

**IN THE DELHI STATE CONSUMER DISPUTES REDRESSAL
COMMISSION**

Date of Institution: 06.04.2023

Date of Hearing: 25.09.2025

Date of Decision: 12.02.2026

CC NO.- 56/2023

IN THE MATTER OF

**PAAWAN CHAUDHARY
S/O ANURAG CHAUDHARY
R/o D -54, 3rd FLOOR,
SAKET, NEW DELHI - 110017**

**(THROUGH: MR. SWARNENDU CHATTERJEE, ADVOCATE)
.....COMPLAINANT**

VERSUS

- 1. FIAT INDIA AUTOMOBILES PVT. LTD.
308, PRAKASH DEEP BUILDING, TOLSTOY MARG,
CONNAUGHT PLACE, DELHI – 110001
(SERVICE.INDIAJEEP@STELLANTIS.COM;
CRM.SERVICE@LSC-FCA.COM)**

(THROUGH: MS. KIRTI GARG, ADVOCATE)

- 2. LANDMARK LIFESTYLE CARS PVT. LTD.,
B – 238, OKHCLA PH – 1, NEW DELHI – 110020
SERVICE.OKHLA@LANDMARKJEEP.IN
(SERVICE.OKHLA@LANDMARKJEEP.IN;
CRHEAD@LANDMARKJEEP.IN)**

**(THROUGH : MR. ABHINAV GARG, MIHIR GUJJEWAR
& NISHANT GOYAL, ADVOCATES)**

...OPPOSITE PARTIES

CORAM:

HON'BLE JUSTICE SANGITA DHINGRA SEHGAL (PRESIDENT)
HON'BLE MS. PINKI, MEMBER (JUDICIAL)

Present: Mr. Swarnendu Chatterjee and Ms. Harshita Rawat,
Counsel for the complainant appeared through V.C.
Ms. Vidya Rai, Counsel for the Opposite Party. (Enrl. No.
D/10108/2024
Mobile: 9818354507, Email: vdrai26@gmail.com)
None for the OP No. 2

PER: HON'BLE JUSTICE SANGITA DHINGRA SEHGAL,
PRESIDENT

JUDGMENT

1. The present complaint has been filed by the Complainant before this Commission alleging deficiency in service by the Opposite parties and has prayed the following:

“a. A decree/order for replacement of the vehicle in question, i.e., Jeep Wrangler Car bearing Registration No. UK07DZ9933 with a new vehicle of same make (with insurance, road tax and registration, accessories as fitted with the present vehicle, extended warranty) or in case it is found that the replacement of vehicle is not possible due to some reasons out of control of the OP refund of Rs.69,49,522/- may be ordered;

b. A decree/order directing payment of sum of Rs. Six Lacs Twenty Three Thousand Nine Hundred and Fifty Two which has been paid by the Complainant to the Respondent after purchase of vehicle against Bills/Tax Invoices as repair/maintenance/spare parts charges of the vehicle in question;

- c. A decree/order directing payment of sum of Rs.5,00,000/- (Rupees Five Lacs) as expenses for commutation due to non-providing alternative courtesy vehicle by the Respondent;*
- d. A decree/order directing payment of sum of Rs.60,00,000/- (Rupees Sixty Lacs Only) as compensation as detailed above,*
- e. A decree/order directing payment along with interest @24% p.a. if favour of the Complainant and against the OPs;*
- f. A decree / order for payment of litigation expenses and cost of the complaint if favour of the Complainant and against the OPs;*
- g. Such order and/or further relief, to which the Complainant may be found entitled to, may also kindly be passed in favour of the Complainant and against the OPs, in the interest of justice.”*

2. Brief facts necessary for the adjudication of the present complaint are that the on 17.09.2021, the Complainant purchased one Jeep Wrangler Rubicon Car bearing Registration No. UK07DZ9933 from the Authorised Dealer of the Respondent No.1 i.e. LSC Autowheels Pvt. Ltd., Dehradun. The Complainant spent approximately 70,00,000/- for purchase of the said vehicle and related accessories. Since beginning performance of the car was not good and soon after the purchase, the car started creating problems. In the end of year 2021 itself water started pouring in from the roof and sides of the car. The Complainant immediately visited the Authorised Service Centre of the Respondent No. 1 situated at Dehradun. Car was checked, as informed by the technician, some fitment was done but the problem continued. That soon thereafter, AC started creating problems and Reverse Camera started malfunctioning. Subsequently, Auto Stop/Start function stopped working and thereafter, Engine started creating problems. Accelerator Pedal seemed disconnected from throttle when pressed down for acceleration. And the car, at the speed of 50-60, started shaking so heavily that it created panic for travellers.

