

GOVERNMENT OF JAMMU & KASHMIR
DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
BARAMULLA/BANDIPORA

Coram: -

1. Peerzada Qousar Hussain

..... President

2. Ms Nyla Yaseen

..... Member

Consumer Complainant No: 39/2025

**Mohd Altaf Pujoo S/o Ab Khaliq Pujoo R/o Sultanpora Tehsil
Pattan, District Baramulla.**

.....(Complainant)

Versus

**1. Manager Himalayan Motors Branch office Sangrama through
Parvaiz Ahmad.**

2. J&K Bank Branch Unit Naidkhai.

..... (opposite parties)

Date of Institution: 20-05-2025

Date of Decision: 15-10-2025

Appearing Counsel

Adv. Mudasir Hameed for the complainant.

Nemo for the OP's.

Judgement

The instant complaint has been filed by the complainant under Section 35 of the Consumer Protection Act 2019 against the OP's alleging therein deficiency in service on the part of the OP 1 with prayer to grant the following relief: -

1. Direction to OP 1 to replace the vehicle of the complainant with a new brand one with the same model with same specifications or alternatively make the whole payment of consideration along with interest @18%.

2. Direction to the OP 1 to pay an amount of **Rs.50,00,000/- (Fifty lakh)** as compensation and **Rs.20,000/- (Twenty thousand)** as litigation charges.

Brief facts: -

Complainant booked one goods vehicle Supro Profit Truck Maxi VX WD from Manager Himalayan Motors branch office Sangrama herein after referred to as OP 1 for which a token amount was paid by the complainant and a Performa of invoice was provided to the complainant for seeking financial assistance from J&K Bank branch unit Naidkhai herein after referred to as OP 2. Loan amount of **Rs.7,54,000/-** was sanctioned by OP 2 in favor of the complainant. Contention of the complainant is that he deposited **Rs.55,000/-**

besides the loan amount was disbursed directly into the account No of the OP 1. Consequent upon which vehicle was delivered to the complainant in the month of February 2024.

The complainant had purchased the vehicle to earn his livelihood as being the sole bread winner of his family however, he was shocked and traumatized to discover that the vehicle suffered from the mechanical issues shortly after its delivery even on several occasions the vehicle stopped functioning in the middle of the road which caused immense inconvenience and financial loss to the complainant. Furthermore, the complainant alleges that on one occasion the vehicle broke down near Kargil and the complainant was constrained to have the vehicle lifted and transported through a truck, for which he incurred **Rs.25,000/-**. Complainant's contention is further that he approached OP 1 with requests but merely verbal assurances were given to the complainant regarding the repairment. Although the vehicle was once repaired but continued the mal functioning as no substantial repairs were carried out by the OP 1. The complainant took the vehicle to the workshop of the OP 1 again but they failed to repair the vehicle besides they indulged in damaging the vehicle by cutting its silencer without justification and consent of the complainant which caused damage and distress to the complainant. Additionally, the service bill provided to the complainant online at many times reflected the bills in the name of any third person namely Farooq Ahmad which raised a serious suspicion about the vehicle as the vehicle was previously sold and resold to the complainant. The complainant's contention is further that vehicle is lying at the workshop of the OP 1 which has caused financial loss and psychological distress to the complainant as he has to pay **Rs.12,000/-** to the bank as monthly installment against the loan regularly. Complainant further alleges that during the visit to the premises of OP 1, a person namely Parvaiz Ahmad claimed to be Manager refused to provide any assistance which clearly establishes unfair trade practice and deficiency in service and also breach of trust by delivering a faulty second hand vehicle to the complainant which caused significant, financial and emotional hardships to the complainant.

Notices were issued.

Upon service of notice the OP's appeared and filed objections in the matter however did not choose to appear or to contest the case, resultantly they were set to ex-parte.

Complainant submitted evidence affidavit of 5 witnesses namely Ishfaq Hussain Bhat S/o Mohammad Ishaq Bhat R/o Sultanpora Tehsil Pattan District Baramulla, Mohammad Yousf Pujoo S/o Sonaullah Pujoo R/o Sultanpora Tehsil Pattan District Baramulla, Abdul Hamid Pacho S/o Mohammad Sadiq Pacho R/o Sultanpora Tehsil Pattan District Baramulla,

Barkat Ali Pujoo S/o Ab Khaliq Pujoo R/o Sultanpora Tehsil Pattan District Baramulla and Mohd Altaf Pujoo S/o Ab Khaliq Pujoo Sultanpora Tehsil Pattan District Baramulla the complainant as witness in his own case.

