

BEFORE THE DISTRICT CONSUMER DISPUTES
REDRESSAL COMMISSION, GADAG.

(Basaveshwar Nagar, Opp: Tahasildar Office, Gadag.)

Complaint No : 145/2024

Date of Filing : 06.08.2024

Date of Disposal : 17 July 2025

Present:

1) SHRI A. G. MALDAR, B.Com, LL.B(Spl.)

President

2) SMT. YASHODA BHASKAR PATIL, B.Com,LL.B(Spl.),M.Ed., PGDCLP
Woman Member

Complainant/s :

1) Mr. Shivakashayya G Gaddagimath,
Age: 45, Occ: Pvt Service,
R/o: #445k/30. "Geetsuhag"
4th Cross Nagappapanakatte,
Gadag-582101.

(By Smt. S. B. Shreegiri, Adv.)

Opponent/s :

1) Managing Director,
M/s PUREENERGY PVT LTD,
H No.10-38/2 survey No. 424/AA3,
Beside Arya college of Phramacy,
Nearli Hyderabad, Kandi village, Telangana.

(By ShriD. G. Merawade, Adv.)

2) Manager,
IRIO GROUPS,
Ganesh kruupa, Karanth Building,
OPP. Baglkot Petrol pump,
P B Road, Dharwad-580001,
Karnataka. Ph No. 0836-2951760,

(Ex-parte)



By Sri. A. G. Maldar, President,

JUDGMENT

The complaint is filed by the complainant U/Sec.35 of the C.P. Act, 2019, seeking direction against the Ops to refund the vehicle amount of Rs.77,846/- with 18% interest till its realization or replace the vehicle, & compensation towards mental agony Rs.3,00,000/- and Rs.5,000 for cost of litigation.

2) Brief fact of the complaint is that,

Complainant is a consumer as defined under Consumer Protection Act, 2019 as he has purchased the PURE electric vehicle color #yellow, CHASSI # PUREEF25012, MOTOR# PUREESMT24TLO142, ATTEERAY#EPLH G0022228 028,CHA RGE#6A0912219573 from OP-2 vide receipt dated 26/02/2022 with invoice No TG/21-22//02/190 by paying an amount of Rs.74,999/- and also obtained insurance from go digit General insurance two wheeler policy bundled policy by paying amount of Rs.2,847.22/- for the period of 26/02/2022 to 25/02/2027 for own damage and third party liability. From date of purchase, the vehicle is also having starting problem, it is having manufacture defect from date of purchase. For manufacture defect in vehicle, complainant requested the OP-2 to replace the vehicle or refund the amount which is paid for purchase of vehicle along with interest, but OP-2 went on postponing the request of the complainant for one or the other reason, and the said fact is (manufacture defect) is intimated to OP-2 so many times, at last On 14/09/2023 complainant's vehicle is not started, then complainant contacted the OP-2 to provide for home service on 14/09/2023 but the OP-2 has replied as no service for home, at last complainant approached and given battery to OP-2 and the battery is collected by OP-2 from complainant and sent it for repair to OP-1, but OP-2 never repaired nor rectified the defects and they went on

postponing on one or the other reasons but OP-2 did not heed the request of the complainant, and the complainant has repeatedly requested the OP-2 through whatsapp chats for his vehicle repair and to get back the battery repaired, but at last on 11/12/2023 the OP-2 replied through whatsapp message as "pure Ev electric scoters in Dharwad-Trio groups E-Vehicle "Dear customer we are closed our service from today 11/12/2023 please contact with company 18002126440," but on 12/12/2023 the OP-2promised to return the battery, but on 08/01/2024 the OP-2 has not supplied the battery as the battery is with the OP-1, but till today the OP-1 and 2 have not supplied the battery, the Ev scoter has problem in battery since from the date of purchase, The vehicle is having a warranty and there is also an extended warranty for vehicle by paying separate premium.

