

NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION

NEW DELHI

REVISION PETITION NO. NC/RP/403/2022

(Against the Order dated 20th October 2021 in Appeal 852/2019 of the State Consumer Disputes Redressal Commission Rajasthan)

VINAY KUMAR MISHRA

PRESENT ADDRESS - S/O JUGALDEO MISHRA R/O 520, I-SECTOR, , RAJASTHAN ,
BAPUNAGAR BHILWARA , BHILWARA,RAJASTHAN.

.....Petitioner(s)

Versus

MARUTI SUZUKI INDIA LIMITED & ANR.

PRESENT ADDRESS - PLOT NO.1 NELSON MANDELA ROAD , VASANT KUNJ , VASANT
KUNJ , NEW DELHI,DELHI.

.....Respondent(s)

BEFORE:

HON'BLE MR. JUSTICE A. P. SAHI , PRESIDENT

HON'BLE MR. BHARATKUMAR PANDYA , MEMBER

FOR THE PETITIONER:

MS. SONAL KHATTRI, ADVOCATE

FOR THE RESPONDENT:

MR. PAWAN KUMAR, ADVOCATE FOR R-1 NONE FOR R-2

DATED: 12/01/2026

ORDER

JUSTICE A.P. SAHI, PRESIDENT

1. The petitioner had earlier appeared in person and on 25.08.2025 we had recorded the following order:

“The complainant is the petitioner who had purchased a Maruti Suzuki Celerio vehicle in the year 2014 and according to him the vehicle had inherent defects particularly the brakes of the vehicle that were reported to be out of order but in spite of the promise to rectify the defects, the same were not attended to nor any other steps were taken as a result whereof CC/60/2016 was filed. This complaint was allowed by the District Commission on 16th July, 2019 directing the opposite parties

to replace the vehicle of the petitioner with a similar model and also to pay Rs.10,000/- as cost.

The replacement was challenged in appeal by the manufacturer and the State Commission vide impugned order dated 20th October, 2021 modified the order by substituting the replacement of the vehicle with a direction to pay Rs.70,000/- for mental agony and Rs.30,000/- as cost. Thus, the petitioner feeling aggrieved by the said modification has approached this Commission by filing this revision petition urging that the order of the District Commission should be restored.

He has also stated that an application has been moved praying for allowing the petitioner to dispose of the vehicle. The said application does not seem to be on record. In the event any such application has been filed the same may be traced out and may be placed on record. There is a paucity of time for hearing and disposing of this matter but in view of the short nature of the controversy relating to the allegations of the defects in the vehicle, let the petition be placed for final hearing at 2.00 pm on 07.01.2026.”

2. The office has reported that there is no application filed by the petitioner/ complainant praying for any order to dispose off the vehicle. Be that as it may, we have proceeded to hear the matter finally.
3. The petition was argued by Ms. Sonal Khattri, learned counsel on behalf of the petitioner/ complainant and by Mr. Pawan Kumar, learned counsel on behalf of the respondent no.1. We have heard the matter at length and have also perused the records. Learned counsel for the respondent no. 1 has provided us with a copy of the service history of the vehicle up to date. The mileage recorded in the last service record dated 15.01.2024 is 69686 kms.
4. There is no one present for the respondent no. 2/ dealer. It may be pointed out that the complaint (CC/60/2016) was allowed by the District Commission, whereby it was held that there was a defect in the vehicle relating to the brake system, the calliper assembly whereof was defective and since the same was not

rectified, the vehicle could not be appropriately utilised, which amounted to a manufacturing defect. Accordingly, the District Commission directed the replacement of the vehicle which the complainant was entitled to receive from the opposite party no. 2 to be provided through the opposite party no. 1. The complainant was directed to return the vehicle in question on such delivery. A sum of Rs.10,000/- as compensation and Rs.10,000/- as litigation costs was also awarded.

5. The manufacturer namely, M/s. Maruti Suzuki India Limited went up in appeal (FA/852/2019). The dealer did not file any appeal, but was arrayed as the second respondent in the appeal. The State Commission came to the conclusion that there was no evidence of a manufacturing defect as such, and consequently the direction by the District Commission for replacement of the vehicle was incorrect. It was also held by the State Commission that on one of the occasions on 18.05.2015, the job card indicated that the vehicle was taken on a test drive along with the complainant and no further defects were found. This has not been controverted by the complainant through any expert report. Even on the question of mileage it was observed that there was no material to come to the conclusion that the vehicle was not giving a good mileage. However, the several visits to the garage and defect in the breaking system observed as a deficiency. The appeal was allowed, but at the same time, the impugned order was modified, to the extent that the complainant would be entitled to Rs.70,000/- as compensation instead of Rs.10,000/- and Rs.30,000/- as litigation costs in place of Rs.10,000/-. Thus, the complainant was awarded the modified sum along with interest indicated therein.
6. It has been informed by Mr. Pawan Kumar, learned counsel for the respondent no. 1 that the respondent no. 2, in compliance of the order of the State

