

District Consumer Disputes Redressal Commission-I (North District)

[Govt. of NCT of Delhi]

Ground Floor, Court Annexe -2 Building, Tis Hazari Court Complex, Delhi- 110054

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Consumer Complaint No.: DC/80/RBT/CC/54/2024

[DCDRC-NW Consumer Complaint No.: 394/2024]

In the matter of

Anshul Jindal

S/o Sh. Rajesh Kumar,

R/o House No.: 2371/ T-18, Bawana Road, Narela,

North West Delhi

New Delhi-110040

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Complainant

VERSUS

MG Motors India Pvt Ltd.

Through its CEO/ MD/ Manager

AT: 10th Floor, 32nd Avenue, Saini Khara Village

Sector 15, Gurugram, Haryana

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Opposite Party No.1

MG Motor Gitansh Motors Pvt Ltd.

Through its Manager/ MD/ CEO

J Agadhari Road, Ambala Cantt.

Adjoining Elegant Honda

Ambala, Haryana.

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Opposite Party No.2

ORDER

08.05.2026

(Divya Jyoti Jaipurjar)

1. The Complainant herein is the owner of the vehicle bearing registration number DL 11 CD 4839 (model MG Motor ZS Astro VTI-Tech CVT Sharp)

which was manufactured by M/s MG Motors India Pvt Ltd. (OP-1 herein). The said vehicle was purchased from M/s MG Motor Gitansh Motors Pvt Ltd. (OP-2 herein) on 26.10.2022 for a sum of Rs. 18,23,228/-. The said vehicle developed certain defects. More specifically, when the Complainant was driving the car from Delhi towards Dehradun on the highway on 05.05.2023, one of the tyres got punctured but the Tyre Pressure Monitoring Sensor (TPMS) did not work and did not show the indication of low tyre pressure on the screen panel of the car. When the car was taken to the service centre at Delhi, it was found that the out of four TPMS, three TPMS were defective and not working. The defective TPMS were changed by the OPs after charging a sum of Rs. 3,000/- from Complainant despite the fact that the car was under warranty.

2. The Complainant further alleges that the car was serviced by the OPs on 03.06.2023 before he planned to take the car on a long trip to Uttarakhand. The Complainant drove the car to Gangotri Dham in Uttarakhand on 04.06.2023 and parked the car in the night somewhere in Gangotri Dham. The next morning on 05.06.2023, when the Complainant attempted to start the car, it did not start and the car display monitor displayed “ESCL (Electronic Steering Column Lock) Fault”. The said fault indicates a failure in the anti-theft steering lock mechanism, which often prevents the car from starting. The Complainant made a call to the customer care of OP-1, which directed the Complainant to the Service Centre of OP-1 at Dehradun. The customer care executive, as the Complainant alleges, suggested some on-call instructions which got the car started. The Complainant, also states that on the instruction of the Customer Care Executive, he drove the car towards the service centre of OP-1 at Dehradun. It is also the case of the Complainant that the steering of the car got jammed on the route and the car met with an accident. Once the accident was reported to the OP-1 and assistance was sought from them, OP-1 took more than 10 hours to send its technician to the accident site and took the car to the service

centre of the OP-1 at Dehradun. The car is still lying at the said service centre of OP-1 at Dehradun.

3. The Complainant also alleges that when the technician visited the accident site to pick up the accidental car, he requested for a loaner car. The technician demanded a sum of Rs. 10,000/- for the loaner car, which Complainant did not pay. As a result, the technician did not provide any loaner car to the Complainant and Complainant was left stranded at the accidental site with his accompanying family members including minor children.

4. It is also the case of the Complainant that a legal notice was sent by his Advocate to the OPs on 21.06.2023, which remained unanswered. He, thereafter, filed this complaint seeking following relief:

“PRAYER: It is, therefore, prayed to this Hon'ble Commission may kindly be direct the opposite party:

1. Direct the opposite party no. 1 to take back the manufacturing defective car and release the purchasing amount of Rs. 18,23,228 along with interest @ 18% p.a. from the date of filing the present complaint till the date of realization

2. To pay compensation to the tune of Rs20,00,000/-(Twenty Lakhs) from the opposite party causing a lot of physical and mental harassment pain and agony etc. as mentioned in complaint

3. To penalised and fined to the opposite party no.1 and 3 Rs. 5,00,000/- each for making and delivering the manufacturing defective car to the complainant and deficiency in service

4. To pay litigation cost of Rs. 75,000/- for dragging in the court of law/contest the case

5. Any other and further order in favour of complainant and against the opposite parties in the interest of justice.”

5. We had issued notice to the opposite parties and both the OPs filed their respective written statements. Thereafter, the Complainant filed the rejoinder which was followed by filing of evidences and written arguments by all parties.

6. In its reply, OP-1 manufacturer has admitted the fact that the call centre of OP-1 received a call from the Complainant on 05.06.2023 regarding a “glowing light” on the car panel. It is also stated by the OP-1 that the Complainant was “duly advised” to report the car to the nearest service centre. Although the OP-1 has denied any knowledge about the lock of the steering wheel while driving of the car to Dehradoon, it is admitted by the OP-1 that the said car was towed by the workshop at Dehradoon. It is also pleaded by the OP-1 that the Complainant never gave any approval for thorough examination of the vehicle. In support of the said argument, the OP-1 has relied on the emails sent by the workshop of OP-1 at Dehradoon.

7. Perusal of these emails, which are annexed with the reply of the OP-1, it is found that the workshop was seeking approval from the Complainant about initiating insurance claim process to conduct repair of the vehicle in question. The workshop never sought approval for conducting thorough examination of the vehicle as alleged by the OP-1 in its reply and evidence.

