

DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION, BELAGAVI

Dated this 30th September, 2026

Complaint No. 378/2024

Present: 1) Sri Sanjeev V Kulkarni President
B.Com., L.L.B. (Spl),
2) Smt.S.S.Kadrollimath, Member
B.A., LL.M.
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Complainant/s:

- 1) Sri.Mugundappa S/o.Irappa Hunagund,
Age: 43 years, Occ: Driver,
R/o: #30, Kalmeshwar Galli, Vadagaon,
Belagavi.

(By Sri.R.N.Latur, Adv.)

Vs.

Opponent/s:

- 1) The Authorized Signatory/Manager,
Arihant Motors Pvt. Ltd.,
345, Pune Road, Kakti,
Opp.Gogte Textile, Old PB Road,
Belagavi.
- 2) The Authorized Signatory/Manager,
Force Motors Pvt. Ltd.,
Mumbai Pune Road, Akurdi,
Pune, Maharashtra.

(OP No.1 by Sri.R.K.Exambi, Adv.
and OP No.2 by Sri.P.S.Kulkarni,
Adv.)

(Order dictated by Sri.Sanjeev V Kulkarni, President)

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ORDER

The complainant has filed this complaint against OP.1 and 2 U/s.35 of CP Act 2019 alleging deficiency in service and also raised his grievance that, the purchased vehicle bearing Reg. No. KA-22/AA-5554 is having inherent manufacturing defect and though OPs have attended repairs to the said purchased vehicle, the said vehicle could not run effectively and the said vehicle is within warranty period granted by the OPs and hence complainant pray for replacement of the vehicle and also in the alternative seek directing to OPs to refund the invoice amount paid for purchase of the vehicle for a sum of Rs.16,00,000/- with interest @18% p.a., and also prayed for awarding compensation for mental agony and suffering and cost of the litigation by allowing this complaint against OP.1 and 2.

The factual matrix pleaded by the complainant are as follows;

2. The complainant is a driver by occupation and resident of Door No.30, Kalmeshwar Galli, Vadagaon, Belagavi, wherein OP.1 is authorized dealer dealing in sale of motors at Belagavi and OP.2 is the manufacturer represented by authorized signatory/manager of Force Motors Pvt. Ltd., at Pune in Maharashtra state. The complainant after believing the advertisements made by the OPs and also perusal of sales brochures and advertisements in their official host website complainant had visited showroom of OP.1 for purchase of Force Motors Cityline STD Bus and accordingly purchased the said vehicle bearing Engine No.

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MCD1D4DJA3RP101490 and chassis No. D72012114 on dated 02-04-2024. Accordingly, the necessary road tax and all the requisites were fulfilled by complainant and the RTO Belagavi numbered complainant's vehicle as KA 22 AA 5554. The said vehicle was manufactured and sold in the retail outlet maintained by OP No.1 in Belagavi and manufactured by OP No.2. The vehicle came with 2 years warranty by the manufacturer. The complainant has paid the invoice amount for sum of Rs. 16 Lacs and the said vehicle was insured with New India Assurance Co. Ltd by paying sum of Rs. 40261/-. The OP No.1 has delivered the vehicle and accordingly has issued the delivery challan letter to that effect.

3. The complainant further alleged that, he being a driver by occupation, the complainant had purchased the vehicle by taking huge loans to earn his livelihood and support his family by running the said vehicle and other than running of vehicle for transport purpose, the complainant had no any other source of income to support his livelihood. The complainant had drove the vehicle for about 2 months ranging to around 9000 kms and after this, the engine started heating and got seized in the middle of the journey and accordingly once the same was got serviced with Arihant motors and on dated 27-05-2024 complainant paid repair charges for sum of Rs. 5200/- and took the vehicle. Again, on 10-06-2024 when complainant was driving the vehicle the complainant faced the issues of water boiling and the entire coolant of the said brand new vehicle got dried up and the engine of the said vehicle again got seized The complainant had to tow the vehicle to the garage of authorized service

