

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION
CHANDIGARH DISTRICT COMMISSION
CONSUMER COMPLAINT NO. DC/AB1/44/CC/294/2021**

Munir Kaushal

PRESENT ADDRESS - s/o Shri S S Kaushal, r/o Hillcrest Resort, Village Sadhora, Mashobra, Shimla-171007 Himachal Pradesh.CHANDIGARH,CHANDIGARH.

.....Complainant(s)

Versus

Ford India Pvt. Ltd.

PRESENT ADDRESS - through its Managing Director, S.P. Koil Post, Chengalpattu-603204 (Tamilnadu).CHANDIGARH,CHANDIGARH.

Saluja Motors Pvt. Ltd.

PRESENT ADDRESS - through its Managing Director, Plot No. 52, Industrial Area Phase 1, Chandigarh.CHANDIGARH,CHANDIGARH.

.....Opposite Party(s)

BEFORE:

**AMRINDER SINGH SIDHU , PRESIDENT
BRIJ MOHAN SHARMA , MEMBER**

FOR THE COMPLAINANT:

Munir Kaushal, Kanwar Yuvraj Singh adv (Advocate)

FOR THE OPPOSITE PARTY:

Ford India Pvt. Ltd.

DATED: 20/02/2026

ORDER

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

=====

Consumer Complaint No : 294 of 2021

Date of Institution : 19.04.2021

Date of Decision : 20.02.2026

Munir Kaushal son of Shri S S Kaushal, aged about 45 years, resident of Hillcrest Resort, Village Sadhora, Mashobra, Shimla-171007 (Himachal Pradesh).

... .. Complainant

Versus

1. Ford India Private Limited through its Managing Director, S.P.Koil Post, Chengalpattu-603204 (Tamilnadu).
2. Saluja Motors Private Limited through its Managing Director, Plot No.52, Industrial Area, Phase-I, Chandigarh.

... .. Opposite Parties

BEFORE: MR.AMRINDER SINGH SIDHU, PRESIDENT

MR.B.M.SHARMA, MEMBER

Argued by: Sh.Rajesh Kumar, Advocate for Complainant.

Sh.Varun Bhardwaj, Advocate for OP No.1.

Sh.Ankur Bali, Advocate for OP No.2.

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

1] The complainant has filed the present consumer complaint pleading that he purchased a Ford Endeavour 3.2L Diesel Titanium+4x4 Automatic vehicle from OP No.2 on 11.04.2019 at the cost of Rs.32,97,000/- but the delivery of the said vehicle was taken by him on 26.04.2019 by availing loan from HDB Financial Services Limited. Copies of invoice dated 11.04.2019 and

delivery order dated 23.04.2019 are Annexure C-1 & C-2, annexed with the complaint. The complainant got the said vehicle insured through OP No.2 for a period of three years i.e. from 11.04.2019 to 10.04.2022 and paid a sum of Rs.98,075/- towards cost of insurance. Copy of Insurance Policy is Annexure C-3, annexed with the complaint. The complainant got the vehicle registered at his place of residence i.e. with Registering & Licensing Authority, Shimla and paid a sum of Rs.92,007/- towards cost of registration. Copy of Payment Receipt is Annexure C-4, annexed with the complaint.

It is pleaded that after only 3-4 months from the purchase of said vehicle, it started giving trouble. The electrical systems of the vehicle started showing defects and the battery of the vehicle started getting completely drained automatically which causes starting trouble in the vehicle. The said fault was brought into the notice of OP and they use to jumpstart the vehicle and even replaced the battery, but to no avail. The vehicle kept on giving the trouble incessantly. In the month of January 2020, the vehicle again developed a snag due to which the battery of the vehicle again got discharged by itself. The complainant contacted the helpline of the OPs and he was advised to get his vehicle jumpstart through some local help and also advised to bring the vehicle at the service centre of OP No.2. The complainant took the vehicle at the service centre of OP No.2 and gave his vehicle for check up so that the reason of getting the battery drained may be ascertained. The mechanical staff of OP No.2 wanted to rip open the whole vehicle which the complainant objected and brought the fact into the notice of OP through e-mails. The complainant kept on writing and wrote numerous e-mails wherein he specifically expressed about his persisting grievance that inspite of keeping

his vehicle for days together by OP No.2 still they were not able to detect the defect. The complainant also expressed his displeasure about the opening of back light, boot cover, dash board, infotainment system etc. of the vehicle to ascertain the actual defect but still the actual defect has not been found by the staff of OP. The complainant expressed his inability to leave the vehicle again and again as even after leaving the vehicle so many times the OP has not been able to find the actual defect. So much so, the complainant has to use taxi services every time he left his vehicle with OP. The complainant expressed certain more issues/defects with the vehicle in the numerous e-mails written by him.

