

**IN THE DELHI STATE CONSUMER DISPUTES
REDRESSAL COMMISSION**

Date of Institution: 28.04.2017

Date of Reserving the order:02.06.2022

Date of Decision: 24.11.2022

COMPLAINT CASE NO.- 812/2017

IN THE MATTER OF

1. MR. PRITAM PAL

Director, Jove & Klar Engineering Private Limited
BL-79, L-Block, Hari Nagar, Jail Road
New Delhi – 110064.

2. JOVE & KLAR ENGINEERING PRIVATE LIMITED

Through its Authorised Representative
SL-3, Shopping Centre, L-Block, Hari Nagar, Jail Road
New Delhi – 110064.

**(Through: Dr. Maurya Vijay Chandra and
Mr.Manu Prabhakar, Advocates)**

...Complainants

VERSUS

1. BIRD AUTOMOTIVE PRIVATE LIMITED

Through its Director,
Having registered office at:
E-9, Connaught House,
Connaught Place, New Delhi-110001.

(Through: Mr. Kunal Mehta, Advocate)

...Opposite Party No. 1

2. BMW INDIA PRIVATE LIMITED

Through its Director,
Having registered office at:DLF Cyber City-Phase II,
Building No.10-Tower C, 14th Floor,
Gurgaon, Haryana-122002.

(Through: Ms. Pratiksha Mishra, Advocate)

...Opposite Party No 2

CORAM:

HON'BLE MS. PINKI, MEMBER (JUDICIAL)

HON'BLE MS. BIMLA KUMARI, MEMBER (FEMALE)

Present: Both complainants in person with Dr. Maurya Vijay Chandra and Mr. Manu Prabhakar, counsel for Complainants
Mr. Kunal Mehta, counsel for the Opposite Party No. 1
Ms. Pratiksha Mishra, counsel for the Opposite Party No. 2

PER:MS. PINKI, MEMBER (JUDICIAL)

JUDGMENT

1. The present complaint has been filed by the Complainants before this Commission alleging deficiency of service and unfair trade practice on the part of Opposite Parties and has prayed the following reliefs:

“A. To refund the total sale price of the Car (Rs. 26,26,462) plus interest borne on the loan (Rs 2,26,718/-) amounting to a total of Rs 28,53,180/- (Rupees Twenty Eight Lakhs Fifty Three Thousand One Hundred and Eighty only) along with interest @ 18% per annum from the date of purchase i.e. October 20,2014 till the date of realization;

B. To pay Rs 15,00,000/- (Rupees Fifteen Lakhs only) as compensation to the complainant for mental agony and harassment;

C. To refund the Total service and maintenance cost of Rs 1,09,871/- (Rupees One Lakh Nine Thousand Eight Hundred and Seventy One only) incurred on the car alongwith Rs. 35,000/- (Rupees Thirty Five Thousand Only) incurred on tyre replacement due to excessive heating of brakes;

- D. To pay Insurance amount 2nd year- Rs 51,000/- (Rupees Fifty One Thousand Only) and 3rd Year – Rs 42,288/- (Rupees Forty Two Thousand Two Hundred and Eighty Eight only);*
- E. To pay Rs 3,00,000/- (Rupees Three Lakhs Only) towards litigation cost being the actual costs of litigation suffered till date and further litigation cost to be incurred in contesting the present consumer complaint;*
- F. To stop the above mentioned unfair trade practices, and issue a corrective advertisement disclosing the true and correct specifications, road worthiness, terms and conditions of the service being offered by it; and*
- G. Pass such other or further orders as this Hon'ble Commission may deem just fit and proper in the facts and circumstances of the case in favour of the complainant.”*
2. Brief facts necessary for the adjudication of the present complaint are that the Complainant No. 1 purchased BMW1 Series 118d Car for Rs. 26,26,432/- from Opposite Party No.1 i.e. authorised dealer of the car, manufactured by Opposite Party no. 2. The Complainant no. 1 entered into the Retail Finance Agreement with BMW Financial Services on 20.10.2014 for loan amount of Rs.15,00,000/- @10% per annum and made down payment of Rs.11,74,460/-, which includes one advance EMI which was paid on 20th October, 2014. A sum of Rs.2,26,718/- was paid as interest by the Complainant No.2 on the said loan amount. The Complainant no. 1 after using the car for about five months observed a loud squeaking sound while applying brakes. The Authorised Representative of the Complainant no. 1 reported the same to the Opposite Party No.1, who after inspection,

admitted the loud and strange squeaking sound while applying brakes of the car and duly noted it on the job card.