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center of Arihant motors and accordingly the service center has informed complainant that there is major issue in the engine as some the parts like engine head, gas kit, Coolant radiator and other major parts have been damaged and need to be replaced. The OP No.1 who is the authorized service center has further informed complainant that, this vehicle has been supplied to us by the OP No.2 with manufacturing defect and usually in all vehicles such defect is not found, but since complainant's vehicle has been detected with such defect just immediately after 3 months of purchase it indicates that vehicle has a manufacturing defect. Accordingly, complainant has handed over possession of the said vehicle to OP No.1 and till date the complainant's vehicle is under the custody of Arihant motors from 10-06-2024 and since that day the vehicle is lying in the garage of the OP No.1. The complainant had requested the opponents to either replace the said vehicle which is having manufacturing defect or to refund the entire purchase invoice amount. The opponents dragged on the request of the complainant stating that they would speak with the company MD and other officials and would get back to the complainant, but till date they have not given any heed to the request of the complainant and hence he was constrained to get issued the legal notice to opponents through his counsel, wherein OP.1 and 2 have delivered the vehicle which has cropped up with engine problems within span of 2 months from the date of manufacture and delivery of the impugned vehicle which was having manufacturing defect, hence complainant alleged that the OPs by delivering manufacturing defect vehicle have

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caused deficiency in service and also OPs act amounts to fraud and unfair trade practice. The complainant also alleged that, he has raised huge loans from financiers and private money lenders to purchase this vehicle with an intention to run the vehicle and to eke out livelihood to return the loan availed by him. Hence there is negligence on the part of OPs in delivering this manufacturing defect vehicle to the complainant. Hence complainant alleging deficiency in service and specifically alleging that the purchased vehicle is having crept with inherent manufacturing defect which has created legal/jural relationship between OPs and towards complainant and accordingly OPs are liable to either replace the purchased vehicle or the OPs are bound to refund the entire invoice amount paid by the complainant towards purchase of this vehicle. Hence complainant alleging cause of action one arose to him as disclosed in para.1 of this complaint constrained to file this complaint before this commission on 05.07.2024.

4. After entertaining this complaint and after hearing the counsel for complainant, wherein on perusal of complaint and annexed documents produced and relied by the complainant my predecessor got admitted this complaint by order dated 16th July 2024 and ordered to issue RPAD notice to OP 1 and 2 and posted for appearance of opponents 1 and 2 on 23rd August 2024. After service of RPAD notices the OP 1 and 2 have appeared through their respective counsel and filed their written version and contested this complaint wherein OP 1 appeared through advocate RKE and OP.2 appeared through advocate PSK and OP 1 and 2 have filed

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their written version/ objections to complaint separately in this case.

5. The counsel for OP.1 filed written version/ objections to complaint denying the complaint allegations in toto and contended that, the complaint is wholly misconceived, groundless, frivolous, vexatious and unsustainable in the eye of law, hence complaint is liable to be dismissed. However, OP.1 admits the contents of para.2 of the complaint regarding purchase of the vehicle, but OP.1 denied the invoice amount paid by the complainant for purchase of the vehicle for a sum of Rs.16,00,000/-, whereas OP.1 contended that the invoice purchased by the complainant himself clearly shows that, the complainant has paid invoice amount of Rs.15,00,000/- and complainant falsely claiming invoice amount of Rs.16,00,000/- in this case. The OP.1 denied his knowledge about the contents of para.3 of the complaint and OP.1 admits the contents of para.3 of the complaint partly true and partly false. The OP.1 admits that, the complainant had drove the purchased vehicle for about 2 months ranging about 9000 Kms., but OP.1 denied that, after running this much amount of mileage the complainant's vehicle started heating and got seized in the middle of the way. However OP.1 admits that, the complainant had left the vehicle for service on 27.05.2024, but OP.1 denied the payment of service charges by complainant of Rs.5,200/- and OP.1 denied that, when complainant was driving the vehicle on 10.06.2024 again the said running vehicle had faced with issues of water boiling, coolant problem and also there was defect in the engine and

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engine was got seized and complainant had towed the vehicle and left to the garage of authorized service center of OP.1 and OP.1 denied the allegations of complainant that, OP.1 has sold defective vehicle and also denied that, the sold vehicle was having manufacturing defect as on the date of sale and OP.1 also denied that, the complainant had handed over the possession of the vehicle to OP.1 and complainant's vehicle is under custody of Arihant Motors from 10.06.2024. On the contrary OP.1 contended that, the complainant's vehicle came for service center for the first time on 27.05.2024 for first servicing and general checkup was done and then changed engine oil and changed other oil top up and washing was done and no any other repair has been carried out by the OP.1 and complainant has paid Rs.5,200/- for consumable in service center not for any repair work. The OP.1 contended that, the complainant had faced such problems due to his own negligence who had failed to observe the low coolant indication which reflects on the dash board and drove the vehicle without noticing the said warning and for that reason the engine got heated and later it came to the knowledge of OP.1 that, complainant had used some local coolant for the vehicle and because of that low quality of coolant the complainant had faced problem and as such OP.1 denied the allegations of manufacturing defect crept in the engine of the vehicle and complainant had left the vehicle without any justified reasons. The OP.1 admits issuance of legal notice by the complainant and OP.1 also contended that, though there was some problem in the engine, it was due to negligence of the driver of the vehicle and the said vehicle was under

