.2024, subsequently after the above repair from the head branch of Sai Motors the complainant used the vehicle but the same trouble still continued till today in the vehicle wherein the trouble being turning off, while riding on the road, "which being a main issue on apparent face of record that it is a dangerous symptoms to the complainant life itself" which may cause through accident while riding in the said vehicle.

6. It is stated that despite over 10 visits to the service center and replacement multiple components (throttle body, clutch plates, clutch adapter switch, clutch lever, completer wiring kit, key set, fuel pump, fuel injector, air filter). The throttle body was replaced twice, once with special unit form Haryana Hero Moto Corp Head office after an inspection Hero Moto Corp R & D member Mr.Ashish.

7. It is further states that complainant had also previously registered his grievance before National Consumer forum through consumerhelpline.gov.in portal through online on 01.01.2025 who also brought to the knowledge of the OP No.1 & 2 and awaited for their replay for same from the OP

Jyoti N

No.1 & 2, but did not receive any response from them, which apparently on face of records shows negligence in their part of commitment and service on their part. Hence, this complaint.

8. Upon admission of complaint and on issuance of notice, OP 3 appeared thorough his counsel and filed version and OP 1 & 2 filed memo to adopt the version of OP No.3.

9. In the version of OPs, It is contended the OP No. 3 is the manufacturer of the vehicle in the present complaint and OP No.1 and 2 are authorized dealers and service partners of OP No.3. OP No.3 is the largest two-wheeler manufacturer in the world. It enjoys the peak position in the global market in two-wheeler sales. That even in India also, the OP No.2 is the largest two-wheeler manufacturer and seller. That the OP No.2, has won many awards, both globally and nationally for its two wheelers. That it would not be out of place to mention here that it has gathered all the accolades only by providing quality sales and after sales services.

10. It is contended that the Authorized Dealers so appointed by the OP No.3 will purchase the two wheelers from the OP no.3 on a cash and carry basis. The authorized dealers place the order with the OP No.3 who then sell the vehicles to the authorized dealers. It is hereby submitted that the opposite parties No.1 and 2 are not agents of the OP

Jyothi N

No.3 by virtue of the authorized dealership. The OP no.3 provides warranty coverage on its two-wheelers subject to strict adherence to specified terms and conditions. The terms and conditions of the warranty policy have to be followed strictly, failing which the warranty becomes void.

11. It is contended that the authorized team of OP No.1 had inspected the vehicle along with conducting a test ride wherein the issue that was raised in the complaint was not found. The information therein was communicated to the complainant. It is contended that following the complainant's escalation, OP No.1, in coordination with the Territory Sales Manager (TSM) and Area Sales Manager (ASM) of Hero MotoCorp (OP No.3), maintained continuous communication with the complainant to resolve the matter.

12. It is contended that the TSM personally met the complainant and conducted a thorough vehicle inspection. Subsequently, the TSM and complainant undertook a joint test drive covering 12 kilometers, during which the alleged defect could not be observed or reproduced. It is contended that the issue/defect complained did not occur while in any of the test rides conducted by the OP No.1. Further it is submitted that for the purpose of customer satisfaction, the OP No.1 had the throttle body, injector, clutch switch and lever, wiring harness, and fuel pump replaced in the vehicle in question. The replaced components are considered as a

Jyoti N

key system considering the intermittent issues faced by the complainant. Furthermore, the claims of the vehicle turning off 1000 times could not observe throughout the multiple test-rides conducted by the authorized personnel of OP No.1

13. It is contended that while the complainant escalated this matter to the National Consumer Forum, the Hero MotoCorp team maintained continuous communication with the complainant and repeatedly requested additional joint test rides to verify and resolve the issue. It is specifically submitted that communications were primarily conducted thorough the complainant's brother acting as representative, and that the complainant's made inappropriate personal and unprofessional comments directed at the TSM and exhibited unprofessional behavior during interactions with the TSM. This OP No.3 most humbly prays that this Hon'ble District Forum may be pleased to dismiss this complainant.

14. On the basis of available pleadings and the evidence placed on record, the following points will do arise for our consideration.

- i) Whether the Complainant proves that, the vehicle while running on the road on the engine switch off and on multiple times OP fails to resolve the issue of the vehicle and thereby and the OPs are committed deficiency in service?**

Jyoti N

ii) Whether the Complainant is entitled for the relief sought?

iii) What Order?

15. We have heard the arguments of both the parties and our answer to the above points are as under:

- Point No.(i) : In the Affirmative**
Point No.(ii) : In the Affirmative
Point No.(iii) : As per the final orders

REASONS:

16. Point No.(i) and (ii):- These two points are interlinked to each other and thereon these points taken up together for common discussion in order to avoid repetition for the sake of brevity and convenience.

17. On perusing the complaint averments and the evidence placed on the record, it is the specific case of the complainant is that, the complainant purchased the subject bike from OP No.1 & 3 is manufacturer. It is alleged that the complainant, since the date of purchase the subject vehicle begins to malfunction and the engine of the vehicle is defective, many job cards of 17 in numbers within 6 months form the date of purchase of the said vehicle problems not resolved till date. It is further stated that out of 17 times of job cards, complainant approached 13 times for engine problem alone.

