

DISTRICT CONSUMER DISPUTES REDRESSAL FORUM-II
Udyog Sadan, C-22 & 23, Qutub Institutional Area
(Behind Qutub Hotel), New Delhi- 110016

Case No.224/2021

Sameer Varma

R/o Flat No.1/A, Block-H
Saket, New Delhi-110017.

....Complainant

VERSUS

KIA MOTORS INDIA

16th Floor, Two Horison Center
Golf Course Road, DLF Phase V
Sector-43, Gurgaon-122002.
HARYANA.

Frontier Automobiles Pvt. Ltd.

A 2/8 Safdarjung Enclave
Opp. Bhikaji Cama Place
New Delhi-110029.

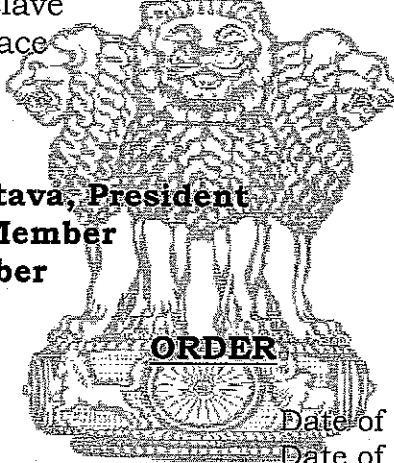
....Opposite Parties

Coram:

Ms. Monika A Srivastava, President

Ms. Kiran Kaushal, Member

Sh. U.K. Tyagi, Member



ORDER

Date of Institution:12.08.2021

Date of Order : 31.10.2023

Member: Shri U.K.Tyagi

SOUTH I

Complainant has requested to pass an award directing M/s Kia Motors and Frontier Automobiles Pvt. Ltd. (hereinafter referred to as OP-1 & OP-2 respectively) to replace all the defective chrome parts with brand new in Kia Seltos at its own cost and expense; (ii) Award Rs.1,00,000/- as damages to complainant for defective services; (iii) Award Rs.20,000/- for mental agony and physical strain and inconvenience (iv) Award Rs.5,000/- towards cost of litigation etc.

Brief facts of the case are as under:-

The complainant purchased a car i.e. Kia Seltos bearing Registration No. DL-12CR 5074, manufactured by OP-1 and sold through OP-2 i.e. authorised dealer of OP-1 for the total amount of Rs.19,41,596/-. On 23.09.2020, the complainant took the said vehicle to the service dealer i.e. OP-2 at D-81 Okhla Industrial Area Phase-1, New Delhi-20 and informed

the General Manager of OP about rusting of the Chrome parts vide repair order dated 23.09.2020. The same is annexed at Annexure C-2. Some photographs of the rusted Chrome parts were shared with Northern Area Manager and are annexed as Annexure C-3. The OP-2 cleaned the rusted parts and moisture absorbent in head lights and charged Rs.494/- vide invoice dated 23.09.2020. At the time of 3rd service on 26.12.2020, the problem of rusting of chrome parts reoccurred. The issue was raised with OP-2 and its Sr. Representative. Again, the same process of cleaning was carried out and assured by the OP-2 that said parts of chrome would not rust.

On 01.04.2021, the Chrome parts continued to rust, the complainant was constrained to lodge complaint with KIA Customer Care vide complaint No.1-63931126. On 02.04.2021, the General Manager of OP explained the problem of rusting and assured to fix soon. On the next day, two persons visited the residence of the complainant for inspection of the vehicle on the request of representative of OP-2. On 08.04.2021 the said vehicle was taken to their workshop. On inspection, it was authorised to replace the rear right tail light and to clean the rusted front left headlight Chrome about 16". Although rust was removed but there was significant discolouration, Photographs were taken by representative of OP-2 to discuss with Sr. Officers of OP-1. It was assured that at the end of every month on 30th the service team will visit to clean these chrome parts at his residence. On 10.04.2021, Shri Bahuguna, General Manager of OP-2 refuted the all the points, discussed above. In the said e-mail, he conveniently passed on the buck on the pollution in the city. Copy of e-mail dated 10.04.2021 of the OP-2 is enclosed at Annexure C-5.

The complainant vide e-mail in response to e-mail of OP-2 reminded him that he had spent Rs.14.20 Lakh and did not subscribe to the theory of dust and dirt due to increasing level of pollution. The discoloration is due to poor quality of product. The issue of hard water was also negated as baseless and non-applicable in the instant case as contended by the complainant as there was no issue of hard water at his residence. The issue of use of leather polish was also baseless as the same was shared with OP-2 and was used only for interior seats not for outer parts. The complainant further reminded the representative of OP-2 about the discussion held on 08.04.2021.

Again on 12.04.2021, Mr. Bahuguna, GM of OP-2 in response of e-mail of 10.04.2021, refused to acknowledge the fault of OPs and maintained that discolouration was due to weather condition. Hence, not covered under warranty and further confirmed by OP-1 as well. He remained firm on the theory of dust and dirt deposition depending on weather condition from

place to place. It was not a product quality issue. Replacement of rear right tail light was not on the ground of poor quality product but as a goodwill gesture. It was also conveyed that service team would be visiting for cleaning chrome parts as complainant was a valuable customer. Copy of e-mail dated 12.04.2021 of OP-2 is annexed as Annexure C-7. The complainant maintained that discolouration of the parts was not on account of use of emblem cleaner, rubbing compound and colin as against the theory of Mr. Bahuguna, GM of OP. The engine of the vehicle is cleaned during the service not by water etc. by complainant. From the conduct of OPs, it seemed that they did not at all acknowledge the use of poor quality of product. The GM of OP-2 vide its mail dated 16.04.2021 stated that they had acknowledged the concerns and would revert on it. On 27.05.2021, the complainant received e-mail stating that there was no manufacturing defect and discolouration was just phenomenon which was dependent on weather conditions.