3. It is submitted that the vehicle kept visiting Service Centre and on each and every occasion something, as deemed suitable to the technicians of the Respondent, was done but problem could not be solved and rather situation got worse. Several mails were sent by the Complainant but nothing effective was done by the Respondent except giving assurances. **Secondly**, it is submitted that during a trip to Ahmedabad, a warning light of Engine Check lit up. Authorised Service Centre at Ahmedabad, i.e., Concept Motorcar Pvt. Ltd. was visited on 27.06.2022, which did some stop gap arrangement and somehow the car could return to Delhi. On 19.07.2022, the car was taken to Authorised Service Centre situated at Dehradun which was delivered back on 22.08.2022. **Thirdly**, it is submitted that in February 2023, the car was taken to Sissu, Lahaul Valley, Himachal Pradesh where the vehicle lost its throttle response and started moving freely. The vehicle was repaired at various Service Centres of the Respondent which includes LSC Autowheels Pvt. Ltd., Dehradun, Uttarakhand, WSL Automobiles, Chandigarh, Landmark Lifestyle Cars Pvt. Ltd., Delhi, Concept Motorcar Pvt. Ltd., Ahmedabad. It is further submitted that thereafter also the vehicle is regularly visiting Service Centre and spending more time in Service Centre than on road. The Technicians of the Opposite Party have done only some makeshift arrangements and postponed the problems but the problems could never be resolved. To stop leakage from roof, foam pieces were pasted which could not solve the problem even minutely and due to such casual approach a part of main frame of the vehicle was broken which cannot be repaired and can only be rectified by replacing a major part of the body / chassis as explained by one of the Technicians of the Respondent. The Complainant regularly visited the Service Centres of the Opposite Parties, sent several e-mails, requested the officials and executives of the Opposite Party again and again to do proper repair of the vehicle but on all the occasions they just kept the matter lingering on and took lame excuses. Now the vehicle is in such a situation that main frame of the vehicle has been compromised. Accelerator and Engine are not working properly. In rainy season water pours in. Roof of the car has been misaligned which is clearly visible

in photographs. This clearly shows that the vehicle in question suffers inherent defect which arise one after the other. *Fourthly*, it is submitted that even after change of such vital pieces of Car, the Car is not in proper condition and now the Service Centre has telephonically informed that they are going to change the Engine, Silencer and Exhaust Manifold of the Car. There is no hope that the vehicle in question can be repaired properly and be made equivalent to the other vehicles of the same make and category. Had the officials and executives of the Opposite Parties done the needful at appropriate stage the Complainant could have enjoyed the vehicle which has been purchased by investing huge amount out of hard-earned money of the Complainant. The Complainant has spent so much money for a car of very high standards. Substantial parts of a factory-made car have been replaced with spare parts in workshop and now engine is going to be changed in a workshop. Workmanship of workshop can never be equated with the workmanship and facilities available in factory. Lastly, it is submitted that due to defects in the car the Complainant could not enjoy the said vehicle and huge amount spent on behalf of the Complainant as price of car and accessories, registration and road tax charges, insurance charges, money spent on repair and maintenance has been wasted and the Opposite Parties are liable to compensate the Complainant, with respect to all the said expenses.

4. Vide order dated 22.11.2023 the right of Opposite Party No. 1 and 2 to file the written statement was closed.
5. The Complainant has filed his Evidence by way of Affidavit in order to prove the averments on record.
6. Vide order dated 28.02.2024, the right of the Opposite Party No.1 to file the Short Written submissions was closed.
7. Short written submissions have been filed by the complainant wherein the contents of the Complaint have been reiterated.
8. The Opposite Party No. 2 has filed its short written submissions wherein it is submitted that there is no deficiency of service whatsoever on the part of Opposite Party No. 2, and all the repairs and maintenance of the said vehicle was duly

conducted by Opposite Party No. 2. It is submitted that the Complainant has taken the delivery of the said vehicle from the workshop of Opposite Party No. 2 each time after being satisfied with the service, and no objection was ever raised by the Complainant.

