

**NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION  
NEW DELHI**

**REVISION PETITION NO. 2048 OF 2017**

(Against the Order dated 18/04/2017 in Appeal No. 139/2013 of the State Commission Rajasthan)

1. HYUNDAI MOTOR INDIA LTD. & ANR.

HAVING TIS REGISTERED OFFICE AT PLOT NO, H-1, SIPCOT, INDUSTRIAL PARK,  
IRRUNGATTUKOTTI SRIPERUMBUDAR TALUK, KANCHEEPURAM,  
TAMILNADU-602105

.....Petitioner(s)

Versus

1. HANSRAJ SIYAG & 3 ORS.

S/O SH. HAJARIRM SIYAG, R/O VILLAGE 5 N P DABLA, TEHSIL RAISINGH NAGAR,  
SRI GANGANAGAR

2. BHARAT MOTORS.

THROUGH ITS PROPRIETOR, GANGASHAR ROAD,  
BIKANER-334001

3. PARAS HYUNDAI PRASHVANATH MOTOR (P) LLTD.

THROUGH ITS PROPRIETIR/MANAGER, IN FRONT OF BEHAL HOSPITAL,  
HANUMANGARH ROAD,

SHRI GANGANAGAR-335001

4. AUTHORISED SERVICE CENTRE.

THROUGH ITS MANAGER, HYUNDAI MOTOR, VILLAGE 16 M L, ABOHAR BYE  
PASS ROAD,

SHRI GANGANAGAR-335001

.....Respondent(s)

**BEFORE:**

**HON'BLE MR. JUSTICE R.K. AGRAWAL, PRESIDENT**

**HON'BLE DR. S.M. KANTIKAR, MEMBER**

**For the Petitioner :**

For the Petitioner : Mr. Manish Srivastava, Advocate  
Ms. Moulshree Shukla, Advocate

**For the Respondent :**

For the Respondents : Mr. R.K. Ruhil, Advocate, R-1,

R-2to4 Ex Parte vide Order dt.10.04.18

**Dated : 14 Feb 2023****ORDER**

1. Challenge in this Revision Petition, under Section 21(b) of the Consumer Protection Act, 1986 (for short "the Act"), is to the order dated 18.04.2017 in First Appeal Nos. 139, 101, 210, 151 of 2013, passed by the State Consumer Disputes Redressal Commission, Rajasthan (in short 'the State Commission'). By the Impugned Order, the State Commission affirmed the view taken by the District Forum that there was manufacturing defect in the vehicle but modified the Order passed by the District Forum to the extent that the Opposite Parties Nos. 3, 4 & 5 to were directed to pay a sum of ₹4,74,000/- to the Complainant alongwith interest @9% p.a. w.e.f. 25.06.2012 alongwith cost towards mental agony and litigation charges.

2. The facts material to filing of the case are that the Complainant purchased a Hyundai Car Model I 20 Magna on 31.07.2010 for ₹6,32,000/- for his personal use. The Manufacturing Company, Petitioner No. 1, gave a warranty / guarantee of the car for a period of three years, i.e., 30.07.2013 or to run 80,000 kilometers. On 27.03.2012, a voice was coming from the engine of the said car of the Complainant. The Complainant took the care to the Opposite Party No. 2. The mechanic of Opposite Party No. 2 checked the car and sent the Complainant to Opposite Party No. 3. The In-charge present at the workshop checked the car for 15-20 minutes and told the Complainant that its engine has to be opened and it will take two or three days, due to which the Complainant left the car in the workshop/service station of Opposite Party No. 3. The Opposite Party No. 3 told the Complainant that they have opened the engine and some parts are not available so contact after a week. The complainant asked the service center In-charge to call him when the car is ready for delivery. After 15-16 days, the Complainant made a call to the Opposite Party No. 3, but they told that the car has not been repaired. The Complainant also sent a fax on his telephone number and requested to deliver the car immediately. The Complainant did not receive any information for a month. On 30.04.2012, one Mr. Ravi Kumar from the Service Centre of Opposite Party No. 3 called the Complainant and told that your car has been repaired and you can take the delivery of the same. The same day the Complainant reached to take the delivery of the car and signed the voucher for delivery. But the car did not start even the mechanic present at the spot tried his best to start. The Manager, on the photo-stat copy of the voucher, on which he got signed the same from the complainant regarding giving the delivery written "this time vehicle is not ready we can't, unable to deliver the vehicle" and stamped the same with round seal and after signing the same, handed over to the Complainant. After that the Complainant was continuously making contact with Opposite Party Nos. 2 & 3 and the car was lying with Opposite Party No.3 from 27.03.2012 to 19.05.2012. When the Complainant went to the workshop to know about the car, he saw that the car is standing in the scorching sun shine and its bonnet was open and mechanic was taking some parts from it. On objecting the same, the service In-charge told the Complainant that this car has become garbage and no one can repair it because there is some manufacturing defect in it and mechanics from Jaipur and Delhi also went back after trying to repair it. After that the Complainant met Mr. Naresh Jain, the owner of Opposite Party No.2 on 24.05.2012 and 26.05.2012 and told him about the material conditions and asked about the actual condition of the car. The Opposite Party No.2 denied to tell any exact condition of the car and told that we will write letters to the company and whatever the Company will say, we will inform you, but no information has been received till date. On 28.05.2012, the Complainant sent a legal notice to the Opposite Party Nos. 1,2,3 & 4. The notice was served but no action has been taken by the Opposite Parties till date, however, the car was under the warranty period. Being aggrieved, the Complainant filed a Complaint before the District Forum.

