



Date of filing : 24.05.2018

**IN THE TAMIL NADU STATE CONSUMER DISPUTES
REDRESSAL COMMISSION, CHENNAI.**

Present: **Hon'ble Thiru. Justice R.SUBBIAH ... PRESIDENT**

C.C. No.242 of 2017

Orders, dt: 31.12.2025

M.G.G. Trading Pvt. Ltd.,
Rep. by its M.D. – G.Behin,
No.12/1, Sripururam,
Tirunelveli.

... Complainant

vs.

1.M/s.Mercedes Benz Ind. Pvt. Ltd.,
Rep. by its M.D.,
E-3, MIDC, Chakan, Phase-III,
Chakan Industrial Area,
Kuruli & Nighige,
Talkhed,
Pune-410501.

2. Sundaram Motors
(Division of TVS & Sons Ltd.),
Represented by its Managing Director,
No.370, Mettupalayam Road,
Coimbatore - 641 043.

... Opposite Parties.

For Complainant : Mr.S.Ranjith Kumar

For OP No1 : M/s. J.Sagar Asso.

For OP No.2 : M/s.Ramasubramaniam Asso.

This Consumer Complaint came up for final hearing on 05.02.2024 and after hearing the arguments of the counsels appearing for the parties and perusing the

materials on record and having stood over for consideration till this day, this Commission passes the following:-

ORDER

R.Subbiah, J. (President)

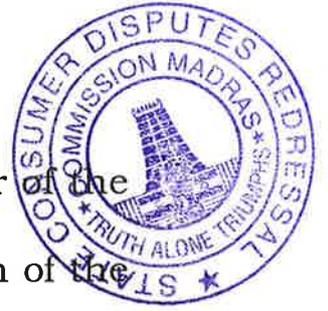
Alleging that the vehicle manufactured by the 1st OP herein/Mercedes Benz India Ltd. and sold to him by the 2nd OP/Sundaram Motors had a manufacturing defect inasmuch as the airbags represented to have been installed therein failed to deploy upon the occurrence of accident, thereby exposing him to a grave and imminent risk to his safety & life and fundamentally undermining the representations, assurances and guarantees held out by the OPs regarding the vehicle's claimed superior safety architecture, particularly in relation to the airbag system, and further alleging specifically that the 2nd OP, despite having assured him of procuring a comprehensive and advantageous insurance cover under Platinum Category, secured only a comparatively inferior policy of ordinary nature to his detriment, the complainant has instituted the

present proceedings contending that the acts and omissions of the OPs amount to deficiency in service and constitute unfair trade practice within the meaning of the Consumer Protection Act, 1986.



2. In brief, the case of the complainant is that, on 31.05.2014, he purchased a Mercedes Benz-E250CDI for a consideration of Rs.46 lakh from the 2nd OP, who is the authorised dealer of motor vehicles manufactured by the 1st OP; that the said vehicle, bearing temporary Registration No.TN-38 BXT1073 & covered by insurance from Bajaj Allianz with validity between 21.06.2014 and 26.06.2015, was delivered to him on 02.07.2014 from the showroom of the 2nd OP; that, on 03.07.2014, while the complainant was driving the subject car on the National Highway from Tuticorin to Tirunelveli, it met with a serious accident involving a container lorry which was braked suddenly, causing the car to skid and collide with the rear portion of the lorry, as a result of which, the entire front portion of the car was completely damaged, whereupon, a

complaint was duly lodged with the police, resulting in issuance of an accident certificate recording the occurrence; that, although the occupants of the car narrowly escaped with their lives, the complainant was shocked to discover that none of the airbags in the vehicle was deployed, despite the severity of the impact and the extensive damage to the front portion of the car; that the non-deployment of airbags is particularly alarming, given that the vehicle was purchased primarily on the strength of the safety features assured by the 1st OP and, had the complainant been aware that the vehicle was manufactured in such a defective manner, wherein the airbags failed to function and serve their intended purpose, he would never have purchased the car; that the 1st OP has consistently projected the said model as one of the safest vehicles, claiming that it is equipped with as many as twelve airbags to ensure the safety of the driver and passengers, however, the photographs taken immediately after the accident clearly demonstrate that none of the airbags was activated, notwithstanding the high velocity and force of the collision;



that the impact caused by the collision with the rear of the lorry resulted in total destruction of the front portion of the vehicle and was sufficient, by any reasonable standard, to trigger the airbag system installed in the car, yet, not a single airbag was deployed; that, in the accident/technical report issued by the 1st OP, it has been stated that none of the rigid chassis components of the vehicle was significantly impacted in the longitudinal direction and, therefore, there was allegedly no requirement for airbag deployment during the accident sequence, but, this explanation is untenable and contrary to the physical evidence on record; that, given the facts and circumstances, only two logical inferences can be drawn: (i) either the vehicle was indeed fitted with airbags as claimed, but they failed to deploy due to a manufacturing defect; or (ii) the airbags were not installed at all, despite representations to the contrary and, both scenarios clearly amount to a serious manufacturing defect, resulting in loss and potential danger to the consumer; that, further, none of the airbags was visible even after the entire front portion

of the vehicle was destroyed in the accident; that, as a direct consequence of the accident and the non-deployment of the airbags, the complainant suffered severe shock, persistent irritation to the left eye and tearing of tissue on the left hand and these injuries are directly attributable to the failure of the airbag system and, had the airbags deployed as intended, he would not have sustained these injuries; that, while the injuries may be described as minor, the larger issue remains - his life was exposed to grave risk due to the failure of a critical safety mechanism and the consequences could have been catastrophic had the accident resulted in grievous injuries or loss of life; that the conduct of the 1st OP in manufacturing and marketing a defective vehicle amounts to a gross violation of the safety assurances made to consumers and the sale of such a defective vehicle by the 2nd OP constitutes clear deficiency in service; that, owing to the severity of the damage caused by the accident, the vehicle was declared a total loss and rendered unfit for repair or further use and resultantly, the complainant was compelled to consent to the vehicle being



treated as scrap in order to complete the insurance formalities; and that the 2nd OP initially offered the complainant a "Platinum" insurance policy, however, at the time of issuance, the policy was changed to an "Ordinary Protection" scheme and, due to this unilateral change in the insurance coverage, the complainant suffered a financial loss of Rs.2.30 lakh, which is directly attributable to the acts and omissions of the 2nd OP.

