

suffered frontal impact. Thereafter, the complainant raised the point of non-opening of airbags before the OPs but on assurance given by the OPs the complainant believed that as the brand Toyota is an internationally reputed brand and having faith on its brand value the complainant was satisfied that the vehicle is now defect free and safe to ply on roads and all the safety features are in working condition.

On 24.06.2020 the complainant was plying on road from poultry farm Chowk to Colony No.4, Chandigarh in the subject vehicle and then suddenly a truck hit the subject vehicle of the complainant and the front end of the vehicle was again damaged. The airbags of the vehicle did not deploy again which caused a huge impact on the complainant. Immediately after the accident the vehicle was taken to OP No.1, authorized dealer of the manufacturer of the vehicle of OP No.2 and all the repair work was done by the OP No.1 (Annexure C-3 & C-4). The complainant bought the top end "V" model vehicle assuming it to be best and safe vehicle as it is having dual front airbags, ABS Breaking system alongwith other safety features. But to the utter dismay and surprise of the complainant the airbags of the vehicle did not deploy twice at the time of accident which took place from the front side of the vehicle, thereby defeating the main purpose of the complainant to buy such an expensive vehicle i.e., safety of the occupants. Hence, is the present consumer complaint.

2. OP No.1 contested the consumer complaint, filed its written reply and stated that there is no deficiency in service on the part of OP No.1 because the complainant had not paid the balance payment of Rs.1,23,348/- and other parking and maintenance charges @200/- per day since 22.09.2020, till date, but this fact has not been disclosed. It is also submitted that the complainant doesn't seem to be competent to drive the vehicle as it had met an accident two times, which is an admitted fact, hence the complainant should have engaged proper driver to drive the vehicle to avoid any further loss of his life and vehicle. On these lines, the case is sought to be defended by OP No.1.
3. OP No.2 contested the consumer complaint, filed its written reply and stated that from the inspection carried out on the complainant's vehicle, it was clear that the vehicle met with an accident wherein the impact on the left-hand side of the vehicle, the bumper, left hand side of engine room and crush box, which did not necessitate deployment of SRS airbags, as the nature of impact on vehicle did not meet the criteria for the deployment of airbags. Furthermore, there is no defect, whatsoever, found in the sensor of the subject vehicle as alleged by the complainant in his complaint. Copy of the inspection report is annexed as Ex.II. It is further submitted that it is abundantly clear from the investigation report that a thorough inspection of the complainant's vehicle's SRS electrical system circuit was conducted, wherein all the components were found to be intact and in working condition, and there was no defect detected in the system. The vehicle self-diagnosis system was found to be working appropriately. This implies that there was no error or anomaly detected in the SRS airbag system of the complainant's vehicle at the time of the accident. Therefore, there is no manufacturing defect in the subject vehicle as alleged in the present complaint. On these lines, the case is sought to be defended by OP No.2.
4. Parties led evidence by way of affidavits and documents.
5. We have heard the learned counsel for the parties and gone through the record of the case.
6. On perusal of the complaint, it is gathered that the main grievance of the complainant is that on two occasions, when his vehicle met an accident at the front end and inspite of great damage and huge frontal impact, the airbags did not deploy.
7. Learned counsel for the OP No.2 submitted that the airbags get deployed only when there is severe impact of force and airbags may not deploy if the vehicle collides with objects like poles and trees, when full force of the impact is not delivered to the sensors. Learned counsel for the OP No.2 also argued that during SRS Investigation, it was found that the impact of the accident was such that the minimum threshold force required for the deployment of the airbags was not delivered to the front sensors installed in the engine compartment and hence, the airbags did not deploy. Further the learned counsel of OP No.2 argued that no expert evidence was produced by the complainant to substantiate any manufacturing defect. The Complainant contended that he purchased the car for its safety features highlighted by the Manufacturer, but the airbags did not function when required, due to which he suffered injuries. The impact/force required for triggering the front airbags was not made known to the complainant. Nowhere has the minimum threshold force been quantified. From the annexure C-1 (detailed bill of repairs) major damage to the front side of vehicle is observed damage to RH front roof, side body panels front RH door panels and LH front wheel suspension is seen in the bills of repair of the car. Without forceful impact, the

car would not have been so badly damaged. The impact of the accident appears to be so intense that the front bumper grill, dash board and the radiator got totally damaged. We are of the view that expert evidence need not be relied upon where the facts speak for themselves. This is a case of Res Ipsa Loquitur where the bills of the damaged vehicle placed on record clearly show the impact of the accident on the vehicle.”

8. It is the case of the OPs that the airbag deployment depends on a number of factors including vehicle speed, angle of impact, density and stiffness of vehicles or objects which the vehicle hits in the collision. The vehicle is designed to deploy the front airbags only when an impact is sufficiently severe and when the impact angle is less than 30 degrees from the forward longitudinal axis of the vehicle. As per them in this particular accident, the vehicle has not met the pre-conditions for deployment of airbags.
9. We are of the view that ordinarily a consumer while purchasing a vehicle with airbags would assume that the same would be deployed whenever there is a collision from the front portion of the vehicle (in respect of front airbags). It is a fact that there was significant damage to the front portion of the vehicle. Deployment of the airbags ought to have prevented injuries being caused to those travelling in the vehicle, particularly in the front seat.
10. 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 an amount of ₹50,000/- to the complainant as compensation for causing mental agony and harassment to him;
 - ii. to pay ₹10,000/- to the complainant as costs of litigation.
11. 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 amount 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.
12. Certified copies of this order be sent to the parties free of charge. The file be consigned.

Sd/-

08/08/2023
Ls

[Pawanjit Singh]
President
Sd/-

[Surjeet Kaur]
Member
Sd/-

[Suresh Kumar Sardana]
Member