The witnesses namely Ishfaq Hussain Bhat S/o Mohammad Ishaq Bhat R/o Sultanpora Tehsil Pattan District Baramulla, Mohammad Yousf Pujoo S/o Sonaullah Pujoo R/o Sultanpora Tehsil Pattan District Baramulla, Abdul Hamid Pacho S/o Mohammad Sadiq Pacho R/o Sultanpora Tehsil Pattan District Baramulla, Barkat Ali Pujoo S/o Ab Khaliq Pujoo R/o Sultanpora Tehsil Pattan District Baramulla and Mohd Altaf Pujoo S/o Ab Khaliq Pujoo Sultanpora Tehsil Pattan District Baramulla the complainant as witness in his own case on affidavit stated that he is neighb-or of the complainant. Complainant approached OP 1 and booked one goods vehicle Supro Profit Truck Maxi VX WD and paid a booking amount of **Rs.5000/-**. Complainant was provided a Performa invoice on the basis of which the complainant sought financial assistance from the J&K Bank and an amount of **Rs.7,54,000/-** was sanctioned in favor of the complainant and directly disbursed in the account of the OP 1 besides he deposited an amount of **Rs.55,000/-** as down payment. The witnesses further stated that the complainant had purchased the vehicle to earn his livelihood however he was shocked to discover that vehicle suffered mechanical faults in the middle of road even on one occasion the vehicle met with the same issue at Kargil and the complainant was constrained to incur an amount of **Rs.25,000/-** for lifting the vehicle from Kargil to showroom of OP 1. Despite assurances the vehicle could not be repaired even the OP 1 indulged in damaging the vehicle by cutting its silencer without the knowledge of the complainant. The witnesses further stated that the OP 1 has delivered second hand vehicle to the complainant as most of the receipts regarding repairs depicts the name of third person Farooq Ahmad which clearly indicated that defective vehicle has been delivered to the complainant which has caused huge loss and starvation to the complainant and his family as he is regularly depositing **Rs.12,000/-** towards the loan amount of the vehicle.

Heard the complainant perused the records as well as the written arguments advanced by the complainant's counsel and we are of the considered view that the complainant purchased the vehicle Supro Profit Truck Maxi VX WD from OP 1 against the consideration cost of **Rs.7,54,000/-**. The vehicle was delivered to the complainant in the month of Feb 2024 however within a short span of time it developed mechanical problems. Even at one occasion while coming from Kargil the vehicle in question stopped functioning and the complainant was constrained to get the vehicle lifted from Kargil through a truck for which he incurred an amount of **Rs.25,000/-** which fact stands substantiated by the photographs placed on record. The fact of the matter is that despite repairing, the

problems persisted. Consequently, the vehicle was again stationed in the workshop of the OP 1 for repairs.

Since the OP 1 was under legal obligation to deliver defect free vehicle to the complainant and also render the due services to the satisfaction of the complainant which has not been done. Additionally, the complainant on approaching the OP 1 was asked to register the online complaint with regard to the malfunctioning of the vehicle.

Selling defective vehicle and failure to render the due services to the complainant admittedly amounts to unfair trade practice and deficiency in service on the part of OP 1 in accordance with Section 2(11) of CPA, 2019. The Hon'ble Supreme Court in a case titled Rajiv Shukla Vs Gold Rush Sales and Services Ltd. and Another in Appeal No. 5928 of 2022 has held that delivering a defective car against booking of a new one amounts to unfair trade practice and is dishonest and unethical.

As such the complaint of the complainant is allowed and disposed off with the following directions: -

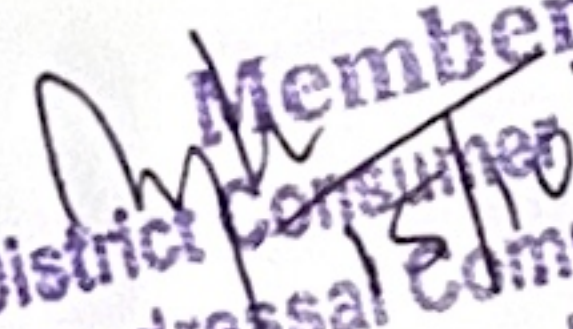
1. The OP 1 is directed to replace the vehicle in question with a new one of the same brand/model and specification or alternatively refund the whole amount received from the complainant along with the interest @7% from the date of payment till the realization of the amount.

2. The OP 1 is further directed to pay an amount of Rs.50,000/- to the complainant as compensation for indulging in unfair trade practice/ deficiency in service and for putting the complainant into mental agony and harassment.

3. The OP 1 is further directed to pay an amount of Rs.20,000/- to the complainant as litigation charges.

The OP 1 shall comply with the order within a period of 4 weeks from the date of order.

Order announced
Date: 15-10-2025


Member
District Consumer Disputes
Redressal Commission
Nyla Yaseen
Paramulla
Member


President
District Consumer Disputes
Redressal Commission
Peerzada Qaisar Hussain
Paramulla
President

Copy of this Order be provided to the parties for compliance and file be consigned to records after due completion.