

**IN THE CONSUMER DISPUTES REDRESSAL COMMISSION,  
THRISSUR**

Present : Sri. C.T. Sabu, President  
Smt. Sreeja. S., Member  
Sri. Ram Mohan R., Member

27<sup>th</sup> day of October 2025  
CC 407/24 filed on 08/07/2024

- Complainant : Arjunan K.R., S/o. Raman, Kattilinnaran House,  
P.O Thampankadavu, Pin – 680 569,  
Thampankadavu Desom, Talikulam Village,  
Chavakad Taluk, Thrissur District.  
(By Advs. M.A Biju & Kalyani Balachandran.,  
Thrissur)
- Opposite Parties : 1. M/s OLA Electric Technologies Pvt. Ltd.,  
Represented by the Managing Director, 3<sup>rd</sup> Floor,  
#414, Regent Insignia, 100 Feet Road, Koramangala,  
Karnataka, Pin – 560 034.  
2. The Manager, OLA Experience Centre, Ground  
Floor, Vazhappully Trade Center, M.G Road,  
Thrissur, Pin – 680 004.  
(Ex-parte)

**FINAL ORDER**

**By Sri.Ram Mohan R, Member :**

1) Complaint in brief, as averred :

The complaint is filed under Section 35(1) of the Consumer Protection Act 2019. The complainant, statedly a collection agent of an establishment called KSFE, purchased an OLA S1 X Plus Scooter from the second opposite party dealer, making a down payment of Rs. 50,594/- (Rupees fifty thousand five hundred and ninety four only) on 31/12/2023. The balance amount of Rs. 56,406/- (Rupees fifty six thousand four hundred and six only) was raised by way of vehicle loan from a financier called TATA Capital Ltd., which was statedly being repaid through monthly instalments worth Rs. 5,486/- (Rupees

five thousand four hundred and eighty six only). The vehicle was delivered on 21/02/2024 and it bore registration number of KL 75 D 3728. The first opposite party is statedly the manufacturer of the scooter in question. The complainant claims to have purchased the scooter, placing great reliance on the opposite parties' assurances regarding its defect-free performance and 36 months warranty. The complainant alleges that the vehicle exhibited fault in its functioning so frequently that he was forced to hire autorikshaws for accomplishing his official duties. Though the vehicle was taken several times to the opposite parties' service centre at Peramangalam, the same was not given productively repaired. On 30/04/2024 and 22/06/2024, the vehicle broke down during riding, as well. The complainant alleges manufacturing defect of the vehicle and prays for an order directing the opposite parties to either replace the vehicle with a new one or to refund its purchase price, apart from other reliefs of compensation and costs.

## 2) NOTICE :

The Commission issued notice to both the opposite parties. Notice to the first opposite party is seen duly served on 10/09/2024, whereas that to the second opposite party is seen returned with postal endorsement 'refused' dated 06/09/2024. Both the opposite parties having not cared to file their written version in time, the Commission was constrained to proceed ex-parte against both the opposite parties.

## 3) Evidence:

The complainant produced documental evidence that had been marked Ext. A1 to Ext. A8, apart from affidavit and notes of argument. The report submitted by the Expert Commissioner appointed by the Commission at the instance of the complainant in (IA 945/24) is marked as Ext. C1. Proceedings against the opposite parties being ex-parte, no evidence adduced on their part.

#### 4) Deliberation of Facts and Evidence:

The Commission has very carefully examined the facts and evidence of the case. Ext. A1 S.P is a photo copy of the certificate of registration of vehicle No. KL 75 D 3728 issued in favour of the complainant by Registering Authority Thriprayar. Ext. A2 is the print out of the warranty condition under the name OLA WARRANTY. Ext. A3 is the print out of the communication trail between the opposite parties and the complainant. Ext. A4 is the print out of the payment slip in respect of Rs. 50,594/- (Rupees fifty thousand five hundred and ninety four only) dated 31/12/2023 in favour of the opposite parties. Ext. A5 is the print out of statement of account in respect of account no. 10532261179 in favour of the complainant for the period from 01/02/2024 to 29/06/2024. Ext. A6 is the print out of the tax invoice for a sum of Rs. 1,464/- (Rupees one thousand four hundred and sixty four only) issued by M/s. Tata Capital Limited, in favour of the complainant. Ext. A7 (S.P) comprises print out of the photographs of the vehicle in question. Ext. A8 is the print out of payment confirmation dated 31/12/2023 in respect of Rs. 50,594/- (Rupees fifty thousand five hundred and ninety four only) issued by the first opposite party in favour of the complainant. Ext. C1 is the report submitted by the Expert Commissioner appointed by the Commission at the instance of the complainant (IA 945/24).