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warranty, it was got repaired free of cost within 7 days and it was informed to the complainant to take back his vehicle and though complainant has visited the service center of OP.1 with some persons and even they have taken the vehicle for test driving and run the vehicle for around 50-60 Kms., wherein no problem was detected while taking test drive, even though complainant did not took back the vehicle for the reasons best known to him and started demanding replacement of the vehicle and OP.1 has replied the legal notice through his counsel on 27.07.2024. Hence OP.1 denied the averments pleaded in para.7 to 9 of the complaint and also the allegations of deficiency in service alleged against OP.1 and OP.1 further stated that, he is only service provider and there is no pleadings against OP.1 regarding deficiency in service. Hence OP.1 on this defence contested this complaint and pray for dismissal of the complaint.

6. The OP.2 counsel filed written version and denied the complaint allegations in toto and contended that, this complaint allegations are frivolous and misconceived. The complainant has filed this speculative and vexatious complaint against OP.2 which is liable to be rejected. The OP.2 has raised preliminary points in para.3 of written version stating that, the complainant has used the vehicle viz., City Line extensively and odometer reading is 10053 Kms., as on 22.07.2024 from the date of purchase i.e. 02.04.2024 and complainant using the said vehicle for commercial purpose i.e. for transportation business of passengers and as such complainant is not consumer within the meaning of CP Act and as such complaint is not

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maintainable. The OP.2 denied the allegations of manufacturing defect found in the vehicle and also OP.2 contended that, service team of OP.2 observed leakage of coolant from the bottom side of radiator and complainant has run the vehicle even after service engineer had advised the complainant not to use the vehicle for concerns of engine over heating and then vehicle was reported at workshop after extensive use in his business trip. The complainant has used non recommended coolant for the said vehicle resultantly over heating issue was observed and also thermo meter valve and gas kit damaged. However same has been replaced by this OP.2 on free of cost basis as a gesture of goodwill as per applicable warranty policy terms and conditions. According to OP.2 this is not manufacturing defect and this concern arose due to negligence external impart or tampering use of non recommended coolant and improper driving habit of complainant and even complainant ignored the leakage of coolant from the radiator. The OP.2 contended that, when complainant had raised the issue for over hearing, the OP has rectified the said vehicle to the satisfaction of complainant, but however complainant adamantly refused to take back duly repaired/rectified vehicle and demanding replacement of the vehicle or for refund of invoice amount which is wholly improper and unjustified. The said vehicle of complainant had gone through stringent checks pre delivery inspection (PDI) and complainant has purchased this vehicle after his full satisfaction with condition and purpose of the said vehicle. The relation between OP.2 and OP.1 is on principal to principal bases and as such OP.2 is not liable for

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the acts or omission of OP.1 and also there is no nexus or contract between this OP.2 and complainant. The OP.2 contended that, usage of the complainant of the purchased vehicle is for commercial usage and as such the complainant will not fall in the definition of consumer U/s.2(7) of CP Act 2019. Hence this complaint is liable to be dismissed. The OPs have rectified the issue brought by the complainant in their service station by attending repairs/replacement of parts as gesture of existence of warranty period to the satisfaction of the complainant and complainant had examined the rectification work at workshop by conducting test drive of the vehicle and confirmed that the sold vehicle is running satisfactorily and there are no manufacturing defects as alleged in the complaint. However complainant adamantly refused to take delivery of the repaired/rectified vehicle and demanding replacement of the vehicle or for refund of invoice amount, which is improper and unjustified. The complainant had issue/concern of over hearing for the first time and reported this issue on 10.06.2024 and as on that date vehicle had covered running Kms., of 10053 which indicates that, the vehicle was in good running condition as there are no manufacturing defects and OP.2 contended that, it is bounden duty of complainant to check level of coolant or adequate availability of coolant in the vehicle on regular basis and OP.2 further contended that, due to inadequate coolant and use of non recommended coolant and there is negligence of complainant and due to external impact or tampering of radiator, vehicle had resulted into radiator got blocked which causes less coolant flow through radiator and this engine of

