

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/326/2021

Mr. Ravinder Kumar Khanna

PRESENT ADDRESS - s/o Late Sh. Devi Dayal Khanna, r/o H.no. 127, Sector 11-A,
Chandigarh.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Regional Office (True Value), Maruti Suzuki, India

PRESENT ADDRESS - SCO NO. 39-40, Sector 8-C, Madhya Marg, Chandigarh-160008 through
its Authorized Signatory/General Manager.CHANDIGARH,CHANDIGARH.

M/s C.M. Auto Sales Pvt.

PRESENT ADDRESS - (True Value), Plot No. C-155, Phase VII, Industrial Area, Mohali-160055
through its Authorized Signatory/Managing Director.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 20/11/2025

ORDER

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-II, U.T. CHANDIGARH

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Consumer Complaint No : 326 of 2021

Date of Institution : 27.05.2021

Date of Decision : 20.11.2025

Mr.Ravinder Kumar Khanna, aged about 74 years, son of Late Sh.Devi Dayal
Khanna, resident of House No.127, Sector 11-A, Chandigarh.

Versus

1. Regional Office (True Value), Maruti Suzuki India, SCO No.39-40, Sector 8-C, Madhya Marg, Chandigarh-160008 through its Authorized Signatory/General Manager.

Email ID:- contact@maruti.co.in
Kapil.singhsaini@maruti.co.in

2. M/s C.M.Auto Sales Private Limited (True Value), Plot No.C-155, Phase VII, Industrial Area, Mohali-160055 through its Authorized Signatory/Managing Director.

Email ID:- truevalue.cmchd@cmautosales.net
rajesh@cmindia.net

... .. Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by: Ms.Arundhati, Advocate Proxy for Sh.Shobit Phutela, Counsel for Complainant.

Sh.Saurav Saini, Advocate Proxy for Sh.Salil Sabhlok, Counsel for OP No.1.

Sh.Aman Sharma, Advocate Proxy for Sh.Amit Bhanot, Counsel for OP No.2 (on VC).

ORDER BY AMRINDER SINGH SIDHU, M.A.(Eng.),LLM,PRESIDENT

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1] The complainant has filed the present complaint pleading that he

purchased an Alto K-10 vehicle on 20.12.2015 against an exchange of Maruti 800 vehicle bearing registration No.CH-01-A-5553 from M/s Maruti Suzuki Limited (True Value). The transaction was executed through their dealer OP No.1 M/s CM Auto Sales Private Limited. Copy of the screen shot obtained from the office of OP highlighting the transaction details has been annexed with the complaint as Exhibit C-4.

It is pleaded that the complainant was stunned to receive a bailable warrant of Rs.5000/- issued by the Learned Chief Judicial Magistrate, Kinnaur at Reckongpeo, Himachal Pradesh for an offence under Section 179 of the Motor Vehicles Act under a covering letter from the office of SP, District Kinnaur at Reckongpeo Himachal Pradesh to the Sub Divisional Police Officer, Police Station 17, Chandigarh. Copy of the offence report dated 20.03.2019 and bailable warrant dated 21.01.2021 alongwith covering letter have been annexed with the complaint as Exhibit C-5 & C-6 respectively. The complainant, who was already suffering from acute Parkinson's disease and their family were shocked and panicked as they were not much conversant with the legal implications of the bailable warrant. The wife of the complainant immediately gave a mobile call to her brother Col.Kuldip Mehta (Retd.) who is working as a Pilot with a Private Company at Ahmedabad. He immediately booked a flight from Ahmedabad to Chandigarh to help out his ailing brother in law (complainant). On 22.01.2021, Col.Kuldip Mehta (Retd.) visited CM Auto Sales to enquire about the vehicle in question which was given in exchange during purchase of Alto K-10 Car and he was able to obtain certain details (Ex.C-4) qua the vehicle in

