

IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL COMMISSION**Date of Institution : 09.11.2023****Date of Reserving : 03.09.2025****Date of Decision : 12.09.2025****CC No. 158/2023****IN THE MATTER OF**

M/S SAMARAN MEDIA CONSULTANT PVT.LTD.
BB-9,
GREATER KAILASH ENCLAVE PART-II,
NEW DELHI-110048
THROUGH ITS DIRECTOR
MR. GURVINDER KHURANA

... Complainant

(Through Ms. Puja Anand &
Ms. K.B. Hina, Advocates
Mob:9811049622, 9811734735 &
Email:prayerbliss@gmail.com,
kbhinakarim@yahoo.co.in)

VS.

1. MERCEDES BENZ INDIA PVT. LTD.
THROUGH ITS AUTHORISED REPRESENTATIVE,
REGISTERED OFFICE:
E-3, MIDC, CHAKAN PHASE-III,
CHAKAN INDUSTRIAL AREA,
KURULI & NIGHOJE,
TALUKA: KHED,
PUNE-410501
EMAIL: cs.ind@cas.mercedes-benz.com

...Opposite Party No.1

(Through Mr. Prasouk Jain, Advocate
Mob.9899314700 &
Email: office@lpjpartners.com)

2. M/S GLOBAL STAR AUTO LLP
[MERCEDES BENZ INDIA PVT.LTD.]
A-1, A-1/1
OKHLA INDUSTRIAL AREA, PHASE-I,
OKHLA
NEW DELHI-110020
EMAIL: abhishek.kaushik@mercedes-benz.com;
Walter.diaz@globalstarauto.com;
heena.goutam@globalstarauto.com

...Opposite Party No.2

**(Through Mr. Jaspreet Singh, Advocate
Mob.9899641617 &
Email:jaspreet.law@gmail.com)**

CORAM:

**HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)
HON'BLE MS. PINKI, MEMBER (JUDICIAL)**

Present: Ms. Puja Anand, counsel for the complainant.
(Mob.9811049622 & Email: prayerbliss@gmail.com)
Ms. Harshita Anand, counsel for OP No.1.
(Mob.7357086555 & Email:
harshitanand@lpjpartners.com)
None for OP No.2.

PER : HON'BLE PINKI, MEMBER (JUDICIAL)

JUDGMENT

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

“(a) Allow the present complaint; and

(b) Pass an order directing the Opposite Party to pay compensation amount of Rs.2.5 crores (Rupees Two Crores and

Fifty Lakhs only) to the complainant for mental harassment and agony; and

(c) Pass an order directing the opposite parties for replacement of present Mercedes Benz EQS 580 with Mercedes Benz IC Engine Car; and

(d) Pass an order to directing the opposite parties to pay a sum of Rs.3 lakhs towards the litigation cost being the actual cost of litigation suffer till date and further litigation cost to be incurred in contesting the present consumer complaint; and

(e) Pass any order and orders as this Hon'ble Commission may deem fit and proper under the facts and circumstances of the case."

2. The brief facts necessary for the adjudication of the present complaint are that on 02.11.2022, the complainant purchased Mercedes-Benz EQS580 Electric Car for Rs.1,55,00,000/- from Opposite Party No.1 (manufacturer) through Opposite Party No.2 (authorised dealer). The complainant also purchased a Service Package Agreement from Opposite Party No.2 for the servicing and maintenance of the car under Star Ease Compact Plus Scheme from 11.03.2022 to 11.01.2028 for an amount of Rs.4,95,600/-. The vehicle was insured by ICICI Lombard Insurance Company which was effective from 03.11.2022 to 02.11.2025. On 04.05.2023, the complainant got the vehicle towed to the workshop where the workshop team of the opposite parties informed him that the main component of the electric vehicle i.e., lithium battery pack needs to be replaced which is under warranty and the car was returned to the complainant on 02.06.2023 after being kept in the workshop of the opposite parties for 29 days.

