

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/364/2021

Rajeev Goyal
PRESENT ADDRESS - Proprietor RLCR Super Market Sector 7, Char

.....Complainant(s)

Versus

The Managing Director/Chairman, Mercedes-Benz India Pvt. Ltd.
PRESENT ADDRESS - E-3, MIDC, Chakan. Phase III, Chakan Industr
M/s Joshi AutoZone Pvt. Ltd.
PRESENT ADDRESS - Plot No. 84-85, Industrial Area, Phase 2, Chan

.....Opposite Party(s)

BEFORE:

AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER

FOR THE COMPLAINANT:

FOR THE OPPOSITE PARTY:

DATED: 03/02/2026

ORDER

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

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Consumer Complaint No	:	364 of 2021
Date of Institution	:	11.06.2021
Date of Decision	:	03.02.2026

Mr.Rajeev Goyal, Proprietor RCLR Super Market, Sector 7, Chandigarh.

... .. Complainant

Versus

1. The Managing Director/Chairman, Mercedes Benz India Private Limited, E-3,
MIDC, Chakan, Phase-III, Chakan Industrial Area, Kuruli & Nighoje, Pune-

410501.

2. M/s Joshi AutoZone Pvt. Ltd. Plot No.84-85, Industrial Area, Phase 2, Chandigarh.

... .. Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by: Sh.Pranjal P. Chaudhary, Advocate for Complainant (on VC).

Sh.Gursher Singh Bhandal, Advocate for OP No.1.

Sh.Rajesh Verma, Advocate for OP No.2 (on VC).

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

1] The complainant has filed the present consumer complaint pleading that the complainant purchased a Mercedes E-220 d Expression bearing Registration No.CH01 BX 7362 from OP No.2 M/s Joshi AutoZone Pvt. Ltd. on 13.06.2019 in the name of Rajeev Goyal, Proprietor, RLCR Super Market. Since its purchase, the vehicle has been driven for approximately 14000 kms only. Despite such limited usage, the complainant has been facing recurrent mechanical/technical defects in the car, compelling him to make repeated visits to the service centre of OP No.2.

It is pleaded that since May 2020, several defects started appearing in the car. Initially, a defect arose in the soft close motor of the front left door, which was repaired after the complainant visited the service centre. Within a few days of the said repair, another defect emerged in the window mechanism of the same front left door, wherein the window failed to open and close due to a faulty motor. The car was again taken to the service centre and the defect was shown as repaired. On the very same day, the window mechanism again stopped functioning. Upon another

visit, the complainant was informed that the motor of the window has stopped working and required replacement. The part was ordered and subsequently replaced by OP No.2. During this period, the soft close door defect re-appeared in the same front left door. Despite negligible usage of the car during the COVID-19 pandemic, these mechanical failures continued to recur, which clearly cannot be attributed to the complainant's usage and instead indicate inherent manufacturing defects.

It is pleaded that another defect developed in the sunroof mechanism. Instead of providing a proper explanation or permanent solution, the employees of OP No.2 insisted that the complainant should get the warranty of the car extended, despite the fact that more than one year of the original warranty was still remaining. On 04.03.2021, the soft close door feature of the front left door again failed and yet again the focus of OP No.2 remained on persuading the complainant to get the warranty extended rather than identifying the cause of the persistent defects. Within a short span of purchase, some parts of the car i.e. Gear Motor, Door Lock, CU Compl Switch, Electrical Clos were found defective and replaced under warranty. Receipts of such repair and replacement have been annexed with the complaint as Annexure C-1. Since all defects repeatedly occurred in the same front left door, it suggests that a damaged/accidental car was sold to the complainant. An email dated 08.04.2021 was sent to the OPs apprising them of the problems faced by the complainant. However, no written response or corrective action was taken. A copy of the email has been annexed with the complaint as Annexure C-2.

It is pleaded that on 10.05.2021, when the complainant switched on the car, it was showing the sign of some trouble with the battery of the car. The OP No.2 service centre attributed this to non-usage, ignoring the fact that the car was used periodically from the residence of complainant to the store, as the complainant owns a grocery store. Despite repeated

personal visits, telephonic calls and written communication, no proper response was given by the OPs to redress the grievance of the complainant. 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 replace the car with a new and defect free one Or in the alternate to extend the warranty of the car for minimum of 5 years so as to safeguard the complainant from financial loss; compensation for harassment and cost of litigation expenses.

