**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**

**NEW DELHI**

**COMPLAINT NO: 113 OF 2024**

**In the matter of:**

Gaurav Sharma

34 years of age, male

S/o Ram Sharma

R/o Vajiram IAS Building, Old Rajinder Nagar

Karol Bagh, Delhi-110005

....Complainant

**Versus**

Ramesh Chand

Proprietor, Ms. Torque Bikes

Through Authorized Signatory

T-2531, Faiz Road,

Karol Bagh, New Delhi – 110005

....Opposite Party

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

**MOST RESPECTFULLY SHOWETH:**

1. That the Complainant had purchased a Benelli TNT 25 bike vide invoice no. 432 dated 14.12.2017 for Rs. 2,23,923 from the Opposite Party dealer. That on December 14, 2017, the Complainant purchased a Benelli TNT 25 motorcycle from the Opposite Party, Ramesh Chand, vide invoice no. 432 for a total consideration of Rs. 2,23,923. A copy of the invoice is attached as **Annexure A.**

2. That shortly after purchase, the Complainant began experiencing severe defects in the motorcycle, specifically:

* Persistent clutch malfunctions
* Gearbox malfunctions
* Significant RPM (engine speed) fluctuations

That the Complainant brought the motorcycle to the Opposite Party's authorized service center on multiple occasions in an attempt to have these defects rectified. The dates of these service visits are as follows:

* 20 December 2017,
* 22 January 2018,
* 3 February 2019,
* 6 August 2019,
* 7 March 2020.

Despite repeated service visits, the Opposite Party has failed to adequately address or resolve the aforementioned defects in the motorcycle. Copies of relevant service records are attached as **Annexure B.**

That the Complainant has made attempts to contact the Opposite Party to express their dissatisfaction and seek a remedy, but to no avail.

**CAUSE OF ACTION:**

3. That this amounts to deficiency in service by the Opposite Party and contravenes the provisions of the Consumer Protection Act, 2019. That the Complainant believes the motorcycle sold by the Opposite Party was substantially defective at the time of purchase. These defects significantly hinder the safe and intended use of the motorcycle. That the Opposite Party has breached the implied warranty of merchantability, rendering the motorcycle unfit for its ordinary purpose. That the Opposite Party has been deficient in providing adequate service or repair to address the defects, despite multiple opportunities to do so. That as a result of the Opposite Party's actions, the Complainant has suffered financial loss, inconvenience, and mental distress.

4. On further enquiry, it was found that the bike model was manufactured in 2016 and not the latest model as falsely represented by the Opposite Party. This amounts to indulging in unfair trade practice.

**JURISDICTION:**

5. That this Hon’ble Commission has the territorial jurisdiction to entertain this complaint as the cause of action has arisen in Delhi and both parties are located in Delhi. The claimed refund The claimed compensation amount of Rs. 2,23,923 falls within the pecuniary jurisdiction of this Commission.

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

8. **COURT FEE**: As per Rule 7 of Consumer Protection (Consumer Dispute Redressal Commission) Rules 2020, the requisite court fee has been paid.

**PRAYER:**

In light of the facts and submissions made above, the Complainant prays that this Hon’ble Commission may graciously be pleased to:

a) Direct the Opposite Party to refund the amount paid along with adequate compensation for deficiency in service and unfair trade practice;

b) Pass any other relief that this Commission may deem fit in the facts and circumstances of the case.

**VERIFICATION:**

I, Gaurav Sharma, hereby verify that the contents of this complaint are true to my knowledge.

Date & Place:

Delhi (Gaurav Sharma)

Complainant

**Annexure of Evidence**

* Copy of invoice no. 323 dated 14.12.2017
* Job cards from the service center visits- 20 December, 22 January 2018, 3 February 2019, 6 August 2019, 7 March 2020.
* Email correspondence with the Ramesh Chand
* Evidence of Gearbox malfunctions