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the vehicle got over heated due to lack of coolant and though dash board of the vehicle indicated about heated engine for want of coolant in the vehicle, but complainant had ignored such indications and allowed to run the vehicle even after showing such indications. However OPs have replaced the parts and got serviced brought by the complainant. Further OP.2 relying upon warranty policy provided to City Line vehicle, the warranty obligation of OP.2 is limited for repairing or replacement of the defective parts in genuine cases only and as per applicable warranty policy the engine or entire vehicle is not required to be replaced and therefore the question of payment of invoice amount does not arises and OP.2 relied upon the Term 2 and 4(a) of warranty policy and OP.2 also relied upon Term.8 applicability of warranty only with necessary consumables are used and approved quality and OP.2 contended that, there is negligence of complainant in running the vehicle in respect of dash board indications of inadequate coolant, wherein complainant had ignored such indication which has resulted into present concerns and according to Term.15 of policy terms warranty shall not apply for the vehicle or part has been subjected to misuse, negligence in use, inadequate maintenance, improper operation and storage or loading in excess of the carrying capacity as prescribed by manufacturer or service prescribed in the operations service book. The OP.2 relied upon Term.14, the company accepts no liability for any loss or damage direct or consequently or for any accident believed to have resulted from failure of any component or part or assessing otherwise. The OP.2 is a manufacturing company

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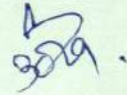
engaged in manufacturing commercial vehicles since more than 6 decades and relation between OP.2 and OP.1 is on principal to principal basis and not on principal and agent basis. Hence OP.2 denied the allegations of deficiency in service and also specifically denied the allegations of inherent manufacturing defect crept in the engine of the vehicle. Hence OP.2 denied the liability.

7. The OP.2 without prejudice to above contentions, OP.2 pleaded further in this written version contending that, the complainant had purchased commercial vehicle 9+D City Line vehicle manufactured by OP.2 for commercial usage, hence complainant is not consumer and this complaint is not maintainable against OP.2. The OP.2 denied the complaint averments in toto and called upon the complainant to prove the allegations of inherent manufacturing defect appearing in the vehicle. The complainant had only concern of over heating for the first time and vehicle was sent for the said concern on 10.06.2024 and as on that date complainant's vehicle had covered 10053 Kms., and it clearly indicates that, vehicle was in good running condition and there is no manufacturing defect noticed in the vehicle and OP.2 also contended that, complainant has not followed the guidelines issued by OP.2 and its service engineers provided in the user manual. Hence there is negligence on the part of complainant in using the vehicle. The OP.2 has replaced spare parts on free of cost basis as per applicable warranty policy. Hence OP.2 denied the complaint averments pleaded in para.6 & 7 of the complaint and complainant has used the said vehicle for nearly 10053 Kms., till 22.06.2024 from 02.04.2024 and

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now complainant alleging deficiency in service and manufacturing defect crept in the vehicle and as such complainant is not entitled for any reliefs and this complaint is devoid of any merits, whereas complainant adamantly refusing to take back the repaired vehicle. Hence OP.2 denied the averments pleaded in para.8 and 9 of the complaint and denied the complaint allegations in toto and OP.2 pray for dismissal of the complaint.

8. After filing of written version by OP.1 and 2, wherein this matter was posted for evidence of complainant, wherein complainant in order to prove his case has filed his affidavit evidence on 13.09.2024 and complainant was further examined as PW1 in continuation of his affidavit evidence filed on that day and got marked documents Ex.P1 to P14 and subsequently on 08.10.2024 complainant got examined PW2 by filing affidavit evidence of one mechanic by name Sandeep S/o.Mahadev Pawar, Proprietor of Pawar Auto Garage, Belagavi and in the evidence of PW2 documents Ex.P15 and P16 are marked i.e. report given by this mechanic dt.13.06.2024 and notarized copy of certificate issued in respect of PW2. Hence, complainant by examining himself as PW1 and after examination of mechanic/PW2 and got marked doc Ex.P1 to P16 and with this evidence complainant evidence closed. Subsequently Adv for op.1 and 2 filed I.A.No.I and II filed U/s.38 (8) and (9) of CP Act 2019 R/w. Sec.151 of CPC seeking to recall PW2 for cross examination or permit to leave interrogatories to answer by PW2 who is examined as expert witness on the side of complainant. This commission passed considered order on



27.03.2025 and allowed I.A.No.I and II partly permitting the OP.1 and 2 to file interrogatories as against PW2 expert witness for complainant to answer the interrogatories to be filed by OP.1 and 2 and accordingly OP.1 and 2 have filed interrogatories U/o.11 Rule.4 of CPC to answer by PW2 and PW2 has answered the respective parties interrogatories left by OP.1 and 2 on 18.07.2026 and on 18.06.2025 respectively in the above case.

