

Certified To be True Copy  
06/04/2026  
Section Officer  
National Consumer Disputes  
Redressal Commission  
New Delhi-110023

**IN THE NATIONAL CONSUMER DISPUTES REDRESSAL COMMISSION  
AT NEW DELHI**

**NC / CC / 399 / 2014**

1. HARVINDER SINGH BHULLAR  
S/o Shri Sardook Singh Bhullar  
R/o E-69, G. K. Enclave-1,  
New Delhi – 110 048

2. JATINDER PAL SINGH  
S/o Shri S. S. Giani,  
R/o 6/13, Vasant Vihar,  
New Delhi – 110 057

... COMPLAINANTS

Versus

1. JAGUAR LAND ROVER  
Abbey Road,  
Whitley, Coventry, CV3 4LF,  
United Kingdom

2. JAGUAR LAND ROVER  
TATA Motors Limited  
202/203, Ceejay House  
Shivsagar Estate, Worli,  
Mumbai – 400 018

3. AMP MOTORS  
Jaguar & Land Rover,  
A-5, MCIE, Mathura Road,  
New Delhi- 110 044

... OPPOSITE PARTIES

**BEFORE:**

**HON'BLE MR. JUSTICE A. P. SAHI, PRESIDENT  
HON'BLE MR. BHARATKUMAR PANDYA, MEMBER**

**At the time of Arguments**

For the Complainant

: Mr. H. S. Bhullar, Advocate  
Mr. Sarthak Aggarwal, Advocate  
Ms. Yashi Gupta, Advocate  
Ms. Shilvin Marandi, Advocate  
Ms. Mehar Kaur, Advocate

For the Opposite Party No.1 & 2

: Mr. Pravin Bahadur, Advocate  
Ms. Seema Sundd, Advocate  
Mr. Rituraj Srivastav, Advocate  
Mr. Snehil Srivastav, Advocate  
Mr. Rahul Sharma, Advocate  
Mr. Ishan K. Jha Advocate



For the Opposite Party No.-3

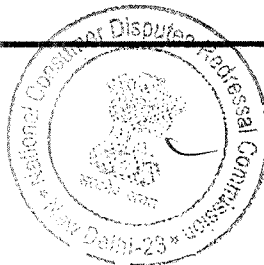
: Mr. Chandan Malik, Advocate

**PRONOUNCED ON 02<sup>nd</sup> APRIL, 2026**

**ORDER**

**A. P. SAHI, J (PRESIDENT)**

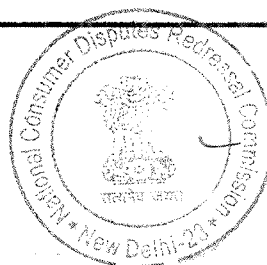
1. The dispute raised through this Complaint is about a deficiency in a Jaguar Land Rover "Autobiography" model vehicle manufactured in the year 2009 by Opposite Party No. – 1, marketed through Opposite Party No. -2 and sold by the Dealer Opposite Party No.-3, M/s AMP Motors Private Limited. It is not in dispute that the said vehicle with a three year warranty coverage was purchased by M/s Naunidh Overseas Private Limited through its Director, Complainant No.-2, Mr. Jatinder Pal Singh, a resident of Vasant Vihar, New Delhi. The vehicle is stated to have been purchased on 29.03.2010 and consequently the warranty of 3 years continued till 28.03.2013.
2. The Complainant No.-1 states that he is a close friend of Complainant No.-2 and he was driving the vehicle on 11.12.2013 while he was on his way to Jaypee Green Golf Course, Greater Noida for a Golf Game. According to Complaint No.-1 the vehicle was at a speed of 90 km/hour when a stray Blue Bull jumped over the fence of the road all of a sudden and the vehicle hit the said bull which collision caused extensive damage to the vehicle. The Complainant was being followed by two of his friends who had also gone to play golf. The Complainant was retrieved from the vehicle by them.



3. The grievance of the Complainant is that on the collision and its impact, the airbag of the driver side failed to deploy whereas the airbag of the passenger seat besides the driver, which was unoccupied at the time of the accident, was activated and spontaneously deployed.
4. The entire grievance of the Complainant is the non-deployment of the airbag of the driver's seat whereas the airbag of the passenger's seat had deployed. This deficiency is alleged to be a serious defect and has been described as a manufacturing defect that could have resulted in serious consequences. The Complainant alleges that on this sudden impact, the Complainant hit his head with the steering wheel and later on came to know that he has suffered injuries. The Complainant No.-1 also suffered a massive trauma.
5. A report to the police station was made on the same day and a translated copy of the said information tendered before Police Station, Kasna, District Gautambudh Nagar, Uttar Pradesh is extracted herein under:

*"To,  
SHO, Police Station Kasna  
Janpad Gautam Budh Nagar  
Uttar Pradesh  
Sir,*

*That today in the morning 11.12.2013 at 06.10 a.m. I was driving to Jaypee Greens Golf Course in vehicle DL12C2515 while coming from Delhi a blue bull hit **my vehicle** in between the area i.e. 0.2 to Pari Chowk and due to which **my car has been damaged***

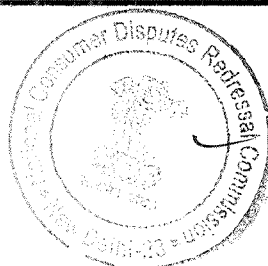


*severely from its front side. Therefore your goodself is requested to take a relevant action.*

*Applicant*

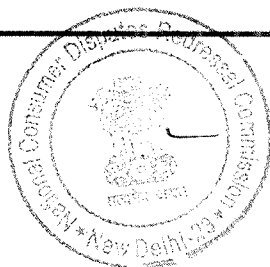
*Sd/-  
Harvinder Singh Bhullar  
S/o Sh. Sardook Singh  
Resident SPA-202 Tower-3,  
Jaypee green Golf Apartments  
Greater Noida (UP)  
9873224400  
11.12.2013"*

6. It has come on record that after the accident the vehicle was sent for repairs as it was under an insurance coverage. On 07.01.2014 a Complaint was dispatched to M/s Jaguar Land Rover in United Kingdom, and to its marketing office in Mumbai, C/o Tata Motors Limited. A reply is said to have been received from one Mr. Benaifer Mody, Customer Relations Official of M/s Jaguar Land Rover promising prompt action. A phone call was also received from one Mr. Arindam Bhattacharya, General Manager of the Dealer M/s AMP Motors. It is also stated that a reply was once again received from Mr. Benaifer Mody when it was informed that an investigation would be held with an analysis of the crash module to be carried out by a specialist in the United Kingdom to find out as to whether the airbag deployment during the incident was in accordance with the safety standards or otherwise.
7. The Complainant No.-1 has alleged that communications were made calling upon the Company to either replace the vehicle or to deliver a new



vehicle with atleast a 5 year warranty. A reply was received on 21.01.2014 without addressing the issues raised by the Complainant.

8. The vehicle was repaired with part of the coverage being shared by the Insurance Company and the rest of the amount was paid by the Complainant. The vehicle was brought on road and according to the Complainant No.-1, since the Complainant No.-2 was his friend and he did not wish to continue with the vehicle on account of his superstition about an accidented vehicle, Complainant No.-1 in order to compensate him as a gesture of goodwill and also his desire to own this high end vehicle, offered to purchase it for which a mutual agreement was arrived at. The Complainant No.-1 purchased the vehicle on 31.01.2014 for approximately 65,00,000/- from Complainant No.-2.
9. The vehicle stood thereupon transferred to the Complainant No.-1 bearing Registration No. DL-12C 2515.
10. The Complainant No.-1, Mr. Bhullar then dispatched a legal notice to the Opposite Parties on 18.02.2014 calling upon them that since the Opposite Parties have failed to address the grievances of the Complainant, the Complainant would be compelled to take legal action. It was also alleged that the delivery of the vehicle could not be taken because of the non-supply of the crash module test as promised by the Opposite Parties.
11. Thus, the failure in the deployment of the airbag in the driver's seat with the corresponding opening of the airbag on the passenger's seat which



was not occupied led to this dispute with allegations and with a claim of replacement or recall of the vehicle or to give an extended warranty on the vehicle with the assurance of proper functioning of airbags and finally to compensate the Complainant with an amount of Rs.5 crores for the trauma undergone.