The complainant vide its mail dated 01.06.2021 raised the issue and no resolution was provided. No corrective steps were taken by OP-2. The weather condition would have applied on all vehicles of this make.

OP-1 on the other hand, filed its reply interalia raising preliminary objections/submissions. It was submitted that OP-1 is engaged in business of manufacturing of world class quality of motor vehicles. It was further stated that except for what has been specifically admitted hereinafter, the contents and averments made by complainant are denied in toto and nothing contained in the complaint should be deemed to be admitted by OP-1 for want of line-by-line traversed until and unless specifically admitted herein. The complainant registered its complaint of rusted chrome parts on 23.09.2020 which was cleaned to the satisfaction of the complainant. When the complainant registered its complaint with respect to rust/discolour on 01.04.2021. The OP-1 being a Customer Care Co. appointed Mr. Apoorva Verma, after-sales-service field Manager to had inspection of the vehicle was inspected on 08.04.2021 at dealer's workshop and conducted thorough inspection. He authorised replacement of rear right tail light and cleaning of left head light chrome as a gesture of goodwill. The said representative of OP-1 apprised the complainant that rusting of said parts was due to the following reasons:-

- (i) Increasing level of pollution
- (ii) Deposition of hard water residues occurred due to washing of car.
- (iii) Usage of unauthorised/non-genuine products on car for cleaning purpose.

The OP-1 further maintained that as per Chapter 8 (Maintenance Appearance Care as mentioned in Owner's Manual - the complainant/customer is bound to adhere to the instruction for upkeep of car. It is submitted that the moisture creates corrosion which is most likely occur on the said parts. Mud is also corrosive. As regards to discolouration of parts, it is stated in said Manual that the reasons/causes/factor of corrosion are road salt, dirt and moisture etc. This process leaves the vehicle unprotected and exposed to corrosion. It is the duty of the owner to keep the vehicle away from these agents of corrosion.

The OP-1 cannot be fastened any liability for rusting/discolouration of chrome as same is completely dependent upon the road conditions, temperature/weather etc. As per car's owner Manual, there are many such parts which are not replaceable under Warranty. Prima facie, it appears that the complainant had used non-approved polish while washing the car. The material which is not approved by OP-1, itself is a breach of guidelines. As such, the OP-1 stated that since the complaint is based on frivolous, false and baseless allegation, therefore it ought to be rejected/dismissed outrightly.

OP-2 was proceeded ex parte vide order dated 10.03.2023. Hence, no reply etc.

Both the parties filed its written submission and evidences in affidavit. Written statement of OP-1 is on record so is rejoinder. Oral arguments were heard and concluded.

This Commission has gone into entire material placed on record. Due consideration was given to the arguments. From the above discussion, it transpires that grievances of the complainant hinges around only:-

- (a) Rusting of Chrome parts
- (b) Discolouration of the parts in the process of the cleaning of rusting of these parts.

This Commission has gone deeply in the matter as discussed above. The response to the e-mail or its reply by OP-1 was also appreciated. It is noted that the problem of rusting was brought to the notice of OPs well within one year of the purchase of the car. The OP-2 tried to fix the problem by cleaning the rust but same did re-appear. Then, the OP-1 was involved by the complainant. A thorough check was done at the workshop of OP-2, duly appointed after-sale-service centre. Some parts of the car was allowed to be replaced but as a gesture of goodwill not as manufacturing defect/deficiency as maintained by OP-1.

404
D

From the examination of e-mail exchanged between complainant and OPs, it is revealed that OPs had tried to put the blame on the complainant on the grounds that (i) vehicle was washed with water on daily basis (ii) the non-approved material was applied on these parts— as a result of these, corrosion of the parts started OPs have taken defence by quoting the Owner's Manual -where some cautions have been provided. Since the complainant failed to adhere to the guidelines, hence, OPs cannot be held liable whatever replacement was done as a gesture of goodwill not as part of defect in parts/material as maintained by OP-1.

The OP-1 had also quoted the relevant portion of Maintenance of the Car's Owner Manual with respect to such discolouration of parts which points the reasons/causes/factor of corrosion which are road salt, dirt and moisture etc. The OP-2 vide its mail categorically stated that the rust/discolouration might be due to weather conditions and pollution. The complainant had stated vide its mail that discolouration had happened when the services team at OP-2 service centre applied as (a) emblem cleaner (b) rubbing compound and (c) Colin

The OP-1 had categorically stated that rusting of said parts was due to the following reasons:-

- (I) Increasing level of pollutions
- (II) Deposition of hard ware residues
- (III) Usage of unauthorised products on the parts of car.

The complainant refused the charges of usage of unauthorised product and stated that the use of Maguire Leather polish was used for leather seats only. Undoubtedly, the OP-1 had made aware this Commission about the causes of rusting etc. but no statistics were provided such as how many vehicles were sold in Delhi and how many got rusted? In the absence of such data, we are unable to rely on the stand of OP-1.

In view of the facts and circumstances, and discussion held above, this Commission is of the considered view that OPs are deficient. Accordingly, OPs are directed to pay Rs.70,000/- in all to the complainant within two months from the receipt of this order severally and jointly failing which the rate of interest shall be levied @ 7% per annum till its realisation.

File be consigned to the record room after giving copy of the order to the parties as per rules.

(Kiran Kaushal)
Member

(U.K. Ayagi)
Member

(Monika A Srivastava)
President