9. The counsel for OP.1 has filed affidavit evidence of authorized representative of OP.1 i.e. Service Engineer in Arihant Motors, Belagavi viz., Maruti Verpe, who has filed his affidavit evidence on 03.09.2025 and further this authorized person is examined as RW1 and got marked documents Ex.R1 to R7 and closed the evidence of OP.1 and subsequently matter was posted for evidence of OP.2 and posted on 15.09.2025, but on that day OP.2 failed to lead evidence and thereby this commission closed the evidence of OP.2 and posted the matter for arguments and posted on 09.02.2025 and subsequently the counsel for OP.2 has filed I.A.No.III seeking leave to lead evidence of OP.2 and this commission allowed I.A.No.III and permitted OP.2 to lead evidence and reasonable cost of Rs.300/- is imposed on OP.2 and thereby the counsel for OP.2 filed affidavit evidence of Authorized Representative of OP.2 one R.Pandeeswaran representing Force Motors Ltd., Mumbai, who has filed his affidavit evidence on 13.11.2025 and examined as RW2 and got marked documents Ex.R8 to R12 on 13.11.2025 and thereby evidence of OP.2 closed, thereafter matter was posted for arguments.

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10. The counsel for complainant had filed his written arguments on 13.03.2026 in the above case and also submitted memo of citations submitted on 13.03.2026 and 24.03.2026, whereas counsel for OP.1 and 2 also submitted their respective written arguments in the above case and also submitted memo of citations. The counsel for OP.1 filed written arguments on 09.04.2026 and counsel for OP.1 filed memo of citations on 18.05.2026, whereas the counsel for OP.2 filed written arguments on 09.04.2026 and also submitted memo of citations relying upon 2 citations vide memo of citations dt.09.04.2026. We heard the arguments of both sides in the above case and posted the matter for orders.

11. On perusal of pleadings, evidence both oral and documentary evidence placed by both parties comprising of evidence of PW1 and 2 and documents Ex.P1 to P16 and rebuttal evidence of RW1 and 2 and documents Ex.R1 to R12 and perused the written arguments filed in the case file and also perused the relevant citations relied on both sides and on appreciation of these materials placed on record, for disposal of this case the following points that would arise for our consideration are as under;

Point No.1:- Whether the complainant proves that, he is consumer within the definition of Sec.2 (7) of C.P.Act 2019 and OPs are service providers and complainant has purchased this City Line passenger vehicle for his livelihood and further complainant proves that, this vehicle purchased by him had noticed/found with inherent manufacturing defect

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within a span of 2 months from the date of purchase and though complainant requested the OPs to rectify the issue raised in the engine and other parts, but OPs failed to render proper and satisfactory service and as such the purchased vehicle is under warranty policy terms and conditions and as such complainant is entitled for replacement of the vehicle from OPs or complainant is entitled for alternative relief prayed by him for refund of invoice amount paid by him with interest and also complainant is entitled for compensation and cost of the litigation and complaint deserves to be allowed against OP.1 and 2?

Point No.2:- What order?

Our findings to the above Points are:

Point No.1 -Partly Affirmative and Partly Negative

Point No.2-This complaint deserves to be allowed partly with cost against OP.1 and 2 holding them jointly and severally liable and complainant has established a case of manufacturing defect and entitled for replacement of the vehicle as first prayer made by him against OPs and alternatively in case OPs fail to replace the vehicle, then OPs shall refund invoice amount paid by the complainant to the tune of Rs.15,00,000/- with interest thereon @6% p.a., from the date of invoice i.e. 02.04.2024 till realization and also complainant is entitled for compensation of Rs.10,000/- and Rs.5,000/- towards cost of the litigation and complaint deserves to be allowed against OP.1 and 2 for the following

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13. The OP.1 and 2 have appeared and denied the case of the complainant by filing written version respectively and also led evidence of RW1 and 2 and relied upon documentary evidence Ex.R1 to R12 and denied the allegations of manufacturing defect crept in this sold vehicle.

14. The burden lies on the complainant to prove that, the purchased vehicle is having inherent manufacturing defect and complainant shall have to produce the expert opinion under the old CP Act U/s.13 (2) of CP Act 1986 and under new CP Act U/s.38 (1) (c) of CP Act 2019. However complainant filed his affidavit evidence and examined as PW1 and got marked documents Ex.P1 to P14 and complainant to prove his case further got examined PW2 who is a mechanic and proprietor of Pawar Auto Garage at Belagavi and PW2 has filed his affidavit evidence and examined as PW2 on 08.01.2024 and got marked documents Ex.P15 and P16 and PW2 has submitted report in respect of complainant's vehicle. Hence PW1 and 2 have deposed their evidence and relied upon documents Ex.P1 to P16. Complainant also filed Declaration U/s.65 (B) of Indian Evidence Act on 13.09.2024.