12. The communication between the Complainant and the Company have been brought on record. The reply received from Mr. Benaifer Mody on 13.01.2014 from the Mumbai office of Jaguar Land Rover / Tata Motors is extracted herein under:

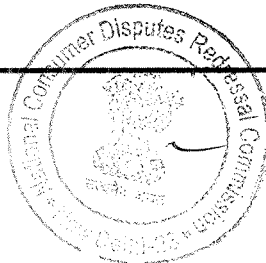
*"Dear Mr Bhullar,*

*Greetings from Jaguar Land Rover.*

*We are in receipt of your mail to our Company. As we are responsible for addressing all customer concerns across the Indian market, we shall be addressing your concern below.*

***We apologise** firstly, for the inconvenience caused to **you** **in regard to your airbag incident** during the unforeseen accident you speak of below. We are glad to know you and the passengers in the car are safe.*

***Please give us some time to investigate the matter** with our dealership and our teams internally, post which we shall certainly be in touch with you with a more comprehensive response.*



*Rest assured that your safety is our top most priority and all JLR vehicle are manufactured and tested, keeping in mind the highest safety standards for our customers.*

*Prompt action is being taken to address your concern on top priority and **you shall receive our response on the same latest within the next 48 hours.***

*Thanking you for your kind co-operation in the matter.*

*Warm regards,  
Benaifer Mody  
Customer Relations  
Jaguar Land Rover  
Tata Motors Ltd.  
202/203 Ceejay House,  
Shivsagar Estate, Worli Mumbai-400 018  
Direct Line: 022 67241970"*

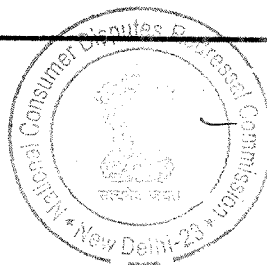
13. This was followed by his second communication dated 16.01.2014 which is extracted herein under:

*"Dear Mr Bhullar,*

*Greetings*

*Our teams have been working very closely with the dealership to **analyse your case in detail.***

*We would like to assure you that our vehicles are made in line with high standards of quality and safety which are inspected and tested to ensure they adhere to those standards.*



However, since you have reported this issue to us we will investigate this further.

**An analysis of the Crash Module will be carried out by specialist in the UK to establish whether the Airbag deployment during this incident is in line with the Safety Standards.**

**This analysis will take a few weeks** and hence we request that the **repair of this Vehicle continue in the meanwhile.** We shall strive to get back to you as soon as we can. The Vehicle once repaired will be restored to specification and meet worldwide safety standards.

Our team shall ensure you are kept timely updated on progress of work on both your vehicle and the case.

Assuring you of our constant support.

Warm regards,

Benaifer Mody

Customer Relations

Jaguar Land Rover

Tata Motors Ltd.

202/203 Ceejay House,

Shivsagar Estate, Worli Mumbai-400 018

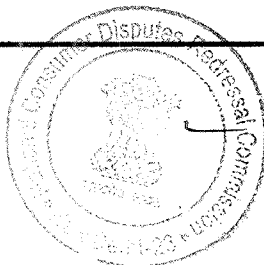
Direct Line: 022 67241970"

14. On receipt of the mail dated 13.01.2014, Complainant No.-1 wrote back to the Company which is extracted herein under:

"To,

Jaguar Land Rover,

Abbey Road,



*Whitley, Coventry,*

*CV3 4 LF*

*Subject: Complaint regarding safety issues in Range Rover (5.0 Petrol) Regn No SALLMAME3 09101419524508PS. Colour Santorini Black, MFG Dt. 2009 Registered By name: M/s Naunidh Overseas Pvt. Ltd., Address New Delhi*

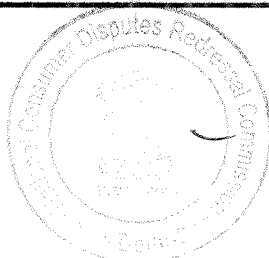
*Sir,*

*This is in regard to the letter I had send you, dated 07.01.2014 informing you about the accident I met with, driving the above said Range Rover, where the air bags on the driver's side, to my utter surprise, did not open. That on 13.01.2014, we received a mail from your side, where you assured us that your vehicles are made in line with high standards of quality and safety which are inspected and tested to ensure they adhere to those standards.*

*Further, you also confirmed to investigate this matter.*

*You also suggested of carrying out an analysis of the Crash Module by specialist in the UK to establish whether the Airbag deployment during the said incident, was in line with the Safety Standards.*

*As the analysis would take a few weeks, hence you proposed for the repairing of the said Vehicle in the meanwhile.*



We would like to bring to your notice here, that the parts ordered, shows that the **Driver Side Airbag did not open due to some major defect.**

**The Glass Windscreen broke from the left side due to opening of Front Passenger side Airbag where no one was sitting.**

The Test and analysis to be performed by your company at England would not be of any help here.

Rather, a Rigorous Check is required to be done on the vehicle here, as **it looks like it is a major manufacturing defect, compromising the safety and security of the driver,** that could have resulted in the loss of my life which is beyond any compensation. It is therefore, humbly requested that **you may kindly get the vehicle replaced or suggest any other alternative, such as, an exchange with a new vehicle or give an extended warranty for 5 years, at least.**

Will be looking forward for your reply."

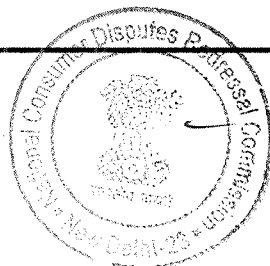
15. In a response to one of the mails a reply was received from M/s Jaguar Land Rover on 21.01.2014 which is extracted herein under:

**"In reply please quote our ref.**

RO: ND: L: 27706

January 21, 2014

To



Mr. H. S. Bhullar  
Bhullar Law Firm  
Advocates & Legal Consultants  
E-69, Greater Kailash Enclave-I  
New Delhi-110 048

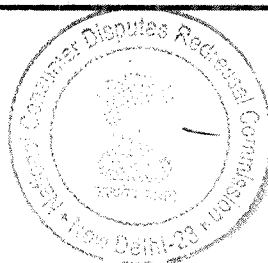
Your E-mail dated 18.01.2014 regarding the air bags in your Range Rover

We refer to your email dated 18.01.2014. allegedly addressed to the Jaguar Land Rover on behalf of your client Mr. Naunidh Overseas Pvt. Ltd. You are hereby informed that **we have called for a report** from our operations team. Your client's **case will be examined on the basis of report**, and **if the case of your client is found bonafide, we assure you that the same will be resolved.**

This is merely an interim reply and we do not at the moment, admit any liability or obligation as alleged or otherwise. However, in the meantime, if you/or your client decides to take recourse to any legal proceedings against us, it would be defended by us at your/ his own risks as to the costs and consequences thereof.