In the above lines, it is ultimately pleaded to direct the 2nd OP to pay to the complainant a sum of Rs.2.30 lakh towards compensation for the loss suffered due to issuance of a wrong insurance policy; direct both the OPs to pay Rs.75 lakh as compensation for the losses suffered due to the purchase of defective vehicle manufactured by the 1st OP and sold by the 2nd OP, and another sum of Rs.2 lakh for mental agony, monetary loss, etc., besides litigation expenses.

3. In their written version, the 1st OP/Manufacturer would inter alia state that all warranty obligations in

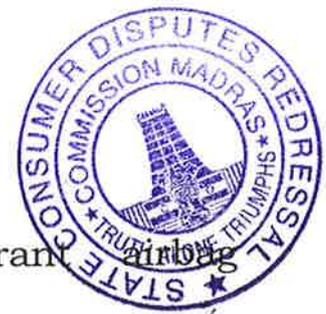
respect of the vehicle were duly fulfilled, the relationship between them and the 2nd OP/dealer is strictly on a principal-to-principal basis, as such, no vicarious liability can be fastened for any alleged act or omission of the dealer and the complaint is speculative, misconceived and vexatious, filed with an intention to unjustly impose liability; that, regarding merits - the frontal airbag deployment is designed to provide only an additional safety benefit during severe frontal collisions and the primary purpose of a frontal airbag is to prevent or reduce the likelihood of the driver's head striking the dashboard and, inasmuch as Airbags are intended to operate in conjunction with seat belts, and seat belts alone are adequate to ensure occupant safety in certain categories of accidents, mere non-deployment of airbags does not, by itself, indicate any defect in the vehicle; that the accident certificate issued by the police clearly records that none of the occupants of the vehicle sustained any injury in the accident, demonstrating that the safety systems of the vehicle functioned as intended; that the technical inspection report states



specifically that, due to the difference in chassis height between the car and the container lorry, the left front portion of the vehicle slid underneath the rear of the truck, causing the impact primarily in the upper region of the vehicle's front portion, bypassing the rigid structural members such as the chassis and engine, and the impact did not involve rigid or calibrated components in the longitudinal direction, but only softer portions of the vehicle, which were insufficient to trigger airbag deployment as per design parameters; that the complainant took delivery of the vehicle only after a thorough inspection & test drive and upon being fully satisfied with its condition, quality and performance; that if he continues to harbour doubts regarding the quality or safety of the vehicle, the subject-matter may be referred, at his own cost, to the Automotive Research Association of India (ARAI), the appropriate laboratory notified under the Act; that, as a matter of corporate policy, customers are treated by this OP with utmost courtesy and grievances are addressed professionally, with the objective of ensuring customer

satisfaction; and that, since the complaint that lacks cause of action is frivolous, vexatious and devoid of merit, the same is liable to be dismissed.

4. It is the crux of the written version filed by the Dealer/OP No.2 that every road accident occurs under unique circumstances and, therefore, each incident must be independently and technically assessed; that, here, the activation of the vehicle's safety components, particularly the Supplemental Restraint System (SRS) depends upon the nature, direction and severity of the impact, and these factors are primarily influenced by the deformation characteristics of the vehicle and the object involved in the collision, as well as the restraint provided by the seat belts through their mechanical locking module; that the deployment of front driver and passenger airbags is designed to occur only in severe frontal collisions involving significant longitudinal deceleration and similarly, side airbags are intended to deploy only in cases of severe side impact, but, in the present case, no such severe frontal or



side impact occurred that would warrant deployment; that the primary purpose of frontal airbags is to prevent or reduce the possibility of the driver's head striking the steering wheel and the front passenger's head striking the dashboard, provided the occupants are wearing their seat belts; that, in addition to properly worn seat belts, Airbags are designed to offer additional protection only during impacts that exceed a defined severity threshold, as such, frontal airbags are engineered to deploy only in severe frontal collisions; that, further, the indication of a clear severe frontal collision is when the force of impact has fully consumed the crumple zone of the vehicle and caused direct longitudinal deformation of the stiff longitudinal front members, but, in this instance, the longitudinal members were not at all deformed in the longitudinal direction and further, sub-frame, engine and transmission units were also not dislocated as a result of the accident and all these factors indicate that none of the rigid chassis components of the vehicle were significantly impacted in the longitudinal direction; that, based on the

observed damage pattern, the vehicle slid underneath the rear portion of the container lorry and did not encounter a significant frontal obstacle, which means, there was no severe frontal deceleration, and therefore the front airbags were not required to deploy; that the allegation of the complainant that the non-deployment of airbags caused total shock and irritation to his left eye is false as it is not supported by any medical or material evidence and also in the face of his present statement that the injuries sustained were only minor; that the apprehensions regarding what could have happened in the event of grievous injury or loss of life are only speculative, imaginary and purely hypothetical in nature, and therefore, the same cannot form the basis of a legal claim; that, pursuant to the complainant's request, the vehicle was subjected to inspection by a technical specialist in structural engineering, who concluded that there was no manufacturing defect in the vehicle, as such, the allegation relating to the sale of a defective vehicle innately withers away; that, coming to the allegation regarding insurance



policy, a comprehensive insurance coverage, as mandated by the registering authority, was offered and various add-on insurance options were duly explained to the complainant, who, however, consciously opted for the “Drive Assure Gold” policy and declined other add-on covers, but, this material fact, has been deliberately suppressed in the pleadings; that the complainant has already received compensation strictly in accordance with the terms and conditions of the insurance policy chosen by him, hence, no liability can be fastened upon the Dealer to pay any additional damages or compensation; and that the allegations made regarding the sale of a defective vehicle and deficiency in service being absolutely false, frivolous and devoid of merit, the complaint deserves to be dismissed.