8. OP-2 in its reply has primarily stated that the vehicle was sold by OP-2, and the Complainant has not pleaded any deficiency of service on part of OP-2. It has also been pleaded by OP-2 that in case of any alleged manufacturing defect in the car, the responsibility lies with the OP-1 manufacturer and not with OP-2 dealer.

9. The Complainant has filed rejoinders to respective replies of the OPs. We have gone through the pleadings by the parties, document filed by parties, and

their respective evidences. We have also heard the arguments led by Ld. Advocates representing all parties.

10. During argument, it was pointed out by Ld. Advocate for the Complainant that he had also purchased “MG Shield Warranty Extension” and “MG Shield RSA (Road Side Assistance) Extension” plans, as offered by OP-1 herein, which were valid from 27.10.2022 to 27.10.2027. It is also argued that although the said vehicle was under warranty, the OPs failed to conduct free warranty repairs when the vehicle was presented at its Jahangirpuri service centre with the complaint of defective TMPS. It is also argued that when the OP-1 was reported about the ESCL fault, no on-site assistance was provided by the OP-1 to the Complainant. Admittedly, the Complainant was advised to bring the car to the nearest service centre. Ld. Advocate for the OP-1 argued that had the OP-1 provided on-site assistance when the ESCL fault was reported, the vehicle would not have met with an accident. The insistence on part of the OP-1 to bring the vehicle to the nearest service centre the cause of the accident as during the vehicle was driven the steering got locked and jammed causing accident. Not honouring the warranty and road side assistance is a deficiency of service which has caused accident of the vehicle.

11. Ld. Advocates for the OPs have argued that the Complainant has alleged manufacturing defects in the car in question, but he has not filed any report of an expert as the vehicle has never been examined by an expert. Hence, the allegations of manufacturing defects in the vehicle cannot be ascertained.

12. It is indeed a fact that the vehicle in question was not examined by a technical expert. However, it is also a fact that the vehicle reported TMPS and ESCL faults at different times. Both these faults cannot be attributed to the issues in driving of the car. These defects point towards instrumental and software failure in the electronic system of the vehicle in question. Mechanical

and electronic failures cannot be attributed to driving style of the driver of vehicle.

13. It is also a fact that the OP-1 has not, admittedly, examined the car in question although the said car is lying in the workshop of OP-1 at Dehradun. Had OP-1 examined the car to ascertain the reason for malfunctioning of the TMPS and/ or ESCL faults, the OP-1 would have been in a better position to point out the exact cause for the accident. However, despite having the vehicle in its workshop, the OP-1 has not examined the vehicle in question on the false pretext that the Complainant had not allowed thorough examination of the vehicle. As a matter of fact, the OP-1 or its workshop had never sought permission from the Complainant for thorough examination of the vehicle, but have previously sought permission to initiate insurance claim process for repair of the vehicle.

14. Hence, we are of the opinion that opposite parties, particularly OP-1 did not provide reasonable services to the Complainant. OP-1 has failed not only in addressing the defects in the vehicle in question as reported to it by the Complainant, but has also failed to honour the warranty and road side assistance services to the Complainant when required. It is also a fact that the defects in the vehicle are electronic and mechanical in nature, which cannot be attributed to the driving style or habit of the driver/ user of the vehicle. Hence, although there is no independent technical report available with this Commission to establish manufacturing defect in the car in question, the defects so alleged by the Complainant are in the nature of manufacturing defect. Hence, we are of the opinion that there exists manufacturing defect in the car in question and also that the OP-1 has failed to provide necessary services under its warranty and road side assistance plans to the Complainant.

15. Accordingly, for the reasons explained above, we hold that OP-1 is responsible for the deficiency of service as well as for selling the vehicle having manufacturing defects.

16. Although the vehicle was sold through OP-2, as there is no role of OP-2 in manufacturing of the vehicle in question, we cannot fix liability of OP-2 with respect to quality of the vehicle in question.

17. At this stage, we would also like to record that the vehicle in question is lying at Dehradun workshop of the OP-1 since 05.06.2023 without being repaired. It is almost three years since the vehicle in question is lying without being repaired. The vehicle, left in workshop without being repaired, must have developed irreparable defects. Hence, directing the OP-1 to repair the vehicle and returning it to the Complainant in road-worthy condition would not be a practical solution.

18. Therefore, while holding OP-1 responsible for the deficiency of service as well as for selling the vehicle having manufacturing defects we direct as under:

- i. OP-1 is directed to refund the purchase value of the vehicle in question i.e. Rs. 18,23,228/- to the Complainant along with an interest @ 7% PA since the date of filing of this complaint. i.e. 26.07.2023 within a period of four weeks from the date of receipt of this order. The said vehicle in question shall remain in possession of the OP-1, which shall be at liberty to dispose of the vehicle in question.
- ii. OP-1 is also directed to pay a sum of Rs. 4,00,000/- on account of compensation and litigation expenses to the Complainant within a period of four weeks from the date of receipt of this order.

iii. In view of the fact that the vehicle will remain in possession of the OP-1, Complainant, after receiving the payments from the OP-1, shall extend all support to the OP-1 or to its agent for getting the registration of vehicle cancelled/ transferred. Complainant is also directed to provide all necessary No-Objection Certificates (NOCs) from including from the financier of the vehicle, if any to the OP-1 at the time of cancellation/ transfer of the ownership of the vehicle in question.

19. It is clarified that if the said payments as directed in previous paragraph are not made by the OP-1 within the stipulated time, the OP-1 shall be liable to pay interest @ 9% PA on the entire sum payable at the end the period of four weeks from the date of receipt of this order.

20. With above directions, the complaint is disposed of. Office is directed to supply the copy of this order to the parties in accordance with rules. Thereafter, file be consigned to the record room.

Divya Jyoti Jaipurkar, President

Ashwani Kumar Mehta, Member