3. On 27.06.2023, the car was again sent to the workshop with a

complaint that the air conditioner was not functioning. Upon diagnosis, it came to the notice of the complainant that the relevant software had not been updated and that the AC compressor required to be replaced. The opposite parties assured the complainant that the vehicle would be delivered on 10.07.2023, but it was delivered only on 17.07.2023.

4. Just after the purchase of the car, the rear tyre developed a bugle to such an extent that it was not reparable but it was changed in the garage of the opposite parties.
5. On 01.09.2023, the car was again sent to the workshop due to sudden stoppage of vehicle, radar sensor failure, malfunctioning of the dirt sensor, a humming noise coming from AC blower, excessive noise from the seat cooling blower, reduced colling in the driver's seat compared to other seats, non-functioning of the Mercedes ME Service App., a whistle like noise coming when speed exceeds 60 KM per hour, the front left window bouncing back while closing and improper functioning of the 360 camera. Although the car was delivered to the complainant on 12.09.2023, it was observed that the radar sensor was still not working and several of reported issues remained unresolved.
6. Again on 27.09.2023, the car was sent to the workshop with persistent complaints regarding the malfunctioning of the radar system, parking system control unit and 12V battery on board. After retaining the car for three days, it was returned to the complainant on 30.09.2023 with an assurance and promise that no further issues would arise.
7. Again on 05.10.2023, the car was sent back to the workshop with complaints of a noise from rear right side, non-functioning controls on the driver's seat, a dirty sensor, inoperative active break assist, faulty active break assist, and inactive active

steering assist.

S.No.	Date of sending the vehicle to workshop	Date of returning the vehicle	Cost (in Rupees)
1	04.05.2023	02.06.2023	56,30,196/-
2	27.06.2023	17.07.2023	1,49,764/-
3	01.09.2023	12.09.2023	0/-
4	27.09.2023	30.09.2023	98,061/-
5	05.10.2023	Still in the possession of the opposite parties	

8. Legal notice was sent to the opposite parties on 14.10.2023 seeking compensation for harassment and mental agony but no reply was received. The car remained in the workshop of the opposite parties until the filing of the instant complaint. Thus, left with no other option and alleging deficiency in service on the part of the opposite parties, the complainant approached this Commission.
9. Opposite Party No.1 has contested the present case and filed a written statement, wherein, it has been, *inter-alia*, submitted that the complainant is not a 'Consumer' under Consumer Protection Act, 2019 as the car in question was purchased for a commercial purpose. The counsel further submitted that this Commission lacks territorial jurisdiction to entertain the present complaint. It is also submitted that no expert evidence has been filed by the complainant to discharge the burden of proving a manufacturing defect.
10. 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 the Consumer Protection Act, 2019, as the car in question was purchased for a commercial purpose. The counsel further submitted that complainant has failed to establish any cause of action against

Opposite Party No. 2. It is further submitted that this Commission has no territorial jurisdiction to entertain the present complaint as the complainant entered into an Agreement with the Opposite Party No.1 for the purchase of the vehicle in question, where clause 15 clearly provides: "The Seller and the Purchaser irrevocably and unconditionally submit to the exclusive jurisdiction of the competent Courts at Pune and waive any right to object to proceedings being brought in those courts". It has also been submitted that the present complaint is not maintainable as it has not been filed by a duly authorized person of the complainant company. The board resolution as filed by the complainant is stated to be defective, as it neither bears the stamp nor the seal of the company, and is therefore not in accordance with law. Pressing the aforesaid objections, the counsel appearing on behalf of opposite parties prayed for the dismissal of the present complaint.

