

Date of Institution : 25.02.2026
 Date of Final Hearing : 11.08.2026
 Date of Pronouncement : 01.09.2026

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

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

Sri N.Narayana Reddy, B.A., B.L., Member
 And

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

Tuesday the 1st day of September, 2026

CONSUMER COMPLAINT No.48/2026

Between:

Mr.TummakommaRavindranath,
 S/o T.Seshanna,
 Aged 39 Years,
 44/16-GLM, Flat No.303,
 Ward No.44,SkandanshiGokulam Apartment,
 Sunkesula Road, SSHospitalBeside Lane,
 Kurnool-518004, Andhra Pradesh.

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

-VS-

1. KIA India Private Limited,
 Represented by its Authorized Signatory,
 Survey No.134-151, ErramanchiVillage,
 Penukonda Mandal-515164,
 Anantapur.

**...OPPOSITE PARTY NO.1
 (Through: Sri M.Mohan Reddy, Advocate)**

2. MGBrothers,KIA Kurnool,
 Represented by its Authorized Representative/Showroom Manager,
 Survey No.187/1, NH-44, Hyderabad Highway,
 Near PeddatekuruVillage-518218,
 Kallur Mandal, Kurnool,
 Andhra Pradesh.

**...OPPOSITE PARTY NO.2
 (Through : Sri B.Naga Lakshmi Reddy, Advocate)**

ORDER

**(Per SmtS.Nazima Kausar, Member, on behalf of the Bench)
CONSUMER COMPLAINT No.48/2026**

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

- a. To replace the defective vehicle with a brand-New defect free vehicle of the same model or equivalent model.

(OR)

To refund the full purchase price of vehicle Rs.13,69,785/-.

- b. To refund Rs.13,000/- charged for ineffective repair.
- c. To pay compensation of Rs.5,00,000/- for mental agony, inconvenience, financial loss and deficiency in service.
- d. To pay costs of litigation.
- e. To pass such other order deemed fit.

2. The case of the complainant in brief runs as follows:- The complainant is a resident of Kurnool District. Opposite Party No.1 is Kia India Private Limited, represented by its Authorized Signatory, and Opposite Party No.2 is MG Brothers Kia, represented by its Authorized Representative/Showroom Manager, Kurnool. The complainant purchased a Kia Sonet HTX Diesel vehicle bearing Registration No.AP39 MV 4759 from Opposite Party No.2 on 12.03.2022 for a consideration of Rs.13,69,785/-. The vehicle was covered under the manufacturer's warranty up to 11.03.2025 and is presently covered under an extended warranty up to 12.03.2027.

According to the complainant, within a short period of the purchase, the vehicle started developing recurring problems relating to the Diesel Particulate Filter (DPF). He approached the authorized service centre of the opposite parties on several occasions and took the vehicle for service more than 15 times. During such visits, various repairs and service measures were undertaken, including DPF checking, sensor replacement, battery replacement, removal and refurbishment of the DPF unit, and ECM software

upgrading. However, despite these repeated interventions, the DPF problem continued to recur.

The complainant further submits that he incurred an additional expenditure of Rs.13,000/- towards replacement of the sensor. He was also advised to replace the battery, though, according to him, the battery was in good condition. The opposite parties subsequently removed and refurbished the DPF unit, but the problem persisted even thereafter.

The complainant relies upon the service records to contend that the DPF issue repeatedly occurred over a prolonged period. The material service visits relied upon by him are as follows:

- (i) **18.04.2022 to 23.05.2025:** The vehicle was brought to the service centre on numerous occasions for running repairs and DPF-related complaints.
- (ii) **30.07.2025:** DPF refurbishment was carried out under Job Card No.B202505709.
- (iii) **30.10.2025:** ECM software upgrade was carried out under Job Card No. B202508254.
- (iv) **21.02.2026:** The DPF warning reappeared when the vehicle had run 43,282 kilometres.
- (v) **09.03.2026:** The DPF warning appeared again at 43,620 kilometres, despite the complainant having carried out regeneration and driven the vehicle for approximately 150 kilometres under highway conditions, as advised by the service personnel.