3. The Opposite Party no. 1 kept the car in question in its workshop for ten days, however, the problem could not be cured even after repairs. Thereafter, vide email dated 27.04.2015, the Complainants again intimated the said problem to the Opposite Party no. 1 and sent the car to the workshop of Opposite party No.1. After inspection, the technician of Opposite Party No.1 again noted that “whistling noise comes from brake while applying brakes” and kept the car at workshop for repairs.
4. On 22.05.2015, the Opposite Party No.1 delivered the said car after keeping it in the service station for around six - seven days and informed the Complainants that front brake pads and the front rotors (discs) of the car had been changed. However, the noise while braking the said car was still persisting. The Complainants, thereafter, sent email dated 09.06.2015 to both the Opposite Parties, to which the Opposite Party No.2 had given its sincere apologies and informed the Complainants that they have directed Opposite Party No.1 to send their technician for a joint test drive and for bringing the car in question to the service station for resolving the dispute. The Opposite Party no. 1 had done greasing and returned the car to the Complainants but again the issue was not resolved. The Opposite Parties had tried multiple times to resolve the issue but all went in vain.
5. On 19.06.2015, the Complainants sent their authorised representative alongwith other business colleague to Opposite Party No.1 for the seventh time to get the brakes repaired. On

inspection, Mr Sunil Chauhan (After Sales General Manager of opposite party No.1) informed that the front wheels of the car were completely jammed. The said car was again kept by the Opposite Party No.1 for repairs but the issue could not be resolved satisfactorily. Fed up with the behaviour of the Opposite Parties, the complainants expressed desire to either get the car replaced or refund the price but was of no avail.

6. On 21.12.2015, the car was again sent to the workshop for the tenth time but the problem with the brakes was not resolved. Further, the complainants, on several occasions complained about the heat generated from the brakes due to which tyres of the vehicle heat up and two tyres of the said car burst while driving in the city.
7. The Complainants apprised the said defects in the car to the Opposite Party No. 1 and requested Opposite Party No.1 to pick the car from residence but was of no avail. The Complainant No.1 was compelled to visit the service centre of Opposite Party No.1 for the twelfth time. The Opposite party No.1 changed the brake pads and put a cut in the middle of the newly replaced brake pads claiming that the same will end the braking noise. Even after the said repair, the Complainants observed that the tyres were getting hot even after a short drive as the brakes did not allow the car rotor (disc) to move freely which created undesired friction and heat.
8. On 08.12.2016, a joint test drive was conducted by the BMW's R&D Centre at Manesar, wherein the performance of the brakes was found to be poor, unsatisfactory and inefficient. Thereafter the Opposite Party No.1 changed the Front brake pads, front

brake rotor and front brake callipers. Even the Front Wheel Hubs were changed in order to accommodate the new front brake setup as the newly installed brake setup was not designed for the car in question. However, the said repairs were carried out after four weeks as the said parts were imported from the Germany by the Opposite Party no. 1. After getting the repairs done, the Complainants immediately took a test drive of the car and found no appreciable difference in the braking system of the car.

9. The Complainants wrote various emails dated 13.02.2017, 15.02.2017, 19.02.2017, 21.02.2017, 26.02.2017 and 01.03.2017 to the Opposite Parties seeking redressal of their grievance but was of no avail. Thus, left with no other option, alleging deficiency on the part of the Opposite Parties, the Complainants approached this Commission.
10. The Opposite Party No.1 has contested the present case and filed written statement, wherein, it has been *inter alia* submitted that the Complainant no. 1 is not a 'Consumer' under Consumer Protection Act, 1986 as the car in question was purchased for commercial purpose. The counsel further submitted that this Commission has no territorial jurisdiction to entertain the present complaint. The Counsel also submitted that no expert evidence has been filed by the Complainants in order to investigate the alleged defects in the car.
11. The Opposite Party No.2 has also contested the present case and filed its written statement, wherein, it has been *inter alia* submitted that the Complainant is not a 'consumer' under Consumer Protection Act, 1986, as the car in question was

purchased for commercial purpose. The counsel further submitted that Complainants have failed to establish any cause of action against the Opposite Party no. 2. Pressing the aforesaid objections, the counsel appearing on behalf of Opposite Parties prayed that the present complaint be dismissed.