9. We have perused the material available on record.
10. The *only question that falls for our consideration is whether the Opposite Parties are liable for deficiency in service.*
11. The facts of the case reflect that the Complainant had bought a vehicle Jeep Wrangler Rubicon bearing registration no. UK07D29933 manufactured by Opposite Party No. 1. A perusal of the contents of the Complaint reflects that it is the primary contention of the Complainant that the vehicle in question suffered from multiple defects which could not be ironed out even after multiple visits to various service centers across the country. The Complainant has alleged that the vehicle in question suffered inherent defects/manufacturing defects in so much so that water started pouring in the car from the roof and sides of the car and soon thereafter, AC started creating problems; Reverse Camera started malfunctioning; Auto Stop/Start function stopped working; Engine started creating problems, Accelerator Pedal seemed to be disconnected from throttle when pressed down for acceleration and the car etc. Here, it is to be noted that a perusal of the record shows that Opposite Party No.1 failed to appear and file the written statement. Consequently, the right of the Opposite Party to file the written statement was closed vide order dated 22.11.2023. Again, the Opposite Party No.1 failed to file its written submissions and the right of the Opposite Party to file its written submissions was closed vide order dated 28.02.2024. In view of the aforesaid the submissions of the Complainant remain largely un rebutted. Therefore, in view of the un rebutted testimony of the Complainant, there is no reason to discredit the submissions of the Complainant against Opposite Party No.1.
12. As regards the liability of Opposite Party No.2, it is pertinent to note here the vehicle in question was manufactured by Opposite Party No. 1 and was sold by LSC Autowheels Pvt. Ltd., Dehradun which ought to be made a proper and

necessary party. However, LSC Autowheels Pvt. Ltd., Dehradun has not been made a party to the present Complaint, and rather Opposite Party No. 2 has been arrayed as a opposite party, which does not fall under the scope of the relief claimed. A perusal of the prayer clause of the Complaint reflects that the Complainant has prayed for and sought replacement of the vehicle or refund of its value paid by the complainant which is beyond the responsibility and scope of Opposite Party No. 2 as the said vehicle was neither manufactured nor sold by Opposite Party No. 2. Since the vehicle in question was not purchased from Opposite Party No. 2, hence no liability can be affixed on Opposite Party No. 2 for any issues which may have emerged post purchase of the vehicle. Therefore, we opine that the present Complaint is clearly a case of misjoinder as well as non-joinder of Parties as per Order 1 Rule 9 of Code of Civil Procedure, 1908.

13. Even otherwise, the record reflects that the said car was taken to the workshop of Opposite Party No. 2 directly by the complainant on 09.01.2023 for AC cooling and battery issue. A perusal of the service card reflects that AC duet cleaning was conducted and there was an auto stop start issue, due to which the battery was replaced, under warranty, by Opposite Party No. 2. Thereafter, the said car was brought to the workshop of Opposite Party No. 2 for pick up issue on 14.03.2023. The said car was inspected and two silencer parts and other required parts were replaced under warranty. The problem was thus resolved and the said car was duly handed over back to the Complainant. Therefore, no deficiency of service can be carved out on the part of the Opposite Party No.2

14. Therefore, in view of the aforesaid, we opine that the Opposite Party No.1 is liable for deficiency in service. ***Consequently, the present Complaint stands allowed and the Opposite Party No.1 is directed to:***

A) Replace the vehicle in question, i.e., Jeep Wrangler Car bearing Registration No. UK07DZ9933 with a new vehicle of same make (with insurance, road tax and registration, accessories as fitted with the present vehicle, extended warranty) or refund

Rs.69,49,522/- in case it is found that the replacement of vehicle is not possible.

B) Pay the Complainant Rs. 4,00,000/- against Bills/Tax Invoices as repair/maintenance/spare parts charges/service of the vehicle in question;

C) A decree/order directing payment of sum of Rs.50,000/- as expenses for commutation due to non-providing alternative courtesy vehicle by the Respondent;

D. Pay the Complainant a sum of Rs.1,00,000/- as compensation for mental agony and harassment

E. Litigation cost to the extent 25,000/-

15. The Opposite Party No.1 is further directed to comply with the directions as contained in para 14 above within 2 months from the date of the present judgment, i.e. on or before 12.04.2026, failing which the entire sum shall be paid alongwith interest & 9% p.a. from the date of purchase of the vehicle till the actual realisation of the amount.
16. Application(s) pending, if any, stand disposed of in terms of the aforesaid judgment.
17. The Judgment be uploaded forthwith on the website of the Commission for the perusal of the parties.
18. File be consigned to record room along with a copy of this Judgment.

**(JUSTICE SANGITA DHINGRA SEHGAL)
PRESIDENT**

**(PINKI)
MEMBER (JUDICIAL)**

**Pronounced On:
12.02.2026**

L.R.-G.P.K