Commission, has already deposited a sum of Rs.1,00,000/- with the District Commission along with a letter dated 16.11/12.2021. A photostat copy of the said letter was produced along with a photostat copy of the demand draft drawn on Axis Bank.

7. What can be gathered from above is that the order of the State Commission seems to have been complied with by the dealer who was directed to make the deposit. The dealer has not filed any revision questioning the correctness of the said order. It is therefore evident that the complainant has been indemnified to the extent of the amount awarded by the State Commission under its order dated 20.10.2021. On an enquiry from the learned counsel for the petitioner/ complainant in the presence of the complainant, it was intimated that the said amount has not been withdrawn by the complainant so far as he was not aware of the same. We are not prepared to accept this, in as much as, the order has been passed by the State Commission against which the complainant himself has come up in a revision petition and therefore the awarded amount is very much in his knowledge. However, since he submits that he has not approached the Commission below for withdrawing the amount, it will be open to him to approach the District Commission and in the event any application is moved by the petitioner/ complainant for withdrawing the said amount, the District Commission shall in compliance of the order dated 20.10.2021 passed by the State Commission shall proceed to release the same to the complainant/ petitioner.
8. Learned counsel for the petitioner however has advanced her submissions contending that the award of the District Commission has been erroneously modified by the State Commission as the vehicle was defective right from the beginning. She also urged that many mails were sent to the manufacturer and

their engineers had arrived to whom the defects had been explained and they were aware about the defects in the vehicle, yet no action was taken. It is submitted that the State Commission has not appreciated the facts in correct perspective and has incorrectly modified the order of the District Commission and therefore the impugned order should be set aside and the order of the District Commission should be restored. She has also invited the attention of the Bench to the job cards which we find matching with the service history of the vehicle, the photostat copy whereof has been produced by the learned counsel for the respondent no. 1 and a copy of the same has also been handed over to the learned counsel for the petitioner/ complainant.

9. A perusal of the service history does indicate that the vehicle had defects in its braking system when it was presented before the opposite party no. 2 – dealer. However there does not seem to be any indication of attendance to the issue on the vehicle. But when the complainant/ petitioner approached another dealer, namely, M/s. Champion Cars on 03.01.2015, the description of the job card indicates defects in the callipers pin greasing of the breaks and the recommendation was a need for change of the calliper assembly. However, the said dealer noted that since the product was not available it would be done later on.
10. The complainant thereafter again went to the same dealer, M/s. Champion Cars and the endorsement made on 17.02.2015 is that there was a complaint made about the break jamming problem, but the vehicle was okay and no further problem was observed.
11. The complainant thereafter went to the original dealer, the respondent no. 2 herein, M/s. Lohia Automobiles on several occasions and the endorsement on 18.05.2015 indicates that checking was done and a test drive with the customer

was taken and no problem or abnormal voice was found. The mileage check with the econotester found the mileage of the vehicle to be 22.9 kms. Other job cards were also there which do not indicate the continuance of any such defect thereafter.

12. In the given circumstances the findings recorded by the State Commission that there was no manufacturing defect perse in the vehicle seems to be correct. A partial failure in the braking system that seems to have been rectified later on may be on a number of visits, does not justify the replacement of the vehicle and therefore in our opinion also the District Commission was not justified in issuing a direction for replacement of the vehicle with a new vehicle. The facts of the present and the absence of any expert evidence or opinion about manufacturing defect therefore does not pass the legal test on this issue as observed by this Commission in the case of Kishor N. Shah Vs. M/s. Mercedes Benz India Private Limited & Anr., CC/301/2012, decided on 16.05.2025. However, the same decision also indicates the plight of the purchaser of a new vehicle, who has to face ordeals like in the present case, resulting in harassment. Paragraph 12.2 to paragraph 12.7 are extracted herein under:

“12.2 A bare perusal of the definition of word ‘defect’ (which is a definition for all kinds of goods, which includes the automobiles/cars, under Section 2(1) (d), as reproduced above, shows that any kind of ‘fault’ or ‘imperfection’ or ‘shortcoming’ in the ‘quality’, ‘quantity’, ‘potency’, ‘purity’ or ‘standard’, which is ‘required to be maintained’, ‘by or under any law’ or ‘under any contract’, ‘express or implied’ or ‘as claimed by the trader in any manner, whatsoever constitutes ‘defect’. The Act does not define the term ‘manufacturing defect’ or any other specific kind/type of defect, it only defines ‘defect’.