12. The Complainants have filed the Rejoinder rebutting the written statements filed by the Opposite Party no. 1 & 2. Thereafter, parties have filed their Evidence by way of Affidavit in order to prove their averments on record.
13. In order to substantiate their case, the Complainants have filed evidence by way of affidavit of Mr Tarun Pal, Authorised Representative of the complainants (complainant No.2) and Mr. Pritam Pal, (complainant No.1) wherein they have reiterated the facts averred in the complaint.
14. Opposite party No.1 has filed evidence by way of affidavit of Mr V.K. Upadhyay, Authorised Representative working as General Manager of opposite party No.1.
15. Opposite party No.2 has filed evidence by way of affidavit of Mr Rathan Kabbachira Bekkiappa Authorised Representative working as Senior Manager of opposite party No.2.
16. Vide order dated 31.08.2017 delay in filing written statement on behalf of opposite party no. 01 was condoned.
17. Vide order dated 11.10.2017 opposite party no. 01 was restrained from charging parking charges till decision of this complaint.

18. Opposite party no. 01 had moved an application directing the complainant to lift the vehicle. It was ordered that the application will be disposed off alongwith the main complaint.
19. We have given considerable thought to the submissions put forth by either side. Record has been carefully & thoroughly perused.
20. The fact that the Complainants had bought a BMW1 Series 118d sports line car from Opposite party No.1 which is one of the authorised dealers of the car manufactured by Opposite Party no. 2 is not in dispute. From the evidence on record, the consideration paid for the said Car by the Complainants is Rs. 26,26,462/-, which is evident from the receipt issued by the Opposite Party no.1.

**WHETHER COMPLAINANTS FALL UNDER THE
DEFINITION OF 'CONSUMER' PROVIDED UNDER
THE CONSUMER PROTECTION ACT, 1986?**

21. The first preliminary objection raised on behalf of both the Opposite Parties is that the Complainants do not fall under the definition of “Consumer” as defined under Section 2(1)(d) of the Consumer Protection Act, 1986 as the car in question was purchased for commercial purpose.
22. To resolve this issue, we deem it appropriate to refer to ***Section 2(1)(d) of Consumer Protection Act, 1986:***

*“Section 2(1)(d) Consumer” means any person who-
i.buys any goods for a consideration which has been
paid or promised or partly paid and partly promised, or
under any system of deferred payment and includes any
user of such goods other than the person who buys such
goods for consideration paid or promised or partly*

paid or partly promised, or under any system of deferred payment when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or

ii.hires or avails of any services for a consideration which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such services other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person but does not include a person who avails of such services for any commercial purpose.

Explanation – For the purpose of this clause, “commercial purpose” does not include use by a person of goods bought and used by him and services availed by him exclusively for the purposes of earning his livelihood by means of self-employment;”

23. We further deem it appropriate to refer to ***Crompton Greaves Limited and Ors. vs. Daimler Chrysler India Private Limited and Ors.*** reported in ***IV (2016) CPJ 469 (NC)***, wherein the National Commission held as under:-

“4. Going by the dictionary meaning, a car or for that matter any goods obtained and the services hired or availed by a company can be said to have been obtained or hired or availed for a commercial purpose, only if the said goods or services are intrinsically connected with, or related to the business or commerce in which the company is engaged. The acquisition of the goods or the hiring or availing of services, in order to bring the transaction within the purview of section 2 (1) (d) of the Consumer Protection Act, therefore, should

be aimed at generating profits for the company or should otherwise be connected or interwoven with the business activities of the company. The purpose behind such acquisition should be to promote, advance or augment the business activities of the company, by the use of such goods or services. As observed by the Hon'ble Supreme Court in Laxmi Engineering Works (supra), it is not the value of the goods but the purpose for which the goods are brought or put to use, which is relevant to decide whether the goods were obtained for a commercial purpose or not. The same would be the position, where services are hired or availed by a company. If the business activities of a company cannot be conveniently undertaken without the goods purchased or the services hired or availed by a company, such purchase or hiring/availed as the case may be, would be for a commercial purpose, because the objective behind such purchase of goods or hiring or availing of the services would be to enable the company to earn profits by undertaking and advancing its business activities.

