

STATE CONSUMER DISPUTES REDRESSAL COMMISSION
UTTAR PRADESH LUCKNOW

APPEAL NO. 1647 OF 2007

(against the judgment and order dated 03.05.2007 in Complaint case no. 740/2003 passed by the District Consumer Forum, Meerut)

Tata Motors Limited

Appellant

Versus

Sardar Ranjeet Singh and another

Respondents

APPEAL NO. 1985 OF 2007

(against the judgment and order dated 03.05.2007 in Complaint case no. 740/2003 passed by the District Consumer Forum, Meerut)

Shree Vasu Automobiles Limited

Appellant

Versus

Sardar Ranjeet Singh and another

Respondents

BEFORE

HON'BLE MR. JUSTICE BHANWAR SINGH, PRESIDENT
HON'BLE MR. RAM PAL SINGH, MEMBER

For the Appellant : Sri Rajesh Chadha, Advocate
For the respondent no.1 : Sri H.S.Nanda, Advocate

DATED: 03.02.2010.

JUDGMENT

MR.JUSTICE BHANWAR SINGH, PRESIDENT (ORAL)

Heard Sri Rajesh Chadha, learned counsel for the appellant in both the appeals and Sri H.S.Nanda learned counsel for the respondent no.1 Sardar Ranjeet Singh.

Both the appeals have arisen against one and the same judgment of the District Consumer Forum, Meerut. While appeal no. 1647/2007 has been preferred by the manufacturer of the Indigo car in question namely the Tata Motors Limited, the other appeal was brought in by the dealer M/s Shree Vasu Automobiles Limited, Meerut.

The crucial question which arises for our determination is as to

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whether the Indigo car bearing no. 5164 purchased by Sardar Ranjeet Singh from the aforesaid dealer had a manufacturing defect in so far as the paint on its roof was concerned or the cracks which had appeared on the roof in the mid pillar (inner side of the car) were the result of an accident.

There is no dispute that the aforesaid Indigo car had been manufactured by M/s Tata Motors Limited and sold to the complainant through their dealer M/s Shree Vasu Automobiles Limited, Meerut. Also it is conceded to that the car had been purchased on 19.02.2003 for a sum of Rs.5,19,564/-. The complaint was filed in the year 2003 itself with the allegations that the original paint of the car had developed cracks at many places. The complainant alleged in his complaint that at the time of its purchase no defects in the paint had been noticed but subsequently the complaint about the cracks on the roof were brought to the notice of the dealer in June 2003 when the vehicle had been entrusted to them for routine service on 09.06.2003. The job card of the said date appears to indicate that cracks were reported to. However, subsequent job cards do not seem to have any such complaint. The job card of 14.07.2003 in particular may be referred to and as is evident it bears no complaint about the paint. The complainant relied upon a certificate issued by M/s Green Motors on June 07, 2003. A perusal of this certificate appears to indicate that the roof paint of the car was not the original company paint. This certificate is the basis of the complainant's claim and a reference has also been made to the job card dated 03.07.2003 in which it is recited that the said bill does not comprise accidental repairs. This endorsement regarding non payment of the accident related repairs or, say exemption from repairing charges, does not have any reference to the subject of paint.

Learned counsel for the respondent/complainant has also placed before us three photographs bearing very very insignificant dots of paint. However, cracks are not visible at all. The photographs of the mid pillar between the two doors (inside) has some abnormal layer but certainly it is not a crack. What important to note is that the certificate of M/s Green Motors does not have any reference to any crack in the paint. It simply says

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that the car is repainted and the paint is not the company's original paint. The certificate is very short and does not elaborate the reason for the conclusion drawn by M/s Green Motors. There is no laboratory test which might corroborate the certificate of the said workshop. Also there is no other reason to support the said certificate. On the other hand the manufacturing company has filed before us a certificate of insurance of the Indigo car of Sardar Ranjeet Singh. It refers to the year of 2003 as the manufacturing year of the car. There are other job cards also on record which have been filed by the dealer of the manufacturing company and all of them appear to indicate that the delivery of the car every time the car came to their garage had been effected only after satisfactory service of the routine jobs. It is also noticeable that the cracks which were said to have developed in the job card of June 2003 did not appear again when the car had been sent to the aforesaid garage in July 2003 or subsequent thereto.

The complainant had the onus of proof upon him to lead credible evidence in support of his complaint but neither there is any convincing proof of what he has stated about the paint nor a presumption can be drawn that the cracks reported in June 2003 were the result of manufacturing defect. There may be various reasons for insignificant cracks which came to notice after four months the vehicle had been purchased but it is difficult in the absence of convincing proof that such cracks were either on account of the manufacturing defect or they were the result of some accident. Parking the car in the sun for long hours may also lead to small cracks in the paint. Be that as it may, the fact is that the complainant failed to establish his case that the original paint of the car had some manufacturing defect or that the dealer had repainted the car. In our considered opinion the Forum below has jumped to the conclusion of there being a manufacturing defect in the paint of the car and wrongly recorded its finding that the car needed replacement.

It is also noteworthy that except the alleged cracks in the paint there was no other defect. All other parts of the car including engine were reported to be in perfect order. And, leaving all reasons aside even if it is

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assumed for arguments sake that there were some insignificant cracks in the paint, this alone could never justify the decision of the District Consumer Forum for refund of the price of the Indigo car amounting to Rs.5,19,564/-. At the most the affected places could be required to be repainted at the cost of the manufacturer but since the plea of cracks has been found unbelievable, liability of the manufacturer or that of the dealer cannot be fastened even on that score.

In the result both the appeal succeeds and are hereby allowed. The impugned judgment is quashed and the complaint of the complainant is hereby dismissed.

The appellants shall get refund of the money they had deposited either with this commission or the District Consumer Forum alongwith accrued interest thereon. M/s Tata Motors Limited will get refund of Rs.25,000/- and the other appellant M/s Shree Vasu Automobiles Ltd will take back the amount of Rs.25,000/- deposited with this Commission as also another sum of Rs.25,000/- deposited with the concerned District Consumer Forum in compliance to our order of Sept.12, 2007. It is implied that the interest that might have accrued will be of the depositors.

The judgment shall be placed on the record of Appeal no.1647/2007 while its copy will be laid on the record of Appeal no. 1985/2007.


(JUSTICE BHANWAR SINGH)
PRESIDENT


03.02.10.
(RAM PAL SINGH)
MEMBER

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