2] OP No.1 its written version has stated that OP No.1 and its authorized dealer are two separate legal entities. OP No.1 being a manufacturer does not have the knowledge of the customers to whom the vehicles were sold by the authorized dealer, as the OP No.1 being a manufacturer is in a principal-to-principal relationship with its authorized dealer and thus, OP No.1 does not undertake sales and after sales services of the vehicles manufactured by it. Hence, OP No.1 cannot be held liable for misrepresentation, unfair practice (if any) undertaken by its dealer.

It is stated that as per the information received from the authorized dealer, whenever the complainant has raised issues regarding the concerned vehicle with the dealer, the same had duly addressed the raised issues under warranty for free of cost. The complainant has never raised any issues regarding the sunroof or any concern related to the battery ever reported to the dealer. It is further stated that the concerned vehicle has already covered 15337 kms as on 16.06.2021 (inclusive of lockdown period) which evidently proves that the vehicle is not only in a running condition but is also being regularly used. The defects alleged to have arisen qua the vehicle in question were operational in nature arising due to wear and tear of the products. None of the defects were manufacturing

defects and therefore no liability of the same can be assigned upon OP No.1. Further, the complainant has alleged the defects in the vehicle without bring on record any proof or expert evidence. E-mail dated 08.04.2021 was duly replied by OP No.1 vide e-mail dated 12.04.2021 (Annexure OP-1/3). Lastly the OP No.1 has prayed for dismissal of the complaint being not maintainable qua it.

3] OP No.2 in its written version has stated that vehicle of the complainant was reported for first free inspection on 09.09.2019 at 3634 kms. The vehicle again reported on 05.06.2020 at 10515 kms for first service and front left hand side door glass problem was noted down by the complainant. OP No.2 performed the service and the problem of door glass motor was redressed and was working fine and was shown to the complainant. The vehicle again reported for front LHS door window glass not operating from any switches as per the problem noted down and front LHS door soft closure not working on 24.08.2021 at 11083 kms. The diagnose was done. The parts were ordered for door soft lock motor and its lock. The vehicle was again reported on 08.09.2020 at 11204 kms. and the ordered parts were replaced. The vehicle reported on 04.03.2021 for front left door soft lock not working and stereo touch pad crack at 14323 kms. Diagnose was done and parts were ordered and the vehicle reported on 05.04.2021 again and ordered parts were replaced (door lock and stereo touch pad). The vehicle again reported on 16.06.2021 at 15337 kms. for routine service. The gear motor (door window motor), door lock, CU compl switch, electrical clos were replaced only one time under the conditions of warranty. It is incorrect that the problems are recurring. The complainant has made false averment regarding sunroof operation. There was no concern of battery ever reported to OP No.2 as per the vehicle history. All the problems faced by the complainant occurring due to the normal running of the car, which have been fully redressed under the conditions

of warranty. It is stated that the vehicle was attended to under the conditions of warranty, wherever applicable and the complainant was satisfied with the performance of the car and services rendered by the OP No.2. The car of the complainant is a perfect merchantable automobile and is defect free without any problem.

It is stated that the complainant has failed to get the car inspected from independent institute/laboratory/mechanical institute/engineering institute to ascertain the truth of his allegations. 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] Replication to the written version of OP No.1 has been filed by the complainant controverting the assertions of OP No.1 as made in its written version. Complainant did not file replication to the written version of OP No.2.

5] Parties led evidence in support of their contention.

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

7] The complainant has filed the present consumer complaint alleging deficiency in service and unfair trade practice on the part of OPs in respect of a Mercedes Car in question purchased on 13.06.2019 from OP No.2. The car was purchased in the name of Rajeev Goyal, Proprietor, RLCR Super Market. The complainant has alleged recurring mechanical/technical defects in the car and has prayed for replacement of the car or in the alternative extension of warranty along with compensation and litigation costs.

8] Before adverting to the merits of the allegations, the foremost issue that arises for determination is whether the complainant falls within the

definition of “Consumer” under Section 2(7) of the Consumer Protection Act, 2019?

9] In order to decide this issue, the following facts and circumstances are necessary to be discussed in light of relevant law governing it.