***5. If a car or other goods are purchased or the services are hired or availed by a company for the personal use of its directors or employees, the purpose behind such acquisition is not to earn profits or to advance the business activities of the company.** The purpose is to make certain facilities and amenities available to the directors and employees of the company as a part of the incentive offered to them by the company, as a reward or remuneration for the work which they are expected to perform for the company. It is not as if a company cannot run its business without providing such facilities and amenities to its directors and employees. It is not necessary for the business of the company, to provide such facilities and amenities to its directors and employees. Providing such facilities and amenities only*

motivates them to perform their work in an efficient and congenial environment, besides serving as an incentive aimed at eliciting better performance. The company does not earn profit merely by making a car or certain other goods or services available to its directors and employees. Therefore, it would be difficult to say that such goods are purchased or the services are hired or availed by the company for a commercial purpose.”

24. Relying on the above settled law, we hold that the Complainants are ‘Consumer’ under the Consumer Protection Act, 1986, as the said car was purchased for the personal use of the directors and the purpose behind such purchase was not to earn profits or to advance the business activities of the Company. Therefore, the contention raised on behalf of Opposite Parties is answered in the negative.

WHETHER THIS COMMISSION HAS NO TERRITORIAL JURISDICTION TO ADJUDICATE THE PRESENT CASE

25. The next question for consideration before us is whether this Commission has territorial jurisdiction to adjudicate the present complaint. To analyse the territorial jurisdiction of this Commission, we deem it appropriate to refer to Section 17(2) of the Consumer Protection Act, 1986, which define the territorial jurisdiction of State Commission as under:

“Section 17 Jurisdiction of the State Commission:

(2) A complaint shall be instituted in a State Commission within the limits of whose jurisdiction-

(a) the opposite party or each of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily resides or carries on business or has a branch office or personally works for gain; or

(b) any of the opposite parties, where there are more than one, at the time of the institution of the complaint, actually and voluntarily resides, or carries on business or has a branch office or personally works for gain, provided that in such case either the permission of the State Commission is given or the opposite parties who do not reside or carry on business or have a branch office or personally works for gain, as the case may be, acquiesce in such institution; or
(c) the cause of action, wholly or in part, arises.”

26. Analysis of Section 17 (2) of the Consumer Protection Act, 1986 leads us to the conclusion that this Commission shall have the territorial jurisdiction where Opposite Party at the time of the institution of the complaint, actually and voluntarily resides or carries on business or has a branch office or personally works for gain or the cause of action arose.
27. Returning to the facts of the present case, the car in question has been purchased from the Opposite Party no. 1 having Registered Office at E-9, Connaught House, Connaught Place, New Delhi-110001.
28. Secondly, the cause of action in the present case also occurred within the territorial jurisdiction of this Commission as the said car was sent for repairs in the service centre of the Opposite Party no. 1. Since the Registered office falls within the territory of Delhi and cause of action arises within the territorial jurisdiction of this Commission, we are of the view that this complaint is well within the territorial jurisdiction of this Commission.

WHETHER THE OPPOSITE PARTIES ARE
DEFICIENT IN PROVIDING ITS SERVICES TO THE
COMPLAINANTS

29. Having discussed the preliminary objections raised on behalf of the Opposite Parties, the last issue arises is, whether the Opposite Parties are actually deficient in providing its services to the Complainants. The expression deficiency of services is defined in Section 2 (1) (g) of the Consumer Protection Act, 1986 as:

(g) "deficiency" means any fault, imperfection, shortcoming or inadequacy in the quality, nature and manner of performance which is required to be maintained by or under any law for the time being in force or has been undertaken to be performed by a person in pursuance of a contract or otherwise in relation to any service."

30. The expression 'service' in Section 2(1)(o) of the Consumer Protection Act, 1986 is defined as:

“(o)"service” means service of any description which is made available to potential users and includes, but not limited to, the provision of facilities in connection with banking, financing insurance, transport, processing, supply of electrical or other energy, board or lodging or both, housing construction, entertainment, amusement or the purveying of news or other information, but does not include the rendering of any service free of charge or under a contract of personal service.”

31. The above statutory position, reflects that the deficiency under the Consumer Protection Act, 1986, means any fault, imperfection, shortcoming or inadequacy in the quality, nature

and manner of performance which is required to be maintained by the service provider.

