**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**AT MAHABUBNAGAR**

**CONSUMER COMPLAINT NO. \_\_\_\_\_\_of 2023**

**IN THE MATTER OF:**

Sheik Jaffar

S/o Sattar Miya,

aged 35 years,

Occ: Business owner,

R/o H.No.3-60, Siddapur village,

Kothur Mandal, R.R. District – 509338.

...Complainant

Versus

1. Maruti Suzuki India Limited,

Rep. by its Executive Vice President (Service),

Palam Gurgaon Road,

Gurgaon - 122 015.

2. Sri Jayaram Motors Pvt. Ltd.,

Rep. by Authorized Signatory,

Plot Nos.C1 and C2,

Industrial Area, Mettugadda,

Mahabubnagar - 509001.

... Opposite Parties

COMPLAINT UNDER SECTION 35 OF THE CONSUMER PROTECTION ACT, 2019

MOST RESPECTFULLY SHOWETH:

1. The address of the Complainant for the purpose of service of summons, notice, etc is as shown in the cause title above and that of his counsel
2. The address of the Opponents for the very purpose is the same as shown in the cause title above.
3. Herein the above-named Complainant most respectfully submits as under,

1. The complainant is a resident of H.No.3-60, Siddapur village, Kothur Mandal, R.R. District – 509338 and is carrying on business for his livelihood.

2. The opposite party No.1 is the manufacturer of Maruti Suzuki cars having its registered office at Palam Gurgaon Road, Gurgaon - 122 015. The opposite party No.2 is the authorized dealer of the opposite party No.1 at Plot Nos. C1 and C2, Industrial Area, Mettugadda, Mahabubnagar - 509001.

3. The complainant purchased a new Swift VDI (Maruti Suzuki) car from the opposite party No.2 by paying a total consideration of Rs.7,25,000/- on 18.07.2018.

4. It is submitted that within a period of 13 months from the date of purchase, the car door was damaged due to rust. Despite approaching the opposite parties many times, they refused to repair or replace the same.

5. It is submitted that the manufacturer has the capability to use galvanized steel for the car body to prevent rusting. However, they do not use much galvanized steel for domestic sales probably to reduce costs. This results in supply of cars with reduced durability to customers.

6. It is submitted that galvanized steel car bodies have been shown to suffer minimal corrosion attack which protects the structural integrity and safety of the vehicle. The use of zinc coated steel also improves the resale value, lowers maintenance costs and saves consumers from expenses on after-market anti-corrosion treatments.

7. It is submitted that the opposite party No.1, in its owner's manual, claims that the vehicle is equipped with state-of-the-art technology and advises periodic servicing at its authorized workshops for best results. However, despite the complainant approaching the authorized workshops several times for replacement of the defective door, the opposite parties failed to repair or replace it thereby indulging in unfair trade practice. Therefore, the applicant had to spend 1,00,000 Rs. for the repair of the car door in August 2019.

8. It is submitted that the above acts of the opposite parties show deficiency in service on their part and amounts to unfair trade practice as defined under Section 2(47) of the Consumer Protection Act, 2019.

9. It is submitted that due to the callous attitude and deficiency in service on part of the opposite parties, the complainant suffered financial loss of Rs. 1,00,000/- towards repairs and has undergone mental agony and hardship.

10. It is submitted that the complaint is submitted within the limitation period of 2 years from the date of the cause of action i.e August 2019. Hence, the complainant should be admitted according to section 69 of the Consumer Protection Act, 2019.

11. It is submitted that the complainant has suffered loss and injury due to the negligent and deficient services of the opposite parties and is therefore entitled to damages.

**CAUSE OF ACTION:**

The cause of action arose in August 2019 when within 13 months from purchase of the car on 18.07.2018, the car door got damaged due to rust. Despite multiple complaints, the opposite parties failed to repair/replace the defective door thereby causing financial loss, mental agony and hardship to the complainant. The cause of action is still subsisting.

**EVIDENCE**:

List of documents:

1. Copy of invoice dated 18.07.2018 for purchase of Swift VDI car

2. Copies of service records/job cards evidencing visits to authorized workshops

3. Photographs of the car showing rusting/damage to the door

**JURISDICTION**: The consideration involved in the present matter is less than Rs. 50 lakhs and the complainant resides within the territorial limits of this Hon’ble Commission. Hence this Hon’ble Commission has jurisdiction to try and entertain this complaint.

**COURT FEE:** That the Complainant is complying with the Court Fees Mandated under Rule 7 of the Consumer Protection (Consumer Dispute Redressal Commission) Rules, 2020.

**PRAYER:**

In view of the facts and circumstances stated above, it is therefore, prayed that this Hon'ble Commission may be pleased to:

a) Direct the opposite parties t for the replacement of the damaged car door; and the cost of 1,00,000 spent on the repair of the car door.

b) Direct the opposite parties to jointly and severally pay a sum of Rs. 9,15,000/- as compensation for deficiency in service and for causing mental agony and hardship;

c) Direct the opposite parties to jointly and severally pay Rs. 50,000/- as costs of this complaint;

d) Pass any other order/s that this Hon'ble Commission may deem fit and proper in the interest of justice.

Place: Mahabubnagar

Date: (Signature)

Complainant

Verification:

Verified that the contents of the above complaint are true and correct to the best of my knowledge and belief and nothing material has been concealed therefrom.

Place: Mahabubnagar

Date: (Signature)

Complainant