

Complaint filed on:16.04.2024

Disposed on:27.05.2025

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION AT BANGALORE (URBAN)**

**DATED 27<sup>th</sup> DAY OF MAY 2025**

**PRESENT:-**

**SMT.K.ANITA SHIVAKUMAR : PRESIDENT**  
**M.S.W, LL.B., PGDCLP I/C**  
**SMT.SUMA ANIL KUMAR : MEMBER**  
**BA, LL.B., IWIL-IIMB**

**COMPLAINT No.125/2025**

<b>COMPLAINANT</b>	<b>1</b>	<b>Sri. Mohan Hegde,</b> S/o. Sri Chidambar hegde, Aged about 58 years, R/at. No.34, Mathushri, 1 <sup>st</sup> Floor, 2 <sup>nd</sup> Cross, Bhumika Layout, Krishna Garden Main Road, Rajarajeshwari Nagar, Bengaluru-560059.
		<b>( Adv. Nishanth. S. K)</b>
<b>Vs</b>		
<b>OPPOSITE PARTY</b>	<b>1</b>	<b>M/s Hyundai Motors India Limited.</b> H-1, Sipcot Industrial Park, Irrungattukotai, Sriperumbudur Taluk, Kanchipuram District, Tamil Nadu-602117. Rep by its Manager.
	<b>2</b>	<b>KUN Hyundai,</b> K. U. N. Auto Co. Pvt. Ltd., C-48, II Avenue, Anna Nagar East, Chennai-600102. Rep by its Manager.

	<b>3</b>	<b>Advaith Motors Pvt. Ltd.,</b> No.62, 1 <sup>st</sup> Cross, Balaji Layout, Subramanyapura Post, Uttarahalli, Bengaluru-560061. Rep by its Manager.
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**ORDER**

**SMT. K. ANITA SHIVAKUMAR, PRESIDENT I/C**

1.The complaint filed under Section 35 of C.P.Act (hereinafter referred as an Act) against the OPs seeking direction to either replace the damaged vehicle with the new one or repair the complainant's vehicle to its original condition at no cost to the complainant by extending the benefits to the complainant under the extended warranty scheme, award compensation of Rs.5,00,000/- for the mental agony, inconvenience and financial loss suffered due to deficiency of service and negligence of OPs, direction to reimburse all expenses incurred by the complainant for the litigation and such other reliefs.

**2. Brief facts of this case are as follows:-**

Complainant stated in his complaint that he is the owner of Hyundai vehicle with a car registration No. TN 02 BQ 6451 and vehicle identification No. (VIN) MALAF51CYKM056411, complainant has availed extended warranty with

reference No. S8126-240406715(C24100009941)  
dated 11/04/2024.

3.Complainant had purchased a car on 20/05/2019 from OP.2 by paying sale consideration of Rs.5,22,595/- which was regularly serviced by complainant at authorized service centre. On 11/04/2024 the complainant very cautious, had duly purchased an extended warranty for the vehicle from OP.1 by paying Rs.14,866/- which ensures the said warranty will apply for all major mechanical defects and repairs would be covered. On 25/10/2024, while the complainant was driving the said vehicle, he experienced the unexpected break failure. Within a moment, complainant stopped his vehicle and noticed that flames erupting from the bonnet of the car. Out of his best efforts to complete the fire, immediately switching of the engine and applying the hand break, the flames spread rapidly. He immediately contacted road side assistance service of the OP, which towed the damaged vehicle to OP.3 for further inspection and repair. OP.3 assessed the damaged and estimated the repair cost of 6.7 lakhs.

4. A thorough examination of the vehicle conducted by insurance agency Mrs. M/S Zurich Kotak concluded that the incident happened due to

mechanical failure, it means vehicle has inherent defect and falls within the ambit of warranty coverage. Complainant further stated that the vehicle had previously recurred issues with the gear box which was repaired at Blue Hyundai (Sapphire Motors Pvt. Ltd.). Complainant sent multiple communications and follow-up with the OP.1, highlighting the deficiency of service and warranty obligations on the part of OP, but OP did not attend the same. Hence, complainant approached this commission for the relief as referred above.

