

Date of Institution : 23.03.2026
 Date of Final Hearing : 14.08.2026
 Date of Pronouncement : 31.08.2026

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

Present: Sri Karanam Kishore Kumar, B.A., B.L., President
 And

Smt S.Nazima Kausar, PGDBM., M.Com., MBA., B.Ed., Member

Monday the 31st day of August, 2026

CONSUMER COMPLAINT No.65/2026

Between:

Y.Raghavendra
 S/o Y.Venugopal,
 Aged about 34 Years,
 H.No.1-65, Gondiparla,
 Kurnool Mandal and District-518004.

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

-VS-

1. OLA Electric Mobility Private Limited
 Represented by its Authorized Signatory,
 Registered Office, Regent Insignia, #414,
 3rd Floor, 4th Block, 17th Main, 100 Feet Road,
 Koramangala, Bengaluru-560034,
 Karnataka.
2. OLA Show Room,
 Represented by its Branch Manager,
 H.No.87/1344-1, Nandikotkur Road,
 Brundavan Nagar, Sree Rama Nagar,
 Kurnool-518002.

**...OPPOSITE PARTIES
 (Through: Sri P.Gopi Chand, Advocate)**

ORDER

(Per Sri Karanam Kishore Kumar, President on behalf of the Bench)
CONSUMER COMPLAINT No.65/2026

1. This complaint is filed under section 34 and 35 of the Consumer Protection Act, 2019, praying to direct the opposite parties:-

- a. To refund an amount of Rs.1,34,161/- along with interest at 24% per annum from October 2nd 2025 till realization.
- b. To pay compensation of Rs.8,00,000/- towards loss of livelihood (6 Months), mental agony and harassment, financial losses due to interest burden and price escalation/market value difference.
- c. To pay Rs.20,000/- litigation costs of the complaint.
- d. To pass any other relief as the Hon'ble Commission may deem fit and proper in the interest of justice.

2. The case of the complainant in brief runs as follows:- The complainant states that he is a resident of Gondiparla, Kurnool Mandal and District. Opposite Party No.1 is OLA Electric Mobility Private Limited, represented by its Authorized Signatory, Bengaluru. Opposite Party No.2 is the OLA Showroom, represented by its Branch Manager, Kurnool.

The complainant submits that he purchased an OLA Roadster X Plus Electric Vehicle from Opposite Party No.1 by placing Order ID No.OET-811204416290925-OAA605, dated 29.09.2025, and paid the entire consideration of Rs.1,34,161/- on 02.10.2025. The delivery of the vehicle was scheduled for 23.10.2025. After verification of the complainant's KYC by the staff of the local OLA showroom, Opposite Party No.2 assured him that the vehicle would be delivered within the stipulated time. However, the vehicle was not delivered even as on the date of filing of the complaint, resulting in a delay of more than five months.

The complainant further submits that he lodged a grievance before the National Consumer Helpline on 15.11.2025 and thereafter made several complaints and follow-ups through e-mail, customer support and the

grievance redressal mechanism of the opposite parties. However, despite repeated requests, the opposite parties merely registered the complaints without taking any effective steps for delivery of the vehicle. The complainant further submits that the vehicle appears to have been registered on 31.12.2025, despite the fact that physical possession of the vehicle had not been delivered to him. According to the complainant, such registration without actual delivery amounts to deficiency in service and unfair trade practice.

The complainant submits that he is a graduate and unemployed and purchased the vehicle with the bona fide intention of earning his livelihood by using it for ride-service activities through platforms such as Rapido. He arranged the purchase amount by borrowing money at a high rate of interest and has been facing considerable financial hardship on account of the non-delivery of the vehicle. He further submits that, during the intervening period, the price of the same vehicle has increased to Rs.2,48,090/-, thereby causing him further financial prejudice.

Due to the failure of the opposite parties to deliver the vehicle within the promised period, the complainant submits that he has been deprived of his intended source of livelihood and earning opportunity for several months. He claims to have suffered financial loss, mental agony, inconvenience and hardship on account of the acts and omissions of the opposite parties. Hence, this complaint.

3. Opposite Parties 1 and 2 filed their written version contending that the complaint is not maintainable either in law or on facts. It is submitted that OLA Electric Technologies Private Limited, the manufacturer, is a wholly owned subsidiary of OLA Mobility Limited, and that its operations are managed and controlled by Opposite Party No.1.

The opposite parties contend that the grievance of the complainant relates to the alleged delay in delivery of the OLA Electric vehicle. The complainant had pre-booked the vehicle by making the requisite payment and had agreed to the applicable pre-booking and booking terms and conditions, under which the expected delivery date was only indicative and not binding upon Opposite Party No.1.