32. A perusal of record reflects that the car in question was purchased vide receipt dated 20.10.2014 from the Opposite Party no. 1, the issue in the brakes of the said car firstly arose on 16.04.2015 and was taken to the service centre of the Opposite Party no. 1. However, the said problem could not be resolved/rectified by the Opposite Party no. 1. It is further clear from the record that the said car was sent numerous times for the same technical problem i.e. braking system in the said car.
33. It is evident from the material before us that the Opposite Party no. 1 who is an authorised dealer of the Opposite Party no. 2 could not able to rectify the defects in the braking system even after two years from the date when the Complainants experienced the said problem for the first time. The Opposite Party no. 1 on different occasions tried all the possible permutations and combinations to rectify the problem in braking system but never succeeded in the same.
34. We find that the issue in the braking system of the car arose within six months from the date of purchase and was not resolved till date by the Opposite parties.
35. It is pertinent to mention here that the decision of the Opposite Parties to change the parts of brake and replace it with the parts of another model of BMW i.e. 3 series raise question mark on the ability of the Opposite Parties to rectify the fault in car. Such persistent defect can only be attributed to faults at the time of manufacturing the said vehicle because minor defects can

easily be diagnosed & rectified and do not require numerous visits to the workshop.

36. It is noteworthy that the opposite parties not only agreed to the existence of the fault in the car as mentioned in various job cards annexed with the complaint but also automatically increased the warranty of the car of the complainants by email dated 09.07.2015, which is on page 75 of the complaint. The warranty was increased without any request for the same by the complainants. The only possible reason why this was done can be to pacify the complainants for the time being as the opposite parties were not able to diagnose and rectify the fault which is in fact a manufacturing defect.

37. There have been specific admissions by the opposite parties of the allegations put forth by the complainants. At page 6 of the reply, opposite party no. 1 states:

“since the repairs of the said defects in the car required sometime, therefore, in a span of seven days, the damages/defects in the car were repaired for which invoices were raised.”(Page 6 of reply of opposite party no. 1 – Para 1)

“engineers working with the answering respondent/ OP No. 1 had completely checked the braking system, and had removed the dust particles in the brake system.....”(Page 7 of reply of opposite party no. 1 – Para 1)

“upholding its objective of customer’s satisfaction, changed the brake pad and front rotors (disk of the car) even though the same were not required”(Page 9 of reply of opposite party no. 1 – Para 2)

“answering O.P. No. 1 on its own, for the satisfaction of complainant no. 1, changed the brake pads/front rotors which actually did not require any replacement as per existing good condition.”(Page 10 of reply of opposite party no. 1 – Para 1)

*“O.P. No. 1 again kept the car with it and changed the front wheel bearing disc and calliper **without any charges** in order to remove the misgivings/miscalculations from the mind”* (Page 12 of reply of opposite party no. 1 – Para 1)

*“however, again for the satisfaction of the complainant no. 1 and his son, the front brake pads and front discs were replaced again **free of cost**. (Page 13 of reply of opposite party no. 1 – Para 1)*

“After inspection of the said car, the brakes were opened and after measuring the thickness of pads (brake pads), it was found that they were touching the service limit though the car computer was showing 14000 kms”(Page 17 of reply of opposite party no. 1 –6th line from bottom)

“though the braking system was completely overhauled by answering O.P. No. 1” (Page 21 of reply of opposite party no. 1 – Para 1)

“further warranty of the car for three years or 60,000 kms from the date of purchase, whichever comes first, was given to the complainants as per policy of BMW, but such policy was not given as pacifying tactics (Page 13 of reply of opposite party no. 1 – Para 4)

“O.P. No. 1 and O.P. No. 2 had agreed to replace the brake pads and discs which were used in European markets, therefore, the same were to be imported from Germany on placement of the order.”(Page 26 of reply of opposite party no. 1 – Para 1)

38. It is pertinent to mention that both opposite parties run commercial establishments and have big balance sheets. There is nothing which comes as free from opposite parties. Even if one goes to the workshop of opposite party no. 1 for a mere car wash, they charge hefty amount in bill. We fail to understand as to why would the opposite parties change brake parts and even install brake parts of another car model just for the sake of consumer satisfaction. Further, extended warranty of a car also costs a lot, especially when it comes to International and Reputed brand like BMW, why were the complainants given free extended warranty especially when they did not ask for the same.

Opposite party no. 1 in its reply has stated that:

“the son of complainant no. 1 compared the braking of the said vehicle with other Indian brand vehicles, about which he was apprised that the other Indian brand brake pads have dust-line which is not the same case with the BMW cars. (Page 18 of reply of opposite party no. 1 – Para 2)

It is a well known fact that there is a problem of dust in every second Indian city and also that the Indian roads are not immune to dust. If the brake pads of BMW do not have dust-line, how these are fit for Indian roads. It can also be deciphered that brake pads of BMW, which are without dust-line are prone to frequent problems and faults due to dust and hence it is a manufacturing defect.