15. The OPs have led rebuttal evidence. The OP.1 examined Authorized Representative i.e. Service Manager working at Belagavi on 03.09.2025 as RW1 and got marked documents Ex.R1 to R7 and Authorized Representative of OP.2 deposed evidence as RW2 and got marked documents Ex.R8 to R12. On perusal of affidavit evidence of RW1 and 2, wherein the Authorized Representative of OP.1 and 2 have denied the case of the complainant and also RW1 and 2 have

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:: R E A S O N S ::

12. POINT NO.1 : The complainant being a driver by profession and resident of Vadagaon, Belagavi has filed this consumer complaint against OP.1 and 2 respectively dealer/ manufacturer of passenger vehicles and complainant has alleged that, he has purchased Force passenger vehicle from OP.1 authorized dealer at Belagavi manufactured by OP.2 and this purchased vehicle is having 9+D passenger capacity and complainant has paid invoice amount of Rs.16,00,000/- purchased for this vehicle on 02.04.2024 and after purchase of the vehicle he got registered with RTO, Belagavi and also obtained valid insurance policy by insuring the vehicle and obtained policy by paying requisite premium amount and complainant started to use the vehicle in order to earn his livelihood, but after use of the purchased vehicle after 2 months the purchased vehicle got started problems/issues of over heating, coolant problem and other allied problems raised by the complainant and complainant further stated that, he got serviced the vehicle on 27.05.2024 and he has paid Rs.5,200/- for that service charges to OP.1 and it is the case of the complainant that, further he started to run the vehicle on 10.06.2024, but vehicle was blocked on the way again with recurring problem of engine heating, drying of coolant and thereby complainant has raised issue with OP.1 and 2 and though OPs have rendered some service by repairs and also by changing some parts, but complainant still not satisfied with the work done by OP.1's service center and complainant lastly by causing legal notice constrained to file this complaint against OP.1 and 2.



stated that, there is no manufacturing defect found in the engine in respect of sold vehicle, whereas OP.1 and 2 stated that, they have kept ready vehicle by attending repairs/rectifying the issues raised by the complainant, but complainant due to his adamant nature has not taken delivery of the vehicle and the said vehicle is in possession of showroom of OP.1 and Authorized Representative of OP.2 stated that, OP.1 is authorized dealer and relation between OP.2 and OP.1 on principal to principal basis and not based upon principal and agent basis. Hence OP.2 denied his liability in this case and OPs relied upon documents Ex.R1 to R12.

16. The counsel for OP.1 and 2 have contested the veracity of testimony deposed by PW2, wherein complainant has examined this PW2 i.e. Sandeep S/o.Mahadev Pawar, age 51 years, occupation Mechanic and Proprietor of Pawar Auto Garage, Belagavi and PW2 filed his affidavit evidence and deposed in respect of expert opinion given in respect of complainant's vehicle and this witness also replied the interrogatories left by OP.1 and 2 and on perusal of questionnaire posed to PW2 in the interrogatories and reply affidavit of PW2, though PW2 is having ITI qualification but PW2 appears to be senior mechanic running a car garage at Belagavi and having experience in automobile branch and also he has completed his Vocational Training Course and rendering service as mechanic for a period of 5 years in Tata Motors as per affidavit contents PW2, is running garage for the last 30-32 years and he has attended the call of complainant on 10.06.2024 as complainant's running vehicle

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was blocked near Unkal Lake, Dharwad on Goa Road. Though OPs have left interrogatories to PW2, but considering the testimony of PW2 though he is less qualified, but PW2 appears to have got experience in mechanic in automobile knowledge. Though he is not qualified engineer with qualification of B.E. & B.Tech., but his requisite qualification as ITI would serve the purpose and as such complainant had placed on record expert/mechanical opinion as per Ex.P15 in this case. In order to rebut Ex.P15 the OPs have not examined their expert technician in the above case. On the contrary OPs have admitted purchase of the vehicle by the complainant on 02.04.2024 and within a span of 2 months on 10.06.2024 the said vehicle cropped up with problem of engine heating that too after running only 9000 Kms., and on 1.06.2026 the vehicle was blocked due to heating problem near Unkal Lake, Dharwad, which is major repair and complainant could not use the vehicle for recurring engine heating problem occurred in the purchased vehicle. Though OP.2 has relied upon joint inspection report, vehicle history, copy of warranty and other documents Ex.R8 to P12 and OP.1 has relied upon Ex.R1 to R7 and admittedly the purchased vehicle is having warranty period granted in favour of complainant/purchaser, whereas complainant has purchased this vehicle on 02.04.2024 and issues/problems are cropped up on 27.05.2024 and on 10.06.2024 within span of 3-4 months. The complainant has purchased this vehicle for earning his livelihood and has raised loan from PKPS, Iddalagi and complainant is paying EMIs to his financier and complainant had a hope that, this vehicle could