5. In order to substantiate the claim and counter-claim, the parties filed their respective proof affidavits and while, on the side of the complainant, 11 documents are marked as Exs.A1 to A11, the OPs marked 5 documents as

Exs.B1 to B5. A set of written answers given by the complainant for the questionnaire of the Manufacturer-OP No.1 is also taken on record.

6. Learned counsel for the complainant commenced his arguments by stating that his client purchased the subject vehicle acting upon the representations, assurances and guarantees held out by the OPs at the time of sale, especially with respect to its safety features. According to him, the claim that the vehicle was equipped with as many as twelve airbags was a decisive factor in the purchase, and the complainant genuinely believed that such airbags would deploy in the event of a major accident; while so, the severity of the accident in question is evident from the fact that the vehicle was declared beyond repair and treated as a total loss by the insurer and further, the photographs filed along with the complaint unmistakably demonstrate that the vehicle sustained extensive frontal damage, which, by its very nature, necessitated the deployment of the airbags allegedly installed in the car. In other words, the



damage sustained by the vehicle is not minor or superficial, but severe enough to attract the operation of the safety mechanisms promised by the OPs and, in such circumstances, the failure of the airbags to deploy cannot be justified on technicalities or post-facto explanations.

In order to fortify his points, learned counsel placed reliance upon a handful of rulings including the one rendered by the Hon'ble Supreme Court in *Hyundai Motor India Ltd. v. Shailendra Bhatnagar* (2022 SCC Online SC 483), holding that expert evidence is not mandatory in every case and that where the facts are self-evident, the doctrine of *res ipsa loquitur* squarely applies. In that case, the concurrent findings of the State Commission and the National Commission, holding the manufacturer liable for defect in the airbag system solely on the basis of the nature of the collision and the photographs depicting substantial frontal damage, came to be affirmed with the following specific observation:-

“There are findings of the two fora about the defect in the product sold, in this case being a vehicle. This was sold with front airbags and there was frontal damage. The airbags did not deploy. The accident caused injuries to the respondent. ... The State Commission relied on the principle of res ipsa loquitur to affix the liability of the manufacturer as regards defect in the airbag system, having regard to the nature of the collision... In such circumstances, both the aforesaid fora took the view that expert evidence was not necessary in the subject case. Such view cannot be faulted as



being unreasonable, in the given facts.”

The ratio laid down in the above decision, according to the learned counsel, squarely applies to the present case. In the light of the present facts and circumstances, the failure to produce expert evidence cannot be treated as fatal, when the photographs and the surrounding circumstances clearly reveal that the collision was of sufficient severity to reasonably warrant deployment of the airbags. The same decision is further relied on by way of quoting the following text reflecting the idea that even where the actual loss suffered by the complainant is minimal, punitive damages may be awarded under Section 14 of the Consumer Protection Act, 1986, particularly when the defect relates to safety features of a vehicle:-

“Such damages... can be awarded in the event the defect is found to have the potential to cause serious injury or major loss

to the consumer, particularly in respect of safety features of a vehicle... Compensation in the form of punitive damages ought to have a deterrent effect.”

While considering the rationale for punitive damages, the Apex Court expressly placed reliance on the foundational principles laid down by the Constitution Bench in *M.C. Mehta v. Union of India* [(1987) 1 SCC 395]. In that decision, the Court had held that, in cases involving hazardous or inherently dangerous activities, the measure of compensation must be proportionate to the capacity and magnitude of the enterprise to ensure a deterrent effect on the wrongdoer. Applying these principles to the consumer context, reasoning that where a manufacturer markets a vehicle with specific safety representations, such as deployment of airbags in severe collisions and those representations fail due to a defective product, punitive damages can be justified even if the actual injury or loss is



relatively minor. The Apex Court emphasized that the capacity of the enterprise and the nature of the defect are relevant factors in quantifying such damages, ensuring that the award not only compensates the consumer but also discourages recurrence of similar misconduct. Though *M.C. Mehta* arose in the context of an industrial accident, the Supreme Court expressly expanded the application of the principle to cases concerning defective safety features in motor vehicles, holding that where safety representations materially influence a consumer's purchase decision, and the product fails to meet the standard of safety reasonably expected, such failure may warrant the imposition of punitive damages. Having regard to those principles, the counsel submits that, in the present case, none of the OPs have disclosed, either in brochures or manuals that airbags would deploy only under narrowly defined circumstances, and that non-disclosure of such material limitations amounts to a clear unfair trade practice, particularly when the vehicle is marketed as a "smart" and "intelligent" car with multiple airbags.

In an endeavor to discredit the technical report relied upon by the OPs, which seeks to justify non-deployment on the ground that the accident was an under-ride collision and that the impact bypassed rigid longitudinal members, it is submitted that the nature and extent of damage visible from the photographs belie this explanation. In the interest of passenger safety, airbags in a vehicle boasting advanced safety technology ought to deploy irrespective of whether the accident is categorized as an under-ride or a conventional frontal collision. Under-ride accidents are well-known to be capable of causing grievous injuries, and the mere classification of the accident cannot absolve the respondents of liability. Significantly, even in *Hyundai Motor India Ltd.*, the manufacturer had raised a similar defence based on under-ride conditions, which was rejected by the consumer fora and upheld by the Supreme Court, despite the technical report stating that conditions for airbag deployment were not met.