5. On the basis of above pleadings and oral arguments on admission by complainant's counsel for our consideration are as follows:-

- i) Whether the complainant has convinced the deficiency of service on the part of OP at the stage of admission?
- iii) What order?

6. Our answers to the above points are as follows:-

**Point No.1:-** Negative.

**Point No.2:-** As per the order.

### **REASONS**

**7. Point No.1:** The learned counsel for complainant argued on admission stated that the allegation made in the complaint is against the

vehicle bearing registration No. TN 02 BQ6451. Complainant claiming to replace the damaged vehicle with a new one or repair the vehicle to its original condition at no cost, since the car in question having extended warranty benefit which is opted by complainant on 11/04/2024 by paying Rs.14,866/-.

8. It is irrelevant here to discuss much about the date of the warranty, extended warranty, its validity at the time of accident and the date of fire accident. As per the document No.2, complainant got extended warranty from OP which covered *“enhancement package inclusive road side assistance for 6<sup>th</sup> and 7<sup>th</sup> year or upto 1,00,000 Km extended warranty or upto 20/05/2026 whichever occurs first under the terms and conditions.”*

9. It is pertinent to note that prima facie the car in question already availed the benefit of insurance for Rs.3,00,000/- from the insurance company by claiming fire accident caused on 25/10/2024. More so, complainant has produced memo with documents which contained an agreement for sale of damaged vehicle entered on 06/01/2025. The car in question has already sold to one Trigent Corporate who approached the complainant and offered to purchase the said salvage car for an amount of Rs.88,000/- as

per the agreement. Its general awareness once movable or immovable property sold out, purchaser who purchases the property will have a right on a property not the seller. It is apparent on records and also on the basis of the submission made by the counsel for complainant, clearly exhibits the discussion below.

10. When the complainant has already got an amount of Rs.3,00,000/- from insurance as argued by the counsel of complainant at the time of admission and he also got entered into an agreement with the Trigent Corporate and received Rs.88,000/-, on 06/01/2025 itself, Complainant have no right over the car in question. As per the document of agreement and the submission complainant has ceased his rights, immediately after car sold out.

11. After going through the pleadings in the complaint and arguments submitted at the time of admission, commission noticed that the many of the information has suppressed in the complaint. As discussed above, Complainant must understand the legal implications with regard to the car in question when it is not in his custody. However, Complainant may be the lay person, approached an advocate for the legal remedy for the payment he paid for the extended warranty when the fire accident happened.

An advocate could advise him with best of his knowledge when the complainant ceased his rights on car in question, immediately after its sale and drafted the complaint by suppressing the material facts like insurance payment, sale agreement of damaged vehicle etc., for claiming illegal claims. It clearly exhibits complainant did not appear with the clean hands and made claim against the OPs for unjust enrichment.

12. Complainant and his counsel claiming either to replace the damaged vehicle with the new one or repair the complainant's vehicle to its original condition at the no cost to the complainant by extending the benefits of extended warranty scheme. They are well aware that the car in question is not in their possession to replace or to repair the vehicle. Such being the case complainant filed this complaint with mala fide intention and going to waste the precious time of the court. Hence, it is a fit case to dismiss the complaint as not admissible with cost of Rs.40,000/- which shall be remitted to the consumer welfare fund within 30 days from the date of order. Failing which it carries interest at the rate of 10% per annum till realization.

**13. Point No.2:** In view of the discussion referred above, we proceed to pass the following:-

**:ORDER:**

1. Complaint filed by the complainant U/S 35 of Consumer Protection Act, is hereby dismissed with cost of Rs.40,000/- as not admissible which shall be remitted to the consumer welfare fund within 30 days from the date of order. Failing which it carries interest at the rate of 10% per annum till realization.
2. Furnish the copy of this order and return the extra pleadings and documents to the parties.

*(Dictated to the Stenographer, got it transcribed and corrected, pronounced in the Open Commission on this 27<sup>TH</sup> day of MAY 2025)*

**(SUMA ANIL KUMAR)**  
**MEMBER**

**(K.ANITA SHIVAKUMAR)**  
**PRESIDENT I/C**