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run smoothly and complainant could get livelihood and to maintain his family on the income earned by running this vehicle, but the dream of complainant could not be fulfilled as complainant faced problems in running the vehicle immediately after 2-3 months of date of purchase. The complainant himself is driver by profession and he is the best witness to speak about the condition of the purchased vehicle in this case. Considering the repeated major repairs and service rendered by OPs and considering the expert evidence of PW2 and Ex.P15/Report we hold that the complainant has proved that this purchased vehicle is having inherent manufacturing defect and as such the case made out by the complainant appears to be more probable and approximate and as such the evidence of PW1 and 2 is accepted on record, whereas OPs have failed to prove their defence. Hence complainant has made out case of inherent manufacturing defect crept in the newly purchased vehicle.

17. The complainant has prayed for replacement of the vehicle by taking back this sold vehicle by OP.1 and 2 and in the alternative complainant has prayed for refund of invoice amount. Considering the case of complainant, wherein complainant has prayed for refund of Rs.16,00,000/- alleged invoice amount paid by him, but OP.1 and 2 have denied this quantum of amount paid by complainant under invoice dt.02.04.2024. Hence burden is on the complainant to prove that, he has paid Rs.16,00,000/- as invoice amount for purchasing the vehicle. The complainant has produced invoice marked at Ex.P12 dt.01.04.2024, wherein the complainant has purchased this vehicle for invoice amount of

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Rs.15,00,000/- as per this invoice issued by Arihant Motors Pvt. Ltd., Belagavi and complainant failed to produce any document of invoice for having paid an amount of Rs.16,00,000/-. In the alternative relief complainant has made out case of refund of invoice amount of Rs.15,00,000/- with interest @6% p.a., payable from 02.04.2024 till realization of the amount. Admittedly there is hypothecation of PKPS, Iddalagi, Tq. Hungund, who have released finance to complainant for purchase of the vehicle. Hence this hypothecation of PKPS, Iddalagi is noted by this commission and complainant shall have to clear off this loan and to get deleted, remove hypothecation in the R.C. document and obtain endorsement from the RTO, Belagavi.

18. The OPs have denied the status of complainant as consumer and also contended that, the complainant has purchased this commercial passenger vehicle for running the vehicle for commercial use and earning profit amounts to commercial usage of the vehicle and this complaint is not maintainable, but complainant himself in the pleadings and in the evidence pleaded that, he had purchased this passenger commercial vehicle for earning his livelihood and to maintain his family and complainant had no profit motive by purchase of this vehicle. Hence complainant admittedly becomes consumer as his object is to earn livelihood and to maintain family. Hence complainant proved to be consumer as against OP.1 and 2 as defined U/s.2 (7) of CP Act 2019.

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19. We have perused the citations of counsel for complainant and that of OPs counsel. The citations produced by the complainant are as follows;

- **R.P.No.958/2007 of National Commission in the case of M/s.Hyundai Motors India Ltd., Vs. M/s. Affiliated East West Press (P) Ltd.**
- **R.P.No.4113/2011 of National Commission in the case of Tata Motors Ltd., Vs. Jogender Sharma and Others.**
- **R.P.No.3445/2017 of National Commission in the case of Shivani W/o.Shri Om Prakash Tavani Vs. MD, Mahindra and Mahindra Ltd., & Others.**
- **R.P.No.223/2016 of National Commission in the case of Skoda Auto Volkswagen India P Ltd., Vs. Meghana Corporates P Ltd., & Another dt.24.06.2020.**
- **FA No.223/2016 of National Commission in the case of Vinod Premchand Rohida Vs. M/s. Skota Auto India Pvt. Ltd., & Anr.**

The citations produced by OP.1 are as follows;

- **R.P.No.374-375/2005 of National Commission in the case of Classic Automobiles Vs. Lila Nand Mishra and others.**
- **2004 (1) CPR 295 decided by Union Territory Consumer Disputes Redressal Commission,**

30/9.