While pressing into service a few more rulings, reliance is specifically placed on a decision of the National Commission in *CG Power & Industrial Solutions Ltd. & Another v. Mercedes-Benz India Pvt. Ltd. & Others* (2017 SCC Online NCDRC 507) where, it is categorically held that if airbags are designed to deploy only under specific impact conditions, such limitations must be expressly disclosed to the buyer and failure to do so constitutes unfair trade practice under Section 2 (r) of the Consumer Protection Act. The Commission held that even in an under-ride collision, the airbags were defective and that the opposite parties were liable for non-disclosure of material information relating to the functioning and triggering of airbags. In view of the above authoritative pronouncements, the OPs cannot evade strict liability merely because the complainant escaped with relatively minor injuries. The decisive factor is the inherent defect and the potential of the non-functional safety feature to cause serious injury or loss of life; while so, the complete non-deployment of airbags in a vehicle claimed to be equipped with twelve airbags, despite a

collision severe enough to render it a total loss, squarely attracts the principles of *res ipsa loquitur*, strict liability and punitive damages. The decisions relied upon by the OPs are factually distinguishable and do not address situations involving misleading representations and complete failure of safety systems in severe collisions and hence, there is no basis to accept the defence advanced. Further, the financial loss suffered by the complainant due to the unilateral change in the insurance scheme or category is directly attributable to the 2nd OP, who is liable to compensate him for the same. Accordingly, it is pleaded ultimately that the claim deserves to be allowed in toto, with appropriate compensation and punitive damages, consistent with the settled principles laid down by the Hon'ble Supreme Court and the National Commission.

7. Countering the above submissions, learned counsel for the Manufacturer/OP No.1 contends that the fundamental premise of the complainant's point of view that none of the airbags deployed during the accident and



that there was a manufacturing defect in the vehicle or that the vehicle may not have been equipped with airbags is entirely speculative and lacking any material or evidentiary foundation, as there is no contemporaneous evidence to demonstrate a malfunction or absence of airbags. Even his present claim regarding minor injuries such as shock, irritation of the left eye or tearing of tissue in the left hand remains unsubstantiated, as it is directly contradicted by the official accident certificate/Ex.A6 issued by the police, which clearly states that nobody sustained any injury. As such, every single allegation made by him is of a self-serving nature, intended to bolster a claim without any factual or documentary basis.

Further, contrary to the faint allegations, a detailed technical inspection of the vehicle was conducted after the accident, following the complainant's request and consent, culminating in Ex.A7 – the Technical Report, which provides a thorough and scientifically grounded account of the accident and the performance of the

vehicle's safety systems, especially establishing the following:

- *The accident involved an under-ride, whereby the subject vehicle went beneath the rear end of a truck due to a height difference between the two vehicles.*
- *None of the rigid structural members of the vehicle was impacted in the longitudinal or lateral directions during the collision.*
- *Under the circumstances of the collision, there was no requirement for any of the vehicle's airbags to deploy, as the forces were insufficient to trigger the system.*
- *The vehicle's airbags functioned as designed in response to the forces experienced.*
- *The self-diagnosis system of the vehicle confirmed that the restraint system was fully operational and did not indicate any fault.*
- *The possibility exists that the front passenger was wearing the seatbelt incorrectly, which could have affected*

certain sensor readings or occupant safety dynamics.



This Technical Report, remaining undisputed and based on objective data and engineering assessments, sufficiently demonstrates that the vehicle's safety systems operated in accordance with the design parameters. Logically speaking as well, airbag deployment is not triggered solely by visible damage, as it is controlled by sensors and algorithms calibrated to detect forces exceeding the absorption capacity of the crumple zones. In the present case, all impact forces were effectively absorbed, redirected and mitigated by the crumple zones, thereby preserving the structural integrity of the passenger compartment. That is why nobody sustained any injury, as reflected in the official accident certificate, and the absence of injuries only translates to the fact that the vehicle's safety systems, including the airbags, performed as intended. Therefore, the allegation of a manufacturing defect is absolutely baseless, and the complainant's belief that the pattern or

extent of vehicle damage alone should determine whether airbags deploy is wholly irrational.

Secondly, despite the fact that the Technical Report under Ex.A7 remains undisputed, the complainant continues to cling to his own notion, which is bereft of any basic or scientific logic. In the written version itself, the 1st OP clearly conveyed as follows:

“vii. If the complainant still has doubt about the quality of the car, the vehicle (if available) may be referred to The Automotive Research Association of India (ARAI), an appropriate laboratory notified under the Act (u/s 13(1) of the Act), at the cost of the complainant.”

Despite this, the complainant did not take any such initiative to obtain independent expert verification; as such,



no expert opinion or material evidence has been adduced to substantiate the claim, despite being specifically called upon to do so. Instead, the complainant solely relies on subjective observation and personal conjecture, asserting that airbags should have deployed based on damage alone, without producing any supporting proof. When specifically asked under the Questionnaire as to whether there was evidence supporting a manufacturing defect, the complainant plainly admitted that no such proof existed and that such a claim was based purely on his personal perception. Therefore, the burden of proof for establishing a manufacturing defect has not been discharged by taking recourse to the mode available under Section 13(1)(c) of the Act especially in a case of this nature where expert evidence is essential to establish the existence of a defect. In the absence of expert evidence or any technical corroboration, the complainant cannot succeed on an empty idea derived from his own understanding. This principle has been consistently upheld in prior decisions, including *Maruti Udyog Ltd. v. Hasmukh Lakshmidhand & Another* (2009

SCC Online NCDRC 74), *Sushila Automobiles Pvt. Ltd. v. Dr. Birendra Narain Prasad Doranda & Ors.* (2010 SCC Online NCDRC 144), etc.

Furthermore, the complainant received full insurance settlement for the accident but withheld relevant details, particularly the exact sum received, in his pleadings. Contradictions in his statements further undermine his credibility, in that, at one point, he asserts that he purchased the vehicle personally; elsewhere, he states that the company purchased it for his use. These inconsistencies appear designed to circumvent the limitations imposed by the commercial purpose of the vehicle, potentially mischaracterizing the nature of use in order to support a personal claim. He also made inconsistent claims regarding injuries, asserting minor injury despite the police accident report clearly noting that “no one got any injury.” Additionally, there is no medical documentation or bills to corroborate the alleged injuries. Collectively, these discrepancies demonstrate a lack of



clean hands and suggest that the complaint is being pursued opportunistically rather than on legitimate grounds.