(a) In Maruti Udyog Limited v. Hasmukh Lakshmichand, 2009 SCC OnLine NCDRC 74, this Commission observed as follows:

“Manufacturing defect” as per P. Ramanatha Aiyar’s Advanced Law Lexicon, 3RD Edition, Volume 3, 2005, defines to mean as:-

“An unintended aspect of finished product due to error or omission in assembly or manufacture, that causes injury.”

Business Dictionary.com defines it to mean:-

“Frailty or shortcoming in a product resulting from a departure from its design specifications during production.”

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The “manufacturing defect” is much more than an ordinary defect which can be cured by replacing the defective part. Manufacturing defect is fundamental basic defect which creeps while manufacturing a machinery. To prove such a defect, opinion of an Expert is necessary...

(b) In Nuzhat v. Dee Dee Motors Pvt. Ltd. and Another RP No. 1053/2016, decided on 03.12.2019, (2019 SCC OnLine NCDRC 1691), this Commission observed:

“Manufacturing defect is a defect which persistently comes up and cannot be rectified even after attempts made by the dealer. The Oxford English Dictionary, Tenth Edition (Indian Edition)-definition of defect is as under:

‘Shortcoming’ imperfection or lack”

(c) In M/s Hyundai Motors Indi Ltd. Vs. M/s Affiliated East West Press (P) Ltd. RP No. 1053/2016, decided on 03.12.2019, (2019 SCC OnLine NCDRC 1691), this Commission observed:

“In our view, if a brand new car gives trouble within a few days of its purchase, the consumer would be dissatisfied.Further, a person who purchases a vehicle, maybe a luxury Accent car or a small car, would not be satisfied, if it is a defective vehicle. That the defect may not be a major one but the consumer loses satisfaction of having a new car. That loss of satisfaction would be much more in a case when the person buys the

vehicle with his hard-earned money.”

(d) In **Anand Kumar Bansal V. Premier Ltd. RP No. 2816/2015 (2019 SCC OnLine NCDRC 1048)**, this Commission observed:

“15. Since 'defect' means any imperfection or shortcoming and 'manufacturing defect' is a shortcoming in a product resulting from departure from its design and is dangerous than the consumer expects the product to be, we are of the considered view that stoppage of engine and replacement of the same twice during the first year squarely falls within the definition of 'defect' and 'manufacturing defect.....”

12.3 Section 14 of the Act empowers the commission to allow various reliefs, including the replacement of the goods with new goods of the similar description (car in the present case), return (refund) of the price paid by the Complainant, award of compensation for any loss or injury suffered by the consumer due to negligence of the OP, if the Commission comes to a finding that the goods in question suffered from any of the defects specified in the complaint or that any of the allegations contained in the complaint about the services are proved. Act also empowers the Commission to award punitive damages if the circumstances so warrant. Of course, the exact nature of relief from amongst those listed u/s 14 of the Act and/or quantum of compensation and punitive damages etc. will depend on facts and circumstances of the case.

12.4 Under the provisions of the Act, any good, like the car in the present case, can be ordered to be replaced or the cost can be ordered to be refunded if it suffers from any 'defect' as defined in the Act. It is not necessary that for ordering a replacement of good or refund of its cost, the good (car) must suffer from any 'manufacturing defect'. There is no such concept of goods suffering from manufacturing defect under the Act, which only defines the 'defect'. Of course, even if the defect in a good/car is established, it does not necessarily have to result in directions of replacement of good/car or refund of its cost. Exact nature of relief to be granted would depend on facts and circumstances of the case. Further the provisions of the Act with respect to powers of Commission to order

replacement of car or refund will have overriding effect over the terms & conditions of the warranty.

12.5 Whenever a manufacturer/Dealer of a vehicle offers to sell a brand new vehicle to the consumer, there is an implied contract as to the claim of the manufacturer/dealer that the vehicle being sold does not suffer from and will not suffer from any kind of fault or imperfection or shortcoming in the quality, quantity, potency and standard which is required to be maintained. In

Hyundai Motors India Ltd. Vs. Shailendra Bhatnagar (2022 SCC OnLine SC 482), Hon'ble Supreme Court observed "..... Vehicles are goods within the meaning of Section 2(7) of the Sale of Goods Act 1930 and they carry implied conditions as to their fitness. That is a statutory mandate and that mandate also operates in respect of goods, whose defect is subject of proceedings in a consumer complaint under the Consumer Protection Act 1986....."