question. He approached CM Auto Sales, Mohali and followed it with a mail dated 24.01.2021 (Annexure C-8) pointed out that the vehicle in question had been further sold on 26.12.2015 to its new owner but the registration of the vehicle continues in the name of the complainant and requested to take necessary action to rectify the anomaly. Thereafter Col.Kuldip Mehta (Retd.) again kept in touch with CM Auto Sales through telephonic calls and emails dated 25.01.2021 and 28.01.2021 (Exhibit C-9 & 10) but to no avail. He also sent an e-mail dated 01.02.2021 (Exhibit C-11) but no information was provided to him. With great efforts, he was able to speak to Mr.Nitin Sharma, Head of True Value, Maruti Limited who assured that he will resolve the issue at the earliest. As such Col.Kuldip Mehta (Retd.) sent an e-mail dated 04.02.2021 (Exhibit C-12) to acknowledge the assurance given by him. Thereafter Col.Kuldip Mehta (Retd.) again wrote e-mail dated 09.02.2021 (Exhibit C-13) to the concerned e-mail IDs of the OP and requested them to provide the necessary information. He again wrote a mail dated 15.02.2021 (Exhibit C-14) to Nitin Sharma with a copy of the same to other e-mail IDs of the OPs. Finally he received a text message on 16.02.2021 from the office of the OPs that they have searched out address of the buyer. In reference to the same, Col.Kuldip Mehta (Retd.) wrote a letter dated 17.02.2021 (Exhibit C-15) to the OPs and requested them to complete the details prior to 19.02.2021. When he visited the Regional Office of Maruti at Chandigarh on 17.02.2021, the executive of the OPs informed him that they have tried to contact the new owner of the vehicle in question but he is not available and they are trying to locate him. Subsequently Col.Kuldip Mehta (Retd.) received an e-mail dated 18.02.2021 (Exhibit C-16) from the office of the OPs reiterating the aforementioned information.

It is pleaded that in order to sort out the problem in hand regarding the aforesaid mentioned offence under Motor Vehicles Act, the complainant engaged Sh.Kulbhusan Negi, Advocate, and the said counsel got the aforementioned offence compounded by payment of fine of Rs.500/- on 18.02.2021 (Receipt Exhibit C-17). In response to e-mail dated 18.02.2021, Col. Kuldip Mehta (Retd.) wrote e-mail dated 19.02.2021 (Exhibit C-18) and 20.02.2021 (Exhibit C-19) to the OPs to enquire as to whether the vehicle in question has been actually transferred in the name of the new owner. Thereafter the complainant made a representation dated 22.02.2021 (Exhibit C-20) through his son Vishal Khanna to the SSP, Sector 9, Chandigarh as well as Registering and Licensing Authority, Sector 17, Chandigarh qua non transfer of the said vehicle in question by the OPs even though the same had been sold through the OPs on 26.12.2015. It is pleaded that aggrieved against no acknowledgement from the side of OPs, Col.Kuldip Mehta (Retd.) again wrote a detailed e-mail dated 23.02.2021 (Exhibit C-21) to the OPs tried to demonstrate various deficiencies in service on the part of OPs. Thereafter he also sent an e-mail on 26.02.2021 (Exhibit C-22) with the request for redressal of his grievance. On 11.03.2021, Col.Kuldip Mehta (Retd.) received an e-mail dated 11.03.2021 (Exhibit C-23) from the OPs that the buyer of the vehicle in question has been traced and he had scrapped the car some years back. The e-mail further stated that the buyer had given the confirmation regarding the same in writing and he has also assured to provide an affidavit regarding the same in few days. In response to the said e-mail dated 11.03.2021, Col.Kuldip Mehta (Retd.) wrote an e-mail dated 25.03.2021 (Exhibit C-24) and highlighted various lapses on the part of the

OPs while dealing with the said issue and showed distress that the issue still remains unresolved. He pointed out that the e-mail dated 11.03.2021 is nothing more than an attempt to eye wash the cause, as the car in question was told to have been scrapped few years back but the same had a brush with law as late as in March 2019. It is pleaded that due to lackadaisical approach of the OPs, the complainant had to face a bailable warrant from the Court of Law, without any fault on his part that too at a stage of his life when he is already facing medical issues. The complainant requested the OPs time & again to resolve the matter but the OPs have not paid any heed to the same. Alleging the aforesaid act of OPs amounts to deficiency in service and unfair trade practice on their part. Hence, the present consumer complaint has been filed by the complainant with a prayer to direct the OPs to get the vehicle in question i.e. Maruti 800 bearing registration No.CH-01-A-5553 transferred from the name of the complainant and be registered in the name of the subsequent buyer; compensation for mental agony & harassment and cost of litigation expenses.