Thanking you,

For JAGUAR LAND ROVER LTD.,  
(Authorised Signatory)"



16. A certificate from one Mr. Andy Shaw the Global Customers Relation Manager of Jaguar Land Rover, was received on 21.02.2014 which is extracted herein under:

*21 February 2014*

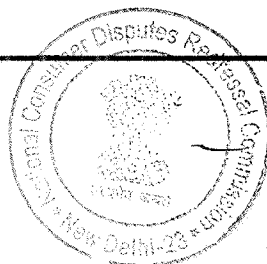
*To whom it may concern*

*RE: Range Rover - VIN: SALLMAME3AA315364*

*The Range Rover (2010MY) is fitted with a **frontal restraints system** consisting of **Driver and Passenger pre tensioner seatbelts** and **dual stage frontal airbags**. These are **designed to fire independently of each other** if the impact severity exceeds a certain limit.*

*These limits are set via a comprehensive set of frontal impacts and **also considers if the occupants are belted or unbelted**. As the dual stage frontal air bags are designed such that they can fire independently of each other **in this case, the Passenger airbag deployed, and the driver's seatbelt pre-tensioner was activated, as the unbelted threshold for the airbags had been exceeded and the Driver was wearing a seatbelt**.*

*As there was no occupant in the passenger seat, for increased safety, **the vehicle assumes an unbelted occupant***



**is present, hence fires the airbag to protect the potential unbelted occupant.**

**As the driver was belted, the seatbelt pre-tensioner was deployed to provide protection for the driver. From the data analysed, the damage is confined to the front bumper, grille, headlamp and bonnet panel.**

**There was not enough structural damage to warrant a deployment of the frontal driver airbag, concluding the restraints system has performed to design intent.**

*Yours faithfully*

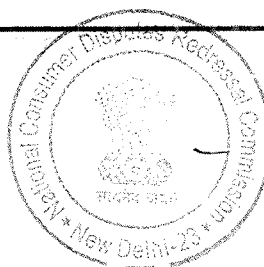
*Andy Shaw*

*JLR Global Customer Relations Manager"*

17. This intimation gave an explanation as to how the protection of the seatbelts operates as a pretensioner device and the frontal bags deliver a dual stage protection. According to the said certification the seatbelts and the airbags are designed to operate independently of each other in the event of a severe impact.

18. This report by Mr. Andy Shaw was made the basis for the Reply dated 14.03.2014 sent by M/s Jaguar Land Rover to the Complainant in response to the legal notice sent earlier.

19. The Complainant has argued that this report is something which has been prepared to justify the incorrect stand of the Opposite Parties whereas the

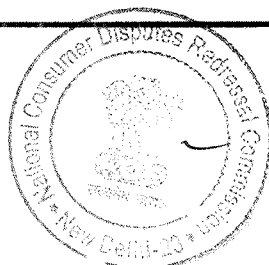


handbook and guide issued by the Jaguar Land Rover for the vehicle in question which is also on record nowhere indicates any such functioning of the seatbelts and the airbags independently or in conjunction with each other. The Complainant has also alleged that there is nothing in the manual to demonstrate that the airbags are designed in such a manner that one airbag will open and the other will not on the severity of the impact if one of the front seats is unoccupied.

20. It has also been contended by the Complainant that the user manual that has been placed on record nowhere indicates any segregated functioning of the airbags, separately following any collision either if one seat is occupied and another unoccupied. It has also been urged that the hand book also records that in a moderate frontal impact the airbags inflate sufficiently but in a severe frontal impact the airbags will fully inflate providing maximum protection, and both front airbags and the driver's knee bolster airbags will be deployed.

21. The submission on behalf of the Complainant is that this is a peculiar case where the airbag of the driver did not deploy and on the other hand the airbag of the unoccupied passenger seat opened.

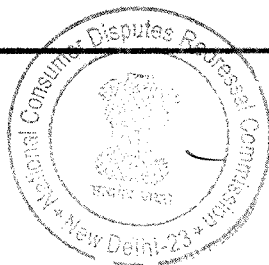
22. The Complainant also alleges that the Event Data Recorder (EDR) was analysed in order to confirm the functioning of the Supplementary Restrain System (SRS). The said component, namely the EDR had been taken by the Senior Technical Expert of Jaguar Land Rover for analysis.



23. It may be pointed out that during this period the vehicle had been repaired and was offered for delivery in 2014 itself. The Complainant has pointed out that it was through the letter dated 17.04.2014 that the vehicle was offered for delivery and on 18.04.2014 the delivery was agreed to be taken after a test drive without prejudice to the rights of the Complainant. Both these documents are on record.

24. It may be pointed out that after notices were issued Opposite Parties No. 1, 2 and 3 filed their replies. A joint Reply was filed on behalf of Opposite Party No.1 and 2 on 05.01.2015 and a separate simultaneous reply was filed by Opposite Party No.-3 dealer on the same date. Rejoinder was filed by the Complainant and the Complaint was taken up for consideration when on 09.04.2015 the following Order was passed:

*"The learned counsel appearing for the opposite parties states that the data analysis referred in the second last paragraph of the letter dated 24-02-2015 written by Mr. Andy Shaw which is available on page 42 of the reply filed by them is the technical report regarding restraint controlled module referred in the email dated 10-02-2014 and there is no report other than the aforesaid data analysis. The opposite parties are directed to file an affidavit in terms of the statement made by the learned counsel within 10 days.*



*The learned counsel for the complainants states that the complainants want to file an additional document. Be filed within two weeks. The opposite parties will also be entitled to file additional documents, if any, within two weeks.*

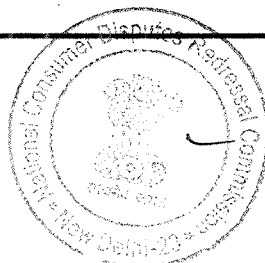
*Re-notify for directions on 25.05.2015."*

25. The Order therefore required the technical report of the restraint control module referred to in the mail sent by the Opposite Parties to the Complainant to be filed through an affidavit.
26. Interrogatories were thereafter served by the Complainant to be answered by the Opposite Parties and vice versa. The parties exchanged their interrogatories and answers that stand recorded on 30.11.2015 whereupon they were called upon to file their Written Synopsis.
27. Cross examination was permitted and an order was passed on 26.08.2016 which has a bearing on the controversy. The same is extracted herein under:

*"IA/7074/2016 (For cross-examination)*

*The opposite parties no. 1 & 2 are directed to either admit or deny on oath, the documents which are Annexures A & B to I.A. No. 7074 of 2016, within four weeks from today.*

*It transpired during the course of hearing that one component in the vehicle described as EDR by the complainants and as RCM by the opposite parties was replaced by respondent no. 3 when the vehicle was taken to their workshop. The learned counsel for respondent no. 3 states that the aforesaid component*



was taken by the Senior Technical Expert from JLR. The OPs no. 1 & 2 are directed to retrieve the data contained in the aforesaid component and file the same before this Commission with a copy to the complainant within four weeks from today. The data so retrieved and filed before this Commission shall be supported by an affidavit of the official who retrieves it in compliance of this order. The application stands disposed of.

IA/5106/2016 & IA/5107/2016 (For placing additional documents, directions)

*Reply if any, can be filed within two weeks from today.*

*Re-notify on 03.10.2016 for directions.*

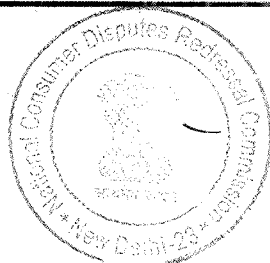
CC/399/2014

*List on the date already fixed i.e. 24.11.2016 for final hearing.*

*Copy of this order be given Dasti."*

28. The Opposite Party No. 1 and 2 were directed to retrieve the data contained in the EDR and place it on record. The matter was taken up on 03.10.2016 when it was informed that the equipment had been manufactured by M/s Bosch to whom the same has been sent and after analysis the report would be provided. The Order dated 03.10.2016 is extracted herein under:

*"The learned counsel for the OP Nos. 1 & 2 states on instructions that the analysis report dated 21.2.2014 was prepared by Mr. Andy Shaw without seeing the RCM which also contains EDR as one of its components. He further states that pursuant to the direction issued by this Commission, **they have***



**now sent the RCM to U.K. for obtaining the report of the expert. He also states that RCM is manufactured by Bosch** and therefore, OP No. 1 – Jaguar Land Rover has sent it to Bosch which will carry out the requisite analysis and submit its report. He, therefore, states that they need six weeks to file the report after obtaining the same from Bosch through OP No. 1.

During the course of hearing, it has been pointed out by the learned Sr. Counsel for the complainant that though Mr. Bipin Das claims to be the authorised representative of OP No. 1 Jaguar Land Rover and OP No. 2 Tata Motors Ltd., no authorisation from Jaguar Land Rover has been filed. The authorisation from Jaguar Land Rover be filed positively within two weeks from today.