#### 5) Points to be deliberated:

- (i) Whether the alleged manufacturing defect of the vehicle stands proved, also whether the complainant is entitled to receive either replacement of the vehicle or refund of its purchase price? If yes;
- (ii) Whether there is any deficiency in service or adoption of unfair trade practice on the part of the opposite parties? Also whether the complainant is entitled to receive any compensation from the part of the opposite parties? If so its quantum?
- (iii) Costs?

6) Point No.(i)

Ext. A2 document evidences that the vehicle is provided with a warranty for a period of 36 months from the date of delivery, for its battery, as well as for its components. Ext. A1 registration document reveals that the vehicle was registered as of 12/02/2024 only, which in turn unveils the fact that the vehicle in question is still covered under the assured warranty of 36 months. Ext. A3 print out unearths the fact that the vehicle was taken by the opposite parties for repair several times that too in a short span of its purchase. It is, therefore, a matter beyond doubt that the vehicle exhibited faulty functioning. The question that remains is whether the faulty functioning of vehicle is attributed to its manufacturing defect or not. A close reading of Ext. C1 report submitted by the Expert Commissioner would bare the following facts, amongst others.

- 1) The Human Machine Interface (HMI) of the scooter suffers innate defect, which is reported to be a manufacturing defect.
- 2) The vehicle was not worthy of functioning as on the date of the Expert's inspection; as of 4p.m on 01/01/2025.
- 3) The defect of the vehicle's HMI would render the vehicle unworthy of use.
- 4) The vehicle bears such provision that enables the opposite parties to distantly access the vehicle through internet, without the consent of the complainant (owner).
- 5) The digital instrument cluster display of the vehicle was not operational as of the date of its inspection by the Expert ie, as on 01/01/2025.
- 6) The HMI and the digital instrument cluster of the vehicle have to function jointly or hand in hand.

A comprehensive reading of Ext. C1 report would make it clear that the vehicle in question suffers manufacturing defect and also that the vehicle consequently turned unworthy of use in less than one year of its registration.

All considered, we are inclined to hold that the vehicle in question suffers manufacturing defect and hence the complainant is entitled to receive either replacement of the impugned vehicle with a new one or refund of its purchase price. Though the complainant baldly pleads that the purchase price of the vehicle is Rs. 1,07,000/- (Rupees one lakh and seven thousand only), hardly did he produce any document at all to prove the same, except that for the down payment of Rs. 50,594/- (Rupees fifty thousand five hundred and ninety four only) vide Ext. A4/A8 documents. Nor did he produce the purchase invoice, concerned, as well. Hence, we are left with the option to allow the complainant's claim for replacement of the impugned vehicle only. Therefore, we do so and direct the first opposite party manufacturer to do the replacement of the impugned vehicle with a new one of the same or equivalent model/class.

Point no. 1 is thus proved in the affirmative.