12.6 How does a purchaser of a new vehicle, who is neither an expert in automobile Engineering, nor expected to be so, perceive a manufacturing defect or a defect in the car? Whenever a person purchases a new vehicle, be it a low end vehicle or a middle end vehicle or a high end vehicle, depending upon his economic status/affording capacity, has great sentimental/emotional values attached to such purchase/acquisition of new vehicle. Even an unwanted small scratch or damage to the vehicle in the initial period of such purchase upsets not only the purchaser of such vehicle but his family members as well. If such a vehicle start giving troubles/manifesting mechanical or other technical issues right from the beginning, calling for its repeated visits to the workshop for servicing/repairs etc., such occurrences itself disturbs the peace of mind of such purchaser and cause mental agony to him and his family. It is natural for such a Complainant to think that a vehicle giving repeated troubles, requiring repeated visits to the workshop, suffers from same kind of serious defects, which he tend to classify as 'manufacturing defect', although in all such

cases, the defects though being there, may not strictly speaking be 'manufacturing defect'. In the context of airbags not deployed in an accident, Hon'ble Supreme Court in **Shailendra Bhatnagar (2022) SCC Online SC 483**, observed "..... A consumer is not meant to be an expert in physics calculating the impact of a collision of the theories based on velocity and force....."

12.7 In cases involves allegations of manufacturing defect in the vehicle, it is typical on the part of manufacture and/or dealer to take the plea that the vehicle suffered damage due to the negligent handling of the vehicle by the purchaser/complainant and the alleged issues are only due to operational/usage reasons, there is lack of proper maintenance etc. The standard defence taken by Manufacturers/Dealers in such cases where manufacturing defect is alleged and replacement is sought is that vehicle is sold under a warranty for a certain specified period from the date of purchase or until vehicle runs for a certain kms., whichever is earlier and that warranty is made subject to certain terms and conditions, qualifications and limitations as set out in the warranty booklet and that as per warranty, the manufacturers/dealers obligation is limited to repair or replace the defective components at its sole discretion during the warranty period if the manufacturer/dealer acknowledge that such defect(s) is attributable to faulty material or workmanship at the time of manufacturer. "

13. It has further been held in the said decision that an expert opinion is not necessary in all cases. Paragraph 12.10 is extracted herein under:

"12.10 As regards requirement or need for a laboratory test/expert opinion to determine whether the good/car suffers from any 'defect', in particular a manufacturing defect', a bare perusal of provisions of Section 13(1)(c) reproduced above shows that **such a laboratory test and/or expert opinion is required only when 'where the defect in the goods cannot be determined without proper analysis or test of goods'**, it is not mandatory in all cases where the complainant alleges a defect in the goods. This Commission has taken such a view in many cases. In **M/s. Kataria Automobiles versus Prabodhkant Damodaras Pandya**, RP No.

3916 of 2008, decided on 21.09.2021, this Commission observed:

“8. In the light of the discussion above, we are of the considered opinion that determining ‘defect’ in accordance with the procedure laid down under Section 13(1)(c) to (g) was not required in this case, and, as such, this “omission”, as argued by the learned counsel for the Dealer, is not fatal to the case of the Complainant.” The Dealer received the sale price. It was responsible for satisfactorily repairing the vehicle. Determining ‘defect’ in accordance with the procedure laid down under Section 13(1)(c) to (g) of the Act 1986 was not required in this case. As such there was no need to implead the Manufacturer as a necessary party before the District Commission. In any case”

In Hind Motor (I) Ltd. Vs. Lakhbir Singh, RP No. 2790 of 2008 along with RP 4345 of 2008, decided on 02.12.2013 (2013 SCC OnLine NCDRC 1033), this Commission observed:

“19. Furthermore, within eight months of selling of the vehicle, as per petitioners’ own case, it required substantial repairs worth Rs.2.25 lakh. This itself goes on to show that there were inherent defects in the vehicle, that is, why it required substantial repairs. Under such circumstances, no expert opinion is required as the facts of the case itself speaks that major repairs were required just after short span of eight months from the date of the sale of the vehicle.”