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Even after 13 attempts as per job card there is no need to appoint any expert as a Consumer Protection Act not adheres to the strict principles of evidence act. The complainant also submits that OPs are expert they themselves not resolved the issues hence there is no third party expert required. Addition to it capturing of the event of issue of the bike is been recorded in pendrive submitted as evidence to the court.

18. Now the crux of the matter is to consider the complainant got repair by the OP with the several job cards has been submitted to the court by complainant dated 22.07.2024 to 01.03.2025 despite over 10 visits to the service center and replacement multiple components (throttle body, clutch plates, clutch adapter switch, clutch lever, completer wiring kit, key set, fuel pump, fuel injector, air filter) the throttle body was replaced twice, once with the special unit from Haryana Hero Moto Corp Head office after an inspection by Hero Motor Corp R & D members Ms.Ashish. Despite of resolution for resolving the issue of turning of engine while riding on the road was not solved the problem.

19. On the perusing the documentary evidence produced by the complainant the Ex.P-2 copy of invoice dated 30.06.2024 and photographs as per the Ex.P-1 reveals that, photographs associate documents for purchase of new vehicle and also produced Ex.P-6 shows the job cards dates and kilometers. Further the Ex.P-8 the correspondence between complainant

Jyoti-N

and OPs for repair of default of the vehicle turning off engine while riding on the road. But the OPs have contended that, the terms and condition of the warranty coverage on the two wheelers is subjected to adherence to specify terms and conditions failing which the warranty become void. The warranty policy of OP No.3 does not provide for vehicle replacement or refund under any circumstances. No consumer is entitle to replacement or refund of their vehicle under warranty terms. The TSM personally met the complainant and conducted a thorough vehicle inspection and undertook a joint test drive covering 12 kilometers, during which alleged defect could not be observed or reproduced.

20. The OP has admission of fault in Para 16 of affidavit filed by OP No.1, 2 and 3, that vehicle turned of 2 times during 40 km test ride. If vehicle turns off 2 times for 40 km that is for 13,000 km of ride vehicle had turned off more than 650 times. This is the cleared admission of manufacturing defect. Once such an admission is on record, no further expert opinion is required U/s 38 (2) (c) of CPA, the defects stands established through the OPs on documents produced and it is cogent evidence. Therefore, the OPs job cards act as admissions showing that the product was defective and service was deficient. Hence, complainant had proved the deficiency of service on part of OPs. Under the circumstances, on looking into the facts of

Jyothi. N

the case in the attendant circumstances, that the complainant purchase the vehicle on 20.08.2024 for an amount of Rs.98,709/- and the complaint is filed on 04.03.2025, hence to keep the balance of justice between the parties, OP No.1 to 3 are jointly and severally liable to refund the amount by deducting 10% depreciation of the subject vehicle and to pay a sum of Rs.88,000/- to the complainant by receiving back the subject vehicle it will meets the ends of justice. Accordingly, we have answered ***Point No.(i) & (ii) in the Affirmative.***

21. Point No.(iii): on the basis of the reasons assigned while answering the Point No. (i) & (ii), we proceed to pass the following:

ORDER

- (i) The complaint filed by the complainant is hereby allowed with cost.**
- (ii) That the OP No.1 & 2 i.e., Sai Motors and OP No.3 i.e., Hero Motor Corp Ltd, Karnataka Zonal office, Bangalore are hereby directed to refund the amount Rs.88,000/- to the complainant within 30 days from the date of receipt of order.**
- (iii) Further OP No.1 to 3 are directed to pay a sum of Rs.2000/- towards cost of proceedings to the complainant.**

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- (iv) Complainant is directed to return the vehicle to OPs No.1 & 2 and dealers are at liberty to return the vehicle to the OP No.3 subsequent to refund of the amount.
- (v) Further complainant and OP are directed to submit compliance report within 45 days.
- (vi) Send a copy of this order to both parties free of cost.

(Dictated to the Stenographer transcribed, typed by her, corrected by us and then pronounced in Open Commission on this the 18th day of April 2026)

Shanavathi S.M.

MEMBER

18.04.2026

Jyothi N
18/4/2026

MEMBER

[Signature]
18/4

PRESIDENT

:: ANNEXURE ::**Witness examine on behalf of the complainant by way of affidavit.****Sri.Ganesh J-** who being the complainant filed the affidavit.**Copies of documents produced by the complainant:**

1.	Ex. P-1	Bike photo
2.	Ex. P-2	Tax invoice of Sai Motors
3.	Ex. P-3	Payment Details - Cheque/DD/RTGS
4.	Ex. P-4	Insurance
5.	Ex. P-5	RC card photo
6.	Ex. P-6	Job card of vehicle service
7.	Ex. P-7	Copy of Service History
8.	Ex. P-8	Whatsapp Communication
9.	Ex. P-9	E-mail communication regarding vehicle running issues.

Witness examine on behalf of the OPs by way of affidavit.**Sri.Manjunath S Bagoor-** who being the Teritorial Manager representative of OP by way of affidavit.**Copies of documents produced by the OPs:**

1.	Ex. R-1	Letter of Authority of Mr.Manjunath S Bagoor
2.	Ex. R-2	Job card of Sai Motors
3.	Ex. R-3	Vehicle history card
4.	Ex. R-4	Letter of Authority of Mr.Aravelli Naveer Kumar

Shenavathi S.M.

MEMBER

18.04.2026

BJS

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MEMBER

18/4/2026


PRESIDENT

18/4