It is pleaded that the OP has replaced the battery of the vehicle about 6-7 times and has also replaced Accessory Protocol Interface (SYNC/APIM) Module, Front Control Interface Module (FCIM), Panel Fuse Junction and Front Control Display Interface Module (FCDIM) but still the problem in the electrical system of the vehicle has not been rectified and the vehicle is persistently giving trouble to the complainant which clearly proves that the vehicle has an inherent manufacturing defect and it needs immediate replacement. Copies of e-mails communication between the complainant and OP are Annexure C-5 (colly), annexed with the complaint. The OP No.1 refused to replace the defective vehicle as well as giving a refund of the cost of the vehicle to the complainant. Copy of the e-mail dated 01.04.2021 is Annexure C-6, annexed with the complaint. 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 refund the cost of the vehicle i.e.

Rs.32,97,000/-, the cost of insurance policy Rs.98,075/- and cost of registration of vehicle Rs.92,007/- alongwith interest; compensation for mental agony & harassment and cost of litigation expenses.

2] OP No.1 its written version has stated that the complainant has not placed on record any literature, documentary evidence and other supporting expert automobile testimony which would fortify the allegation that the battery draining issue occurred due to an inherent manufacturing defect. Whenever the complainant raised a complaint, the same was examined and repaired to his satisfaction by the dealership as would be readily seen from the repair orders. Copy of vehicle repair history is Annexure-2, annexed with the written version. OP No.1 as vehicle manufacturer can only be made liable if there is any defect pertaining to the manufacturing aspects of the complainant's vehicle. The entire case of the complainant is pertaining to the battery of the vehicle for which OP No.1 does not provide any warranty whatsoever, as seen from the vehicle warranty document (Annexure-3). It is only after passing all tests and evaluation criterion that the respective cars are sent to authorized dealers such as OP No.1. There is a principal-to-principal understanding between OP No.1 & 2 which contemplates that each of the OPs inter-se do not hold any liability qua the other. Copy of dealership agreement is Annexure-4, annexed with the written version.

It is stated that on 19.05.2020, the Customer Relations Team of OP No.1 informed the complainant regarding the repairs carried out on the vehicle, after which the concern was not reproduced. Upon recurrence of the complaint on 25.05.2020, a data logger system was arranged in coordination

with the authorized dealership to scientifically ascertain the cause of battery drainage. It is stated that observational tests conducted after installation of the data logger revealed fungus formation on the circuit board leading to the battery system, which was identified as the probable cause for the vehicle not starting. The complainant rejected the technical findings without producing any expert opinion. Subsequent inspections did not reproduce the alleged defect. Thereafter, upon further correspondence from the complainant, the matter was closed as “dissatisfied closure” and a repair report was shared. Annexure C-5, C-6, C-8 to C-12 are copies of e-mails communication exchanged between the parties.

It is stated that the vehicle in question had run approximately 15000 kms. as of 31.03.2021, demonstrating regular usage and absence of any inherent manufacturing defect. The complainant has failed to place on record any expert opinion or technical evidence to substantiate allegations of manufacturing defect, as required under the Consumer Protection Act. The burden of proving manufacturing defect lies upon the complainant, which has not been discharged. There is no privity of contract between the complainant and OP No.1. OP No.1 neither sold the vehicle directly to the complainant nor provided after-sales services. Denying any deficiency in service or unfair trade practice as well as all other allegations, the OP No.1 has prayed for dismissal of the complaint.