As such, the claim for compensation, purportedly nearing about a crore, is wholly unsubstantiated. It is well settled that claims for damages must be pleaded and proved, and no forum or court can award compensation in the absence of proper evidence. This principle has been recognized in *Dileep Nevatia v. State Bank of India* (2015 (5) SCC Mh.L.J. 105, para 18), *DLF Homes Panchkula Pvt. Ltd. v. Sudesh Goyal & Ors.* ((2020) 16 SCC 318, para 16), and *Charan Singh v. Healing Touch Hospital & Ors.* ((2000) 7 SCC 668, para 12). The present case mirrors these circumstances and, for these reasons, the complaint is devoid of merit & cause of action and liable to be dismissed at the threshold; learned counsel pleaded, ultimately.

8. Almost submitting on the same lines as that of the Manufacturer, learned counsel for the 2nd OP/Dealer adds that the allegations levelled by the complainant are

highly misplaced and misconceived, particularly insofar as they pertain to the insurance coverage of the vehicle. While the complainant has attempted to ascribe blame to the Dealer for purported deficiencies in the insurance policy, the records show that a comprehensive insurance package, fully compliant with the requirements of the Registration Authority, was offered to him at the relevant time, explaining the availability of various add-on coverage including enhanced protections and optional extensions, all of which were fully disclosed and made available for consideration; however, acting of his own volition, he chose not to avail himself of these additional options and instead opted for the standard policy. As such, he cannot, at a subsequent stage, seek to challenge the adequacy or scope of the policy which he himself selected and retained.

The principle is clear that a choice voluntarily exercised by a consumer, fully informed of the available options, cannot subsequently form the basis for a complaint against the service provider. In fact, an



opportunity was afforded to the customer to revert to the Dealer within a stipulated period of fifteen days in the event of any disagreement, discrepancy or requirement for modification in the policy coverage; however, by retaining the policy without raising any objection during this period, he effectively demonstrated and confirmed acceptance of the terms and conditions. Therefore, he cannot argue that the Dealer secured an inadequate policy, since everything was done at the exercise of his own option. Inasmuch as there is no factual or legal basis to attribute any lapse or deficiency to the Dealer, the complainant cannot seek any sort of relief against them and, hence, the complaint is liable to be dismissed in limine; learned counsel pleaded finally.

9. Upon a careful consideration of the submissions made by the parties, read in conjunction with the materials placed on record, the following issues emerge for determination:-

A. Having regard to the nature and circumstances of the accident, the official accident certificate/Ex.A6, recording that no injuries were sustained, the Technical Report/Ex.A7, describing the accident dynamics and the performance of the vehicle's safety systems, and the absence of documentary evidence on the side of the complainant, whether the non-deployment of the airbags can be attributed to a manufacturing defect or whether the airbags did not deploy because the accident conditions did not meet the

***parameters prescribed for
airbag activation?***

***B. Whether the
complainant's failure to have
recourse to the procedure
under Section 13(1)(c) of the
Consumer Protection Act,
1986 for independent expert
testing of the vehicle, and the
absence of any expert or
technical evidence, affects the
sustainability of his
allegation of a manufacturing
defect or non-installation of
airbags?***

***C. Whether the
complainant is entitled to any
relief against the dealer on
the ground that an insurance***



policy different from the promised Platinum Category policy was issued, despite the complainant having accepted and retained the policy after being informed of the available options?

10. Coming to **issue-A**, it revolves around the complainant's allegation that the non-deployment of airbags during the accident in question is indicative either of a manufacturing defect in the vehicle or, in the alternative, of the complete absence of airbags, and the categorical denial of such allegation by the manufacturer and the dealer, who attribute the non-deployment to the specific dynamics and pattern of the accident itself.

The complainant's factual perspective, in substance, is that he purchased the subject vehicle primarily influenced by the safety assurances and representations made by the manufacturer as well as the



dealer, including the claim that the vehicle was equipped with as many as twelve airbags intended to safeguard occupants in the event of serious accidents. That being so, while driving the vehicle on the relevant date, the vehicle met with an accident involving a container lorry and, owing to the sudden application of brakes by the lorry, the complainant's vehicle slid into the rear portion of the said lorry and the collision was of such severity that the entire front portion of the vehicle suffered extensive damage, however, despite the magnitude of the impact, none of the airbags was deployed and such non-deployment is wholly inconsistent with the safety claims made by the manufacturer. Substantial reliance is placed upon the photographs taken after the accident to demonstrate the extent of frontal damage and to contend that such damage, by itself, establishes that the impact was sufficient to trigger airbag deployment. The complainant also advances a further notion that the visible absence of airbags after the accident, coupled with the large frontal damage and velocity of impact, allows a reasonable inference that the

airbags may have been absent altogether. In his view, the very fact that he cannot see the airbags physically post-accident supports his claim. He further asserts that the non-deployment of airbags resulted in shock, irritation to his left eye and tearing of tissue in his left hand, and raises a broader apprehension that, had the accident been more severe, the failure of the airbags could have resulted in grievous injury or even loss of life. On this factual foundation, the complainant seeks to draw only two possible inferences - either the airbags were present but failed to deploy due to a manufacturing defect or the airbags were not installed at all, both of which, according to him, constitute serious manufacturing defects rendering the vehicle unsafe. In order to overcome the absence of technical evidence, the complainant invokes the doctrine of *res ipsa loquitur* and places reliance on *Hyundai Motor India Ltd. v. Shailendra Bhatnagar* (cited supra) to contend that expert evidence is not mandatory where the surrounding circumstances and photographs, according to him, speak for themselves.