The complainant submits that he strictly followed the instructions given by the opposite parties, including manual DPF regeneration and

driving the vehicle under highway conditions. Nevertheless, the same defect repeatedly recurred. According to him, despite being afforded numerous opportunities to rectify the problem, the opposite parties failed to permanently resolve the DPF issue, even after undertaking major repairs such as DPF refurbishment and ECM software upgrading.

It is further contended by the complainant that the DPF problem reappeared after the vehicle had travelled only approximately 338 kilometres following the aforesaid major repairs and software upgrade. The repeated occurrence of the same problem despite several service visits and repair attempts, according to the complainant, demonstrates that the defect has not been permanently rectified and that the vehicle suffers from a recurring defect.

Therefore, the complainant alleges that the failure of the opposite parties to permanently rectify the recurring DPF problem, despite repeated opportunities and repair interventions, amounts to deficiency in service and unfair trade practice. He further submits that the repeated service visits, inconvenience, expenditure and continued use of a vehicle suffering from the recurring defect caused him considerable financial loss, inconvenience and mental agony. Hence, the present complaint.

3. Opposite Party No.1 filed its written version contending that the complaint is not maintainable either in law or on the facts of the case. It is admitted that the complainant purchased the Kia Sonet HTX Diesel vehicle

bearing Registration No.AP39 MV 4759 and VIN No.MZBFF813LNN159421 from Opposite Party No.2 on 12.03.2022. However, according to Opposite Party No.1, the sale of the vehicle and the warranty extended thereunder do not amount to an admission of any manufacturing defect.

It is further submitted that the vehicle has travelled more than 43,782 kilometres and has remained roadworthy since its purchase. The warranty is subject to its terms and conditions and does not cover issues arising from improper usage, driving patterns, fuel quality or failure to follow the prescribed operating procedures. The allegation that the vehicle suffered from recurring DPF defects and was brought to the service centre more than 15 times is denied. It is stated that the vehicle underwent the prescribed quality checks and pre-delivery inspection before delivery to the complainant.

According to Opposite Party No.1, the DPF system fitted in the BS-VI diesel vehicle is designed to generate regeneration alerts depending upon driving conditions, fuel quality and usage, and the mere occurrence of such alerts does not establish the existence of a manufacturing defect. The service records, according to the opposite party, demonstrate that the vehicle was regularly attended to at the authorized service centre and that the complaints raised by the complainant were duly addressed. DPF regeneration was carried out on several occasions, the DPF sensor was replaced under warranty, the fuel injectors were refurbished, the DPF assembly was refurbished, and the ECM software was upgraded under the

applicable manufacturer campaign. Wherever applicable, the repairs were carried out free of cost under warranty.

It is further contended that, as recorded in the job cards, the complainant, on certain occasions, including the service visit dated 14.07.2025, declined to undergo the complete regeneration road-test cycle prescribed by the manufacturer and insisted on taking delivery of the vehicle. According to the opposite party, the subsequent recurrence of DPF alerts after short-distance driving was attributable to the complainant's driving pattern and failure to follow the prescribed regeneration procedure.

Opposite Party No.2 also filed its written version, contending that the complaint is not maintainable either in law or on the facts of the case. It submits that the service records maintained by the authorized workshop in the ordinary course of business establish that the vehicle was periodically serviced and that all complaints raised by the complainant were duly attended to. DPF regeneration was carried out using the Kia Diagnostic System (KDS) on several occasions. The DPF sensor was replaced under warranty, all four fuel injectors were refurbished and returned to the complainant free of cost, the DPF assembly was sent for refurbishment, and the ECM software was upgraded under the applicable manufacturer campaign. It is contended that, wherever applicable, the repairs were undertaken under warranty without imposing any unwarranted financial burden on the complainant.