11. The complainant has filed the rejoinder denying the averments made in written statements filed by the Opposite Party No. 1 & 2 and reaffirming the averments made in the complaint. Thereafter, the parties have filed their Evidence by way of Affidavit in order to prove their averments on record.
12. In order to substantiate their case, the Complainant has filed evidence by way of affidavit of Mr. Gurvinder Khurana, Director of the complainant wherein he has reiterated the facts averred in the complaint.
13. Opposite Party No.1 has filed evidence by way of affidavit of Mr. Anirudh Mehrotra, Authorised Representative working as Manager – Litigation Management Legal Affairs & Secretarial of Opposite Party No.1.
14. Opposite Party No.2 has failed to file evidence by way of affidavit.

15. Vide order dated 30.07.2024 delay in filing the evidence by way of affidavit on behalf of complainant was condoned.
16. We have given considerable thought to the submissions put forth by either side. Record has been carefully & thoroughly perused.
17. The fact that the Complainant had bought a Mercedes Benz EQS580 S-Class car from Opposite Party No.2 which is one of the authorised dealers of the car manufactured by Opposite Party No.1 is not in dispute. From the evidence on record, the consideration paid for the said Car by the Complainant is Rs.1,56,61,330.25, which is evident from the receipt issued by the Opposite Party No.1.

**WHETHER COMPLAINANT FALL UNDER THE
DEFINITION OF 'CONSUMER' PROVIDED UNDER THE
CONSUMER PROTECTION ACT, 2019?**

18. The first preliminary objection raised on behalf of both the Opposite Parties is that the Complainant does not fall under the definition of "Consumer" as defined under Section 2(7) of the Consumer Protection Act, 2019 as the car in question was purchased for commercial purpose.
19. To resolve this issue, we deem it appropriate to refer to Section **2(7) of Consumer Protection Act, 2019:**

"Section 2(7) 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 service 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 service 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 service for any commercial purpose.

Explanation.—For the purposes of this clause,— (a) the expression "commercial purpose" does not include use by a person of goods bought and used by him exclusively for the purpose of earning his livelihood, by means of self-employment; (b) the expressions "buys any goods" and "hires or avails any services" includes offline or online transactions through electronic means or by teleshopping or direct selling or multi-level marketing;”

20. 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/avauling 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.”

21. Relying on the above settled law, we hold that the complainant is ‘Consumer’ under the Consumer Protection Act, 2019, as the said car was purchased for the personal use of the director 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**

22. 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 47(4) of the Consumer Protection Act, 2019, which define the territorial jurisdiction of State Commission as under:

“Section 17 Jurisdiction of the State Commission:

(4) 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, ordinarily 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 in such case, the permission of the State Commission is given; or

(c) the cause of action, wholly or in part, arises; or

(d) the complainant resides or personally works for gain.”

23. An analysis of Section 47(4) of the Consumer Protection Act, 2019 leads to the conclusion that this Commission shall have the territorial jurisdiction where either the opposite party or the complainant at the time of the institution of the complaint, actually and voluntarily resides, carries on business, has a

branch office, personally works for gain, or the cause of action arose.

24. Returning to the facts of the present case, the car in question was purchased from the Opposite Party No.2, which is having Registered Office at A-1/1 Okhla Industrial Area, Phase-I, Okhla, New Delhi-110020.
25. Secondly, the cause of action in the present case also arose within the territorial jurisdiction of this Commission as the said car was sent for repairs at the Service Centre of Opposite Party No.2. Since the cause of action has arisen within the territorial jurisdiction of this Commission, we are of the considered view that the present complaint is well within the territorial jurisdiction of this Commission.
26. Thirdly, it is averred by opposite parties that this Commission has no territorial jurisdiction to entertain the present complaint as the complainant had entered into an agreement with the Opposite Party No.1 for the purchase of the vehicle in question and Clause 15 of the said agreement excludes the filing of complaints before any forum other than the competent courts at Pune.
27. In essence, while a clause in the purchase agreement might attempt to limit a consumer's ability to file a complaint, the Consumer Protection Act 2019 provides overriding statutory remedies, allowing consumers to seek redress for defects or deficiencies in goods and services through the appropriate Consumer Commission having territorial jurisdiction.
28. The present complaint pertains to the consumer-complainant and concerns the lackadaisical approach of the manufacturer- Opposite Party No.1 who sold to the complainant the car in question and the Opposite Party No. 2 being the franchise