3] OP No.2 in its written version has stated that prior to second scheduled service, the complainant had never raised any complaint with the OP No.2 and there is no record of the vehicle having been brought to the

workshop for any alleged defect. During the second service on 24.01.2020, the complainant for the first time reported a starting issue. The vehicle was checked as per the instructions of the manufacturer and the battery and other parameters were found to be satisfactory. The vehicle was handed over under observation. Thereafter, on multiple occasions on 12.02.2020, 04.03.2020, 30.10.2020 and 01.02.2021, the complainant reported starting problems. Each time, the vehicle was thoroughly inspected, including battery checks, drain tests and inspection by the manufacturer's engineer. No inherent defect was found. As a precautionary and goodwill measure, certain parts including Monitor Screen, Bezel Radio, Relay, Panel Fuse Junction and the Battery were replaced. Whenever the vehicle remained in the custody of OP No.2, no starting issue was detected and all technical readings were found normal, including through a Data Logger device provided by the manufacturer. The vehicle had run approximately 15154 kilometers by July 2021, demonstrating that it was roadworthy and free from any inherent manufacturing defect. OP No.2 being an authorized dealer of Ford India Pvt. Ltd. acted diligently on every complaint and even visited the complainant's residence on multiple occasions to address his concerns.

It is stated that the vehicle in question has no inherent defect and the problems as per record maintained by the complainant are due to normal wear and tear. Further, the vehicle in question has been repaired to the full satisfaction of the complainant every time whenever he has brought his vehicle to OP No.2. Copy of vehicle history, invoices, job card, interactive reception/inventory check sheet, vehicle report card and satisfaction note/gate pass have been annexed with the written version as Annexure

OP2/A (colly). There is no specific allegation of deficiency in service or unfair trade practice against the OP No.2 and the complaint is devoid of expert evidence or supporting documents. Lastly, a prayer for dismissal of the complaint has been made by OP No.2.

4] Replication has also been filed by the complainant controverting the assertions of OPs as made in their written versions.

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] Admittedly, the complainant purchased a vehicle in question from OP No.2 on 11.04.2019 for a sum of Rs.32,97,000/-. It is not in dispute that the vehicle was insured and registered by the complainant after payment of requisite charges. The complainant has alleged that within 3–4 months of purchase, the vehicle started developing electrical issues and repeated battery drainage resulting in starting problems. The vehicle was taken to OP No.2 on multiple occasions. The battery was reportedly replaced 6–7 times and various modules/components including SYNC/APIIM Module, FCIM, Panel Fuse Junction and FCDIM were replaced. The complainant has alleged that despite this, the defect persisted.

8] The OPs pleaded that there is no manufacturing defect by contending that no expert evidence has been produced to establish manufacturing defect, observational tests including installation of a data logger did not reveal any inherent defect, the vehicle had run approximately 15000 kms. demonstrating usability, and repairs were carried out as goodwill measures.

9] It is well settled that allegation of manufacturing defect must be supported by cogent technical and expert evidence. The complainant has not placed on record any expert opinion or independent automobile inspection report to substantiate that the vehicle suffered from an inherent manufacturing defect. Mere replacement of parts under warranty does not ipso facto establish a manufacturing defect in the vehicle as a whole. Moreover, the record shows that the vehicle was examined on each complaint, a data logger testing was conducted to ascertain the cause of battery drainage, certain components were replaced as a precautionary/goodwill measure and the vehicle had run approximately 15000 kms. which indicates that it remained in regular use.

10] Though the complainant has not produced any expert evidence to conclusively establish inherent manufacturing defect so as to justify refund or replacement of the vehicle, it cannot be ignored that repeated visits to the workshop/service centre and continued inconvenience caused mental harassment and hardship to the complainant. Even if a manufacturing defect is not conclusively proved, repeated recurrence of starting issues within the warranty period amounts to deficiency in service.

11] It is evident that the complainant had to repeatedly approach the service centre of OPs, various components including battery & electronic modules were replaced and the complainant was inconvenienced on numerous occasions. Repeated visits to workshop within warranty period and persistent grievance establish that the complainant suffered inconvenience and harassment. Thus, while refund/replacement cannot be granted, the complainant deserves reasonable compensation for inconvenience and

mental agony suffered.

12] In view of the above discussion, the present consumer complaint is partly allowed and the OPs are directed to pay lump-sum compensation of Rs.4,00,000/- to the complainant for the harassment caused to him as well as litigation expenses, within 45 days from the date of receipt of certified copy of this order, failing which the said amount shall carry interest @ 9% p.a. from the date of this order till the date of its actual realization to the complainant.

13] 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

20.02.2026

Sd/-

(AMRINDER SINGH SIDHU)

PRESIDENT

Sd/-

(B.M.SHARMA)

MEMBER

as

.....
AMRINDER SINGH SIDHU

PRESIDENT

.....
BRIJ MOHAN SHARMA
MEMBER