**The OP Nos. 1 & 2 are directed to file a specific affidavit by 15.11.2016 stating therein whether any model of Range Rover in any country, manufactured in the year 2009, has been recalled by it on account of non-functioning/mal-functioning of a defect or possible defect of the Airbag system and if so, what are the details of the said recalls.**

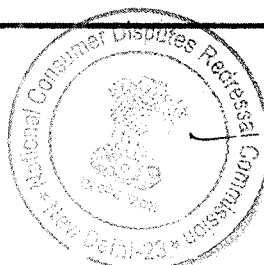
Re-notify on 17.11.2016. Dasti.”

29. On 17.11.2016 the Commission was informed that the data of the equipment has not been retrieved as directed earlier and as soon as it is received the same shall be filed. The Order dated 17.11.2016 is extracted herein under:

**"IA/10807/2016 (Amended memo of parties)**

*This is an application for amendment of memo of parties.*

*Allowed.*



CC/399/2014

The learned senior counsel for OP No. 1 & 2 states that **the component which Jaguar had sent to Bosch has been described as EEPROM in the communication received from Bosch.** The learned senior counsel appearing for the complainant has pointed out that the OP has not filed the data retrieved by it or by Bosch, in terms of the direction of this Commission dated 26.08.2016. **The OP No. 1 is directed to request Bosch to send to it the entire information which Bosch has retrieved from the EEPROM. The said information, as it is received from Bosch, shall be filed by the OP No. 1 alongwith an affidavit** from a responsible officer of respondent no. 1 company, after supplying its copy to the complainants. This would be done within eight weeks from today. The OP No. 1 has not filed an affidavit in terms of the order of this Commission dated 03.10.2016. Some more time is sought to file an affidavit strictly in conformity with the said order. The affidavit can be filed within four weeks from today after serving a copy to the complainants.

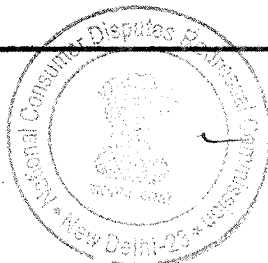
Re-notify this matter on 25.01.2017.

The earlier date of 24.11.2016 is cancelled."

30. Since the entire information had not been retrieved and sent, this Commission passed an order on 05.05.2017 to the following effect:

"IA/4055/2017 (For directions)

The learned senior counsel appearing for the complainants states that he would need to file a revised reply to this application though earlier he had served advance copy of the reply on the



*Ops. The proposed revised reply can be filed within two weeks from today.*

CC/399/2014

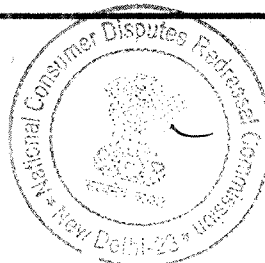
*It transpired during the course of hearing that **Robert Bosch GmbH has not provided the entire raw information which it had retrieved from EEPROM, either to this Commission or to the OP namely Jaguar Land Rover. Robert Bosch GmbH is therefore, requested to provide a copy of the entire information retrieved by it from EEPROM to this Commission, if possible in a text form, at the earliest possible on receiving a copy of this order from Jaguar Land Rover.***

*Re-notify on 11.07.2017 for directions."*

31. On 11.07.2017, the Commission was informed that there were certain reservations with regard to the difficulty in sharing the raw data that was recorded in the order which is extracted herein under:

"IA/4055/2017 (For directions)

*The learned senior counsel appearing for OP No. 1 & 2 informs that though the order passed by this Commission on the last date of hearing was duly conveyed to Robert Bosch GmbH, **the company has sent a letter giving reasons due to which it is unable to share the raw data as contained in the concerned EEPROM,** with the*




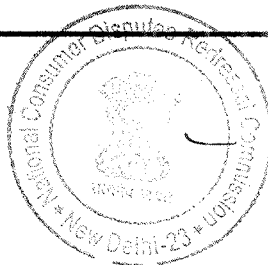
complainants. The OPs are directed to file a copy of the said letter alongwith a supporting affidavit. The application stands disposed of accordingly.

CC/399/2014

List for final hearing on 24.01.2018."

32. As noted above, this Commission had directed and issued orders for the retrieving of the data from the recorder equipment. The report of Bosch that was made available by the Manufacturers dated 22.09.2016 is extracted herein under:

Chassis Systems Control		 <b>BOSCH</b> 67	
From CC/ENG3-BP	Our Reference András Nagy	Tel +36-(1)-879-8236	Undapest 22 Sep 2016
Topic Description	Special Case Analysis Airbag ECU LM Range Rover India Non-Deployment		
<b>1 Claim data</b>			
<b>1.1 Contact data</b>			
Date of receipt	13 Sep 2016		
OEM	JLR		
Customer contact	Mr. Walsh, Lewis		
Customer e-Mail	lwals24@jaguarlandrover.com		
Customer telephone	+44(0)2476 562036		
Support OMC	Mr. Kircher, Michael		
<b>1.2 Vehicle data</b>			
Failure type	<input type="checkbox"/> 0 km	<input checked="" type="checkbox"/> Field	
Vehicle model	LM Range Rover 2010MY 5.0 S/C Petrol		
Vehicle identification number	SALLMAME3AA315364		
Date of crash	11 Dec 2013		
Mileage (in km)	n.a.		
<b>1.3 ECU- / Sensor data</b>			
EEPROM-content supplied:	<input checked="" type="checkbox"/> yes	<input type="checkbox"/> no	
ECU supplied:	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no	
Customer part no.:	AH42-140374-AD		
RB part no.:	0285.010.341		
SW-version:	BB63740		
Manufacturing date:	24 Sep 2009		
Serial number:	6200009735TC		



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Chassis Systems Control

From CC/ENG3-BP	Our Reference András Nagy	Tel +36-(1)-879-8236	Budapest 22 Sep 2016
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Topic Special Case Analysis Airbag ECU

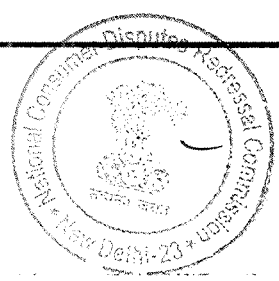
## 2 Claim and customer order

### 2.1 Claim

x	Deployment different than expected	
Which reaction / deployment is expected?	Deployment of Driver side front airbag and non-deployment of Passenger side front airbag.	
Which firing loop deployed?	AB1FP AB2FP BT1FD	

Miscellaneous info / customer claim

*"Customer complaint for driver's air bag didn't deploy but unnecessarily passenger air bag deployed in which there was no occupant on the passenger seat. The customer (he himself) reported that while driving at a speed of 90km/hr on the national highway dated 11.12.2013, suddenly a bull was jumped over the fence and hit the car. The front right portion of the vehicle was seriously damage and bull died on the spot. Now the customer has put an allegation that why the driver's air bag didn't deploy in such serious accident even he wear the safety seat belt and why unnecessarily passenger air bag deployed even there was no occupant on the passenger seat."*



From CC/ENG3-BP	Our Reference András Nagy	Tel +36-(1)-879-8236	Budapest 22 Sep 2016
--------------------	------------------------------	-------------------------	-------------------------

Topic      Special Case Analysis Airbag ECU

## 2.2 Customer Order

Customer order
Standard analysis and interpretation of the crash recorder- and the system status memory of the Restraint Control Module (RCM).

May the part be opened for the analysis?	<input type="checkbox"/> yes	<input checked="" type="checkbox"/> no
--	------------------------------	--

The permission to open the part may lead to irreversible HW-manipulations if necessary.

Target date for final report	22 Sep 2016
------------------------------	-------------

## 3 Result of the analysis

- Analysis of the faultrecorder of RCM

Four events are stored in the RCM faultrecorder with qualification times

- |  |           |
|--|-----------|
| (1) SRS VDAA Status Signal value faulty or invalid | 918:39:53 |
| (2) SRS VDAA Rx message timeout                    | 938:20:36 |
| (3) Vehicle movement direction Rx signal timeout   | 938:20:36 |
| (4) Crash Recorder has detected a crash            | 960:26:20 |

Fault(4) was recorded because a deployment crash occurred.  
 Fault(1), fault(2) and fault (3) are not internal faults of the RCM. They were not active at the moment of crash event and have no connection with the crash.