It is further contended that delivery of the vehicle depends upon various operational factors, including availability of the vehicle and completion of requisite governmental and regulatory formalities, and that the vehicle would be delivered upon its availability and completion of such formalities. The allegations of deficiency in service and unfair trade practice are denied as false, baseless and unsupported by evidence. The opposite parties contend that the complaint has been filed only to exert undue pressure and obtain an unjustified monetary benefit. Hence, they seek dismissal of the complaint.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A16 are marked. The opposite parties 1 and 2 filed sworn affidavit. No documents are marked.

5. We have perused the available records and written arguments filed by the complainant and opposite parties 1 and 2 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:- The complainant purchased an OLA Roadster X Plus Electric Vehicle for Rs.1,34,161/- by paying the full consideration on 02.10.2025, with delivery scheduled for 23.10.2025, but the opposite parties failed to deliver the vehicle despite repeated requests and complaints. The complainant, being unemployed, intended to use the vehicle for earning his livelihood through platforms such as Rapido, but was deprived of such earning opportunity for several months. He further submits that the vehicle was allegedly registered without physical delivery and that its price subsequently increased to Rs.2,48,090/-, causing him financial loss, mental agony and hardship.

We have carefully considered the pleadings of the parties, the evidence placed on record and the submissions made on either side.

The complainant filed his sworn affidavit and marked Ex.A1 to Ex.A16. Ex.A1 to Ex.A3 are the Payment Confirmation Letter dated

29.09.2025, Payment Receipt dated 30.09.2025 and Payment Confirmation Letter dated 02.10.2025 respectively. Ex.A4, Ex.A5, Ex.A6, Ex.A7, Ex.A8, Ex.A9, Ex.A12, Ex.A13, Ex.A15 and Ex.A16 are the e-mail correspondences dated 23.10.2025, 29.09.2025, 01.10.2025, 23.10.2025, 23.10.2025, 24.11.2025, 24.10.2025, 24.11.2025, 04.03.2026 and 02.03.2026 respectively, relating to document verification, delivery of the vehicle and the grievances raised by the complainant. Ex.A10, Ex.A11 and Ex.A14 are the WhatsApp messages dated 31.12.2025, 07.01.2026 and 27.01.2026 respectively.

The opposite parties, in their written version, denied the allegations of the complainant and contended that the complaint was based on false, baseless and twisted facts and was filed with an ulterior and malicious motive to arm-twist Opposite Party No.1 and obtain an unlawful gain. They further contended that the complainant had no cause of action against the answering opposite party and, therefore, this Commission had no jurisdiction to adjudicate the complaint against it. The opposite parties also relied upon the preliminary objections raised in their written version and sought dismissal of the complaint.

The first and foremost question for consideration is whether the opposite parties committed deficiency in service by failing to deliver the vehicle within a reasonable period after receiving the entire consideration.

There is no serious dispute regarding the transaction between the parties or the payment of the entire consideration. Ex.A1 to Ex.A3 establish

that the complainant placed the order and paid the full consideration of Rs.1,34,161/-. Ex.A4, Ex.A7 and Ex.A8 establish that the transaction had progressed to the stage of verification and preparation of the vehicle. The subsequent correspondence, particularly Ex.A9, Ex.A13, Ex.A15 and Ex.A16, demonstrates that the complainant continuously pursued delivery and repeatedly complained about the non-delivery of the vehicle.

The chronology emerging from the record is also significant. The complainant made the final payment on 02.10.2025 and the estimated delivery date was 23.10.2025. The vehicle was subsequently registered through OTP on 31.12.2025 and the insurance commenced from the same date. The complainant received the RC communication on 07.01.2026. Despite these developments, actual physical delivery was not completed within a reasonable period. The complainant filed complaint before this commission on 25.03.2026. An OLA representative contacted the complainant only on 31.03.2026, following which the complainant inspected the vehicle on 01.04.2026.

The contention of the opposite parties that the delivery date was only “indicative” cannot, by itself, justify an indefinite or unreasonable delay. An estimated delivery date may permit reasonable operational flexibility, but it cannot confer an unrestricted right upon the service provider to retain the consumer's entire consideration for several months without either delivering the vehicle or providing a satisfactory explanation for the delay. Once the entire consideration was received, the opposite parties were expected either

to deliver the vehicle within a reasonable period or, if delivery could not be effected, to take appropriate steps for refund.

The opposite parties have not produced sufficient documentary evidence explaining the prolonged delay in this transaction. No cogent material establishes any specific regulatory, manufacturing, transportation or other impediment preventing timely delivery. A general reference to operational issues or governmental formalities cannot justify a delay of several months. The registration of the vehicle on 31.12.2025 also does not establish actual delivery. Registration and insurance are distinct from physical delivery and possession, which were the essential purpose of the transaction.