3) Hence complainant issued legal notice on 13/03/2024 to OPs. The above said act has caused great loss and damage besides mental tension, trauma and inconvenience and loss of value of money to the complainant. After the receipt of notice there are number of whats-app chats with the complainant by the OP-2, wherein the OP-2 admits thefault in battery/ in manufacture defect also and they demanded Rs.30,000/- for battery hence there is untrade practice and deficiency of service on part of OPs.

4) This Commission after admitting the complaint, notices have been issued to the Ops. OP-1 has appeared through their counsel, and filed written version. OP-2 did not appear hence placed as ex-parte.

5) The OP-1 respectfully submits that, the present complaint filed by the complainant is totally false, frivolous, and vexatious and denied all allegations mentioned in the complaint, asserting they are baseless and malicious. Upon legal scrutiny, these claims lack merit and should be dismissed outright. That the allegations of the complainant, which are contrary to or inconsistent with what is averred herein, are denied in totality.



6) PUR Energy is a reputed and established company which is engaged in the business of manufacturing electric vehicles using Lithium Batteries and has been true to its name ever since its genesis and has focused on enabling transition to clean energy technology.

7) At the outset, PUR Energy denies all the allegations contained in the complaint, except those, which are specifically admitted hereinafter in this written statement, and nothing stating in the complaint should be deemed to be admitted merely because the same is not specifically traversed. It is also submitted that anything stated in the Complaint contrary to and/or inconsistent with what is stated in the present written statement be deemed to be expressly denied.

8) That from perusal of the instant complaint, it would be observed that averments made therein, are vague, baseless and with mala-fide intent. Further submitted that, the authorised dealers of PUR Energy purchases the vehicles on payment of full price and thereafter, the vehicles are sold by the authorised dealer to the end customers. All the issues relating to servicing, booking, delivery, registration, customer relations, etc are independently handled by dealers. That PUR Energy is in no manner responsible with respect to the present dispute and had not taken the expert opinion with respect to the alleged manufacturing defect. It is germane to mention here that as the batteries manufactured by PUR Energy strictly adhere to the Automotive Industry Standards (AIS) 156 safety standard and are approved by International Centre for Automotive Technology (ICAT).

9) The company PUR Energy vehemently denies all the baseless allegations levied by the complainant, which appear to be an attempt to gain undue advantage. These claims are an attempt to shift the focus from the complainant's negligence, which has rendered the warranty terms void. It is evident that the



complainant is using the judicial system as a means to unjustly benefit from his negligence.

10) WARRANTY POLICY

As per the mandatory service schedule defined in the standard Owner's Manual and user manual provided to the complainant by the dealer, it was further explained to the complainant that he must avail mandatory four free services and six paid services (which is compulsory and very crucial for the maintenance, check-up and up-keeping of the vehicle and its critical components) for the vehicle. As per the available service history, the complainant was negligent in getting mandatory free services as the Complainant has not even availed the mandatory free services prescribed in the Standard User Manual, which are very crucial for the maintenance, check-up, up-keeping of the vehicle and its critical components, thereafter, failed to get the vehicle serviced as per the mandatory Scheduled Service Standards.

The mandatory free service schedule is duly explained to the complainant by the dealer at the time of delivery of the new vehicle. The mandatory free service schedule is produced below for the ready reference of this Hon'ble Commission -

FREE SERVICE SCHEDULE FOR HIGH-SPEED VARIANT	
1 st Free Service	1000 TO 1100 kms or 30-45 days from date of purchase
2 nd Free Service	4300 TO 4500kms or 90-105 days from date of purchase
3 rd Free Service	8000 TO 8500kms or 210-225 days from date of purchase
4 th Free Service	12000 TO 12500kms or 300-315 days from date of purchase
NOTE: CONSIDER THE KILOMETERS OR DAYS WHICHEVER OCCURS EARLIER FROM THE DATE OF SALE	

As per the Warranty Policy (Terms and Conditions) provided to the customer while purchasing the vehicles from the dealer which has been defined in the Standard User Manual, provided to

the complainant, the warranty is valid and only considered when all the four free and six paid services are availed by the customer as per the mandatory standard service schedule. In case of not complying with the said service policy, the warranty shall stand void.