Per contra, the manufacturer, supported by the dealer, disputes both the factual and inferential premises of the complainant's case. It is their consistent stand that airbag deployment is not governed by the visual extent of damage or by the subjective perception of the severity of the accident, but by calibrated sensors and algorithms designed to detect specific thresholds of deceleration and force acting upon rigid structural members in defined directions, particularly the longitudinal axis of the vehicle. They place reliance, first and foremost, on the contemporaneous police accident certificate under Ex.A6, which unequivocally records that none of the occupants of the vehicle sustained any injury in the accident. According to them, this contemporaneous public document directly contradicts the complainant's later/new claim of bodily injury and reinforces the conclusion that the vehicle's passive safety systems functioned effectively. More crucially, reliance is placed on the Technical Report marked as Ex.A7, which came into existence pursuant to a detailed inspection of the vehicle conducted after the accident with

the complainant's knowledge, request and express consent. The said Technical Report records that the accident was an under-ride collision, occasioned by the difference in height between the subject vehicle and the container lorry, as a result of which the front portion of the vehicle slid beneath the rear end of the truck. The report further records that, in the entire accident sequence, none of the rigid structural members of the vehicle including the longitudinal chassis members, engine, sub-frame or transmission unit was impacted in the longitudinal or lateral directions. According to the report, the impact occurred primarily in the upper and relatively softer regions of the vehicle's front structure, thereby bypassing the rigid load paths required to generate the deceleration forces necessary to trigger the airbag sensors. On this technical foundation, the report concludes that the conditions precedent for airbag deployment were not met, that the airbags functioned precisely as designed and that the vehicle's self-diagnostic restraint system indicated no fault or malfunction. The report also notes the possibility of improper seatbelt usage by the front

passenger, though this observation is not treated as determinative.



Be that as it may, it is of considerable relevance that the complainant has neither challenged the authenticity of Ex.A7 nor produced any technical material to discredit the findings recorded therein. Despite being expressly informed or called upon by the manufacturer themselves of his statutory right to have the vehicle referred to an appropriate notified laboratory for independent expert evaluation under Section 13(1)(c) of the Act, the complainant chose not to invoke such procedure. No expert opinion or independent mechanical analysis has been placed on record to demonstrate that the airbag system was defective or absent. On the contrary, from the following question and answer recorded in the Questionnaire:

“19. Is there any evidence on record to support your allegation that the vehicle suffered from a manufacturing defect? It is put to you that there

was no manufacturing defect in the vehicle and the safety features of the car functioned as they were supposed to.

**Ans: I have no documentary proof to substantiate my claim that the vehicle suffered from manufacturing defect, and I have made such statement of Inherent Manufacturing Defect based upon my own experience as the Air bags did not open despite the car suffered huge damage on account of the accident.
.....”**

it could be well fathomed that the complainant candidly admitted that his allegation of manufacturing defect rests solely on his personal understanding derived from the visible damage to the vehicle and the fact that the airbags did not deploy. It is also of significance that the subject vehicle was admittedly declared a total loss and the complainant consented to its being treated as scrap for the



purpose of insurance settlement. Despite harbouring serious allegations regarding non-deployment of airbags and manufacturing defect, the complainant did not place any material to show that he made even a minimal effort to preserve the vehicle or to ascertain its availability for being subjected to scientific examination under Section 13(1)(c) of the Act. The physical unavailability of the vehicle for independent testing is thus a consequence of the complainant's own conduct and he cannot have any grievance against the existing technical report that culminated only after his own initiatives.

Further, his reliance on photographs and the notion that non-visibility of airbags after the accident proves absence also requires careful consideration. Technically, airbags, when deployed, inflate in milliseconds and immediately deflate or retract, and when they have not deployed at all, they are concealed behind panels. Consequently, visual absence post-accident cannot, logically or technically, confirm non-installation. The

photographs showing extensive external damage do not contradict Ex.A7, which explains that no rigid chassis members or critical structural members were impacted longitudinally. It follows, therefore, that visible damage to the front fascia, hood, or bumper cannot be equated with the requisite forces for airbag activation. The expectation that a consumer could visually identify airbags in an undeployed condition is not grounded in engineering reality, and legal proof of defect cannot rest on such subjective perception.

The reliance placed on *Hyundai Motor* would in no way be helpful to this instance for the reason that, in that case, the Hon'ble Supreme Court upheld concurrent findings of the State Commission and the National Commission holding the manufacturer liable for defect in the airbag system. The Court accepted the application of *res ipsa loquitur* and held that expert evidence was not mandatory in the peculiar facts of that case. However, ***the factual and evidentiary matrix*** of *Hyundai* materially

differs from the present case on several critical aspects, like
the ones given below:



- **Concurrent findings of defect:** In *Hyundai*, both the State Commission and the National Commission had already recorded findings of defect based on appreciation of evidence. The Supreme Court was not examining the issue as a court of first instance.
- **Existence of injuries:** The accident in *Hyundai* resulted in injuries, which lent corroborative support to the inference that the safety mechanism failed. In the present case, Ex.A6/accident certificate expressly notes that no occupant sustained any injury, and **there is no medical evidence to the contrary.**
- **Absence of a detailed, unrebutted technical report:** In *Hyundai*, there was

no detailed, uncontroversial engineering report akin to Ex.A7 explaining, with specificity, why airbag deployment was not warranted, whereas, here, the report provides a coherent technical explanation that remains wholly unchallenged.

• **Failure to invoke Section 13(1)(c):**

The Supreme Court in Hyundai did not hold that expert evidence can never be required. It held that expert evidence may be dispensed with where facts are self-evident. In the present case, however, the existence of a technical report explaining non-deployment renders the matter no longer self-evident, thereby necessitating rebuttal by expert evidence—which is absent.

Therefore, here, the doctrine of *res ipsa loquitur* cannot be mechanically applied to override credible and un rebutted

technical evidence, demonstrating design-compliant functioning of the airbag system. Having distinguished the above ruling, on the facts, it serves no useful purpose to separately engage with the complainant's argument regarding punitive or exemplary damages, as such discussion would be entirely superfluous.

Regarding the other decision relied upon by the complainant, in *CG Power & Industrial Solutions Ltd. v. Mercedes-Benz India Pvt. Ltd. (cited supra)*, of course, the National Commission dealt with an instance of under-ride collision and examined the defence that airbags deploy only under specific impact conditions. Remarkably, the Commission held that if such limitations exist, they must be clearly disclosed to the consumer, and failure to do so may amount to unfair trade practice, whereas, the present case stands on a materially different footing:

- *There is no evidence of non-disclosure of airbag functioning limitations in marketing literature or the owner's*



manual; notably, the complainant has not produced either the manual or brochure of the vehicle.

