

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION KANGRA AT DHARAMSHALA, H.P.**

Date of Institution: 04.07.2024
Date of final hearing: 29.05.2026
Date of Pronouncement: 02.06.2026

Consumer Complaint No.-318/2024

IN THE MATTER OF

Dr. Krishan Lal Kapoor S/o Sh. Rattan Chand Kapoor, Opposite
HPSEBL Rest House Lohna, P.O. Bundla Tea Estate, Tehsil Palampur,
District Kangra, H.P.

.....Complainant

Versus

1. JKR Motors Pvt. Ltd., Through its General Manager, NH-20
Ghurkari, Kangra, District Kangra, H.P.

2. Tata Motors Ltd., Through its Chairman, 24, Bombay House, Homi
Modi Street, Mumbai – 400001.

.....Opposite Party(s)

CORAM:

President: Mr. Hemanshu Mishra
Members: Ms. Arti Sood & Sh. Narayan Thakur

Present:- Ms. Priyanka Bhatt, Ld. counsel for complainant.
Mr. Vaibhav Katoch, Ld. counsel for opposite party No.1.
Ms. Baljeet Kaur, Ld. counsel for opposite party No.2.

PER: Mr. Hemanshu Mishra, President:-

ORDER

Facts giving rise to filing of this complaint are that the complainant booked a Tata Harrier XZA+ Dark Edition (SUV) by paying a booking amount of Rs.50,000/- via Google Pay to Opposite Party No.1 on 02-04-2024. The total consideration paid for the vehicle was Rs.21,40,775/-. The vehicle, bearing Engine No.46343841-4172484 and Chassis No. MAT631584NPD62221 was delivered by OP No.1 on 10-05-2022 and subsequently registered with the RLA office Jaisinghpur under registration number HP-56C-7222 on 07-06-2022. According to the complainant, within the first 1000 kilometers of driving, the vehicle began experiencing

prominent knocking sounds and regular vibrations in the steering assembly. Upon reporting this to OP No.1, the complainant was informed that there was a structural defect in the steering assembly. Consequently, on 30-05-2022, the opposite parties replaced the entire power steering assembly free of cost. In October 2022, while driving on a highway towards Chandigarh where speeds exceeded 80 km/h, the identical problem of intense knocking sounds and steering vibrations resurfaced. The vehicle was repeatedly brought in for routine checks and periodic paid services.

2. It is further pleaded that First Timing Belt Failure was occurred on 26-08-2023. The vehicle came to a sudden standstill on the highway between Hamirpur and Sujapur. Despite registering a request for roadside assistance, the complainant and his family were stranded for 6 hours before the vehicle was towed to NG Automobiles. It took 15 days to replace the timing belt and its assembly. The complainant points out that a timing belt is a vital engine component that normally lasts between 90,000 to 1,00,000 kilometers. Second Timing Belt Failure on occurred on 27-03-2024 after running a total of only 26,711 KM and despite the complainant purchasing an extended warranty for 3 years for Rs.30,000/- on 06-11-2023, the vehicle again ground to a sudden standstill near Palampur due to an identical failure of the timing belt assembly. The vehicle was towed the following morning and returned only on 09-04-2024. Aggrieved by the recurring breakdown of vital mechanical components in a high-value SUV within a low mileage span, the complainant sent an email on 26-04-2024 alleging inherent manufacturing defects and demanding replacement or a refund, which the OPs failed to do. Alleging deficiency in the service on the part of opposite party(s), the complainant has filed the present complaint.

3. Upon notice, opposite party No.1 appeared through counsel and contested the complaint by filing reply. The OP No.1 admits that the Complainant purchased a SUV, specifically a Tata Harrier XZA+ Dark Edition. The OP admits that the vehicle's steering

assembly was replaced under warranty because the Complainant faced issues, thereby resolving the grievance free of cost. The OP denies allegations regarding a persistent knocking sound or steering wheel vibrations. Service records dated 14-10-2022 show that the Complainant raised no such complaints at that time. The OP denies that the timing belt breakage constitutes a manufacturing defect. The OP states that timing belt wear and breakage are highly influenced by driving manners. However, since the vehicle was under warranty, the belt was replaced completely free of cost as per warranty policy. The OP admits to receiving information regarding a vehicle breakdown. The vehicle was towed to the service center, repaired, and serviced to the complete satisfaction of the Complainant free of cost. The Complainant has already driven the vehicle for more than 30,000 kms over a span of more than 2 years, which directly refutes the claim of an inherent manufacturing defect.

4. The opposite party No.2 also filed separate reply. It is submitted that on 30.05.2022 (at 1,597 kms), Complainant reported a grind noise in the steering. Service engineers replaced the steering gear assembly (rack and pinion), steering pump, and connected pipes under warranty. No subsequent steering noise was reported. On 14.10.2022, Vehicle brought for 2nd scheduled service. Complainant reported steering vibration at high speeds. It was diagnosed as a wheel balancing issue caused by on-road conditions (wear-and-tear item) and resolved. On 28.08.2023 (at 18,469 KMs), vehicle broke down near Sujampur. It was towed free of cost by NG Automobiles, Hamirpur. A cracked timing belt was discovered, replaced under warranty and the vehicle was delivered to the complainant's home. Further, on 31.10.2023 & 31.01.2024 (at 26,711 kms), routine scheduled services rendered; a wiper blade noise issue was resolved by replacing the blade under warranty. On 27.03.2024, Vehicle broke down near Kandwari. The timing belt had jumped/disturbed. As a precautionary measure, the service team replaced the timing belt, belt stretcher, crankshaft gear, timing covers, and driving pulley under warranty. As of 12.06.2024, the

vehicle had covered 30,790 kms within approximately 25 months, which disproves any inherent manufacturing defect.