partner, is also alleged to be deficient in providing after-sales service and in extending appropriate relief to the consumer-complaint. The said car was purchased and delivered in Delhi, where the complainant ordinarily resides and works for gain within the Delhi NCR region. The after-sales service of the car has been provided by Opposite Party No.2 in Delhi, and the said car, in fact, has been lying in the workshop of the Opposite Party No. 2 since 05.10.2023 in Delhi. We are of the considered view that the present complaint is well within the territorial jurisdiction of this Commission.

**WHETHER THE OPPOSITE PARTIES ARE
DEFICIENT IN PROVIDING ITS SERVICES TO THE
COMPLAINANT**

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 (11) of the Consumer Protection Act, 2019 as:

“(11) "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 and includes—

- (i) any act of negligence or omission or commission by such person which causes loss or injury to the consumer; and*
- (ii) deliberate withholding of relevant information by such person to the consumer;”*

30. The expression 'service' in Section 2(42) of the Consumer Protection Act, 2019 is defined as:

“(42) "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, telecom, boarding 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, 2019, 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 the record reflects that the car in question was purchased from Opposite Party No.1 through Opposite Party No.2 on 02.11.2022. The issue of non-starting first arose on 04.05.2023, within a period of five months and after running only 9,000 kilometres, and the vehicle was taken to the Service Centre of Opposite Party No.1. The said issue was resolved by Opposite Party No.1 by replacing the lithium battery pack, and the vehicle was returned on 02.06.2023. Opposite Party No.1 subsequently sent an email dated 03.06.2023 to the Complainant, offering a refund of five months' EMIs in view of the inconvenience caused. The vehicle was again taken to the Service Centre on 27.06.2023 with a complaint regarding the air conditioner, less than a month after its return from the workshop, and it remained at the Service Centre until 17.07.2023. Once again, Opposite Party No.1 offered a five-year Star Ease Compact Plus Service Package for the vehicle. It is further evident from the record that the said car was sent to the Service Centre multiple times after 17.07.2023.

33. Copies of the email dated 03.06.2023, 08.07.2023, 12.07.2023 & 17.07.2023, sent by Opposite Party No.1 to the complainant, have been filed by the complainant which are annexed with the complaint at page No. 74-75, 79-81, 83-84 & 85-86 respectively. The same are reproduced as under:

(i)

Sat 6/3/2023 1:42 PM

Mercedes-Benz India cs.ind@cac.mercedes-benz.com

To: You

Cc: heena.goutam@globalstarauto.com; walter.diaz@globalstarauto.com

Please do not prefix +91 while dialing our Toll Free Number. In order to reach us, please dial – 000 8000 501 888.

Ref: 0092455

Mercedes-Benz Model: Mercedes-Benz Passenger Car EQS EQS 297

Chassis No: W1K2971446L000050

Registration: DL1GD1300

Dear Mr. Khurana

Greetings from Mercedes-Benz India.

This is reference to you email and the subsequent telephonic discussion the undersigned had with you dated 3rd June'23 regarding the concern of your Mercedes-Benz vehicle. At the onset, we thank you for sparing your valuable time to discuss the matter at length, and at the same time, we sincerely regret the inconvenience caused to you due to reported concern.

In this context, we learnt that the subject vehicle had been reported at our dealership Ms. Global Star, Okhla, for battery-related concerns on 5th May'23. Accordingly, post a thorough inspection and necessary diagnosis our dealer observed that the concern has originated from a contractor, therefore, considering the nature of the concern and the seriousness attached to it. We have advised our dealer to replace the battery on a precautionary measure. In line with the same, we are given to understand that the requisite part replacement has been performed and the subject vehicle is ready for the delivery after ensuring its roadworthy condition and normal performance.