3. The Opposite Parties contested the Complaint before the District Forum. The Opposite Party No.2 stated that he is the dealer of Opposite Party Nos. 4 & 5 but denied that the Complainant has purchased the car from him. It was stated that the warranty of the car was 24 months and the injector of the car was broken which was not in the warranty, therefore, the company has denied changing that part. The OP-2 demanded to reject the Complaint. The Opposite Party No.3, in his reply, objected the Complaint case and accepted himself the authorized service center of Opposite Party Nos. 4 & 5. It is contended in the reply that service of the car was done several times and it was repaired in an accidental condition on 20.07.2011 for which the receivable bill was prepared for ₹2537/-, which the Complainant has not paid till date. On 27.03.2012, the car came again for repair and service. At that time, there was a defect in the engine. The injector of the

car was damaged, which Generally get damaged due to the result of using the impure diesel in the car and this part being not in warranty, the Complainant was liable to make payment of the same. The new injector and other parts installed in the cars was costing ₹43,909/-, which was demanded from the Complainant, but he denied to make payment and the Complainant felt the car at the service center and went away. On 17.04.2012 and 30.04.2012, it has been accepted that he talked with the Complainant on telephone. On 30.04.2012, the Complainant did not come to take the delivery of the car, however, his some came and when he was asked to take delivery of the car, he told that he will go with new car. On 30.04.2012 which document has been mentioned that not ready for delivery and for non-delivery of the vehicle that has not been written on the day, but is a note when the car was given at the service center. The Complainant also met Mr. Naresh Jain, owner of Opposite party No.2. The car of the Complainant has covered the area at his service center and not taking away his car due to which he is suffering ₹100/- per day as a rent and OP-3 prayed to reject the Complaint case. The Opposite party Nos. 4&5, in their reply, stated that the car was delivered to the Complainant in perfect running condition as any new car, without technical or mechanical defect whatsoever. The Complainant has used the car and has covered a mileage of 44421 kms. As on 23.03.2012 and two years have elapsed from the date of purchase. In their reply, they contended that the Complainant failed to disclose true facts that the vehicle met with an accident on 20.07.2011 and is now trying to seek replacement of the car with a new one by delivery and the Complainant was intimated to get delivery of repaired car after paying charge in the sum of ₹43,909/- but instead of paying the repair bill, the Complainant started putting pressure on workshop manager for doing all work free of costs under warranty. The Opposite party No.2 tried to explain the terms & condition of the warranty policy of Opposite Party Nos.4&5 to the complainant, but the Complainant was adamant for free of costs repair work. The warranty policy contained in Owner's clearly specifies that what is covered and what is not covered under warranty. The Opposite Party Nos.4&5 contended that the alleged charges and the complaint is baseless, frivolous and is based of misleading facts and is devoid of any merit and therefore, the complaint be dismissed.

4. The District Forum after taking into consideration the averments made in the Complaint and in the reply filed by the Opposite Parties, allowed the complaint against Opposite Party Nos. 1,3, 4, and 5 with the direction that they will repair the car, which is presently deposited with Respondent No.3, without any charge, without any cost of any new part required to be installed in originally without any defect, service without any charge be done. If the said car requires paint, same be painted without any charge and in case needs tyre and tube, be fitted without any charges. It was directed that the Opposite Party Nos.1,3,4&5 shall pay ₹50,000/- towards mentally, physical agony and financial losses for depriving the Complainant for using the car for one year. The warranty period was also asked to be increased for 13 months till 13.07.2013 on the same condition the detailed warranty was given to Ops-1,4 & 5. The Opposite party Nos. 3,4& 5 were directed to pay ₹5,000/- as litigation charges. However, the Complaint against Opposite Party No.2 was rejected. The Ops-1,3,4 and 5 were directed to implement the said order within a month, if not implemented the Opposite party will face sentence for minimum one month or upto three months or fine which will not be less than ₹10,000/- but will be upto RS.10,000/- and can be punished with both.

5. Aggrieved by the order passed by the District Forum, the Opposite Party Nos. 1, 3, 4 & 5 preferred Appeal before the state Commission. The State Commission affirmed the view taken by the District Forum that there was manufacturing defect in the vehicle but modified the Order passed by the District Forum to the extent that the Opposite Parties Nos. 3, 4 & 5 to were directed to pay a sum of ₹4,74,000/- to the Complainant alongwith interest @9% p.a. w.e.f. 25.06.2012 by observing as under:-

“The Complainant has given for repair to Respondent No. 3 but has not been delivered after repair and is still lying with the Respondent No. 3. The vehicle is standing with Respondent No. 3 from 27.03.2012 and almost about 5 years has been lapsed. Now the vehicle is not in a condition to deliver the vehicle after its repair because it will be unjustified to give the vehicle to the Complainant after the lapse of five years.