2] After the service of notice upon the OPs, the OPs appeared before this Commission through their respective counsels and filed their written version to the complaint. The OP No.1 its written version has stated that the complainant entered into a transaction of exchange of his old vehicle with a new vehicle with OP No.2 and the OP No.1 was not privy to the said transaction. The complainant has not paid any alleged amount to the OP No.1, hence, the complainant is not a Consumer of OP No.1 as far as the alleged transaction for sale/exchange and transfer of ownership is

concerned. The alleged dispute of transfer of exchanged vehicle and registration certificate is between the complainant and OP No.2 to which the OP No.1 is not privy. The communication was taking place between the complainant & OP No.2 and OP No.1 had no role to play in the said dispute. There was no reason for the complainant to communicate with OP No.1 and no assurance was provided to the complainant by OP No.1. OP No.1 is not responsible for any act of omission or commission committed on the part of OP No.2. It is stated that there is no deficiency in service or unfair trade practice on the part of OP No.1. The complaint is therefore, not maintainable against OP No.1 and is liable to be dismissed.

3] OP No.2 in its written version has stated that OP No.2 is merely a dealer and through their true value unit they sell the old used cars. It is stated that the vehicle in question was sold to one Sh.Akashdeep Singh son of Gurmeet Singh, resident of H.No.558/3, New Darshani Bagh, Manimajra, Chandigarh. The OP No.2 handed over the vehicle in question with all the requisite documents to the said Sh.Akashdeep Singh. When the subsequent buyer Sh.Akashdeep Singh did not transfer the ownership to his name, he was sent a legal notice by OP No.2. OP No.2 had been regularly trying to get the vehicle transferred from the previous owner to the subsequent purchaser. The complainant was informed about the same by the officials of OP No.2 over the call and through personal visits. The complainant was well aware of the fact that the subsequent purchaser was requested number of times by OP No.2 to transfer the vehicle in his name. OP No.2 as a dealer and as per the practice has handed over the entire set of file/documents to Sh.Akashdeep

Singh-subsequent purchaser of the vehicle in question but whatever delay is there it was at the end of the subsequent purchaser. The complainant was well aware that the subsequent purchaser did not pay any heed to the requests made by the OP No.2 and he is the only person who should be held responsible for the delay in getting the transfer of the vehicle in his name. It is further stated that OP No.2 after much effort and persuasion found the subsequent purchaser of the vehicle who then informed the OP No.2 that the vehicle in question has already been scrapped. The delay and negligence, if any is at the end of subsequent purchaser Sh.Akashdeep Singh. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OP No.2 has prayed for dismissal of the complaint.

4] Complainant did not file replication to the written versions of OPs.

5] Complainant and OP No.2 led evidence by way of affidavits in support of their contention whereas OP No.1 did not file evidence by way of affidavit

6] We have heard the learned counsels for the parties and gone through the entire documents on record.

7] Admittedly, the vehicle in question i.e. Maruti 800 Car bearing Registration No.CH-01-A-5553 was handed over by the complainant to OP No.2 on 20.12.2015 when he purchased an Alto K-10 Car in exchange of the vehicle in question. The vehicle in question was further sold by OP No.2 to one Sh.Akashdeep Singh son of Gurmeet Singh, resident of H.No.558/3, Near Darshani Bagh, Manimajra, Chandigarh on 26.12.2015 but till date the same is lying in the name of complainant and has not been transferred in the name

of said buyer.