5. The complainant has filed rejoinder denying the contents of the reply filed by opposite party(s) and reiterating those of complaint.

6. The parties were called upon to produce their evidence in support of their contentions and accordingly the parties have adduced their respective evidence.

7. We have heard learned counsel for the parties and also gone through the case file carefully.

8. We have heard the learned counsel for the parties and meticulously examined the evidence on record. The undisputed facts are that the Complainant purchased a high-value SUV, specifically a Tata Harrier XZA+ Dark Edition, for a total consideration of Rs. 21,40,775/-, which was delivered on 10-05-2022.

9. It is also an admitted position that the vehicle experienced major mechanical breakdowns early in its operational life, necessitating the replacement of the entire power steering gear assembly, steering pump, and connected pipes within the first 1,597 kilometers (on 30-05-2022) under warranty. Subsequently, the vehicle suffered two catastrophic mechanical breakdowns on highways due to timing belt failures—first on 26-08-2023 (at 18,469 KMs) and second on 27-03-2024 (at 26,711 KMs).

10. The pivotal question for consideration before this Commission is whether the vehicle suffers from an inherent manufacturing defect, or whether the breakdowns are attributable to normal wear-and-tear and driving habits, as contended by the Opposite Parties (OPs).

11. To resolve this technical issue, this Commission places heavy reliance on the expert report and opinion of Mr. Gaurav Singh, a qualified Mechanical Engineer and a Mercedes Benz Certified

Trainer. It is a settled principle of law that where complex technical disputes arise regarding automotive machinery, the opinion of a qualified independent expert must be given considerable credence unless it is rebutted by cogent evidence. The OPs have failed to produce any expert evidence in rebuttal of equal stature to counter his findings, despite being given ample opportunity.

12. A perusal of the expert report reveals the following alarming technical realities:

Premature Failures: Within a brief span of less than 30,000 kilometers, this brand-new vehicle required a complete replacement of the power steering gear assembly within the first 1,000 kilometers and subsequently suffered two successive timing belt failures.

The Nature of a Timing Belt: The expert has clarified that a timing belt is a vital internal engine component designed to last between 90,000 to 1,00,000 kilometers under normal circumstances. Exploding the myth averred by the OPs, the expert explicitly stated that timing belt wear and tear does not depend on driving skills or road conditions.

The Root Cause (Inherent Defect): Following the second failure, and after about 1,000 kilometers from the second timing belt change, the vehicle was examined and inspected by TATA Motors at the workshop of OP No. 1 (JKR Motors, Kangra) between 1st May and 5th May 2024. It was revealed through an email dated 11th May 2024 (Annexure IX) that the timing bracket assembly was misaligned. The expert further concluded that this structural misalignment within the engine block was causing the repeated, premature destruction of the timing belt assembly.

13. The expert has rightly emphasized that a sudden timing belt failure on a highway causes the vehicle to grind to an immediate, unmanageable halt. At high speeds, this not only causes

extensive, irreversible internal engine damage but also poses a severe, life-threatening hazard to the occupants of the vehicle and other commuters.

14. The defence of the OPs that they repaired the vehicle free of cost under warranty and that the vehicle has run over 30,000 kilometres does not absolve them of liability. Though the opposite party admitted that the timing belt had jumped/disturbed, and that the Opposite Party's service team replaced the timing belt, belt stretcher, crankshaft gear, timing covers, and driving pulley under warranty as a precautionary measure, this does not mitigate the underlying issue. Forcing a consumer who spent over Rs. 21 Lakhs to suffer repeated, dangerous breakdowns on highways, leaving his family stranded for hours, and subjecting him to the perpetual fear of an accident due to a misaligned internal assembly constitutes a glaring deficiency in service and an unfair trade practice. A consumer buys a premium vehicle for comfort and safety, not to make repeated trips to the repair workshop.

15. The fact that the vital timing belt assembly failed twice within 26,000 kilometres, coupled with the authorized service station's own admission of a "misaligned timing bracket assembly," provides an inescapable conclusion. Consequently, relying upon the expert opinion, we hold that the vehicle suffers from an inherent manufacturing defect. Therefore, the complainant cannot be compelled to keep a structurally defective and potentially life-threatening vehicle

16. In view of the detailed findings recorded above, the present complaint is allowed, and Opposite Party No. 2 (the Manufacturer) is held liable for deficiency in service and for selling a vehicle with inherent manufacturing defects. Accordingly, Opposite Party No. 2 is directed to replace the defective Tata Harrier XZA+ Dark Edition (bearing Engine No. 46343841-4172484 and Chassis No. MAT631584NPD62221) with a brand-new, defect-free vehicle of the same or an upgraded model, or, alternatively, to refund the

entire purchase consideration of Rs.21,40,775/- (Rupees Twenty-One Lakh Forty Thousand Seven Hundred Seventy-Five only) along with interest @ 9% per annum from the date of filing this complaint until its actual realization. Furthermore, Opposite Party No. 2 is directed to pay a sum of Rs.1,00,000/- (Rupees One Lakh only) to the complainant as compensation for the immense mental agony, harassment, and physical discomfort suffered due to repeated vehicle breakdowns and being stranded on highways, as well as Rs.15,000/- (Rupees Fifteen Thousand only) towards litigation costs. Conversely, the complainant is directed to return the defective vehicle to Opposite Party No. 1 (the Dealer) immediately upon receiving either the replacement vehicle or the full refund amount as specified above

17. Applications pending, if any, stand disposed of in terms of the aforesaid order.

18. 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.

19. File be consigned to record room along with a copy of this order.

(Hemanshu Mishra)
President

(Narayan Thakur)
Member

(Arti Sood)
Member

K.D*