The opposite party no. 1 in its reply have also stated that:

“the complainant No. 1 and his son drove the car over ‘pot holes’ at uncontrolled speed, which resulted in damaging/bursting of a tyre of the said car, which required immediate replacement.” (Page 23 – Third Last line of opposite party no.1)

It is to be noticed that if this statement is believed to be true, then every car on Indian roads will have tyre burst daily. Indian roads are still not fully immune to pot holes and if on passing every pot hole tyres start bursting then no one will drive car on Indian roads. Further, two tyres of the car of the complainants burst simultaneously and not one. This can only be

due to excessive heat and friction created due to faulty braking system.

39. Therefore, in our opinion, from the admission made by the Opposite Parties, it is clear that the car in question went for repairs on several occasions within a short span of one year of its purchase. Also, two tyres of the car were burst in February 2016, which could only be occurred due to excessive heat and friction created due to faulty braking system. Therefore, it is clear that the fault in the braking system was due to the manufacturing defect in the vehicle and it is the duty of the Opposite Party no. 2 (manufacturer) to replace the said car. However, the Opposite Parties in the present case neither replaced the said car nor rectified the defects. Therefore, we are in consonance with the contention of the Complainants that there is deficiency in the services on the part of the Opposite Parties.
40. Regarding interest paid on loan, page 28 and 29 of the complaint contains the entire loan amortization schedule with principal and interest payments on each EMI.
41. For service and maintenance different invoices are on record, from page 39-40 (Rs. 20,751/-), page 45-46 (Rs. 20,838/-), page 77-79 (Rs. 25,300/-), page 84-86 (Rs. 27,253/-) and page 88-89 (Rs. 36,480/-) etc.
42. Insurance for the first year was included in the total purchase cost of the car. Page 109-113 reflects payment for the insurance premium for the second and third years (2015-16) and (2016-17) respectively.

43. Now the last question before us is, how the Complainants can be compensated in the present case as the Opposite Party no. 2 has already withdrawn the said model of the car in question i.e. 1 series from Indian markets. Therefore, in this situation, we are left with no other option but to refund the entire purchase price of the said car to the Complainants.
44. Keeping in view the facts of the present case and the extensive law as discussed above, we direct the Opposite party no. 2 to refund the entire purchase amount paid by the Complainants for the car i.e. **Rs. 26,26,462/-** and interest borne on the loan i.e Rs. 2,26,718/- along with interest as per the following arrangement:
- A. An interest @ **6% p.a.** calculated from the date of purchase of the said car i.e. 20.10.2014 (on Rs. 26,26,462/-) and on Rs. 2,26,718/- from the date of payment till **24.11.2022** (being the date of the present judgment);
 - B. The rate of interest payable as per the aforesaid clause (A) is subject to the condition that the Opposite Parties pay the entire amount on or before **23.01.2023**;
 - C. Being guided by the principles as discussed above, in case the Opposite Parties fails to refund the amount as per the aforesaid clause (A) on or before **23.01.2023**, the entire amount is to be refunded along with an interest @ **9% p.a.** calculated from the date on which the said car was purchased by the Complainants i.e. 20.10.2014 (on Rs. 26,26,462/-)

and from the date of payment (on Rs. 2,26,718/-), till the actual realization of the amount.

45. In addition to the aforesaid and taking into consideration the facts of the present case, the Opposite Party no. 2 is directed to pay a sum of
- A.** Rs. 2,00,000/- as cost for mental agony and harassment to the Complainants; and
 - B.** The litigation cost to the extent of Rs. 50,000/-.
 - C.** Rs. 1,09,871/- incurred as service and maintenance cost
 - D.** Rs. 35,000/- incurred on tyre replacement due to excessive heating of breaks
 - E.** Rs. 51,000/- and Rs. 42,280/- insurance amount for second and third year respectively.
46. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.
47. A copy of this judgement be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986. The judgement be uploaded forthwith on the website of the Commission for the perusal of the parties.
48. File be consigned to record room along with a copy of this judgement.

(PINKI)
Member (Judicial)

(BIMLA KUMARI)
Member (Female)

PRONOUNCED ON:
24.11.2022