- Analysis of the internal crashrecorder

One deployment front crash is stored in crashrecorder at RCM running time 960:26:20 that corresponds with the time of faultrecorder entry.



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Chassis Systems Control



From  
CC/ENG3-BP

Our Reference  
András Nagy

Tel  
+36-(1)-079-0236

Budapest  
22 Sep 2016

Topic Special Case Analysis Airbag ECU

Deployment decision was made for the following restraint devices:

AB1FP	Front Passenger Airbag 1st stage	(17ms)
AB2FP	Front Passenger Airbag 2nd stage	(22ms)
BT1FD	Driver Belt pre-tensioner	(16.5ms)

Times in brackets indicate the elapsed time after the start of front crash algorithm.

Driver seat belt was buckled and passenger seat belt was not buckled. Passenger Airbag Deactivation Switch (PADS) was switched off i.e. passenger airbag was activated.

In this crash event the unbuckled threshold of front airbag deployment was reached but the buckled threshold was not reached.

Driver side front airbag did not deploy because driver was buckled therefore the buckled threshold was applied.

Unbuckled threshold is applied to passenger side front airbag deployment therefore AB1FP and AB2FP was deployed. Passenger seat belt was not buckled therefore it did not deploy.

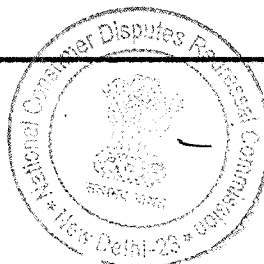
Passenger front airbag deployment is independent of passenger buckle switch state or the seat occupancy.

The last stored speed data received via CAN interface was 90,9 kph. The car battery and the Energy reserve capacitor of the RCM remained in good condition after the crash event.

The results show no malfunction of the RCM. RCM performed as per design intended.

Signature Author: Mr. Nagy, András


Date: 22 Sep 2016



33. Reference to this will be made while recording the arguments of the learned Counsel for Opposite Party No. 1 and 2.

34. On 28.10.2016, a summary of the said report was sent by Mr. Roger Hughes and a copy of the same is extracted herein under:

72  
10  
OP1 2



26th October 2016

To Whom It May Concern

**Re: SALLMAME3AA315364**

The following summary of the RCM (Restraints Control Module) fault recorder report produced by Bosch dated 22nd September 2016 has been derived by Vehicle Safety to assist the Court.

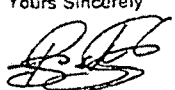
Following a request made by JLR, Bosch undertook standard analysis and interpretation of the fault recorder and systems status memory of the RCM of the vehicle SALLMAME3AA315364.

The Bosch report states that

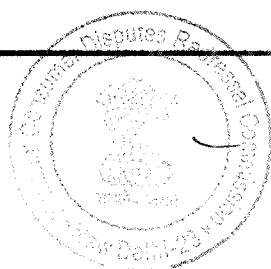
- The Driver's seat belt was buckled and passenger seatbelt was not buckled.
- The Passenger airbag was activated as the Passenger Airbag Deactivation Switch (PADS) was switched off.
- In this crash event the unbuckled threshold of front airbag deployment was reached, but the buckled threshold was not reached.
- The Driver's airbag did not deploy because the driver's seatbelt was buckled and therefore the buckled threshold was applied.
- The Passenger airbag deployed as the unbuckled threshold was applied. The Passenger seatbelt was not buckled therefore it did not deploy.
- The Passenger front airbag deployment is independent of passenger buckle switch state or the seat occupancy.

Bosch conclude in their report there was no malfunction of the RCM and that the RCM performed to design intent.

Yours Sincerely



Roger Hughes  
Director, Product Integrity  
Jaguar Land Rover



35. The report from Bosch of the analysis of the airbag dated 22.09.2016 was filed through the affidavit of Mr. Roger David Hughes dated 02.11.2016 which is extracted herein under:



BEFORE THE HON'BLE NATIONAL CONSUMER DISPUTE  
REDRESSAL COMMISSION, NEW DELHI  
CONSUMER COMPLAINT NO. 399 OF 2014

IN THE MATTER OF:-

Harvinder Singh Bhullar & Anr.

...Complainants

Versus

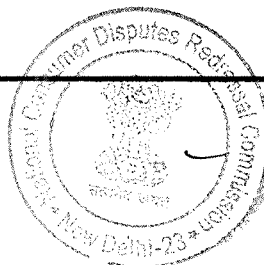
Jaguar Land Rover & Ors.

...Opposite Parties

AFFIDAVIT

I, Mr. Roger David Hughes, Director, Product Integrity at Jaguar Land Rover Limited; having its office Abbey Road, Whitley, Coventry CV3 4LF, United Kingdom do hereby solemnly state and affirm:


1. That pursuant to and in compliance of the order dated 26.08.2016 passed by Hon'ble National Commission in the aforesaid matter, the Opposite Party No. 2 had sent the RCM to Opposite Party No. 1, who on receipt of the same subsequently sent the RCM to Bosch (the manufacturer of the RCM) to retrieve the data and give its Report.





2 64

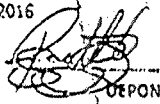
2. That I understand that Bosch upon receipt of the RCAs carried out the analysis and retrieved the data and subsequently submitted its detailed Report (the "Report") dated 22.09.2016 to the Opposite Party No. 1. Copy of the Report submitted by Bosch dated 22.09.2016 is annexed herewith as OP1 1.
3. That upon receipt of the Report from Bosch, Jaguar Land Rover's Vehicle Safety team summarized the Report for better comprehension and understanding of this Hon'ble Commission. Copy of the summary letter issued by the Jaguar Land Rover is annexed herewith as OP1 2.
4. That from the perusal of the Report submitted by Bosch, it is evident that the restraints system performed to design intent.

  
 DEPONENT  
 Roger David Hughes  
 Director, Product Integrity

VERIFICATION:

I, the deponent above named do hereby verify that the contents of foregoing affidavits are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

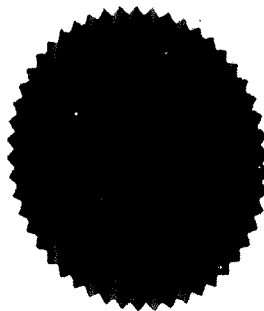
Verified at Abbey Road, Whitley, Coventry, CV3 4LF, United Kingdom on this 2 day of November, 2016

  
 DEPONENT  
 Roger David Hughes  
 Director, Product Integrity.

Witness to the signature of Roger David Hughes this 2 day of November 2016, at Coventry, England.



Roland John Killop  
Notary Public  
Coventry, England.



JAGUAR LAND ROVER  
ABBEY ROAD, WHITLEY, COVENTRY, CV3 4LF  
T 44 (0)2476 303 060  
JAGUARLANDROVER.COM



36. In compliance of the Order of the Commission an affidavit regarding the status of recall and also with regard to the analysis about non-opening of the airbag on the driver's seat was tendered through an affidavit dated 20.12.2016 which is extracted herein under:



BEFORE THE HON'BLE NATIONAL CONSUMER DISPUTE  
REDRESSAL COMMISSION, NEW DELHI  
CONSUMER COMPLAINT NO. 393 OF 2014

IN THE MATTER OF:-

Harvinder Singh Bhullar & Anr.

...Complainants

Versus

Jaguar Land Rover & Ors.

...Opposite Parties

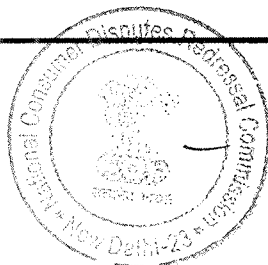
AFFIDAVIT

I, Roger David Hughes, Director, Product Integrity at Jaguar Land Rover United (JLR), having its offices at Abbey Road, Whitley, Coventry CV3 4LF, United Kingdom (Company Number: 1672070) do hereby solemnly state and affirm as follows:

1. This affidavit is being filed pursuant to and in compliance of the orders dated 26.08.2016 and 03.10.2016 passed by this Hon'ble Commission in the above matter.