11) As per the Standard Owner's Manual provided to the complainant at the time of purchase of vehicle, the dealer clearly explained to the complainant regarding the circumstances upon which warranty shall not be applicable, which are reproduced for the ready reference of this Hon'ble Commission:

Warranty is not applicable to:

- Vehicle used in competitions, racing, hiring or any for purposes other than what it was designed for
Parts damaged by accidents, neglect, misuse or abuse.
- This warranty is not applicable to rental or commercial use of the product
- This warranty exclusively covers systems and components provided by PURE EV™. The use of spare parts from unknown sources, like replacement parts from third parties deems the warranty void
- If the problem is caused by an accident, wrong or careless installation by the customer, careless actions, wire stretch, bad storage or not following the instruction manual, customer will have to pay the cost of the spare parts and replacement.
- Parts of the scooter getting rusted or their plating or paint coming off due to atmospheric condition like sea breeze and industrial pollution.
- In case of test, maintenance, repair and replacement work due to normal use.
- ***Any vehicle which was not used as per the norms and instructions as specified in the owner's manual***
- Any vehicle with the parts/accessories not approved by PURE EV
- Overcharging the battery or not adhering to the Battery Safety Instructions and any amendments thereof

12) NEGLIGENCE OF CUSTOMER

That it has been clearly specified in the standard owner's manual regarding the safety precautions that are obligatory to be followed in order to keep the components health and to avoid any uncertain event. As part of the standard charging protocol that has been clearly explained to the complainant by the Dealer at the time of purchase about the interval of charging the battery and not to leave the battery for unattended or overnight charging. It is also not disclosed by the complainant about the intervals of charging. That it has been clearly specified in the standard owner's manual

regarding the safety precautions that are obligatory to be followed in order to keep the components health and to avoid any uncertain event.

13) REQUIRE EXPERT EVIDENCE TO PROVE MANUFACTURING DEFECT

According to Section 38(2)(c) of the Consumer Protection Act, 2019- The Complaint alleges a defect in the goods which cannot be determined without proper analysis or test of the goods, obtain a sample of the goods from the Complainant, seal it and authenticate it in the manner as may be prescribed and refer the sample so sealed to the appropriate laboratory along with a direction that such laboratory to make an analysis or test as per the Central Motor Vehicles Rules (CMVR) norms, whichever may be necessary, with a view to finding out whether such goods suffer from any defect alleged in the complaint or from any other defect and to report its findings thereon to the District Commission within a period of forty-five days of the receipt of the reference or within such extended period as may be granted by it.

14) It is important to note that the complainant's usage of the vehicle since period of purchase highlights no evidence of any manufacturing defect. The performance and durability of the vehicle under regular conditions suggest that the issues raised by the complainant may stem from negligence in not following the mandatory schedule handling or misuse, rather than a flaw in the manufacturing process.

15) That the complainant's claim of the product being defective and sold to him by misrepresenting are not supported by any firm evidence. The PUR Energy has been inducted as a party to the present complaint just because it is the manufacturer of the product, whereas the Complainant has failed to produce any firm evidence that can prove the manufacturer is at fault.

16) That there are various precautionary measures that are to be taken by the Complainant in order to maintain the health of the battery. The same is explained in detail to the Complainant by the



Dealer during the sale of the vehicle. The same is also enumerated in the Standard User Manual, which was provided to the Complainant during the delivery of the vehicle.

17) The reliance is placed on the judgment of Hon'ble High Court of Delhi in Hindustan Lever Limited Vs Mr. Lalit Wadhwa and Anr, MIPR 2007 (3) 192, 2007 (35) PTC 377 Del which observed that:

"A reading of the plaint shows that no clear or specific averment has been made against Defendant No. 1 about his role in the alleged infringement of the Plaintiffs patent. In my view, Defendant No. 1 is neither necessary nor a proper party to the suit and consequently he is liable to be deleted from the array of Defendants."

It is submitted by PUR Energy that the complainant has suppressed numerous facts from this Hon'ble Commission and shall not be provided any remedy as per the Consumer Protection Act.