In these conditions it will be appropriate to give the cost of the vehicle to the Complaint. The Complainant has used the vehicle about 42000 Kms. In this condition the vehicle which was for ₹6,32,000/- its 75% ₹4,74,000/- (rupees Four Lacs Seventy Four thousand Only) the Complainant from the date of filing the complaint case dated 25.06.2012 alongwith 9% interest it will be in the interest of justice that the Respondent No.3,4 and 5 are directed to make the

payment of the said amount to the Complainant. The respondent No.1 has sold the vehicle and after that the Complainant has not contact with him. The Respondent No.2 has been told just a authorized service enter and to take vehicle there therefore, he has also no liability. All the responsibility is of Respondent No.3,4 and 5 therefore they are directed to make payment of the abovesaid payment. Which amount towards mental agony litigation charges the learned District Forum has directed to pay that amount will also be paid by Respondent No.3,4 and 5 all the four appeals are disposed of accordingly”.

6. Being aggrieved with the impugned Order passed by the State Commission the Opposite party Nos.4 & 5/Petitioner herein, has filed the present Revision Petition before this Commission.

7. We have heard Mr. Manish Srivastava, learned Counsel for the Petitioner and Mr. R.K. Ruhil, learned counsel appearing on behalf of the Respondent No.1/Complainant, perused the Orders passed by the Fora below, the Complaint, the Written Statement and also other documents on record.

8. Mr. Manish Srivastava, learned counsel appearing on behalf of the Petitioner submitted that both the fora below failed to appreciate that there was no manufacturing defect in the vehicle and the Complainant has already covered a mileage of 44,421 km as on 27.03.2012. The vehicle was ready for delivery after repairs on 30.04.2012 but the Complainant did not take the delivery of the car as he did not want to pay the repair charges. He submitted that there was no deficiency in service on their part and prayed that the Order passed by the Fora below be set aside.

9. Mr. R.K. Ruhil, learned Counsel appearing on behalf of the Complainant, supported the Order passed by the State Commission, as according to him, the Order is well-reasoned Order which is based on a correct and rightful appreciation of evidence and material on record and does not call for any interference.

10. Undisputedly during the warranty period the Complainant sent the vehicle for repairs to the Opposite Party No.3, which could not be delivered after repair and remained with the Opposite Party No. 3 almost 5 years. The State Commission vide its well-reasoned Order dated 18.04.2017 while affirming the view taken by the District Forum that there was manufacturing defect in the vehicle, held that it would be unjustified to give the vehicle to the Complainant after the lapse of five years and directed the Opposite Party Nos. 3, 4 & 5 to pay ₹4,74,000/- being 75% cost of the vehicle to the Complainant. While passing the Impugned Order dated 18.04.2017, the State Commission had considered all the material evidence on record and we do not find any illegality, material irregularity or jurisdictional error in the Order passed by the State Commission.

11. It is well settled by the Hon'ble Supreme Court in 'Sunil Kumar Maity vs. State Bank of India & Anr.' [Civil Appeal No. 432 / 2022 Order dated 21.01.2022] that the Revisional Jurisdiction of this Commission under section 21(b) of the Consumer Protection Act, 1986 is extremely limited and this Commission cannot set aside the Order passed by the State Commission in Revisional Jurisdiction until and unless there is any illegality, material irregularity or jurisdictional error in the Order passed by the State Commission. For ready reference, relevant paragraph of the Judgment passed by the Hon'ble Supreme Court in 'Sunil Kumar Maity vs. State Bank of India & Anr.' [supra] is reproduced as under:-

“9. It is needless to say that the revisional jurisdiction of the National Commission under Section 21(b) of the said Act is extremely limited. It should be exercised only in case as contemplated within the parameters specified in the said provision, namely when it appears to the National Commission that the State Commission had exercised a jurisdiction not vested in it by law, or had failed to exercise jurisdiction so vested, or had acted in the exercise of its jurisdiction illegally or with material irregularity. In the instant case, the National Commission itself had exceeded its revisional jurisdiction by calling for the report from the respondent-bank and solely relying upon such report, had come to the conclusion that the two fora below had erred in not undertaking the requisite in-depth appraisal of the case that was required. ....”

12. For the reasons stated hereinabove and in view of the law laid down by the Hon'ble Supreme Court in afore-noted Judgment, we do not find any good ground to interfere with the well-reasoned Order passed by the State Commission and the Impugned Order dated 18.04.2017 passed by the State Commission is upheld. Consequently, the present Revision Petition fails and is hereby dismissed. Keeping in view the facts and circumstances of the case, there shall be no Order as to costs.

.....J  
**R.K. AGRAWAL**  
**PRESIDENT**

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**DR. S.M. KANTIKAR**  
**MEMBER**