In Tata Motors Vs. Navin Nishchal & Anr., RP No. 2207 of 2007, decided on 07.08.2012, this Commission observed:

10. From this, it is clear that reference to an appropriate laboratory (or, expert) for determination of defects in goods is not entirely mandatory. In this case, based on the admitted evidence that the complainant was required to take his newly purchased car to the workshops of the opposite parties repeatedly practically every month the District Forum specifically observed- Ld. Counsel for the OP submitted that there is no expert opinion that there is manufacturing defect in the vehicle. In our view no expert opinion is required in the circumstances of the case as

noted above. The vehicle did not run smoothly even for a month and within two months of the purchase it was taken to the workshop of the OPs with complaints of high consumption oil and in less than four months started emitting excessive smoke. The car had to be taken to the workshop of the OPs almost every month with one problem or the other and one problem, which continued persisting is high consumption of engine oil and emission of smoke impels us to the inference that there is some manufacturing defect which is beyond rectification.

In Skoda Auto Volkswagen India (P) Ltd. Vs. Meghna Corporate Ltd.,
RP No. 589 of 2020 decided on 24.06.2020 (2020) SCC OnLine NCDRC 910), this Commission observed:

“10. It is argued that there is no compliance by the District Forum of Section 13(1)(c) of Consumer Protection Act, 1986. Section 13(1)(c) is reproduced as under:

13. Procedure on admission of complaint. — (1) The District Forum shall, on admission of a complaint, if it relates to any goods,—

(a) xxxxxxxxxxxxxxxxxxxxxxxxx

(b) xxxxxxxxxxxxxxxxxxxxxxxxx

(c) where the complaint alleges a defect in the goods which cannot be determined without proper analysis or test of the goods, the District Forum shall obtain a sample of the goods from the complainant, seal it and authenticate it in the manner prescribed and refer the sample so sealed to the appropriate laboratory along with a direction that such laboratory make an analysis or test, 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 Forum within a period of forty-five days of the receipt of the reference or within such extended period as may be granted by the District Forum.

11. From the bare reading of this provision, it is apparent that the District

Forum is required to obtain the expert opinion only when it is of the opinion that the defects as mentioned in the Complaint could not be ascertained without proper analysis or test of the goods. In the present case, there were 25 job cards showing the repair and replacement of various parts of the car, which were based on evidences on record filed by the Complainant along with its Complaint and were sufficient for the District Forum to determine the nature of the defects in the vehicle. The Petitioner after receiving the notice of the Complaint, wherein the Complainant had alleged that there were defects in the car, had the opportunity to move an appropriate application for obtaining the expert opinion to contradict the allegations of the Complainant. That opportunity was not seized by the Petitioner. In fact, not even a single piece of evidence has been produced by the Petitioner to contradict the contentions of the Complainant/Respondent no.1. Non-compliance of Section 13(1)(c) of the Act therefore it not fatal to this case. The findings on which the Petitioner has relied upon were given on the facts and circumstances of those cases and the facts and circumstances of this case are entirely different. It is apparent that within a span of 3½ years till the filing of the Complaint, the vehicle which was new had to be taken for repairs to the repairing centre of Respondent no.2 for 25 times. This itself shows that the goods supplied were defective.”

In view of the foregoing, we hold that laboratory test and/or expert opinion to determine/establish a defect and/or manufacturing defect in a good/car, as prescribed under Section 13(1)(c) is not mandatory in each and every case, its requirement is case/fact specific. If there is other reliable, cogent and sufficient evidence on record, it is not necessary to have a laboratory test report and/or an expert opinion. Hence, in the present case, objection of the OPs that no expert opinion has been produced by the Complainant, is not valid.”

14. Applying the said tests even though there is no manufacturing defect proved by the complainant nor any such exercise was undertaken by the fora below, we find the order of the State Commission to be justified on the facts of the present case.

15. The State Commission therefore appropriately modified the order by enhancing the compensation and litigation costs and issuing a direction for paying it with interest @ 9%, as such we find that the complainant/ petitioner has been adequately compensated.
16. There is no evidence of any expert on the issue of manufacturing defect in the vehicle and the defect, if any, has been rectified and cured and the vehicle has already run more than 70,000 kms. as in 2024. We therefore find that the vehicle which was purchased in the year 2014 does not deserve to be replaced and the order passed by the State Commission therefore does not suffer from any infirmity so as to provide any further relief to the petitioner/ complainant. The revision petition lacks merit as there is neither any illegality or irregularity in the order passed by the State Commission. Accordingly. The revision petition is dismissed.

.....J
A. P. SAHI
PRESIDENT

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BHARATKUMAR PANDYA
MEMBER