18) The complainant in support of his case has filed his affidavit evidence as PW-1 and produced 10 documents which are treated as P-1 to P-10 i.e. P-1 is Invoice Bill, P-2 is Original Cash receipt, P-3 is PURE part wise warranty, P-4 is Policy Schedule/certificate, P-5 is Legal Notice, P-6 is Postal receipts, P-7 is Postal acknowledgment, P-8 is Returned Postal cover, P-9 is E-mail chats and payment for new battery, P-10 is Whats-app chat and closed his side. The OP-1 appeared through counsel and filed written version, and OP-2 place Ex-parte, even sufficient opportunity was given to both the parties to lead evidence, therefore the affidavit evidence of Ops taken as nil but Adv for OP-1 present argued the matter with the help of 5 documents i.e. 1.Owner's Manual book, 2.Services ticket logs, 3. Ticket details and warranty claim 4. Exchange offer for new battery and 5.E-mail chats and payment for new batter.



19) Now, on the basis of these facts, the following points arise for our consideration:

20) Now, on the basis of these facts, the following points arise for our consideration:

1) Whether the complainant has proved that, there is deficiency in service on the part of Ops in neither replace the vehicle nor refund the cost of vehicle.

2) What order?

21) Our findings to the above points are as under:

Point No. 1 : In the negative.

Point No. 2 : As per the final order.

:: REASONS ::

22) **POINT NO:1:-** We have perused the pleadings of the parties and the evidence of complainant and documents placed on record and the arguments advanced, it is evident that, there is no dispute in respect of the purchase of the vehicle from the OP-2 of PURE electric vehicle color #yellow, CHASSI #PUREEF25012, MOTOR #PUREESMT24TLO142, BATTERY#EPLHG 002228028, CHA RGE#6A0912219573 The case of the complainant is that, he purchased the vehicle on 26/02/2022 which was manufactured by OP-1 and sold by OP-2, who delivered the vehicle, tested on standard condition and certified OK, believing the words of the OP-2 complainant took delivery of the vehicle. From the date of purchase the vehicle is also having starting problem and it is having manufacture defect from the date of purchase. On 14/09/2023 the said vehicle has not started, then the complainant contacted the OP-2 to provide home service but OP-2 replied that no service for home, and lastly complainant approached OP-2 and OP-2 collected the battery and sent it for repair to the company OP-1. Further case of the complainant that he requested the OP-2 to replace the vehicle or refund the amount

paid for purchase of vehicle along with interest but OP-2 went on postponing the request of the complainant for one or the other reason. The complainant on every visit he was facing problems had informed that there is a manufactured defect in the vehicle and requested to replace the same, as the vehicle is under warranty period. The complainant had repeatedly had been harassed by the OP-2 the complainant being innocent person believed the OP-2 and followed as per his instructions and thereby faced a huge loss and hardship.

23) The OP-1 denied all the allegations made in the complaint stating that the complaint is an abuse of process of law and it is not maintainable as the complainant has approached this commission by suppressing material fact. The averments made in the complaint are vague, baseless and with mala-fide intent and is misconceived and baseless allegations of manufacturing defect in the vehicle without relying on any expert report from a recognized and notified laboratory under Sec.38(2)(c) of the C.P. Act, 2019 and deficiency in service cannot be proved without any relying material documents and evidence in support of the allegations made in the complaint. The complaint filed by the complainant does not fall within the definition of a 'consumer dispute' under the C.P. Act as there is neither manufacturing defect proved in the vehicle in question nor any deficiency in service being established against the OP-1 and this complaint is liable to be dismissed. It is further contended by the OP-1 that the vehicle of the complainant requires mandatory servicing as per the available service history, the complainant was negligent in getting mandatory free services as the complainant has not even availed the mandatory free services prescribed in the Standard User Manual, which are very crucial for the maintenance, check-up, up-keeping of the vehicle and its critical components, thereafter, failed to get the vehicle serviced as per the mandatory Scheduled Service Standards etc., at recommended intervals as mentioned in the owner's manual and service book given at the time of delivery of vehicle. The complainant



had failed and neglected to follow the guidelines given in the owner's manual, as recommended for vehicle in question for maintenance and performance of the vehicle. The warranty of the vehicle is subject of terms and conditions.