After filing of the complaint, the contact by the opposite parties' representative on 31.03.2026 and inspection of the vehicle on 01.04.2026 do not cure the deficiency already committed, particularly when there is no material showing effective physical delivery. Hence, these subsequent developments cannot defeat the grievance of prolonged non-delivery. The contention regarding the indicative nature of the delivery date under the booking terms is also untenable. Such a term cannot permit indefinite retention of the complainant's money or absolve the opposite parties from delivering the vehicle within a reasonable time, and must be construed consistently with the complainant's statutory rights.

The allegation that the complaint was filed with an ulterior motive to obtain unlawful gain is unsupported by any convincing material. The

documentary record shows that the complainant repeatedly pursued the opposite parties regarding non-delivery, and the mere allegation that the complaint is frivolous or motivated cannot override such evidence. The contention regarding want of cause of action and jurisdiction is also untenable. The complainant has established payment of the entire consideration and failure to receive delivery within a reasonable period, which prima facie constitutes a cause of action for deficiency in service. In the absence of any statutory bar, the objection regarding jurisdiction cannot be accepted.

Accordingly, we are of the considered view that, having received the entire consideration and having failed to deliver the vehicle within a reasonable period, the opposite parties committed deficiency in service. The complainant is therefore entitled to seek refund of the amount paid. The complainant has claimed interest at 24% per annum from 02.10.2025. However, in the absence of any contractual stipulation or documentary evidence supporting such a rate, interest at 12% per annum from 02.10.2025 till realization would be reasonable and meet the ends of justice.

Though the complainant claimed Rs.8,00,000/- towards loss of livelihood, mental agony, harassment, financial loss and price escalation, no specific evidence has been produced regarding the income he would have earned through Rapido or any other platform. However, the complainant has placed material showing subsequent escalation in the price of the same model. Since he had paid the entire consideration on 02.10.2025 and was

deprived of the vehicle due to the failure of the opposite parties to deliver it within a reasonable period, the price escalation is a relevant circumstance in assessing the financial prejudice suffered by him.

The complainant was also compelled to make repeated representations and pursue the matter for several months. The registration and insurance of the vehicle without actual delivery and the prolonged uncertainty regarding possession caused inconvenience, mental agony and financial hardship. Considering that the vehicle was intended for earning livelihood through platforms such as Rapido, and the period of about nine months during which he was deprived of such earning opportunity, a sum of Rs.90,000/-, calculated at Rs.10,000/- per month, is awarded towards loss of livelihood and mental agony.

8. In the result, the complaint is partly allowed. Opposite Parties 1 and 2 are hereby directed to refund a sum of Rs.1,34,161/- (Rupees One Lakh Thirty-Four Thousand One Hundred and Sixty-One only) to the complainant, together with interest at the rate of 12% per annum from 02.10.2025 till the date of actual payment. Opposite Parties 1 and 2 are further directed to pay a sum of Rs.90,000/- (Rupees Ninety Thousand only) towards compensation for the mental agony, loss of livelihood inconvenience, harassment and consequential financial prejudice suffered by the complainant. They shall also pay a sum of Rs.10,000/- (Rupees Ten

Thousand only) towards litigation costs. The above amounts shall be paid to the complainant within 45 days from the date of receipt of this order.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 31st day of August, 2026.

WOMEN MEMBER

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	29.09.2025	Payment Confirmation Letter.	Self attested photo copy
A2	30.09.2025	Payment Receipt.	Self attested photo copy
A3	02.10.2025	Payment Confirmation Letter.	Self attested photo copy
A4	23.10.2025	E-Mail Correspondence (Document Verified Getting Your Bike Ready).	Self attested photo copy
A5	29.09.2025	E-Mail Correspondence.	Self attested photo copy
A6	01.10.2025	E-Mail Correspondence.	Self attested photo copy
A7	23.10.2025	E-Mail Correspondence.	Self attested photo copy
A8	23.10.2025	E-Mail Correspondence (Document Verified Getting Your Bike Ready).	Self attested photo copy
A9	24.11.2025	E-Mail Correspondence.	Self attested photo copy
A10	31.12.2025	WhatsApp Message.	Self attested photo copy
A11	07.01.2026	WhatsApp Message.	Self attested photo copy

A12	24.10.2025	E-Mail Correspondence (No Reply: We have received your support request: Ticket ID No.16203374).	Self attested photo copy
A13	24.11.2025	E-Mail Correspondence (2 Months Completed Still Bike not Delivered).	Self attested photo copy
A14	27.01.2026	WhatsApp Message.	Self attested photo copy
A15	04.03.2026	E-Mail Correspondence.	Self attested photo copy
A16	02.03.2026	E-Mail Correspondence.	Self attested photo copy

List of exhibits marked for the opposite parties:- NIL

WOMEN MEMBER

PRESIDENT

Pronounced on:- **31.08.2026**

Copy to:-

Copy made ready on _____ :

Copy dispatched to Complainant

and Opposite parties on _____ :