Opposite Party No.2 further submits that, as recorded in the job cards, the complainant, on more than one occasion, including during the service visit dated 14.07.2025, declined to permit completion of the prescribed regeneration road-test cycle, citing personal convenience, and insisted on taking delivery of the vehicle before completion of the procedure. It is therefore contended that the recurrence of DPF alerts after short-distance driving of about 300–500 kilometres was attributable to the complainant's driving pattern and failure to follow the prescribed regeneration procedure.

With regard to the subsequent recurrence of the DPF warning, Opposite Party No.2 states that the vehicle was brought to the authorized workshop at 43,282 kilometres on 21.02.2026 and again at 43,620 kilometres on 09.03.2026 following DPF regeneration alerts. During the service visit dated 24.03.2026, upon technical inspection in accordance with the prescribed Kia repair procedure, abnormal back leakage was allegedly detected in three of the four fuel injectors, namely the 2nd, 3rd and 4th injectors. Replacement of all four injectors was accordingly recommended and offered to the complainant.

According to Opposite Party No.2, the diagnosis indicated that the frequent DPF regeneration alerts were attributable to abnormal injector back leakage and not to any inherent manufacturing defect. It is further contended that the vehicle had already travelled more than 43,000

kilometres and that the said condition was a wear-related issue. Therefore, the allegation of an inherent manufacturing defect is denied as untenable.

On the above grounds, both opposite parties contend that there is neither any manufacturing defect in the vehicle nor any deficiency in service or unfair trade practice on their part. They submit that the complaint is based upon an incorrect interpretation of normal DPF regeneration alerts as a manufacturing defect and is therefore liable to be dismissed.

4. The complainant filed sworn affidavit, and Ex.A1 to Ex.A9 are marked. Opposite parties 1 and 2 filed sworn affidavits, and Ex.B1 to Ex.B9 are marked on behalf of opposite party No.2 and Ex.10 to Ex.B13 are marked on behalf of opposite party No.1.

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 a Kia Sonet vehicle on 12.03.2022 from Opposite Party No.2. Within a short period of purchase, the vehicle started experiencing problems relating to the Diesel Particulate Filter (DPF). The complainant visited the workshop/service centre of the opposite parties on about 15 occasions for repairs and replacement of various parts; however, the problem persisted.

Ex.A1 is the tax invoice dated 12.03.2022 evidencing the purchase of the Kia Sonet vehicle for a total consideration of Rs.10,99,890/-. Ex.A2 is the Registration Certificate of the vehicle standing in the name of the complainant. Ex.A3 is the tax invoice for Rs.20,071/- towards the extended warranty for the 4th and 5th years of the vehicle. The said exhibit also includes the extended warranty certificate, which states that the warranty is applicable up to 12.03.2027 or up to 1,00,000 kilometres during the 4th year and up to 1,20,000 kilometres during the 4th and 5th years, subject to the terms and conditions thereof. Ex.A4 is a photograph of the vehicle's instrument cluster showing that the vehicle had covered only 364 kilometres and displaying the message: "Diesel Filter Regeneration Request, See Owner's Manual."

Ex.A5 consists of the job cards dated 18.04.2022, 26.07.2022, 28.12.2022, 21.02.2023, 21.03.2023, 25.05.2023, 25.07.2023, 11.11.2023, 18.11.2023, 18.05.2024 and 05.12.2024, involving charges amounting to Rs.12,552/-. Further job cards were issued on 19.02.2025, 16.04.2025, 23.05.2025, 30.07.2025 and 30.10.2025, and an amount of Rs.10,657/-

was paid on 03.04.2025. The job cards disclose complaints and repairs relating to pickup and drop in performance, DPF, wheel alignment, general check-up, A/C refrigerant, clutch, disc removal, DPF sensor/filter, air cleaner and differential pressure sensor.

