

HIGH COURT OF JAMMU & KASHMIR AND LADAKH
AT JAMMU

FAO(D) No. 1/2024

Arun Tandon, age 47 years,
S/o K.L. Tandon,
R/o 204, Shopping Centre Bakshi Nagar,
Jammu.

.....Applicant(s)/Petitioner(s)

Through :- Mr. Aman Bhagotra, Advocate

v/s

1. Maruti Suzuki India Ltd. Through its
General Manager, Regional Office North-2
SCO, 39-040 Sector 8-C, Madhya Marg,
Chandigarh-160008.

.....Respondent(s)

2. Maruti Suzuki India Ltd. Through General
Manager, Jammu Motors Pvt. Ltd.
Akhnoor Road Jammu 180016.

3. Maruti Suzuki India Pvt. Ltd. Manager
Peaks Auto Pvt. Ltd. NH-1A Opp Army
School Kaluchak Jammu.

Through :- Mr. Raman Sharma, Sr. Advocate with
Ms. Saliqa Sheikh, Advocate
Mr. K.D.S. Kotwal, Advocate vice
Ms. Aruna Thakur, Advocate

CORAM: HON'BLE MR. JUSTICE SANJEEV KUMAR, JUDGE
HON'BLE MR. JUSTICE SANJAY PARIHAR, JUDGE

ORDER
18.09.2025

1. This petition by the petitioner filed under Article 226 of the Constitution of India seeks to challenge an order and judgment dated 12.03.2024, passed by J&K State Consumer Disputes Redressal Commission, Jammu, (“**the Commission**”), in appeal titled “Maruti Suzuki India Limited v. Arun Tandon and others”.
2. Briefly stated, the facts leading to the filing of this petition are that the petitioner No. 1 purchased a Maruti Swift VDI car from Maruti Suzuki India Limited through M/S Peaks Auto Private Limited on 08.08.2014.

The car was delivered to the petitioner with a warranty of two years or 40,000 kms, whichever was earlier. It is alleged that during the warranty period, the car developed some snag in its horn and started giving trouble. The vehicle was taken by the petitioner to the workshop of respondent No. 2-Jammu Motors Private Limited for removal of the defect. Initially, the Jammu Motors diagnosed the defect in the battery. Effort was made to make it functional by recharging it, however, the fault persisted even after recharging of the battery. The petitioner then took his vehicle to respondent No. 3- Peaks Auto Private Limited on 06.06.2016, where the filter of the vehicle was changed, but still the defect could not be removed. On 23.07.2016, the petitioner again approached the workshop of Jammu Motors, but despite efforts made, the defect could not be removed.

2. Having faced with the persistent problem in the vehicle and inability of the respondents to remove the defect, the petitioner lodged a complaint before the District Forum Jammu on 06.08.2016. The District Forum, having considered the grievance of the petitioner and the stand taken by the respondents, came to the conclusion that it was a fit case where the vehicle deserved to be replaced or direction needs to be issued to pay the cost of the vehicle.
3. The District Forum passed the order accordingly and also directed payment of Rs. 10,000/- as compensation for harassment and mental agony along with Rs. 5,000/- towards litigation expenses.
4. Feeling aggrieved and dissatisfied by the order of District Forum, the Jammu Motors, representing Maruti Suzuki India Limited, filed an appeal before the Commission. The Commission, having noticed the history of vehicle developing different defects and the efforts made by the

respondents to remove the defects, came to the conclusion that compelling the petitioner to visit the workshops of the respondents for almost eighteen times within a span of two years was too agonizing and stressful for the petitioner. The Commission, therefore, held the respondents guilty of deficiency of service, however, modified the order of the District Forum by directing the respondents to pay a sum of Rs. 65,000/- in lumpsum along with interest at the rate of 6%, to be calculated with effect from 13.03.2024. It is this order of the Commission which is called in question before us.

5. Having heard learned counsel for the parties and perused the material on record, we are of the considered opinion that the lumpsum compensation of Rs. 65,000/- directed by the Commission in the given facts and circumstances is on a lower side. We have already noticed hereinabove that the vehicle, which was purchased by the petitioner in the year 2014, developed various defects within warranty period of two years. It is true that as and when the vehicle was taken to workshops of the respondents, the same was attended, but the fact remains that the respondents despite their best efforts could not remove the defects and make the vehicle smoothly function even after attending it for almost eighteen occasions.
6. Although, we do not have expert evidence on record, yet from the facts and circumstances, it is gatherable that the vehicle which was sold by the respondents to the petitioner was defective from the very beginning. Ordinarily, in such circumstances, where the vehicle develops incurable defects, the company should come forward to replace the same by providing a new vehicle. It seems that the petitioner did not insist on this, probably because the respondents had all along shown their willingness to

attend the defects and cure the same. It is a different matter that the petitioner had to visit the different workshops of the Maruti Suzuki India Limited for eighteen times during a period of two years. We can understand the harassment and mental agony that must have been undergone by the petitioner because of apparent deficiency of service in not providing the defect free vehicle and also having failed to remove the defects even after attending the vehicle for eighteen times in their workshops.

7. Since the petitioner has continued with the vehicle and never ever insisted for its replacement within the period of warranty, it would, therefore, be not appropriate to direct the replacement of vehicle at this stage, as has been directed by the District Forum. However, we are of the considered opinion that having regard to the facts and circumstances of the case and the harassment and mental agony suffered by the petitioner, the award of Rs. 65,000/- as lumpsum compensation is inadequate and on a lower side.
8. For the reasons which we have given above, we are of the view that justice would be meted out to the petitioner if we direct the Maruti Suzuki India Limited to pay lumpsum compensation of Rs. 1,00,000/-, respondent No. 3-Peaks Auto Private Limited to pay Rs. 32,500/-, and respondent No. 2-Jammu Motors Private Limited to pay Rs. 32,500/-. The petitioner will thus be entitled to total compensation of Rs. 1,65,000/-, to be paid by the respondents in the manner indicated hereinabove within a period of one month, failing which, the amount shall become payable with interest at the rate of 6% per annum, to be reckoned after the expiry of one month from today till the amount is actually paid to the petitioner.

9. Disposed of.

(Sanjay Parihar)
Judge

(Sanjeev Kumar)
Judge

JAMMU
18.09.2025
Vishal Khajuria

Whether the order is speaking: *Yes/No*

Whether the order is reportable: *Yes/No*

