

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I,
U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/200/2020
Date of Institution	:	2.7.2020
Date of Decision	:	18/10/2023

Harjit Singh S/o Lt. Sh. Amrik Singh R/o H. No.1288, Sector 34-C, Chandigarh UT, 160022.

... Complainant

V E R S U S

1. Toyota Kirloskar Motor Pvt. Ltd. Plot No.1 Bidadi Industrial Area, Bidadi, Ramnagar District, Karnatka, PIN Code:582109, Karnatka India. through its signing authority/Managing Director.
2. EM Pee Motors Limited PIONEER TOYOTA Plot No.177 H. Industrial Area Phase-I, Chandigarh through its signing authority/Managing Director.

. ... Opposite Parties

CORAM :

PAWANJIT SINGH	PRESIDENT
SURJEET KAUR	MEMBER
SURESH KUMAR SARDANA	MEMBER

ARGUED BY :

- Karajveer Singh, Advocate proxy for Sh. Amritveer Singh, Advocate for complainant.
- Arjun Kundra, Advocate for OP No.1
- Gaurav Bhardwaj, Advocate proxy for Sh. S.R. Bansal, Advocate for OP No.2.

Per SURESH KUMAR SARDANA, Member

Briefly stated the complainant purchased a car Etios Liva GD from OP No.2 on 29.7.2015 for a sale consideration of Rs.6,75,000/-. Since the purchase the car was being regularly serviced by the complainant from OP No.2. The complainant since 2017 onwards was making complaints of noise and engine oil light fluctuates to OP No.2 but it did not pay any heed to the complaints of the complainant. It is alleged that the car in question was consuming oil over the standards set by the OPs but despite several requests and visits made by the

complainant the OPs failed to rectify the fault in the vehicle in question. Alleging the aforesaid act of Opposite Parties deficiency in service and unfair trade practice on their part, this complaint has been filed

2. The Opposite Party No.1 in its reply stated that the vehicle in question purchased by the Complainant is a well-established product in the market and the complainant had taken delivery of the vehicle, after being satisfied with the condition of the vehicle and its performance and on 15.07.2015, a pre-delivery vehicle inspection was conducted in which the subject vehicle was thoroughly examined and found to be in good condition and delivery of the vehicle was made to the complainant. Subsequently, upon reaching upon each of the milestones as per the manual of the subject vehicle, servicing of the vehicle was carried out, i.e., after completion of 1,000 kilometres on 28.08.2015, 10,000 kilometres on 15.07.2016 and 20,000 kilometres on 28.07.2017. It is averred that any issues faced by the complainant were thoroughly looked into and dealt with during these service visits to the complete satisfaction of the complainant. The complainant never raised any allegation of defect in services during these service visits and always concluded the same fully satisfied. Thereafter, the vehicle was brought at the service centre on 19.03.2018 and 04.10.2018 after completion of 30,000 kms and 40,000 kms respectively. The Complainant complained about "Engine Oil Level Low

Warning." The Engine Oil was duly replaced and the vehicle was kept under monitoring. Thereafter on 20.08.2019, the vehicle was again reported at the service centre completion of 50,841 kms with Complaint of Engine Oil Consumption. It is pertinent to mention that the Warranty Period of the Vehicle had expired. However, as a goodwill gesture the Opposite Party replaced the Vacuum Pump of the vehicle free of charge despite the fact that the Warranty had expired. It is averred that that engine oil consumption depends upon various factors such as engine speed, load, frequency of acceleration and deceleration, engine idling and driving pattern and the consumption of engine oil and/or consequent replenishment to extent consumed by way of topping it up happens to be a normal and/or inherent characteristic of the machinery than a defect therein. A certain amount of engine oil will be consumed while driving and oil consumption may increase, and engine oil may need to be refilled in between oil maintenance intervals. it is denied that there is any manufacturing defect in the vehicle. All other allegations made in the complaint has been denied being wrong.

3. OP No.2 in its reply state that the car in question was attended properly as and when it was received for any kind of repair and there is no deficiency on the part of the answering OP. It is averred that the answering OP is a service provider and no liability can be fastened against it in case of manufacturing defect. Denying all allegations made in the complaint a prayer for dismissal of the complaint has been made.
4. No rejoinder filed.
5. Contesting parties led evidence by way of affidavits and documents.
6. We have heard the learned counsel for the contesting parties and gone through the record of the case.
7. On perusal of the complaint, it is gathered that the main grievance of the complainant is that the vehicle purchased by him was continuously having the excess engine oil consumption since its purchase and inspite of report of the same to the Ops they are not in a position to correct the same. He also alleged that the problem existed during warranty period and even after lapse of warranty period.
8. On perusal of documents annexed as Annexure C-4, it is observed that there is a mention of "for oil consumption customer are advised to check it again after 5,000 KM". Even in this report also engine oil to the extent of 100 ml has been put in the engine for top up, which clearly, clearly indicates excessive oil consumption. On perusal of Annexure C-3 and C-5 also it is observed that the vehicle has been taken many a time to the OPs for the problem of "engine oil level low, warning light on to be check" and the OPs have also replaced vaccum pump under good will warranty and has also topped up with replenished engine oil.
9. From the above discussion it is very clear that the complainant has taken his vehicle many a times to the OPs workshop for the over consumption of the engine oil for top up for which he has been paying during warranty period and even after warranty as well, thisw has caused mental and physical harassment to the complainant.
10. Though the complainant has made a prayer for replacement of the defective car/engine but we are not inclined to accept the said prayer as the complainant has been running the vehicle with the existing

problem after getting the engine oil replenished due to excessive engine oil consumption, however, one can imagine the plight of the complainant, who purchased a costly brand-new vehicle for his comfort but on the other hand, it became a headache for him, as the aforesaid problem occurred therein, within a few months of its purchase and thus the complainant needs to be compensated in terms of harassment faced as one time measure.

11. In view of the above discussion, the present consumer complaint succeeds and the same is accordingly partly allowed. OPs are directed as under:-

- i. to pay Rs.1,00,000/- as compensation for causing mental agony and harassment to him;
- ii. to pay Rs.8,000/- to the complainant as costs of litigation.

12. This order be complied with by the OPs within thirty days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(ii) above.

13. Pending miscellaneous application(s), if any, also stands disposed off

14. Certified copies of this order be sent to the parties free of charge. The file be consigned.

sd/-

[Pawanjit Singh]

President

Sd/-

[Surjeet Kaur]

Member

Sd/-

[Suresh Kumar Sardana]

Member

18/10/2023

mp