

SC/5/A/353/2019

&

SC/5/A/402/2019

M/s B.M. Hyundai

Vs.

Sh. Bhagwan Singh Negi and Anr.

29.01.2026

AND

Hyundai Motors India Pvt. Ltd.

Vs.

Sh. Bhagwan Singh Negi and Anr.

STATE CONSUMER DISPUTES REDRESSAL COMMISSION UTTARAKHAND,
DEHRADUN

Date of Institution : 28.11.2019

Date of Final Hearing : 22.01.2026

Date of Pronouncement : 29.01.2026

SC/5/A/353/2019

M/s B.M. Hyundai

B.M. Auto Sales Pvt. Ltd.

100 – A Rajpur Road, Dehradun

(Through: Sh. Sahil Gulati, Advocate)

.....Appellant

VERSUS

1. Sh. Bhagwan Singh Negi S/o Sh. Chander Singh Negi

R/o 4/4 New Enclave

Vasant Vihar, Dehradun

(Through: Sh. Pardeep Bartwal, Advocate)

.....Respondent No. 1

2. Hyundai Motor India Ltd.

Head Office: 2nd, 5th & 6th Floor

Corporate Plot No. 5, Commercial Centre,

Jasola, New Delhi

(Through: Sh. Nitin Kumar, Advocate)

.....Respondent No. 2

AND

Date of Institution: 15.11.2019

Date of Final Hearing: 22.01.2026

Date of Pronouncement: 29.01.2026

SC/5/A/402/2019

Hyundai Motors India Pvt. Ltd.

5th Floor, Corporate One Baani Building

Plot No. 5, Commercial Centre, Jasola, New Delhi

(Through: Sh. Nitin Kumar, Advocate)

....Appellant

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Vs.

1. Sh. Bhagwan Singh Negi S/o Sh. Chander Singh Negi
R/o 4/4 New Enclave, Vasant Vihar, Dehradun
.....None for Respondent No. 1
2. B.M. Hyundai, B.M. Autosales Pvt. Ltd.
100-A, Rajpur Road, Dehradun
..... None for Respondent No. 2

Coram:

Ms. Kumkum Rani,

Mr. C.M. Singh,

President

Member

ORDER

(Per: Mr. C.M. Singh, Member):

Both the appeals have been directed against the common judgment and order dated 24.08.2019 passed by the learned District Consumer Disputes Redressal Forum, Dehradun (hereinafter to be referred as the District Commission) in consumer complaint No. 217 of 2014, Sh. Bhagwan Singh Negi vs. Hyundai Motor India Ltd. and Anr., wherein and whereby the complaint was allowed directing the opposite parties, jointly or severally, to pay Rs. 25,000/- as exchange bonus alongwith Rs. 10,000/- as compensation for mental agony and Rs. 3,000/- for costs of litigation within 30 days, failing which the complainant is entitled to get simple interest @ 9% per annum from the date of filing of consumer complaint till actual payment from the opposite parties.

2. As both the appeals have arisen from the same judgment and order dated 24.08.2019, therefore, it is just, proper and convenient to decide them together.

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3. For the sake of convenience, the parties in present matter are hereinafter referred to as per position held in the consumer complaint.

4. The facts giving rise to the present appeal, in brief, are as such that on dated 24.09.2013 the complainant – Sh. Bhagwan Singh Negi visited the showroom of the opposite party No. 2 – M/s B.M. Hyundai, B.M. Auto sales Pvt. Ltd., Dehradun for the purchase of new car ‘Hyundai i10’ and was assured by the authorised representative of opposite party No. 2 that under exchange scheme, the complainant would receive Rs. 30,000/- towards the value of complainant’s old car alongwith exchange bonus of Rs. 25,000/-. Relying on these assurances, the complainant deposited Rs. 5,000/- on dated 24.09.2013 and purchased a new car on dated 24.10.2013. At the time of purchase, the complainant was informed that full sale consideration had to be paid upfront and that exchange value and bonus would be realize thereafter. Acting on this, the complainant paid the balance amount of Rs. 4,66,221/- through cheque and the old car of the complainant was taken by the opposite party No. 2.