- *No element of unfair trade practice has been established.*
- *Most significantly, there exists a contemporaneous accident certificate recording no injuries, coupled with an unrebutted technical report explaining why airbag deployment was not warranted.*

Further, *CG Power* does not lay down a rule that airbags must deploy in every under-ride collision, nor does it dispense with the requirement of proof when a technical explanation exists and remains unchallenged.

On the contrary, the rulings cited by the OPs viz., *Maruti Udyog Ltd.* and *Sushila Automobiles Pvt. Ltd.* are very much relevant as those decisions pointedly well underscore the legal principle that a manufacturing defect

must be proved by cogent evidence, ordinarily through expert testimony and both decisions reinforce the proposition that:



- *Manufacturing defects cannot be presumed merely because an accident has occurred; and*
- *Expert evidence under Section 13(1)(c) is ordinarily required where the defect alleged is technical in nature.*

Here, in the absence of expert evidence, independent analysis or any material discrediting Ex.A7, and having regard to the contemporaneous police record, the complainant's own admissions, and the settled principles governing proof of manufacturing defect, the mere non-deployment of airbags, without more, cannot be elevated to proof of defect or non-installation. Emotional appeal to hypothetical risk, subjective inference based on visual absence of airbags or reliance on photographs of external damage cannot substitute for technical proof in the context

of a sophisticated supplemental restraint system governed by engineering parameters. The allegation that the non-deployment of airbags was attributable to a manufacturing defect or non-installation does not stand substantiated, and Issue No.1 is accordingly, answered against the complainant.

11. Insofar as **Issue-B** is concerned, it revolves around the statutory framework provided under Section 13(1)(c) of the Act, which affords a complainant the right to refer the product, in this instance the vehicle, to an appropriate testing or research center notified under the Act for independent expert evaluation of alleged defects. Although this aspect was lightly touched upon in Issue-A, for the purpose of underscoring the complainant's non-exercise of statutory remedies, it is relevant to note that the vehicle appears to have been declared a total loss, with insurance claimed, thereby precluding the complainant from even attempting to avail the procedure under Section 13(1)(c).



The complainant, despite raising allegations of a manufacturing defect manifesting in the non-deployment of airbags during the accident, has neither invoked this statutory mechanism nor produced any independent expert or technical evidence to substantiate his claim. The statutory provision under Section 13(1)(c) is not a mere procedural formality; rather, it embodies a substantive right of the consumer to have an objective and independent assessment of a suspected defect. By not availing this mechanism, the complainant cannot rely solely on accident photographs or subjective impressions to assert a manufacturing defect.

It must also be emphasized that reliance on speculative assertions regarding potential injury risk, hypothetical consequences of non-deployment or visual perception of airbags that did not inflate, while rhetorically compelling, cannot substitute for the evidentially anchored proof required by law. The complainant's omission to exercise the statutory right under Section 13(1)(c),

especially in the context of the vehicle being declared a total loss, constitutes a deliberate non-exhaustion of a clearly available procedural channel intended to ensure objective evaluation. Examining the matter solely from the lens of procedural compliance, it is evident that the complainant has failed to discharge the burden imposed by law to prove a manufacturing defect. The statutory scheme contemplates that, in the absence of independent expert evaluation, any assertion of defect remains unsubstantiated, irrespective of the accident dynamics or subjective impressions. The onus to prove the defect rests squarely on the complainant, and in the present factual matrix, this burden remains unfulfilled. Therefore, from a purely legal standpoint, the claim of a manufacturing defect or non-deployment of airbags cannot be sustained. Any reliance on untested assumptions, speculation or non-expert inferences would be inconsistent with the rigor demanded by law and the principles of product liability and consumer protection. Consequently, the issue is answered against the complainant.



12. Turning to **issue-C**, the point primarily concerns the principles of *voluntary consent, informed choice, and contractual autonomy* in the context of ancillary services offered at the time of vehicle purchase, specifically the selection of an insurance policy. It is settled law that a consumer's entitlement to relief under the Act, presupposes the existence of *material misrepresentation, coercion or deprivation of choice*, which would vitiate the voluntariness of the transaction. In the present case, it is not disputed or denied that the complainant was apprised of the available insurance options by the dealer and there is no evidence to suggest any misrepresentation, compulsion or concealment by the dealer. From a legal point of view, the principle of ***volenti non fit injuria*** (to a willing person, injury is not done) is instructive in this context: where the complainant knowingly and voluntarily accepts a contractual option, the law will not permit subsequent claims predicated on dissatisfaction with that choice. The mere assertion that a different policy could have been issued does not, without more, constitute a violation of consumer rights, especially

in the absence of deception or error on the part of the dealer. The complainant's informed acceptance or retention of the selected policy demonstrates both awareness and acquiescence, negating any claim of unilateral or improper action by the dealer. Furthermore, the allegation cannot be sustained merely on the basis of **post hoc regret** or **hypothetical preference**. The consumer protection framework envisages redress where actionable deficiencies, defects or unfair trade practices exist; however, the complainant's claim relates solely to a matter of personal choice, not to a legally recognizable defect or misrepresentation in the product or its ancillary services. The Dealer seemed to have complied with the contractual obligations, including disclosure of policy terms and options, and the complainant's decision was **expressly voluntary**. A careful analysis of the documents, the statutory provisions and the governing principles of law leads inexorably to the determination that the complainant cannot claim relief in respect of the insurance policy issue, for, his voluntary selection and acceptance of the policy



precludes any allegation of misconduct or statutory violation by the dealer. Any attempt to construe dissatisfaction as actionable prejudice would be inconsistent with established legal principles and the objective of the Consumer Protection Act, which seeks to safeguard **legitimate consumer interests** rather than to provide redress for mere personal preference or hindsight dissatisfaction. Accordingly, the issue is answered against the complainant.

