**BEFORE THE HON’BLE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION AT MOGA**

**IN RE: COMPLAINT NO. \_/20**

**IN THE MATTER OF:**

Vikas Verma,

General Manager, aged 41 years,

S/o Varinder Kumar  
Ward No. 10, Majestic Road,

Shanti Nagar, Moga, Punjab ...Complainant(s)

Versus

1. Remira Motors Pvt. Ltd.,  
   Brar Complex, GT Road, Moga
2. Maruti Suzuki India Ltd.,  
   Nelson Mandela Road, Vasant Kunj, Delhi-110070 ...Opp.Party(s)

**COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019**

**RESPECTFULLY SHOWETH:**

1. That the Complainant herein, Mr. Vikas Verma, S/o Varinder Varma, aged about 41 years, is the General Manager of ABC, residing in Ward No. 10, Majestic Road, Shanti Nagar, Moga, Punjab. The 1st Opposite Party herein, M/S Remira Motors, a company registered under the Companies, is dealing with the sale of cars in Moga. The 2nd Opposite Party herein, M/s Maruti Suzuki India Ltd.,a company registered under the Companies Act, with its registered office on Nelson Mandela Road, Vasant Kunj, Delhi 110070, is engaged in the manufacture, sale and distribution of cars across India.
2. That the Complainant purchased a Maruti Brezza Semi-hybrid car from Remira Motors Pvt. Ltd., situated at Brar Complex, GT Road, Moga on 04.11.2022 for a consideration of 10,97,000 Rs. vide Invoice No. XXX. The said amount was paid by cheque.
3. That on 24.1.2023, the Complainant was driving the said car, bearing Vehicle No. PB-29-AF-3003, with his brother sitting beside him met with an accident. The accident happened at 7:30 when the Complainant was driving his car on the Ludhiana-Moga GT Road. The exact location is in front of the Toyota Agency situated on the said. The Complainant, due to a stray cow coming in the way, attempted to veer his car away from it. However, the consumer was unsuccessful in this regard, and the car rammed into a median, resulting in minor injuries such as cuts and bruises to the Complainant.
4. That soon after the Complainant rammed into the median, the airbags, which entail one for the driver and one for the front passenger, failed to deploy, resulting in minor injuries such as bruises and cuts to the Complainant and his brother. Due to the injuries, the Complainant and his brother got admitted at ABC Hospital and underwent treatment for which they incurred medical expenses to the tune of 45,000 Rs.
5. That after the accident, the Complainant took steps and informed the police, who made a Daily Diary Report Entry, numbered X. The police, upon investigating the matter, arrived at the conclusion that the accident was not caused due to the fault of the Complainant herein.
6. That on 26.1.2023, the Complainant approached the 1st Opposite Party and raised concerns about the airbags not being deployed. The Complainant requested the 1st Opposite Party to replace the car purchased by the Complainant with a new one or to refund the amount paid in consideration for the car. The 1st Respondent informed the Complainant that they will get in touch with the 2nd Respondent and take measures for the same.
7. That, since no steps were taken by the Opposite Parties for a considerable period of time by the OPs despite repeated requests, the Complainant sent a written request dated 12.4.2023, and yet, no steps have been taken by the OPs herein.
8. **CAUSE OF ACTION:** That the Opposite Parties' failure to replace the car or provide compensation for the injuries suffered by the Complainant and his brother constitutes a deficiency in goods and services. The same has also caused mental agony to the Complainant and his brother since their safety and lives were put under threat by the defective car.
9. **EVIDENCE:** That the Complainant attaches herewith the invoice for the purchase of the car, a copy of the Daily Diary Report Entry made by the police, hospital bills showing treatment to the tune of 45,000 Rs. and emails/messages exchanged with Remira Motors regarding the accident, and the request for a replacement.
10. **JURISDICTION:** The Hon’ble District Consumer Disputes Redressal Commission at Moga has pecuniary as well as territorial jurisdiction to conduct an inquiry and adjudicate the present dispute. Since the Complainant and one of the Opposite Parties (Remira Motors) are based in Moga, the Commission has territorial jurisdiction to deal with the matter. Further, the consideration is within the pecuniary limit established under the Consumer Protection Act, 2019.
11. **LIMITATION:** The cause of action arose on 24.01.2022 when the airbags of the car failed to get deployed and the same is within the two-year limitation period under Section 69 of the Consumer Protection Act, 2019. Further, the limitation period keeps getting renewed since the Opposite Parties persistently refuse the Complainant's request for a replacement/replacement, with each time a refusal is made, the cause of action getting renewed. Thus, the cause of action is within the two-year limitation period specified under Section 69 of the Consumer Protection Act, 2019.
12. **COURT FEE**: The Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.
13. **PRAYER:** The Complainant seeks the following reliefs from this Hon’ble Commission:
14. Direct the Opposite Parties jointly and severally to replace the defective car with a new one, or in the alternative;
15. Direct the Opposite Parties jointly and severally to reimburse the Complainant for the medical expenses incurred, which is to the tune of 45,0000 Rs; and to
16. Direct the Opposite Parties jointly and severally to pay compensation to the tune of 3,00,000 Rs. for mental agony; and to

D. Grant any other relief that the Hon’ble Commission deems fit.

PLACE: Moga, Punjab  
DATED: SIGNATURE OF THE COMPLAINANT

**VERIFICATION:-**

I, Vikas Verma, S/o Varinder Varma, residing in Ward No. 10, Majestic Road, Shanti Nagar, Moga, Punjab, do hereby solemnly affirm and declare that the facts stated above in paras 1 to 13 are true to the best of my knowl­edge and based on the records maintained by me, which I believe to be true.

Verified at, on this \_ day of \_\_\_

**ANNEXURE OF EVIDENCE**