Mr. Khurana, no amount of apology can diminish the experience you had, however, in line with the above explanation, **we wish to offer you the refund of 5 months EMI, towards the Inconvenience caused, as a gesture of goodwill.** However, we regret our inability to replace the vehicle as requested by your good-self. We request your kind understanding on the same.

We would like to appeal for your understanding that although various high quality checks are carried out on the vehicle during its production, considering that a car is a dynamic machine comprising of thousands of parts, an isolated failure of a component cannot be entirely ruled out. In the event wherein a component suffers from any malfunction/defect during the warranty period, it is either repaired or replaced on free of cost basis, as per the defined warranty terms and conditions.

By the copy of this email, we are advising our dealer officials to coordinate with you for next actions. If we can be of any further assistance, please feel free to contact us or our dealer.

Thanking and assuring you the best, at all times.

With Best Regards

Urvashi Kardam

Customer Relationship Management

Mercedes-Benz Customer Contact Center

Phone Number: 0008000501888 (No prefix +91)

(ii)

Sat 7/8/2023 10:44 AM

Mercedes-Benz India cs.ind@cac.mercedes-benz.com

To: You

Cc: heena.goutam@globalstarauto.com; abhishek.kaushik@mercedes-benz.com; walter.diaz@globalstarauto.com

Please do not prefix +91 while dialing our Toll Free Number. In order to reach us, please dial – 000 8000 501 888.

Ref: 01306445

Mercedes-Benz Model: Mercedes-Benz Passanger Car EQS EQS 297

Chassis No: W1K2971446L000050

Registration: DL1GD1300

Dear Mr. Khurana

Greetings from Mercedes-Benz India.

Greetings from Mercedes-Benz India.

This is in reference to the telephonic discussion Mr. Abhishek Kaushik our Manager of Customer Relationship Management held with you on the 7th of July '23 regarding the concern faced with your Mercedes-Benz vehicle. Primarily, we thank you for sparing your valuable time for the telephonic discussion. At the same time, we sincerely regret the inconvenience that has been caused to you due to the reported matter.

In this context, we have learnt that your vehicle reported to our dealership M/s. Global Star, Okhla on the 27th of June '23 with the concern of Air Conditioning not working. Post a thorough inspection and diagnosis it was concluded that the relevant software needed to be updated and same has been performed to address the reported concern. However, we have advised our representatives at our dealership to replace the AC compressor as a precautionary measure. The requisite component has been made available at our dealership premises. Its' installation is currently in progress and shall be completed by the 10th of July 23. Hence, we request your kind patience, cooperation and understanding in the interim period. Please rest assured that our representatives will deliver your three-pointed star to your goods hands after re-affirming its roadworthy condition and optimal performance.

Sir, we once again sincerely regret the inconvenience that has been caused to you due the reported matter as no amount of apology can diminish the same. In line with our customer centric approach, **we wish to offer 5 years of Star Ease Compact Plus Service Package for your vehicle, purely as a gesture of goodwill.**

Mr. Khurana, we would like to appeal for your understanding on the fact that various high-quality checks are carried out on the vehicle during its production. However, considering the modern vehicle, being a dynamic machine comprising of thousands of parts, an isolated failure of a component may not be entirely ruled out. In the event wherein a component falters during the warranty period, it is either repaired or replaced as per the terms and conditions defined by our warranty. Hence, we sincerely regret our inability in replacing the subject vehicle, as requested by your goodself. We solicit your kind understanding on the same.

By a copy of this email, we advise our dealership representatives to coordinate with you for following actions. Should you require any further assistance, please feel free to contact us or our dealership officials.

Thanking you and assuring you of our best attention at all times.