10] Section 2(7) of The Consumer Protection Act, 2019 stipulates as under:-

Section 2 (7) "consumer" means any person who—

- (i) ***buys any goods for a consideration*** which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any user of such goods other than the person who buys such goods for consideration paid or promised or partly paid or partly promised, or under any system of deferred payment, when such use is made with the approval of such person, but does not include a person who obtains such goods for resale or for any commercial purpose; or
- (ii) ***hires or avails of any service for a consideration*** which has been paid or promised or partly paid and partly promised, or under any system of deferred payment and includes any beneficiary of such service other than the person who hires or avails of the services for consideration paid or promised, or partly paid and partly promised, or under any system of deferred payment, when such services are availed of with the approval of the first mentioned person, **but does not include a person who avails of such service for any commercial purpose.**

Explanation.—For the purposes of this clause,—

- (a) *the expression "commercial purpose" does not include use by a person of goods bought and used by him exclusively for the purpose of earning his livelihood, by means of self-employment;*
- (b) *the expressions "buys any goods" and "hires or avails any services" includes offline or online transactions through electronic means or by teleshopping or direct selling or multi-level marketing;*

11] It is observed from the Tax Invoices (Annexure C-1) of the Mercedes Car in question that the same were issued by OP No.2 in the name of

Rajeev Goyal, Prop. RLCR Super Market, SCO No.7-A, Chandigarh, meaning thereby the Mercedes Car in question was purchased in the name of a proprietorship concern, namely RLCR Super Market. The complainant himself has stated that he owns and runs a grocery store. A proprietorship concern has no separate legal identity from its proprietor and any asset purchased in the name of the proprietorship is deemed to be purchased for the business/ commercial activities of the proprietor unless specifically proved otherwise.

12] In Consumer Commissions, only those commercial categories are allowed to file complaint by a Consumer who does such business activities for exclusively earning his livelihood by way of self employment. The complainant has neither pleaded nor proved that the car was purchased exclusively for personal use or the car was used by him solely for earning livelihood by means of self-employment. It is well settled that a person who purchases goods for a commercial purpose does not fall within the definition of “consumer”. The burden to prove that the purchase falls within the exception of self-employment lies squarely upon the complainant. In the present case, no such evidence has been produced.

13] Thus, when the car in question was purchased in the name of proprietorship concern which is engaged in commercial category, the complaint is not maintainable before this Commission under The Consumer Protection Act, 2019 being hit by Explanation (a) Section 2(7) of it.

14] Even in the judgment of ***Hon’ble Supreme Court of India in Laxmi Engineering Works Vs. P.S.G. Industrial Institute, Civil Appeal No.4193 of 1995, decided on 4.4.1995***, it has been held that:-

“So far as the present case is concerned we must hold (in agreement with the National Commission), having regard to the nature and character of the machine and the material on record that it is not goods which the appellant purchased for use by himself exclusively for the purpose of earning his livelihood by means of self employment, as explained hereinabove.”

15] The Hon'ble Supreme Court in case of ***Shrikant G. Mantri Vs. Punjab National Bank, Civil Appeal NO.11397, decided on 22.02.2022*** has held that:-

“when a person avails a service for a commercial purpose, to come within the meaning of ‘consumer’ as defined in the said Act, he will have to establish that the services were availed exclusively for the purposes of earning his livelihood by means of self-employment.....

xxxxx Commission has come to a finding that the appellant had opened an account with the respondent-Bank, took overdraft facility to expand his business profits, and subsequently from time to time the overdraft facility was enhanced so as to further expand his business and increase his profits. The relations between the appellant and the respondent is purely “business to business” relationship. As such, the transactions would clearly come within the ambit of ‘commercial purpose’. It cannot be said that the services were availed “exclusively for the purposes of earning his livelihood” “by means of self-employment”. If the interpretation as sought to be placed by the appellant is to be accepted, then the ‘business to business’ disputes would also have to be construed as consumer disputes, thereby defeating the very purpose of providing speedy and simple redressal to consumer disputes.”

16] Moreover, complainant has not filed copy of R.C. of the car in order to hide the same from this Commission.

17] In view of the above discussion, the present consumer complaint is hereby dismissed being not maintainable. No order as to costs. However, the complainant is at liberty to file his case before Civil Court or any other Competent Authority as per law to seek relief.

18] 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

03.02.2026

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

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AMRINDER SINGH SIDHU

PRESIDENT

.....

BRIJ MOHAN SHARMA

MEMBER