JAGUAR LAND ROVER  
ABBAY ROAD, WHITLEY, COVENTRY, CV3 4LF  
T. 44 (0)2476 200 080  
JAGUARLANDROVER.COM

REG. OFFICE: JAGUAR LAND ROVER LIMITED, ABBAY ROAD, WHITLEY, COVENTRY CV3 4LF, UK. REGISTERED IN ENGLAND NO. 1672070





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2. In order to assist this Hon'ble Commission, before giving the details of recalls of Range Rovers worldwide due to defects in the airbag system, I set out below a brief description of the functioning of the Supplemental Restraint System in Range Rover (L322) vehicles manufactured in MY 2009 and sold in India:

(a) The supplementary restraint system (SRS) in a Range Rover has two features, (a) the seat belt pre-tensioner, and (b) the airbag, both of which are controlled by an onboard computer (SAS computer).

(b) When a vehicle is involved in a collision, the SRS computer assesses in real time (i.e., almost instantaneously) if the seat belt pre-tensioner and the airbag need to be deployed to protect the occupants from injury.

(c) These features are hierarchical: In other words, the SRS computer first will deploy the seat belt pre-tensioner and only then the air bag, if required.

(d) With respect to the driver, when a collision occurs, the SRS computer is programmed to proceed on the basis that there is a driver occupying the driver's seat for obvious reasons.

(e) The SRS computer checks to see if the driver is wearing his seat belt (by checking the switch in the seat belt socket that confirms this).

(f) If the driver is wearing a seat belt, the SAS computer calculates how severe the collision is and if the seat belt alone is sufficient to protect the driver.

(g) If not, it deploys the seat belt pre-tensioner to help hold the driver against the seat.

(h) If the SRS computer decides that it is a very severe accident and that the seat belt pre-tensioner is insufficient protection, it may then decide to deploy the driver's airbag as a final measure to protect the driver.

(i) For the front passenger, the logic employed by the SRS computer is a little different. If the SRS computer detects that the passenger seat belt buckle has been inserted in to the seat belt socket (by checking the switch in the socket), it knows that there is a passenger present in the seat.

(j) The SRS computer can then, as in the case of the driver, determine, depending on the severity of the collision, if (a) the seat belt alone, or (b) the seat belt + the pre-tensioner, or (c) the seat belt + pre-tensioner + airbag are required to protect the passenger in that order.

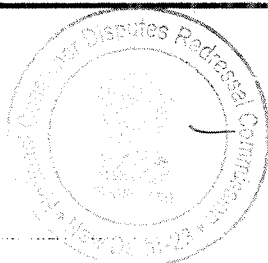
(k) However, if the SRS computer does not get a signal from the seat belt socket switch confirming that there is an occupant in the seat, it is not programmed to assume that there is no occupant. Rather, the computer assumes that there may be an occupant who is not wearing his seat belt. This is because the passenger may have forgotten to buckle his seat belt or simply may have decided not to do so.

(l) Although there is a very simple seat occupancy switch under the seat that could confirm whether there is a passenger or not, JLR engineers do not consider this reliable enough to confirm if the seat is occupied or not and have determined that the safest option is to deploy the airbag regardless of whether there is a passenger or not. In this scenario, as the seat belt is not being worn, even for a very minor collision, the SRS computer has no option other than to go straight to deploying the air bag as clearly the seat belt and seat belt pre-tensioner will be of no use.

3. In the present case, it is clear that the accident was not severe enough to require the driver's airbag to be deployed. The SRS computer proceeded on the basis that the Complainant Mr. Bhullar had sufficient protection as he was wearing his seat belt at the time of the accident. However, although there was no passenger travelling along with the Complainant Mr. Bhullar in the Range Rover, the accident was severe enough to require the passenger airbag to be

JAGUAR LAND ROVER  
ABBAY ROAD, WHITLEY, COVENTRY, CV3 4LF  
T. 44 (0)2476 303 000  
JAGUARLANDROVER.COM

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deployed as the SRS computer is programmed to assume that there is a passenger and that the passenger is not wearing a seat belt. It is for this reason that the SRS computer deployed the front passenger airbag in the present case.

4. I confirm on behalf of JLR in my capacity as Director, Product Integrity the details of, and the explanation for, the following recalls:

• Recall no. P020 – Airbag Passenger Occupant Sensor Functionality – Range Rover L322 – 2010 MY. This recall only affected vehicles sold in the USA, Canada and Korea and resolved an issue that affected the Supplementary Warning lamp operation. There was no concern with air bag deployment. The vehicle manufacture dates for calendar year 2009 are 31st February 2009 to 12th November 2009.

• Recall no. P081 – Passenger Front Airbag Inflator – Range Rover L322 – 2007-2011 MY - USA and Canada only. Again, this action only affects vehicles sold in the USA and Canada. The recall is being undertaken at the request of the National Highway and Transportation Safety Administration (NHTSA) in the USA to address the much publicised Takata air bag concern. The vehicle manufacture dates for calendar year 2009 are 19th January 2009 to 22nd December 2009.

• Recall no. P087 – Passenger Front Airbag Inflator – Range Rover L322 – 2007-2011 MY – USA and Canada only. Again, this action only affects vehicles sold in the USA and Canada. There is no concern with regard to the deployment of the air bag. The action is being undertaken at the request of the NHTSA, again to address the Takata air bag concern. The vehicle manufacture dates for calendar year 2009 are 19th January 2009 to 22nd December 2009.

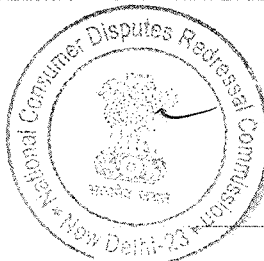
I confirm further that, other than the above, there have been no recalls anywhere in the world on account of the non-functioning or malfunctioning of, or defects or possible defects in, the airbag system in any model of Range Rover manufactured in 2009.

5. With respect to Recall no. P020, it is vital to note that the Airbag Passenger Occupant Sensor Functionality as integrated into the SRS system in the United States, Canada and Korea was not made available in Range Rovers manufactured in the year 2009 and sold in India. In the United States, Canada and Korea, the passenger occupant sensor switch is a complex bladder arrangement with a switch that senses the pressure of the fluid contained in the sealed bladder when an occupant is present in the seat. By calibrating the pressure in the bladder to the weight in the seat (an action carried out where the switch is made), the SRS computer is able to determine how heavy the occupant of the passenger seat is and to vary the time and strength of the deployment of the airbag. Occupant sensing of this type is a requirement of the legislation in these countries, i.e. the United States, Canada and Korea. For all other markets including India, the Passenger Occupancy Sensor is a simple switch mounted under the seat. Its only function is to activate the seat belt reminder warning if there is a passenger present and he does not use the seat belt. This switch is not used in any way by the SRS computer.

6. Recall nos. P081 and P087 concerning the Passenger Front Airbag Inflator relate to certain airbags manufactured by Takata, a Japanese manufacturer, that were utilized by JLR in Range Rovers. An airbag inflator is a pyrotechnic device that actually inflates the airbag when ignited. In the case of certain Takata airbags incorporated in vehicles produced by certain car manufacturers, the housing of the inflator was prone to fragmentation when the airbag was deployed, resulting in shrapnel flying into the faces and bodies of the vehicle's occupants. There has not been even a single instance to date of an airbag exploding in a Range Rover or any other JLR product for that matter. JLR believes that Range Rovers and other JLR vehicles are not at risk from the explosion of airbag inflators in Takata airbags because of differences in the design and installation of airbags in JLR vehicles including Range Rovers. Nevertheless, JLR undertook the recall of Range Rovers fitted with Takata airbags in the United States, Canada and Korea on the orders of regulators in those countries because it was legally bound to do so. It is vital to note that the Takata airbag issue concerns the explosion of the housing of airbag inflators after deployment while the complaint in the present case is that the driver's airbag was not deployed during the accident. It is also worth noting that there was no complaint that the passenger airbag exploded on deployment in the present case.