5. Although Rs. 30,000/- towards value of old car was paid within 10 days, but exchange bonus of Rs. 25,000/- was withheld on one pretext or the other. The opposite party No. 2 demanded copy of insurance policy of the old car which was submitted by the complainant on dated 09.01.2014. However, despite repeated requests and issuance of legal notice on dated 30.04.2014, the opposite party No. 2 failed and refused to release the exchange bonus. The complainant has alleged that the conduct of opposite party No. 2 amounts to deficiency in service and unfair trade practice causing him mental agony and harassment. Accordingly, the complainant was constrained to file a complaint before the District Commission seeking

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payment of Rs. 25,000/- towards exchange bonus alongwith compensation of Rs. 50,000/- and litigation charges.

6. The opposite party No. 1 – Hyundai Motor India Ltd. has raised preliminary objections regarding the maintainability of the complaint case. On merits it partially admitted several averments while specifically denied remaining allegations. It was further contended on behalf of the answering opposite party that the complainant failed to comply with the conditions of exchange scheme and, therefore, was not entitled to exchange bonus. It was further pleaded that the claim was rejected on the ground that the complainant did not prove the ownership of old car for the preceding six months within the stipulated time. It was also contended that the complainant had issued a legal notice only to the opposite party No. 2 and not answering opposite party. Further, it was contended that the present complaint was filed with the sold intention to harass the answering opposite party and accordingly prayed for dismissal of the complaint case.

7. A notice was served to the opposite party No. 2, despite of service of notice, the opposite party No. 2 did not file any written statement, hence the opportunity to file written statement was closed on dated 26.05.2016 and passed the order for hearing the complaint ex-parte against the opposite party No. 2.

8. After hearing both the parties and after taking into consideration the facts and evidence available on record, the learned District Commission has passed the impugned judgment and order dated 24.08.2019 wherein and whereby the learned District Commission has allowed the complaint in the above terms.

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9. On having been aggrieved by the impugned judgment and order of the District Commission, the First Appeal No. 353 of 2019 has been preferred by the opposite party No. 2 – B.M Hyundai, B.M. Auto Sales, Dehradun as appellant and another First Appeal No. 402 of 2019 has been preferred by the opposite party No. 1 – Hyundai Motor India Ltd. as appellant.

10. In the First Appeal No. 353 of 2019 of B.M. Hyundai, Dehradun, it is submitted that the impugned judgment and order is erroneous, illegal and is bad in law. The impugned judgment and order is based on surmises, conjectures, presumptions, assumptions and against settled principal of law and facts. That the impugned judgment and order is liable to be set aside on the ground that the complaint was heard ex-parte in the absence of the appellant. That the complainant was asked for several documents, such as Registration Certificate of the old car and copy of valid insurance of the old car, but the same have not been provided by the complainant till date. That the complainant has not supplied the Fora any document in support of furnishing the documents required by the appellant – opposite party No. 2 to forward it to the opposite party No. 1, so as to benefit the complainant by the scheme offered by the opposite party No. 1. That the District Commission has ignored and disregarded the settle principle of law on the question of liability of manufacturer under the terms of warranty which is contract enter in to between the manufacturer and the purchaser at the time of purchase of the equipment and the terms which are sacrosanct to the conduct and liabilities of the manufacturer. As the complainant has not submitted the registration certificate of the old car and valid insurance of the old car reflecting the furnishing of documents to the appellant–opposite

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party No. 2. The impugned judgment and order suffers from material irregularity and, hence is liable to be set aside.