With Best Regards

Urvashi Kardam

Customer Relationship Management

Mercedes-Benz Customer Contact Center

Phone Number: 0008000501888 (No prefix +91)

(iii)

Wed 7/12/2023 3:58 PM

Mercedes-Benz India cs.ind@cac.mercedes-benz.com

To: You

Cc: heena.goutam@globalstarauto.com; abhishek.kaushik@mercedes-benz.com;
walter.diaz@globalstarauto.com

Please do not prefix +91 while dialing our Toll Free Number. In order to reach us, please dial – 000 8000 501 888.

Ref: 01306445

Mercedes-Benz Model: Mercedes-Benz Passenger Car EQS EQS 297

Chassis No: W1K2971446L000050

Registration: DL1GD1300

Dear Mr. Khurana

Greetings from Mercedes-Benz India.

This is in reference to your email dated 12th July '23 and the telephonic discussion Mr. Abhishek Kaushik had with you regarding the reported concern with your Mercedes-Benz vehicle. We would like to express our gratitude for sparing your valuable time for the discussion, and we sincerely regret any inconvenience caused due to the matter at hand.

In this context, please allow us to take reference of our previous email dated 8th July '23 wherein the necessary email communication was shared with your goodself. Further we wish to apprise you that the subject vehicle is ready for the delivery since 11th July 23. Hence, we humbly request you to allow our dealer to deliver your three-pointed star to your good hands. Once again, we deeply regret the inconvenience caused to you and understand that a mere apology cannot fully alleviate your concerns, in line with our customer centric approach, **we would like to extend our gratitude by offering you a 5-year Star Ease Compact Plus Service Package for your vehicle, purely as a gesture of goodwill.** We solicit your kind understanding towards the same.

By a copy of this email, we advise our dealership representatives to coordinate with you for following actions. Should you require any further assistance, please feel free to contact us or our dealership officials.

Thanking you and assuring you of our best attention at all times.

With Best Regards

Urvashi Kardam

Customer Relationship Management

Mercedes-Benz Customer Contact Center

Phone Number: 0008000501888 (No prefix +91)

(iv)

Mon 7/17/2023 1:07 PM

Mercedes-Benz India cs.ind@cac.mercedes-benz.com

To: You

Cc: heena.goutam@globalstarauto.com; abhishek.kaushik@mercedes-benz.com;walter.diaz@globalstarauto.com**Please do not prefix +91 while dialing our Toll Free Number. In order to reach us, please dial – 000 8000 501 888.**

Ref: 01306445

Mercedes-Benz Model: Mercedes-Benz Passenger Car EQS EQS 297

Chassis No: W1K2971446L000050

Registration: DL1GD1300

Dear Mr. Khurana

Warm greetings from Mercedes-Benz India.

We hope this message finds you well. We are writing in reference to the telephonic discussions held between you and Mr. Abhishek Kaushik, our Manager of Customer Relationship Management, regarding the concerns you faced your cherished Mercedes-Benz vehicle. First and foremost, we would like to express our sincere appreciation for your valuable time and patience during these discussions. On the other hand, we deeply regret the inconvenience you experienced due to the reported matter.

We were informed that your vehicle was brought to our esteemed dealership, M/s, Global Star, Okhla, on the 27th of June 23, with the concern of the Air Conditioning not functioning optimally. Our dedicated team carried out a comprehensive inspection and diagnosis, and they identified that the relevant software required an update to address the reported concern. We are glad to inform you that this update has been successfully performed, and your vehicle's air conditioning system is now functioning at its best. Furthermore, as a precautionary measure, we have replaced the AC compressor to ensure the utmost reliability. With these measures taken, your three-pointed star is now ready for delivery.

At Mercedes-Benz, we take great pride in our stringent quality checks during the production of our vehicles. However, with the complexities of modern machines, which consist of thousands of intricate parts, it is possible for isolated component failures to occur, despite our best efforts. In such cases, we stand by our commitment to address any issues during the warranty period by repairing or replacing the affected components, as per the terms and conditions outlined in our warranty. Regrettably, we are unable to accommodate your request for a complete vehicle replacement, and we sincerely hope for your understanding on this matter.