JAGUAR LAND ROVER  
ASBURY ROAD, WHITLEY, COVENTRY, CV3 4LF  
T: 44 (0)2476 303 080  
JAGUARLANDROVER.COM

OFFICE OF JAGUAR LAND ROVER LIMITED, ASBURY ROAD, WHITLEY, COVENTRY, CV3 4LF, UK. REGISTRATION NUMBER: 1627010





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Handwritten initials or marks.

7. To again clarify, the subject vehicle in this case VIN SALLM00AE3AA315364, performed to design requirements and the observed condition of the air bags following the accident is a direct result of the supplementary restraints operational strategy in regard to the deployment of the passenger air bag when the seat is unoccupied.

Handwritten signature of Roger David Hughes.

DEPONENT  
Roger David Hughes  
Director, Product Integrity

VERIFICATION:

I, the deponent above named do hereby verify that the contents of foregoing affidavit are true to my knowledge, no part of it is false and nothing material has been concealed therefrom.

Verified at Abbey Road, Whitley, Coventry, CV3 4TF, United Kingdom on this 20<sup>th</sup> day of December, 2016

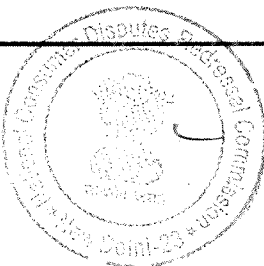
Handwritten signature of Roger David Hughes.

DEPONENT  
Roger David Hughes  
Director, Product Integrity

Witness to the signature of Roger David Hughes this 20<sup>th</sup> day of December 2016, at Coventry, England.

Handwritten signature of Roland John Kelley.

Roland John Kelley  
Notary Public  
Coventry, England.



37. Since the raw data could not be retrieved due to privacy concerns expressed by the Manufacturer an affidavit was filed on behalf of the Jaguar Land Rover by Mr. Rajiv Gupta on 11.07.2017 is extracted herein under:

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BEFORE THE NATIONAL CONSUMER DISPUTE REDRESSAL  
COMMISSION, NEW DELHI  
CONSUMER COMPLAINT NO. 399/2014

IN THE MATTER OF:-

HARVINDER SINGH BHULLAR & ANR. ...COMPLAINANTS  
VS.  
JAGUAR LAND ROVER INDIA PVT. LTD. & ORS. ...OPPOSITE  
PARTIES

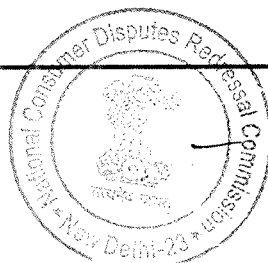
AFFIDAVIT

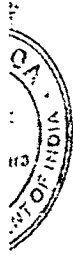
I, Rajiv Gupta, aged about 51 years, S/o Krishan Kumar Gupta, Customer Service Director at M/s Jaguar Land Rover Limited having its office at 202 - 203 2<sup>nd</sup> Floor Cecjay House Worli Mumbai 400018 do hereby solemnly state and affirm as under:

1. I state that, the Hon'ble Commission vide its order dated 05.05.2017 in the aforesaid matter, requested Bosch GmbH to provide to this Hon'ble Commission copy of the entire raw information (in a text format) retrieved by it from EEPROM data from the vehicle in question, and accordingly passed the following directions:

*"It transpired during the course of hearing that Robert Bosch GmbH has not provided the entire raw information which it had retrieved from EEPROM either to this Commission or to the OP namely Jaguar Land Rover. Robert Bosch GmbH is therefore, requested to provide a copy of the entire information retrieved by it from EEPROM to this Commission, if possible in a text form, at the earliest possible on receiving a copy of this order from Jaguar Land Rover."*

2. Accordingly, the Opposite Parties vide email dated 06.06.2017 duly communicated the said Order dated 05.05.2017 to Bosch GmbH and thus requested them to provide the EEPROM data for the said vehicle, in a legible/text format.
3. As a reply to the email dated 06.06.2017, Bosch sent an email dated 13.06.2017, wherein Bosch refused to publish clear text of the whole EEPROM hex-data to a third party, as the same contains more than crash relevant data. However, while refusing to provide legible/text format of the whole EEPROM data, Bosch again confirmed the



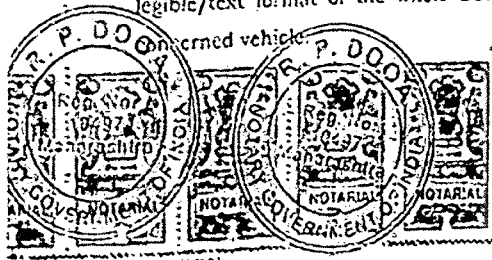


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interpretation of the data of the EEPROM relating to the Airbag (of the said vehicle in question) to be read as the analysis report dated 22.09.2016 sent by Bosch to the Opposite Parties. The said analysis report dated 22.09.2016 was again attached in the said email to confirm the same. I say that the said analysis report by Bosch dated 22.09.2016, has already been filed on 15.11.2016 vide Diary No. 48302, before this Hon'ble Commission through Affidavit dated 03.11.2016 of Mr. Roger Huges, Director, Product Integrity, Jaguar Land Rover.

The emails dated 06.06.2017, 13.06.2017 and 14.06.2017 exchanged between the Opposite Parties and Bosch, along with the analysis report dated 22.09.2016 attached in the email dated 13.06.2017, are annexed herewith and marked as Annexure A (Colly.).

- 4. I state, that the Opposite Party Nos. 1 and 2 have made a bonafide attempt to comply with the order dated 05.05.2017, by communicating the same and also requesting Bosch to provide a legible format of the EEPROM data retrieved from the concerned vehicle.
- 5. I say that the Opposite Parties do not have access to the appropriate Bosch proprietary software to provide this Hon'ble Commission with an intelligible format of EEPROM data and thus unable to provide the legible/text format of the whole EEPROM data retrieved from the

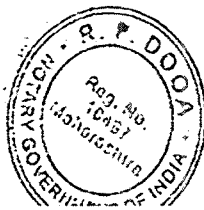


VERIFICATION:

Verified at Mumbai, on this 27th day of July 2017 that the contents of above Affidavit are true and correct to my knowledge, that no part of it is false and nothing material has been concealed therefrom.

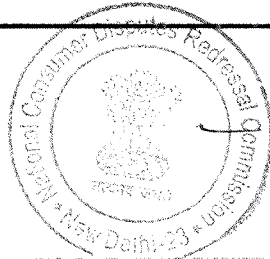
Attested by me

*[Signature]*  
RAKESH P. DOOJA  
B.Com. LL.B.  
AC. 10010 High Court,  
Mumbai Government of India  
Reg. No. 3.



For JAGUAR LAND ROVER INDIA LTD.  
*[Signature]*  
Authorized Signatory  
DEPONENT

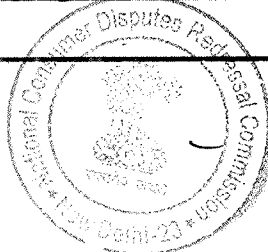
For JAGUAR LAND ROVER INDIA LTD.  
*[Signature]*  
Authorized Signatory  
DEPONENT



38. The mails which led to the filing of the said affidavit have been referred to in the said affidavit.
39. It is with the help of these documents that Mr. Bhullar contends that these reports paint a different picture as was also projected by Mr. Andy Shaw. He submits that the handbook nowhere indicates the operational nodes which the Opposite Parties have now explained on the basis of the technical reports that finds no mention in the handbook. He therefore submits that these reports are clearly tailored to suit the purposes of the Respondents and are contrary to the instructions given in the handbook which does not contain any reference to the seatbelts and airbags operating independently if the passenger seat is unbelted or unoccupied.
40. Learned Counsel then invited the attention of the Bench to the Orders passed by this Commission on 25.11.2024. The same is extracted herein under:

*"The main allegation of the complainant is that the Air Bag safety system was not deployed on the driver side of the seat, when the vehicle had met with an accident on 11.12.2014. As per him, the accident occasioned at reasonably high speed.*