11. In the First Appeal No. 402 of 2019 of opposite party No. 1 - M/s Hyundai Motors India Pvt. Ltd., it is submitted that impugned judgment and order is legally untenable and prima facie erroneous and deserves to be set aside. The appellant – opposite party No. 1 seeks to assail the impugned judgment and order, inter alia on the ground that the same has been passed without application of the judicial mind and is bad in law. The impugned order is contrary to the principle of law and is thus not sustainable in the eyes of law. The impugned judgment and order is not only erroneous and illegal but also a result of the failure to act judicially by the Commission below in the exercise of jurisdiction vested in it by law. The District Commission has failed to appreciate the fact that the complainant had failed to fulfill all the conditions required to become eligible for receiving the exchange bonus of Rs. 25,000/- under the scheme, due to which the claim of Rs. 25,000/- was dismissed. It is also submitted that one of the pre-requisites to be eligible for receiving the bonus was that the complainant had to show proof of ownership over the vehicle being exchanged for a period of six months prior to the date of sale, in which he has failed to comply with, which was in dispute. It is pertinent to mention that Form 23 of the vehicle suggests that the vehicle had been transferred five times and there were major discrepancies relating to the other documents of the vehicle as well. The complainant has approached the Commission with unclean hands to gain unjust enrichment at the expense of the appellant. Appellant - opposite party No. 2 is liable towards the deficiency in service qua the complainant. There is no privity qua appellant and the complainant,

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the dispute is purely inter se the complainant and opposite party No. 2. Therefore, the impugned judgment and order is liable to be set aside.

12. Learned counsel for the appellant – opposite party No. 2 (First Appeal No. 353 of 2019) M/s B.M. Hyundai has argued that the complainant has failed to furnish the documents required by the appellant to forward it to the opposite party No. 1 Hyundai Motor India Ltd., so as to benefit the complainant by the scheme offered by the opposite party No. 1.

13. Learned counsel for the appellant – opposite party No. 1 (First Appeal No. 402 of 2019) Hyundai Motors India Pvt. Ltd. has argued that complainant has not raised any allegations regarding the performance of the car, no deficiency in service can be attributed to the appellant herein. Complainant is not a consumer of the appellant. It is submitted that the liability of the appellant being the manufacturer of Hyundai cars is limited and if any, at the time of retail sales or services of the car on the part of the dealer cannot be fastened upon the appellant. Appellant has not received any consideration from the complainant nor made any promises to the complainant, hence there is no privity qua the appellant and the complainant herein and the dispute was purely inter se dealer, opposite party No. 2 and the complainant. Therefore, the impugned judgment and order is erroneous and the District Commission has exercised the jurisdiction which was not vested in it. Hence, the same is liable to be set aside.

14. Learned counsel Sh. Sahil Gulati for the appellant – opposite party No. 2, learned counsel Sh. Pradeep Bartwal for complainant and learned counsel Sh. Nitin Kumar for opposite party No 1 appeared in First Appeal

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No. 353 of 2019. Learned counsel Sh. Nitin Kumar for the appellant – opposite party No. 1 in First Appeal No. 402 of 2019 has appeared. None has appeared on behalf of the complainant & opposite party No. 2 in First Appeal No. 402 of 2019, hence on dated 27.09.2024, an order was passed to proceed First Appeal No. 402 of 2019 ex-parte against the complainant & opposite party No. 2.

15. Learned counsel Sh. Pradeep Bartwal for complainant and learned counsel Sh. Sahil Gulati for opposite party No. 2 in First Appeal No. 402 of 2019 have appeared and participated in the ex-parte arguments.

16. We have heard learned counsel for the parties in both the appeals and perused the material available before us.

17. From the pleadings of the parties and the material available on record, it is admitted that the complainant purchased a new *i10* car from the opposite party No. 2 which was manufactured by opposite party No. 1. It is further admitted that opposite party No. 1 launched an exchange bonus scheme for prospective car buyers in case they exchange their old car with a new car manufactured by opposite party No. 1. This scheme of exchange bonus was administered through the dealer – opposite party No. 2 of opposite party No. 1. It is also admitted that the complainant booked a new car under this scheme with the opposite party No. 2 and was eligible for the exchange bonus subject to terms and conditions stipulated by opposite party No. 1. It is also admitted that a sum of Rs. 30,000/- was paid to the complainant by the opposite party No. 2 within a short period after purchase of the new car. It is further admitted that exchange bonus amount of Rs. 25,000/- was not paid to the complainant.