Ex.A6 is the legal notice dated 01.11.2025 issued by the complainant to Opposite Party No.1, calling upon it to replace the defective vehicle with a new vehicle. Ex.A7 is the postal receipt evidencing dispatch of the said notice. Ex.A8 consists of email correspondence between the complainant and Opposite Party No.1 dated 01.04.2025, 14.04.2025, 15.04.2025, 21.05.2025, 07.06.2025 and 30.10.2025, among others. Ex.A9 consists of messages and other communications exchanged between the complainant and Opposite Party No.1 from 04.04.2025 to 22.12.2025.

8. To substantiate its version, Opposite Party No.1 filed a written version stating that the problem in the vehicle was not due to any manufacturing defect, but was attributable to its operation and the driving pattern of the user. Opposite Party No.2 filed Ex.B1, the Owner's Manual containing instructions regarding Diesel Particulate Filter (DPF) regeneration. Ex.B2 consists of email communications exchanged between the complainant and Opposite Party No.1 dated 31.10.2025, 23.05.2025 and 14.04.2025, along with WhatsApp communications exchanged during May and July 2025. Opposite Party No.2, in its written version and through Ex.B2, stated that DPF regeneration was carried out on 21.03.2023, 23.05.2022 and

04.07.2023, when the vehicle had covered 11,722 kilometres, 15,477 kilometres and 15,810 kilometres, respectively. Subsequently, on 16.05.2024, 04.04.2025, 29.04.2025 and 07.05.2025, KDS connectivity was checked, the battery was replaced and the injectors were refurbished. Later, on 14.07.2025, the issue caused by a rat bite affecting the sensor connector was rectified. However, the road test remained pending due to the personal reasons of the customer.

Ex.B3 is the summary of the events that occurred, including the root cause of the problem and the repairs carried out by Opposite Party No.2. The present odometer reading of the vehicle is 43,782 kilometres. Ex.B4 contains the details of the extended warranty. Ex.B5 consists of the hotline details relating to the vehicle along with photographs. Ex.B6 is the purchase invoice of the vehicle. Ex.B7 is a screenshot showing the manufacturing date of the vehicle. Ex.B8 is the “Free of Cost Part Replacement Report” along with the date of delivery of the vehicle. Ex.B9 consists of documents showing the location of the customer and the reasons for not providing a courtesy car to the complainant. The opposite parties contended that, as the complainant is a doctor, no courtesy car was offered, and that there was no deficiency in service on their part. They further contended that the vehicle was being operated mainly for short-distance travel and that the complainant was not carrying out the required DPF regeneration, resulting in the recurring DPF-related problems.

Opposite Party No.1 has also filed Ex.B10, the Owner's Manual containing instructions regarding DPF regeneration. Ex.B11 is the relevant extract from the Automotive Industry Standard (AIS). Ex.B12 consists of copies of the repair orders and billing invoice summaries evidencing the services and repairs carried out on the vehicle. Ex.B13 consists of photographs showing wires allegedly damaged due to rat bites.

We have relied upon the decision herein:

Civil Appeals Nos.19536-19537/2017 and connected matter, The Hon'ble Supreme Court of India, in *Daimler Chrysler India Pvt. Ltd. v. Controls & Switchgear Company Ltd.*, decided on 21.02.2024, has emphasized the significance of disclosure of material information concerning the functioning of important vehicle safety features and upheld the finding of deficiency where such information was not disclosed in the owner's manual/brochure. The same principle, though arising in the context of a different vehicle feature, is relevant here: a manufacturer cannot reasonably expect an ordinary consumer to possess technical knowledge regarding the operational requirements of a sophisticated emission-control system. Particularly when vehicles are routinely driven in congested urban traffic, where slow-speed driving for several kilometres due to traffic jams, signals and road conditions is unavoidable, such usage cannot, by itself, be characterized as improper or abnormal driving. Therefore, unless the opposite parties establish that the complainant was specifically and adequately informed, at the time of purchase, of the precise driving conditions and regeneration procedure necessary for proper functioning of the DPF system, the mere allegation that the recurrence of the DPF alerts was due to his driving pattern cannot, by itself, absolve them of their responsibility.