13. Now, to sum up the discussion –

I. *On a wholesome consideration of the factual matrix, the technical evidence adduced, statutory safeguards and principles settled by binding precedents, the complainant's allegations fail to establish a sustainable claim against the manufacturer or dealer.*

II. *The complainant bears the onus of proving a manufacturing defect and mere assertions,*

photographs or speculative impressions cannot substitute for formal, technical or expert evidence and allegations of defect must be evidentially anchored in demonstrable fact, particularly where the product involves sophisticated engineering mechanisms such as a supplemental restraint system.

III. *The doctrine of **res ipsa loquitur** applies only where the factual matrix permits a reasonable inference of defect such as the presence of actual injuries or uncontroverted evidence of frontal impact sufficient to trigger safety systems and in the present case, where the police record indicates no injury and the vehicle sustained an under-ride impact bypassing rigid structural members, the doctrine cannot override unchallenged technical explanation.*



IV. Evidence adduced by the manufacturer including detailed engineering assessments in the form of a technical report provides a coherent/scientifically substantiated rationale for the non-deployment of airbags explaining that the conditions requisite for activation were not met and such evidence, un-rebutted by independent expert evaluation or scientific analysis, remains determinative.

V. The complainant's omission to avail the statutory right under Section 13(1)(c) of the Act, namely to refer the vehicle to a notified testing center for independent evaluation, critically undermines the credibility of his claim and this procedural safeguard, being substantive in nature, ensures objectivity, fairness and scientific verification and its deliberate non-exhaustion weighs heavily against any assertion of manufacturing defect while, in the

context of a vehicle declared a total loss post-accident, the complainant's failure to even attempt preservation or presentation of the vehicle for independent testing underscores a lack of due diligence.

VI. *Where technical, contemporaneous and credible evidence remains unchallenged and the complainant fails to discharge the burden of proof or utilize available statutory channels, claims of manufacturing defect or non-deployment of safety features cannot, in law or logic, be sustained and speculative assertions regarding hypothetical injury risks cannot substitute for concrete proof.*

VII. *The complainant's arguments coined from the reliance on **Hyundai Motor** for punitive damages, while rhetorically persuasive, are factually and legally inapposite and having distinguished the factual matrix and*



evidentiary context of those authorities, there is no useful purpose in engaging the segment on punitive relief, any discussion thereof being superfluous.

VIII. *With respect to ancillary services, specifically the issuance of an insurance policy, the complainant voluntarily elected a particular policy after being fully informed of all available options and principles of voluntary consent, informed choice and contractual autonomy preclude relief where no misrepresentation, coercion or concealment is demonstrated while mere post hoc dissatisfaction or hindsight preference does not constitute a legally actionable violation of consumer rights.*

IX. *In sum, the complainant has failed to establish any actionable deficiency, defect or unfair practice whether in relation to the vehicle's airbags or ancillary services and the*

cumulative effect of unchallenged technical evidence, procedural non-exhaustion, voluntary selection and absence of demonstrable harm leads inexorably to the conclusion that the allegations are legally tenuous and factually unsupported.

14. In view of the above, this Commission holds that no case is made out by the complainant as against either of the OPs and the complaint is liable to be dismissed as devoid of any merit.

15. Net result, the complaint fails and it stands dismissed. No costs.

sd/r
R.SUBBIAH, J.
PRESIDENT.

LIST OF DOCUMENTS MARKED ON THE SIDE OF THE COMPLAINANT

<u>Sl.No.</u>	<u>Date</u>	<u>Description of Documents</u>
Ex.A1	31.05.2014	Copy of Invoice given by Mercedes Benz
Ex.A2	02.06.2014	Copy of Temporary Registration Certificate
Ex.A3	27.06.2014	Copy of Form 20 for registration



Ex.A4	27.06.2014	Copy of Sale Certificate
Ex.A5	30.06.2014	Copy of Bajaj Allianz Insurance Certificate
Ex.A6	04.07.2014	Copy of Accident Certificate issued by Pudukkottai Police Station
Ex.A7	21.08.2014	Copy of Technical Report given by the 1 st opposite party
Ex.A8	09.07.2015	Copy of notice to the opposite parties 1 & 2
Ex.A9	12.08.2015	Copy of reply given by the 1 st opposite party
Ex.A10	24.08.2015	Copy of reply given by the 2 nd opposite party
Ex.A11	--	Photos

LIST OF DOCUMENTS MARKED ON THE SIDE OF THE 1ST OP

<u>Sl.No.</u>	<u>Date</u>	<u>Description of Documents</u>
Ex.B1	--	Copy of Affidavit in Evidence of Mr. Rameshwar A. Jagtap, Deputy General Manager Legal Affairs & Secretarial on behalf of Opposite party No.1 (viz. Mercedes-Benz India Private Limited)
Ex.B2	--	Annexure 'A' A copy of standard Warranty Terms & Conditions applicable to complainant's vehicle
Ex.B3	--	'Annexure 'B' A copy of each of ISO 9001, ISO 9002, VDA 6.1 & TS 16949 certification from International Agencies obtained by the 1 st opposite party
Ex.B4	04.07.2014	Annexure 'C' A copy of Certificate issued by the Police Inspector, Pudukkottai Police Station, Tuticorin District
Ex.B5	21.08.2014	Annexure 'D' A copy of Technical Report by the 1 st opposite party

sd/-
R.SUBBIAH, J.
PRESIDENT.



STATE CONSUMER DISPUTES REDRESSAL COMMISSION, CHENNAI
TAMIL NADU

Free certified copy

Case No. CC No. 242/2017
Serial No. of the Application -
Date of receipt of Application -
Name of the applicant -
Date of disposal 31.12.2025
Date of preparation of Copy 12.3.2026
Date of dispatch of free certified copy of order
By Hand 23.3.2026
By Post -

R. Hotion
REGISTRAR
STATE COMMISSION, CHENNAI
TAMIL NADU

BH
12/3/26