24) After careful going through the contentions of both sides in our considered view, it is crystal clear that the complainant has not substantiated his case as pleaded in the complaint as well as in the affidavit evidence as he alleged that the vehicle itself is defective, he has failed to prove the said contention by producing cogent and material documents to show that in respect of what kind of defect in the vehicle or battery and which part of the vehicle is defective, he has not clearly mentioned and further he has not produced any report from the expert and further on what basis he comes to conclusion that the said vehicle is defective, as he is not an expert to state that the vehicle is defective one, mere stating that the vehicle is having problem from the date of purchase is not sufficient to hold that the vehicle is defective and this contention of the complainant has no merits without producing cogent material document and supporting evidence. Moreover, the Counsel for OP-1 argued and much emphasised that the vehicle in question has been not availed free service as mandatory to maintain in good condition, it was further stated that the terms & conditions of warranty were not applicable to the complainant, as the battery did not suffer from any manufacturing defect as alleged by the complainant and further the counsel relied a owner's manual book page No.21, regarding the warranty will be consider only when, which is reproduced as under;

- i. All 4 services as given schedule are availed
- ii. All 6 paid service as per given schedule are availed
- iii. Battery Maintenance with Batrics faraday^R records are maintained for the on all 4 free and 6 paid services record given in the Owner's manual duly signed by PURE EVTM Dealer.
- iv. Maintaining the service record given in the Owner's Manual Duly signed by PURE EVTM Dealer for each of the 4 Free and 6 Paid services availed is must.



25) It is clearly mentioned that, the warranty will be considered only when the above conditions must be fulfilled, but in the instant case neither the complainant produced any document regarding free services as per owner's manual nor 6 paid services as per schedule to maintain battery maintenance with batteries faraday, in this regard the complainant has failed to produce any documentary evidence to consider as per owner's manual. Therefore if any of the free or paid service is not done as per schedule, the warranty shall be void.

And further the counsel for OP-1 argued that, warranty is not applicable to, which is reproduced below;

Warranty is not applicable to:

- *****
- *****
- *****
- *Any vehicle which was not used as per the norms and instructions as specified in the owner's manual*
- *****
- *****

26) In view of the above observation it is crystal clear which shows that, the vehicle is not serviced as per service running condition from 1000kms to 12500kms or 300 to 315 days from date of purchase i.e. 26/02/2022, in this regard the consideration point should be the KILOMETERS OR DAYS WHICHEVER OCCURS EARLIER FROM THE DATE OF SALE, and further the OP-1 has contended in the written statement that the vehicle was not maintained as per the instructions of the Ops, if complainant could have got any defect or problem in vehicle or battery, he would have left the vehicle in the Ops service centre when visited for 3rd & 4th service which has been availed as per mandatory services schedule in the user manual on dtd. 22/09/2022 and 26/12/2022 as mentioned by OP-1. We have perused in detail the pleading of the complainant wherein, in complaint para No.1 on second page of the complaint mentioned that as, "On 14/09/2023 complainant's vehicle is not started then complainant contacted the OP-2 to provide for home service but, the OP-2 has replied as no service for home", in this regard no single document is produced to show that,



the complainant approached OP-1 for defect as alleged in the complaint. But legal notice is issued on 13/03/2023, it means after completion of 2 years the complainant issued legal notice regarding defect which cannot be sustained under Consumer Protection Act and same is barred by limitation. Then the question does not arise about the vehicle running as per warranty, after lapse of more than 2 years now stating that there is defect in the vehicle, such contention cannot be acceptable and believable. Therefore, prima-facia it shows that the complainant has not maintained the vehicle properly by servicing regularly and furthermore when there was warranty period, the complainant could have got repaired the vehicle from the servicing centre, if there was any defect in the vehicle, but it is not mentioned in the complaint about defects in the vehicle.