9. It is significant that the first indication of the DPF-related problem is evidenced by Ex.A4, wherein the instrument cluster displayed the message "Diesel Filter Regeneration Request, See Owner's Manual" when the vehicle had run only 364 kilometres. This circumstance assumes importance as it

demonstrates that the grievance was noticed at a very early stage of ownership and was not a problem that surfaced only after prolonged or excessive use. The subsequent service history, therefore, has to be considered in the background of a complaint which had manifested itself substantially from the beginning of the vehicle's use.

The service history is not merely a record of routine maintenance. Several job cards specifically record DPF-related complaints and interventions concerning the DPF sensor/filter, differential pressure sensor and pickup and drop in performance. The continuity of such entries from 2022 onwards is relevant, particularly when the authorised service centre repeatedly undertook technical interventions in relation to the vehicle.

Despite the vehicle being inspected and repaired on several occasions, the recurring problem was not permanently rectified. As per Ex.A3, the vehicle was covered by the extended warranty up to 12.03.2027, subject to the applicable kilometre limits. The vehicle had run only 43,782 kilometres, and therefore remained within the applicable warranty limits.

The opposite parties contend that the recurring DPF problem was attributable to the complainant's driving pattern, particularly short-distance travel and failure to carry out the required DPF regeneration. However, they have not placed cogent and convincing technical or expert evidence on record to establish that the recurring problem was solely attributable to such usage or that the earlier complaints were caused by the complainant's failure to follow the prescribed procedure. The general instructions

contained in the Owner's Manual regarding DPF regeneration, by themselves, cannot establish that every subsequent recurrence was caused solely by the complainant's failure to follow those instructions.

If the driving pattern of the complainant was the principal and continuing cause of the recurring DPF problem, the authorised service centre, having attended the vehicle on numerous occasions, ought to have clearly recorded such finding in its service records and advised the complainant in specific and unequivocal terms that the recurrence was attributable to his mode of usage. The material placed on record does not satisfactorily establish such a consistent technical finding covering the entire period of the complaint. Therefore, the mere attribution of the problem to the complainant's driving pattern, in the absence of convincing technical evidence, cannot by itself absolve the opposite parties of their responsibility, particularly when the vehicle was repeatedly brought to the authorized service centre for the same or related complaints.

The plea of rat-bite damage also does not satisfactorily explain the entire history of the grievance. Even assuming that Ex.B13 establishes damage to certain wires or connectors, such damage relates to a particular incident and cannot, without supporting technical evidence, be treated as the cause of complaints which had already been recorded from the early period of ownership. The opposite parties have not established that the alleged rat-bite damage was responsible for the DPF-related complaints recorded prior to that incident. Therefore, the said circumstance may

explain a particular episode of malfunction, but cannot reasonably be accepted as an explanation for the recurring DPF-related problems over the entire period.

Similarly, the abnormal back leakage detected in three fuel injectors during the inspection on 24.03.2026 has to be viewed in its proper perspective. Such later technical observation may explain a subsequent manifestation of the problem or constitute one contributing factor; however, there is no convincing evidence to establish that the said condition was the root cause of the DPF-related complaints repeatedly recorded and attended to from 2022 onwards. A subsequent diagnosis cannot, by itself, retrospectively negate the earlier service history or establish that all previous complaints were attributable to the same cause.

This Commission is conscious that repeated repairs, by themselves, do not necessarily establish a manufacturing defect in the strict technical sense. However, the present complaint need not be decided solely on whether a manufacturing defect has been conclusively proved. The evidence has to be examined from the standpoint of the warranty and after-sales service undertaken by the opposite parties. Where a vehicle repeatedly develops the same or closely related problem, is brought to the authorised service centre on numerous occasions, is subjected to regeneration, inspection, replacement, refurbishment and other technical interventions, and yet the grievance continues to recur, the relevant question is whether the consumer has in fact received an effective and durable service.