**Chandigarh in the case of Apex Motors Vs.
Neelam Rattan**

The citations produced by OP.2 are as follows;

- **III (2003) CPJ 640 in the case of Madhav Processors Vs. Veerprabhu Marketing Ltd., & Anr.**
- **II (2001) CPJ 117 in the case of P.M.Subaire & Anr Vs. Ashok Leyland Ltd., & Anr.**

The citations relied by complainant are comes to the avail of complainant and moreover complainant has placed on record expert opinion Ex.P15 issued by PW2. Hence we hold that, complainant has proved his case of deficiency in service and also proved that this passenger commercial vehicle is crept with major defect in the engine part and also gas kit and vehicle got seized on the middle of the road on 10.06.2024 and even though OPs have kept vehicle in their showroom handed over by the complainant since 10.06.2024 and though OPs have filed application in this case seeking direction to complainant to get back delivery of the vehicle, but complainant left the vehicle in the custody of OP.1 knowingly full well that this purchased vehicle is having inherent manufacturing defect. Hence the purchased vehicle is having covered under warranty period and as such OP.1 and 2 shall bound to replace the vehicle by providing new vehicle of same brand of same price to complainant or in the alternative they shall refund invoice amount of Rs.15,00,000/- with interest @6% p.a., from 02.04.2024 till



realization. The complainant is also entitled to Rs.10,000/- towards compensation for mental agony and harassment and Rs.5,000/- towards cost of the litigation. Accordingly we answer Point No.1 in Partly Affirmative and Partly Negative.

20. POINT NO. 2: In view of our above findings submitted on Point No.1, this complaint filed by the complainant deserves to be allowed partly with cost against OP No.1 and 2 jointly and severally. Hence we proceed to pass the following

:ORDER:

The consumer complaint filed by the complainant U/s.35 of C.P. Act, 2019 is allowed in part with cost against OP No.1 and 2 jointly and severally.

The OP No.1 and 2 are hereby jointly and severally directed to replace the Force City Line vehicle of complainant with new one of same brand. In the alternative the OP.1 and 2 are jointly and severally directed to pay/refund the vehicle invoice amount to complainant of Rs.15,00,000/- with interest @6% p.a., from the date of invoice i.e. from 02.04.2024 till realization of entire amount in favour of complainant.

Further OP No.1 and 2 are jointly and severally directed to pay Rs.10,000/- to the complainant towards compensation for mental agony and suffering and Rs.5,000/- towards cost of the litigation.

30/9.

The order shall be complied within 45 days from the date of the order.

(Order dictated, corrected and then pronounced in the open Commission on: 30th September, 2026)

Smt. S.S. Kadrollimath 30/9/26
Smt.S.S.Kadrollimath
Member

Sri. Sanjeev V. Kulkarni 30/9/26
Sri.Sanjeev V.Kulkarni,
President

msr

ANNEXURE

1) Witness examined on behalf of complainant

1. Mugundappa S/o.Irappa Hunagund – PW-1
2. Sandeep S/o.Mahadev Pawar– PW-2

2) Documents marked on behalf of complainant -

Ex.P1	Original RC Particulars
Ex.P2	Original permit of vehicle
Ex.P3	original authorization certificate
Ex.P4	Original insurance policy
Ex.P5	Original delivery challan
Ex.P6	Original tax invoice dt.27.05.2024
Ex.P7	4 photographs
Ex.P8	Copy of SMS
Ex.P9	CD device
Ex.P10 & P11	Office copy of reply notice dt.26.07.2024 and postal cover
Ex.P12	Notarized copy Tax Invoice dt.01.04.2024
Ex.P13 & P14	Reply notice dt.26.06.2024 and postal acknowledgement
Ex.P15	Expert report dt.13.06.2024
Ex.P16	Notarized copy of National Trade Certificate

30/9/26

1) Witness examined on behalf of OPs :

- 1) Maruti Verpe-RW1
- 2) R.Pandeeswaran -RW2

2) Documents marked on behalf of OPs:

Ex.R1	Authorization letter dt.25.07.2024
Ex.R2 to P4	Reply notice dt.26.06.2024 and postal receipt and acknowledgement
Ex.R5	Copy of vehicle history
Ex.R6	Tax invoice of 1 st service
Ex.R7	Tax invoice of service
Ex.R8	Authority letter dt.06.08.2024
Ex.R9	Joint Inspection Report dt.23.08.2024
Ex.R10	Vehicle history
Ex.R11	Copy of warranty policy
Ex.R12	Service coupon book

Siremath. 30/9/26
Smt.S.S.Kadrollimath
Member

Sanjeev V. Kulkarni. 30/9/26.
Sri.Sanjeev V.Kulkarni,
President