7) Point No. (ii) & (iii)

As elaborated in the forgoing paragraph, the vehicle in question suffers manufacturing defect. The manufacture and sale of a vehicle with an innate manufacturing defect, is certainly an unfair trade practice on the part of the opposite parties, which act of theirs at the same time constitutes deficiency in service on the part, as well. The first opposite party manufacturer has not cared to file their written version in time, despite their having received the Commission's notice to that effect. The first opposite party dealer also does have the bounden duty to liaison with the manufacturer and address to redress the grievances faced by the complainant consequent to their sale of a defective vehicle to him. The dealer cannot embrace the attitude that they are a mere point to collect money from the consumer, who can simply shirk of their responsibility to properly address the grievances of a consumer, at least by properly liaisoning the issue with the manufacturer, concerned. The dealers

shall necessarily have to abstain from bearing such attitude of treating consumer as a cash-cow. The second opposite party dealer, in the case at hand, has not even cared to receive the Commission's notice, but had refused to receive the same. The neglectful approach on the part of the second opposite party dealer is indicative of their disregard to the very process of law. The conscious failure of both the opposite parties to file their written version in time, is tantamount to admission of the allegations levelled against them by the complainant. The Hon'ble National Commission held the same view by its judgement *dttd. 09/10/2017 in RP 578/2017 [2017 (4) CPR 590]*.

All considered, we are of the contemplated view that there is deficiency in service as well as adoption of unfair trade practice on the part of both the opposite parties. The use of a defective and faulty vehicle that was purchased for a handsome sum, that too by raising money by way of loan from a financier, would impart inexplicable financial loss, agony and hardship on the complainant. Ext. A5 bank statement will go to prove that the complainant had been repaying the loan, as claimed. The opposite parties have necessarily to compensate the complainant. We are of the considered view that the complainant is entitled to receive a sum of Rs. 50,000/- (Rupees fifty thousand only) from the opposite parties towards compensation for the financial loss, agony and hardship inflicted on him and a sum of Rs. 10,000/- (Rupees ten thousand only) towards costs.

In the result, the complaint is allowed as follows:

- 1) The first opposite party is directed to replace the impugned vehicle with a new one of the same or equivalent model/class.
  
- 2) Further, the first and the second opposite parties are directed to jointly and severally pay the complainant:

a) a sum of Rs. 50,000/- (Rupees fifty thousand only) towards compensation for the financial loss, agony and hardship inflicted on him, and

b) a sum of Rs. 10,000/- (Rupees ten thousand only) towards costs,

both with 9% interest per annum from the date of filing of the complaint till the date of realisation.

The opposite parties, concerned, shall comply with the above directions within 45 days of receipt of a copy of this order.

Once all the above directions are complied with, in all respects by the opposite parties, concerned, the first opposite party is at liberty within 30 days thereafter to collect back the vehicle in question from the complainant under proper acknowledgment.

Dictated to the Confidential Assistant, transcribed by her, corrected by me and pronounced in the open Commission this the 27<sup>th</sup> day of October 2025.

Sd/-  
Sreeja S.  
Member

Sd/-  
Ram Mohan R  
Member

Sd/-  
C. T. Sabu  
President

#### Appendix

##### Complainant's Exhibits :

Ext. A1 S.P is a photo copy of the certificate of registration of vehicle No. KL 75 D 3728 issued in favour of the complainant by Registering Authority Thriprayar.

Ext. A2 is the print out of the warranty condition under the name OLA WARRANTY.

Ext. A3 is the print out of the communication trail between the opposite parties and the complainant.

Ext. A4 is the print out of the payment slip in respect of Rs. 50,594/- (Rupees

fifty thousand five hundred and ninety four only) dated 31/12/2023 in favour of the opposite parties.

Ext. A5 is the print out of statement of account in respect of account no. 10532261179 in favour of the complainant for the period from 01/02/2024 to 29/06/2024.

Ext. A6 is the print out of the tax invoice for a sum of Rs. 1,464/- (Rupees one thousand four hundred and sixty four only) issued by M/s. Tata Capital Limited, in favour of the complainant.

Ext. A7 (S.P) comprises print out of the photographs of the vehicle in question.

Ext. A8 is the print out of payment confirmation dated 31/12/2023 in respect of Rs. 50,594/- (Rupees fifty thousand five hundred and ninety four only) issued by the first opposite party in favour of the complainant.

Ext. C1 is the report submitted by the Expert Commissioner appointed by the Commission at the instance of the complainant (IA 945/24).

Opposite Party's Exhibits :

Nil

Id/-  
Ram Mohan R  
Member

//True copy//

Assistant Registrar

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