8] The case of the complainant is that three years later, he received a bailable warrant from a Court of law for an offence under Section 179 of the Motor Vehicles Act in relation to the vehicle in question (CH-01-A-5553) despite its sale by the OP No.2 which shows that the OP No.2 had failed to transfer the ownership of vehicle in question to its new owner after the exchange.

9] On the other hand, the defence of OP No.2 is that the vehicle in question was sold to one Sh.Akashdeep Singh son of Sh.Gurmeet Singh, resident of H.No.558/3, New Darshani Bagh, Manimajra, Chandigarh and they handed over the vehicle in question with all the requisite documents to Sh.Akashdeep Singh and he was requested to transfer the vehicle in his name. It is further defence of OP No.2 that when subsequent purchaser Sh.Akashdeep Singh did not transfer the ownership of vehicle in his name, he was sent a legal notice and the complainant was also informed about the same.

10] However, we do not find any merit in the defence of OP No.2 as once the complainant, at the time of purchase of the new car, had entrusted the vehicle in question to OP No.2, it was thereafter the sole responsibility of the OP No.2 to sell the same to anybody and get the vehicle transferred from the name of previous owner to the subsequent purchaser.

11] Perusal of Exhibit C-5 (offence report dated 20.03.2019) clearly indicates that the vehicle in question was challaned in the month of March 2019 (i.e. much after its handing over to OP No.2 on 20.12.2015) and in the challan the name of the owner of the vehicle in question has been reflected as Ravinder Khanna i.e. the complainant making it clear that the vehicle in question was being driven on the road after purchase of the same by OP No.2 on 20.12.2015, without getting the same transferred either its own name or in the name of subsequent purchaser to whom the OP No.2 sold the vehicle. Hence, it is safe to hold that there is deficiency in service on the part of OP No.2.

12] No doubt the OP No.2 has contended that legal notice was sent by it to the subsequent purchaser i.e. Sh.Akashdep Singh for transfer of the vehicle in his name. However, surprisingly neither the date of alleged notice has been mentioned nor its copy has been placed on record. Not only this, OP No.2 has also not placed on record any documentary evidence to prove that it ever requested Sh.Akashdeep Singh for transfer of ownership of the vehicle in his name. Therefore, in the absence of any cogent documentary evidence, the bald averments made by the OP No.2 in its written version cannot be believed and it is safe to hold that the failure of OP No.2 to get the vehicle transferred in the name of subsequent purchaser certainly amounts to deficiency in service on the part of OP No.2 especially when it is an own admitted case of OP No.2 that through their True Value Unit they **sell the old used cars** . OP No.2 cannot escape from its liability/ responsibility merely by putting the entire blame regarding transfer of ownership of the vehicle in

question on the shoulders of the complainant or the subsequent purchaser.

13] The OP No.2 has asserted in its written version that the subsequent purchaser of the vehicle in question informed them that the vehicle in question has already been scrapped. The complainant has also placed on record e-mail dated 11.03.2021 (Exhibit C-23) received from OP No.2 that the buyer had scrapped the car and he has given confirmation over same in written and OP No.2 will share affidavit as soon as they receive the same from the buyer. Since the vehicle in question already stands scrapped, no relief qua transfer of its ownership can be granted by this Commission.

14] So far as the deficiency in the service on the part of OP No.1 is concerned, there is no privity of contract between the complainant & OP No.1 and the OP No.1 has no role in the entire dispute. Hence, the complaint qua OP No.1 stands dismissed.

15] In view of the above discussion, the present consumer complaint succeeds, the same is accordingly partly allowed and the OP No.2 is directed to pay Rs.25,000/- to the complainant as compensation for the harassment caused as well as litigation expenses within 45 days from the date of receipt of certified copy of this order.

16] The pending application(s) if any, stands disposed of accordingly.

The Office is directed to send certified copy of this order to the parties, free of cost, as per Rules under The Consumer Protection Rules, 2020. After

compliance file be consigned to record room.

Announced

20.11.2025

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

.....

AMRINDER SINGH SIDHU

PRESIDENT

.....

BRIJ MOHAN SHARMA

MEMBER