27) After carefully going through the above contentions and pleadings of both the parties, in our view it is clear that the OP-1 has rightly contended in their written version that, as per the terms and conditions of the warranty applicable for the subject vehicle, the warranty shall be limited for compliance as mentioned in the owner's manual which has been issued at the time of delivery and from the date of purchase the vehicle. Subject to fulfillment of other terms and conditions of warranty and the vehicle of the complainant was delivered after carrying out of Pre-Delivery Inspection by the dealer. As per the Sec.38(2)(C) of the Consumer Protection Act, 2019 as "Where the complaint alleges a defect in goods, which cannot be determined without proper analysis or test of the goods, the District commission shall after obtaining a sample of the goods, send it to appropriate laboratory with a direction that such laboratory make an analysis or test, with a view to find out whether such goods suffer from any defect, alleged in the complaint or from any other defect." In respect of manufacturing defects in the vehicle, the complainant has not proved by sending the vehicle to appropriate laboratory for inspection of the same, in absence of an expert report, the complaint deserves to be dismissed. In this



regard, we would like to refer a decision of Hon'ble National Commission in Dr. Neelesh G NimavatVsMedipics and Anr reported in I (2015) CPJ 46(NC). It is held that, in para No. 17 of judgment "that petitioner has failed to prove any defect in the X-ray machine and have also failed to establish that X-Ray machine was emitting excessive radiation due to which petitioner had suffered ailments". So in the instant case, without any expert evidence the defect cannot be proved, accordingly it is aptly applicable the above decision. Moreover without any base in the complaint, even non compliance of the warranty condition towards four free service, and after laps of more than 2 years of purchase stating that the vehicle is defective and to be replaced or refunded, such contention cannot be believed and accepted, it has got no merit at all to believe that the vehicle is defective as alleged by the complainant.

28) In the light of aforesaid discussion, it becomes clear that complainant failed to prove, there was any manufacturing defect in the vehicle and in such circumstances, there is no question of replacement of the vehicle or refund of price of vehicle, mere producing the bills of purchase for Rs.79,900 as P-2 will not suffice to prove that there is defect in the vehicle. Moreover during the pendency of case, the complainant had paid Rs.20,000/- to OP-1 without objecting for taking exchange of battery, why the complainant had paid the amount to OP-1 without protesting the same, and the same is not brought to the notice to this commission. The counsel of OP-1 has filed E-mail chat before this commission and explained that as agreed by the complainant, the OP-1 exchanged the battery. Hence the complainant failed to prove the deficiency in service on the part of the OPs. Therefore without any hesitation we hold that the complainant has utterly failed to prove the deficiency in service on the part of the OPs. Accordingly we answer point No.1 in the negative.



29) **Point No.2:** We proceed to pass the following:

: ORDER :

- 1) The complaint filed U/Sec.35 of the Consumer Protection Act, 2019 is hereby dismissed. No order as to cost.
- 2) Applications pending, If any, stand disposed off in terms of the aforesaid judgment.
- 3) A copy of this judgment be provided to all the parties free of cost as mandated by the Consumer Protection Act, 2019. The judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.
- 4) File be consigned to record room along with a copy of this judgment.

(Order dictated, corrected and then pronounced in the open Commission on **17th July of -2025**)


(Shri. A. G. Maldar)
President


(Smt. Yashoda. B. Patil)
Women Member

:- ANNEXURE:-**Evidence on Behalf of complainant/s**

PW-1 – Shivakashayya G Gaddagimath,

1) Documents on Behalf of Complainant/s

P-1	Invoice Bill dtd.26/02/2022
P-2	Original Cash receipt dtd.26/02/2022
P-3	PURE part wise warranty
P-4	Policy Schedule/certificate
P-5	Legal Notice
P-6	Postal receipts
P-7	Postal acknowledgment
P-8	Returned Postal cover
P-9	E-mail chats and payment for new battery
P-10	Whats app chats

Evidence on Behalf of Ops

Nil

Documents on Behalf of Ops

Produced 05 documents.


(Shri.A.G. Maldar)
President


(Smt.Yashoda.B.Patil)
Women Member