In the facts of the present case, the repeated unsuccessful interventions, coupled with the continued recurrence of the DPF-related problem despite several inspections, repairs and replacement of parts, demonstrate that the grievance was not effectively and permanently rectified during the warranty period. The opposite parties have, therefore, failed to provide a satisfactory and durable solution to the recurring defect in the vehicle, amounting to deficiency in service on their part.

Consequently, the complainant is entitled to appropriate relief in respect of the vehicle. The complainant has claimed a sum of Rs.13,69,785/- towards the cost of the vehicle. However, Ex.A1, the Tax Invoice, shows the purchase price of the vehicle as Rs.10,99,890/-. Therefore, for the purpose of determining the appropriate relief, the cost of the vehicle shall be considered as Rs.10,99,890/- only. In view of the facts and circumstances of the case, the complainant is entitled to the on-road cost of the vehicle, together with interest at the rate of 9% per annum and compensation for mental agony.

10. In the result, the complaint is partly allowed, directing the opposite parties jointly and severally to refund the ex-showroom price of the car amounting to Rs.10,99,890/- (Rupees ten lakhs ninety-nine thousand eight hundred and ninety only) along with interest @9% per annum from the date of complaint 25.02.2026 to till realisation to the complainant upon handing over the defective vehicle. Further, the opposite parties are directed to pay a

sum of Rs.1,00,000/- (Rupees One lakh only) towards compensation for mental agony and Rs.10,000/- (Rupees ten thousand only) towards litigation costs. The opposite parties shall comply with this order within 45 days from the date of receipt of the order.

Typed to my dictation by the stenographer, corrected and pronounced by us in the open Bench on this the 1st day of September, 2026.

**Sd/-
WOMEN MEMBER**

**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	12.03.2022	Tax Invoice issued by opposite party No.2.	Self attested photo copy
A2	25.01.2024	Vehicle Particulars.	Self attested photo copy
A3	15.03.2022	Tax Invoice and Extended Warranty Certificate issued by opposite party No.1.	Self attested photo copy
A4		Car Speed Meter.	Self attested photo copy
A5	18.04.2022	Invoice Summary issued by opposite party No.2.	Self attested photo copy
A6	01.11.2025	Legal Notice.	Office copy
A7		Postal Receipt and Track Consignment.	Self attested photo copy
A8	01.04.2025	E-Mail Correspondence.	Self attested photo copy
A9		Whatsapp Communication.	Self attested photo copy

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

Ex.No.	Date/Year	Description	Remarks
B1		Company Manual.	Photo copy
B2	31.10.2025	Mail Communications.	Photo copy
B3		Vehicle History.	Photo copy
B4		Extended Warranty Details.	Photo copy
B5		Hotline Details.	Photo copy
B6		Vehicle photos and parts photos and Customer Signed and Dealership Signed (Stamped) Vehicle Purchase Invoice.	Photo copy
B7		Manufacturing Date.	Photo copy
B8		Free of Cost (FOC) Part Replacements.	Photo copy
B9		Vehicle Current Location and Customer Location.	Photo copy
B10		Relevant Extract from the KIA Sonet Owner's Manual Regarding Diesel Particulate Filter (DPF) Regeneration.	Photo copy
B11		Relevant Extract from the Automotive Industry Standard (AIS) 137.	Photo copy
B12	29.03.2022	Repair Orders and Billing Invoice Summaries (Collectively) Evidencing Services Carried out on the Subject Vehicle.	Photo copy
B13		Photographs of Vehicle.	Photo copy

Sd/-
WOMEN MEMBER

Sd/-
MALE MEMBER

Sd/-
PRESIDENT

Pronounced on:- **01.09.2026**

Copy to:-

Copy made ready on _____ :

Copy dispatched to Complainant
and Opposite parties on _____ :

