**BEFORE THE HON’BLE NATIONAL/ STATE/ DISTRICT CONSUMER**

**DISPUTES REDRESSAL COMMISSION AT KOTTAYAM**

**IN RE: COMPLAINT No..................of 20.....**

**IN THE MATTER OF:**

Rajeena Nazar,

W/o T.M.Abdul Nazar

Thazhathedathu House,

Pathanadu, Kangazha Village

Changanassery Taluk-686 541. ………. Complainant

Vs

Tata Motors Passenger Vehicles Ltd,

4 th floor Ahura Centre

82 Mahakali Caves Road,

MIDC Andheri East,

Mumbai-400093 ……….Opposite Party

**COMPLAINT UNDER SECTION 35 of CONSUMER PROTECTION ACT**

**RESPECTFULLY SHOWETH:**

1. The complainant is Mrs. Rajeena Nazar, residing at Thazhathedathu House, Pathanadu, Kangazha Village Changanassery Taluk-686 541.
2. The opposite party is Tata Motors Passenger Vehicles Ltd. It’s office is located on 4th floor in Ahura Centre at 82 Mahakali Caves Road, MIDC Andheri East, Mumbai-400093.
3. The complainant purchased a Tata Harrier vehicle bearing Registration No. KL.33H.2684 on 27.12.2019 from the 3rd opposite party for a total cost of Rs.17,70,847.
4. The vehicle came with a warranty of 2 years from the opposite parties. However, it started showing defects right from the initial dates, with the back door lock not working properly.
5. Despite the complainant's approach, the opposite party failed to rectify the issue and instead asked the complainant to lift the vehicle to their service center using a crane. The complainant had to get the issue fixed by a local mechanic.
6. Subsequently, there were problems with the brake light, which the 3rd opposite party also failed to fix, citing the lack of technicians due to the COVID-19 pandemic.
7. The accelerator of the vehicle got stuck, and the clutch got released abruptly, indicating mechanical issues with the clutch, brakes, and accelerator, including the accelerator pedal.
8. In the end of June 2020, the complainant dropped the vehicle at the opposite party's service center. After repair in mid-July 2020, the same complaints recurred, and the vehicle was again garaged at the 3rd opposite party's workshop.
9. The opposite party acted indifferently, and the complainant lodged a complaint with the Deputy General Manager of the Regional Customer Care.
10. After repeated inquiries, the opposite party informed that the high-pressure pump, cylinder head, and three injectors of the vehicle were damaged, and the replacement would cost around Rs.1,40,000/-.
11. The opposite party alleged that the complaint was due to the use of diesel with water content and dust in the vehicle, despite the complainant periodically servicing the vehicle at the opposite party's service center and regularly changing the diesel and oil filters.
12. On 30/09/2021, the vehicle was returned to the complainant after charging Rs.64,489/- for the repair works, which were carried out at a local workshop, as per the bill issued.
13. The opposite parties did not provide a spare vehicle despite the complainant's request, forcing the complainant to rent a vehicle for 45 days while the vehicle was garaged, incurring additional expenses.

**RECTIFICATION:**

1. The complainant had approached the opposite party to rectify the issue when it first occurred. However, the opposite party asked the complainant himself to lift the vehicle to their service center using a crane. The complainant had to get the issue fixed by a local mechanic.
2. The complainant lodged a complaint with the Deputy General Manager of Regional Customer Care. However, that didn’t help in resolving the issue.
3. The complainant also asked for a spare vehicle. However, that request was denied.

**CAUSE OF ACTION:** The cause of action arose on the date when the complainant started facing mechanical issues with his vehicle. The act of the opposite parties is unfair trade practice and deficiency in service.

**TERRITORIAL JURISDICTION:**  The complainant and the opposite party both reside within the jurisdiction of this Hon'ble Commission. Hence this Hon'ble Commission has jurisdiction to try and entertain this complaint.

**PECUNIARY JURISDICTION:** The total consideration amount paid in purchasing the hotel booking is less than Rs. 50 lakhs. Hence this hon'ble commission has jurisdiction to entertain this complaint.

**LIMITATION:** That the present complaint is being filed within the period prescribed under section 69 of the Act, 2019.

**COURT FEE:** Requisite Court fee as contemplated is paid on this Complaint.

**EVIDENCE:**

1. Receipt of the purchase of vehicle. (Ex.A.1)
2. Receipt of repairs. (Ex. A.2)
3. Photos of the issues faced in the vehicle. (Ex. A.3)
4. Copy of the warranty document. (Ex. A.4)
5. Copies of service records. (Ex.A. 5)
6. Copies of correspondence with the opposite party. (Ex. A.6)

**PRAYER:**

In light of the facts mentioned above, it is most respectfully prayed that this Hon'ble Commission may be pleased to:

a) Direct the opposite parties to refund the amount of Rs. 64,489/- (Rupees Sixty-Four Thousand Four Hundred and Eighty-Nine only) paid by the complainant towards repair charges.

b) Direct the opposite parties to pay a compensation of Rs. 1,00,000/- (Rupees One Lakh only) to the complainant for mental agony, hardship, and financial loss suffered.

c) Direct the opposite parties to pay a cost of Rs. 10,000/- (Rupees Ten Thousand only) towards litigation expenses.

d) Pass any other order(s) as this Hon'ble Commission may deem fit and proper in the circumstances of the case.

**VERIFICATION:**

I, Mrs.Rajeena Nazar, resident of Thazhathedathu House, Pathanadu, Kangazha Village Changanassery Taluk-686 541, hereby declare that I havenot misrepresented any facts nor have tried to hide any information in my above complaint. All the facts mentioned herein are true to the best of my knowledge.

**Name & signature of the complainant**