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18. The main contention raised by the opposite party Nos. 1 & 2 (appellants of both the appeals) is that the complainant is not entitled to exchange bonus of Rs. 25,000/- on the ground that the complainant failed to comply with mandatory terms and conditions of the exchange bonus scheme. On this basis, the opposite party Nos. 1 & 2 – appellants justified withholding and rejection of the exchange bonus claim of the complainant. Conversely the complainant's contention is that he fully complied with all the terms and conditions of the exchange bonus scheme and submitted all requisite documents including registration certificate and valid insurance policy and, hence is eligible for the exchange bonus of Rs. 25,000/-.

19. Upon careful consideration of pleadings, evidence on record and submissions made by the parties, it is evident that the sole ground of which the exchange bonus of Rs. 25,000/- was denied, is alleged non-compliance of terms and conditions of the exchange bonus scheme by the complainant. A conjoint examination of registration certificate and insurance policy (paper Nos. 44 & 45 of First Appeal No. 402 of 2019) conclusively established that the complainant was the registered owner of the old car and that the insurance policy was valid at the time of purchase of new card. The material placed on record further shows that all original documents relating to old car were taken by the opposite party No. 2 on dated 30.10.2013 (paper No. 46 of First Appeal No. 402 of 2019) and that the complainant duly complied with all the requirements of the exchange bonus.

20. We have perused the record and pleadings of the parties. It reveals that the Registration Certificate and valid insurance policy of the old car is available on record (paper Nos. 44 & 45 of First Appeal No. 402 of 2019), which clearly shows that the registration certificate issued on dated

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13.08.2003 in favour of complainant - Sh. Bhagwan Singh Negi has thereby proved the ownership of the old car and that the insurance policy of the old car was also valid at the time of purchasing the new car from the dealer – appellant M/s B.M. Hyundai. From the material available on record (paper No. 46 of First Appeal No. 402 of 2019) it is established that the appellant M/s B.M. Hyundai obtained all the original documents pertaining to old car on dated 30.10.2013 from the complainant alongwith copy of valid insurance policy. The record further established that the complainant duly complied with all the terms and conditions of the exchange bonus as mentioned at paper No. 41 of First Appeal No. 402 of 2019. The contention of opposite party Nos. 1 & 2 that the complainant failed to submit proof of ownership of old car is not supported by the record. The opposite party Nos. 1 & 2 have failed to produce any cogent or convincing evidence to substantiate their plea of non-compliance of the terms and conditions, the exchange bonus scheme by the complainant.

21. Accordingly, the objection raised by the appellants in both the appeals regarding non-fulfillment of terms and conditions of exchange bonus scheme is devoid of merit and is hereby rejected. Withholding of exchange bonus despite full compliance by the complainant amounts to deficiency in service and unfair trade practice on the part of opposite party No. 2. The impugned judgment and order passed by the District Commission concerned is well-reasoned, legally sound and found on correct appreciation of facts and evidence available on record. No perversity, illegality and material irregularity is found warranting the interference by this Commission. In our view, the impugned judgment and order is justified and correct. The District Commission has exercised the jurisdiction, which was vested in it. Thus, we hold that the impugned

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judgment and order is liable to be affirmed and both the appeals deserve to be dismissed.

22. Accordingly, the First Appeal No. 353 of 2019 and First Appeal No. 402 of 2019 are dismissed. Impugned judgment and order dated 24.08.2019 passed by the District Commission, Dehradun is hereby affirmed. Appellant of First Appeal No. 353 of 2019 shall be at liberty to recover the amount from the appellant (Manufacturer) of First Appeal No. 402 of 2019. No order as to costs of the appeals.

23. A copy of this Order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986 /2019. The Order be uploaded forthwith on the website of the Commission for the perusal of the parties. The copy of this order be sent to the concerned District Commission for record and necessary information.

24. Appeal files be consigned to the record room alongwith a copy of this Judgment.

25. A copy of this judgment be kept in the connected First Appeal No. 402 of 2019.

(Ms. Kumkum Rani)
President

(Mr. C.M. Singh)
Member

Pronounced on: 29.01.2026