Once again, we wish to extend our sincerest apologies for the inconvenience you have encountered. We understand that no apology can fully alleviate the impact of such an experience, but please know that we value you as a loyal Mercedes-Benz customer, and your satisfaction is of utmost importance to us. In line with our customer-centric approach, **we would like to offer you an Extended Warranty/Advance Assurance for the 4th and 5th years, along with a comprehensive 5-year Star Ease Compact Plus Service Package for your vehicle**, as a gesture of goodwill and appreciation for your continued trust in our brand.

By a copy of this email, we advise our dealership representatives to coordinate with you for following actions. Should you require any further assistance, please feel free to contact us or our dealership officials. Thank you once again for your understanding and cooperation. We remain committed to providing you with the best attention and services at all times. as you deserve nothing less as a valued member of the Mercedes-Benz family.

With Best Regards

Urvashi Kardam

Customer Relationship Management

Mercedes-Benz Customer Contact Center

Phone Number: 0008000501888 (No prefix +91)

34. These emails reflect that Opposite Party No.1 offered the complainant a refund of five months' EMIs in view of the inconvenience caused, a five-year Star Ease Compact Plus Service Package for the vehicle and also offered an extended Warranty/Advance Assurance for the 4th and 5th years, along with a comprehensive 5-year Star Ease Compact Plus Service Package for the vehicle.
35. The vehicle was again taken to the Service Centre on 27.06.2023 with a complaint regarding the air conditioner, less than a month after its return from the workshop, and it remained at the Service Centre until 17.07.2023. Once again, Opposite Party No.1 offered a five-year Star Ease Compact Plus Service Package for the vehicle.
36. We find that the issues in the car arose within six months from the date of purchase and have continued to persist to date, despite repeated interventions by the opposite parties.

S.No.	Date of sending the vehicle to workshop	Date of returning the vehicle	Cost (in Rupees)
1	04.05.2023	02.06.2023	56,30,196/-
2	27.06.2023	17.07.2023	1,49,764/-
3	01.09.2023	12.09.2023	0/-
4	27.09.2023	30.09.2023	98,061/-
5	05.10.2023	Still in the possession of the opposite parties	

37. It is pertinent to mention that although the car was brand new and within six months of purchase, its battery pack had to be replaced. This raises concerns about the presence of a manufacturing defect. Whenever, the vehicle in question was taken to the workshop of Opposite Part No.2, every time the Opposite Party No.1 offered the complainant for no EMI for five

months, extend the warranty and five years of Star Ease Compact Plus Service Package etc. The persistence of such defects can reasonably be attributed to faults existing at the time of manufacture, as minor defects can easily be diagnosed & rectified and would not require numerous visits to the workshop.

38. It is noteworthy that the opposite parties not only acknowledged the existence of faults in the car as mentioned in various job cards, but also voluntarily offered a refund of five months EMI's and extended the warranty of the complainant's car as communicated via email dated 03.06.2023, 08.07.2023, 12.07.2023 & 17.07.2023, which are annexed with the complaint. The warranty extension was offered without any request from the complainant. The only plausible reason for such actions is that the opposite parties sought to pacify the complainant as they were unable to diagnose and rectify the fault which in fact constitutes a manufacturing defect.
39. It is pertinent to mention that both opposite parties run large commercial establishments with substantial financial resources. Nothing is provided free of cost by the opposite parties; even a mere car wash at the workshop of Opposite Party No.2 attracts a hefty charge. Furthermore, an extended warranty on the vehicle particularly one from an international and reputed brand like Mercedes Benz. It is therefore notable that the complainant was offered an extended warranty free of charge, despite not having requested the same. This further supports the inference that such offers were made to compensate for unresolved issues, likely stemming from a manufacturing defect.
40. Therefore, in our considered opinion, based on the admissions made by the opposite parties, it is evident that the car in question was sent for repairs on multiple occasions within a

short span of one year from the date of purchase. This establishes that the fault in the vehicle in question arose due to a manufacturing defect. It was the duty of the Opposite Party No.1 (the manufacturer) to replace the defective car. However, the opposite parties in the present case neither replaced the said vehicle nor rectified the defects. Therefore, we are in consonance with the contention of the complainant and hold that there is a clear deficiency in service on the part of the Opposite Party No.1.

