

## Automobile Sector

S. NO.	LINK	FACT OF THE CASES	CITATION	FORUM	CASE NO.	DATE OF JUDGEMENT	JUDGEMENT WITH THEME
1.	<a href="http://164.100.72.12/ncdrcprep/judgement/00141021093832935RP123514.htm">http://164.100.72.12/ncdrcprep/judgement/00141021093832935RP123514.htm</a>	<p>This Revision Petition pertains to manufacturing defect, and the question arises that who will be liable whether the manufacturer or the dealer. The Complainant purchased Fiat Palio Car on 23.02.2002 from the dealer M/s Vivek Automobiles (OP-2) who was the dealer of the car manufacturer M/s Fiat India, OP-1. On 09.04.2002, the Complainant noticed defects for which the Complainant approached OP on the same day i.e. on 09.04.2002 then on 13.06.2002 and thereafter on 29.07.2002, 08.08.2002, 23.09.2002, 06.10.2002, and two more times and then on 20.11.2002, 28.11.2002, 16.12.2002, 14.04.2003, 30.10.2003, 16.12.2003, 29.12.2003, 16.01.2004, 19.05.2004, 28.05.2004, 25.07.2004, 05.03.2005, 08.03.2005, 13.03.2005 and finally on 27.05.2005. The Complainant took the car to the authorized garage at OP-2 for removal of defects. The car was serviced for 6 times but no satisfactory results the defects continued to persist. The Complainant took 2 years extended warranty. Once at the instance of OP-2 the Complainant took the car to inter workshop namely "Dynamic Automobiles" in Noida for removal of defects which cannot be rectified there as well. Due to malfunctioning of the car, the Complainant met with an accident to but escaped unhurt. Hence, alleging the deficiency in service and unfair trade practices. The Complainant filed a complaint before the District Forum with a prayer that OPs be directed to refund complete amount paid, and also compensation for mental agony and cost.</p>	<p>Mr. Syed Hasan Bukhari &amp; Anr. (complainant) Versus Fiat India Pvt. Ltd. (respondent)</p> <p>Mr. Syed Hasan Bukhari &amp; Anr. (appellant) Versus Fiat India Pvt. Ltd. (respondent)</p> <p>Fiat India Pvt. Ltd. Versus Mr. Syed Hasan Bukhari &amp; Anr.</p>	<p>District Forum</p> <p>SCDRC, DELHI</p> <p>NCDRC</p>	<p>Complainant case no. 299/2006</p> <p>First appeal no.615/2010</p> <p>Revision petition no. 1235/2014</p>	<p>21/06/2010</p> <p>27/11/2013</p> <p>10/10/2014</p>	<p>The District Forum allowed the complaint and passed an order dated 21.06.2010 awarding an amount of Rs.40,000/- to the Respondent No. 1 as compensation on account of harassment and mental agony and cost of litigation.</p> <p>The State Commission allowed the Appeal and modified the order of the District Forum and passed an Impugned Order which enhanced the amount awarded by the District Forum to Rs.80,000/-and further directed the Petitioner to pay a sum of Rs.3,60,000/- as price of the car and cost of Rs.10,000/- to the Respondent No.-1.</p> <p>On the basis of the entirety of facts, evidence on record and the agreement clause 1.4 as stated supra, the petitioner-manufacturer is not liable to pay compensation. Accordingly, NCDRC set aside the order passed by the State Commission and directed the dealer, the OP-2 shall repair the vehicle and make it roadworthy within 30 days from the receipt of the order and would issue fresh warranty for 6 months. It is</p>

	<p>Aggrieved by the order of the District Forum the Complainant preferred an First Appeal before the State Commission and prayed for enhancing the quantum of compensation.</p> <p>I have heard the learned Counsel for both the parties. The counsel Petitioner vehemently argued that, the Appeal filed by the Complainant before the State Commission was time barred, the Complainant had already received award amount of Rs.60,000/- from the OP. I have perused the copy of the receipt issued by the Complainant in favor of OP. The car was already run for 3 years, about 47781 kms, and thereafter the consumer complaint was filed by the Complainant for alleged manufacturing defect of mileage. Hence, there were no manufacturing defects and any deficiency in service on the part of the OP.</p>					<p><b>also borne in mind that, the complainant visited several times to OP-2 who suffered loss and mental agony, for which Rs.1,00,000/- to be awarded as just and proper compensation. The order shall be complied within 60 days from the date of receipt of the order otherwise it will carry interest @ 9% till its realization. No order as to costs.</b></p>
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