41. Vide order dated 04.07.2025, it was submitted by the parties, that the vehicle in question (Mercedes-Benz EQS580 Electric Car) is still lying in the workshop of the Opposite Party No.2 and the said vehicle model (Mercedes-Benz EQS580 Electric Car) has been discontinued and is no longer available in the market.
42. The important issue before us is how the complainant is to be compensated, given that Opposite Party No.1 has already withdrawn the model of the car in question, namely the Mercedes Benz EQS580, from the Indian market. In these circumstances, we are left with no other alternative but to direct a refund of the entire purchase price of the said vehicle to the complainant.
43. The complainant has placed on record the statement of the loan account taken from the HDFC Bank. It has come on record that the complainant has taken a loan on the vehicle in question from HDFC Bank for a sum of Rs.1,00,00,000/- (Rupees One Crore) for a period of 60 months, from 05.12.2022 to 05.11.2027, @ 7.90% interest per annum. The statement shows that an amount of Rs.64,73,152/- has been paid till date (i.e., principal of Rs.48,42,830.26 and interest of Rs.16,30,321.74), and the balance principal outstanding is Rs.51,57,169.74.
44. Regarding interest paid on loan, bank statement of the loan

account contains the entire loan schedule with principal and interest payments on each EMI.

45. Insurance for the first year was included in the total purchase cost of the car. For the subsequent year, the insurance of the vehicle would have been renewed, however, the complainant has failed to file any documents on record to substantiate this claim.
46. It has also been noted that a sum of Rs.1,76,605/- towards prepayment/ foreclosure charges @ 3.54% on the outstanding principal is reflected in the bank statement of the loan account with HDFC Bank and the complainant is entitled to the same.
47. Keeping in view the facts of the present case and the extensive law as discussed above, we direct the Opposite Party No. 1 to refund the entire purchase amount paid by the complainant for the car i.e. Rs. 1,60,09,614.26 (*Ex-showroom : 1,55,00,000.25 + TCS : 1,55,000/- + Insurance : 3,10,000.01 + Road Tax/ Registration Charges : 6,330/- + other statutory levies : 38,284/-*), and interest borne on the loan i.e. Rs.16,30,321.74 as well as Rs.1,76,605/- (Rs.1,78,16,541/- in toto) 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. 02.11.2022 (on Rs.1,78,16,541/-) till **12.09.2025** (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 Party No.1 shall pay the entire amount on or before **11.10.2025**;
- C. Being guided by the principles as discussed above, in case the Opposite Party fails to refund the amount as per the aforesaid clause **(A)** on or before **11.10.2025**, 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 complainant i.e. 02.11.2022 till the actual realization of the amount..

48. In addition to the aforesaid and taking into consideration the facts of the present case, the Opposite Party No.1 is directed to further pay a sum of

A. Rs.5,00,000/- as cost for mental agony and harassment to the complainant; and

B. The litigation cost to the extent of Rs.50,000/-.

49. As the vehicle in question (Mercedes-Benz EQS580 Electric Car) is still lying in the workshop of Opposite Party No. 2, it shall be taken over and used by Opposite Party No. 1 after the refund.

50. Applications pending, if any, stand disposed of in terms of the aforesaid judgment.

51. The judgment be uploaded forthwith on the website of the commission for the perusal of the parties.

52. File be consigned to record room along with a copy of this Judgment.

(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT

(PINKI)
MEMBER (JUDICIAL)

PRONOUNCED ON 12.09.2025