*The version of the opposite party (OP) is that **the air bag safety system of the front passenger seat was deployed as per the design algorithm as safety precaution with respect to passenger, in case seat belt was not used.***



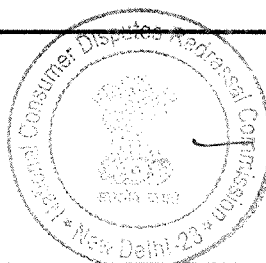
*Learned counsel for the complainant states that while the driver was wearing seat belt and his head hit on the steering wheel, the air bag did not deploy.*

*On the other hand, the learned counsel for the OP asserts that the driver side of the air bag was not deployed as the speed was less and the expected impact does not require deployment of the air bag.*

*On being queried, the learned counsel for the complainant fairly admits that the driver did not suffer any injury in the accident. He also states that the vehicle was completely repaired by the insurer and the complainant did not incur any costs towards the repair of the vehicle or the medical expenses due to any injury.*

*The learned counsel for OP states that during the course of the proceedings before this Commission, the Complainant had already transferred the ownership of the vehicle to a third party and the same has not been brought to the knowledge of this Commission.*

*Learned counsel for the complainant admits that the ownership of the vehicle has been transferred due to lapse of prescribed 15 years life span as per rules for operating the vehicle within NCR. As regards the tenability of the complaint*

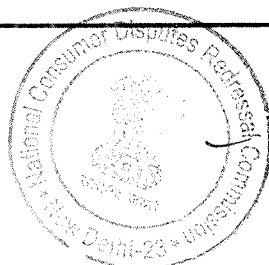


*and the litigation in question, the learned counsel for the complainant seeks to bring on record certain orders of the Hon'ble Supreme Court, which makes it clear that the right of consumer persists even after for such transfer to a third party, within two weeks. He may do so and serve a copy of the same to the OP.*

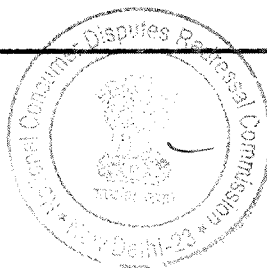
*The OP shall have the liberty to file objections to the same, if so desired, within a period of two weeks thereafter and also file the revised brief synopsis of arguments, if so desired.*

*List the matter on 28th January 2025."*

41. There is one more submission raised on behalf of the Complainant that this defect which was a manufacturing defect resulted in the recall of a large number of similar vehicles throughout the world and the advisories were issued by the Opposite Parties themselves regarding these defects in the airbags and the recall of vehicles. Learned Counsel has then invited the attention of the Bench to this information having been obtained from United States particularly about the recall of the vehicles in 2009 and again in 2016.
42. He then submits that this was even intimated to the Complainant that they are intending to recall the vehicle of the Complainant due to this defect vide letter dated 17.02.2023.



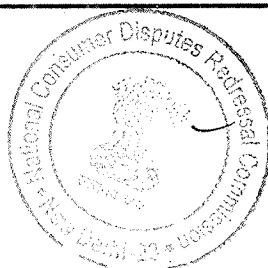
43. On the strength of these documents learned Counsel has urged that the Opposite Parties themselves have acknowledged this defect and consequently there is no dispute that the non-opening of the airbag on the side of the driver was clearly on account of a serious manufacturing defect hence the deficiency is established.
44. It may be further pointed out that the current status of the vehicle was also directed to be clarified on which the Complainant No.-1 filed his affidavit stating therein that the vehicle was gifted by him to his uncle on 22.05.2023 out of love and affection. The vehicle's validity to ply in Delhi was expiring in the month of March, 2025 and therefore it was promised that the vehicle will be handed over to him for taking it to Ferozpur. The said vehicle on such a transfer to the uncle of Complainant No.-1 Mr. Bhullar resulted in the re-registration of the vehicle in Punjab bearing registration No. PB-05-AF-0040. Another affidavit has been filed by Mr. Bhullar on 09.04.2025 that his uncle has shown his inability to accept the delivery of his vehicle through his mail dated 07.01.2025 and consequently the said vehicle has been re-registered in the name of Complainant No.-1 and the vehicle is in his possession.
45. With these developments during the pendency of the Complaint learned Counsel has urged that the Complainant No.-1 is a consumer and is entitled to maintain this Complaint as he was driving the said vehicle on the date of the accident which was an user with the approval of the



Complainant No.-2. He therefore submits that the argument of the other side that the Complainant No.-1 has no locus to institute and pursue this Complaint is absolutely incorrect.

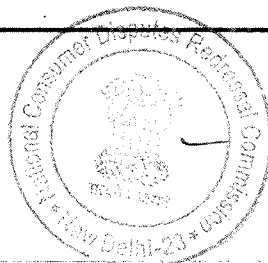
46. The matter had been argued by Mr. Bhullar on 31.10.2025 and his submissions stand recorded as under:

- "1. Heard Mr. Bhullar, the complainant no. 1 for the complainants and Mr. Pravin Bahadur, learned counsel for OPs - 1 and 2 and Mr. Chandan Malik, learned counsel for OP - 3.*
- 2. This is a complaint regarding an alleged deficiency complained of regarding manufacturing and other defects in a Range Rover "Autobiography" vehicle manufactured by M/s. Jaguar Land Rover, United Kingdom and marketed and sold by Tata Motors Ltd. in India. The vehicle was supplied through the OP - 3 Dealer from where it was purchased by M/s. Naunidhi Overseas Pvt. Ltd. of which the complainant no. 2 was the Director. The vehicle is a 2010 model car with registration no. DL-12C-2515 powered by a petrol engine.*
- 3. The vehicle was being driven, as stated by the complainant no. 1, and at about 6.00am in the morning on 11.12.2013 while the complainants were on their way to Jaypee Green*



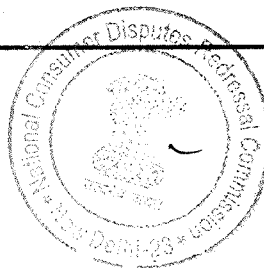
*Golf Course, Greater Noida for a Golf game, suddenly a stray Blue Bull jumped over the fence on the side of the road and hit the car that suffered a major damage. According to the complainants the impact was such that the car came to a standstill and had to be towed to the garage of the OP - 3.*

- 4. It is the case of the complainants that with such a heavy impact and damage to the vehicle, surprisingly enough the air bag in front of the driver's seat did not open, whereas the passenger's seat air bag did open.*
- 5. It is this incident which led to the complaint made by the owners to the OPs alleging deficiency due to a manufacturing defect in the deployment of the air bags. Mr. Bhullar, learned counsel and the complainant no. 1 advanced his submissions contending that the Police Station of Kasna, Gautam Buddh Nagar was immediately informed. According to the complainants, the car was towed straight to the workshop of the OP - 3 and a complaint was dispatched to the manufacturers in United Kingdom on 07.01.2014 complaining about non-deployment of the driver's side air bag. In the said intimation, the complainants stated that even though, the*

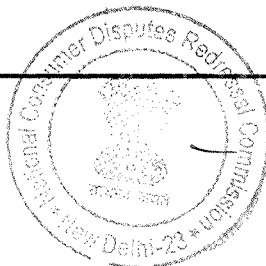


vehicle had been hard hit, but fortunately, the complainants did not receive any vital injury. A copy of the said complaint was also sent to the OP - 3.

6. A response was received from the Assistant Manager Customers Relations at Mumbai requesting the complainants to give some time for getting the matter investigated promising a prompt response. This letter dated 13.01.2014 has been filed as Annexure E. Another letter was received on 16.01.2014 from the same Assistant Manager stating that an analysis of the Crash Module will be carried out by a specialist in the United Kingdom to establish whether the air bag deployment during this incident was in line with the safety standards or not. Since the analysis was likely to take a few weeks, the repair of the vehicle may continue and further information shall be given to the complainants.
7. Mr. Bhullar pointed out that the vehicle has an Event Data Recorder (EDR). He submits that the seat occupancy sensors are installed which trigger the opening of the air bags and it is this Event Data Recorder which stores the information regarding such deployment of any incident that had to be examined.

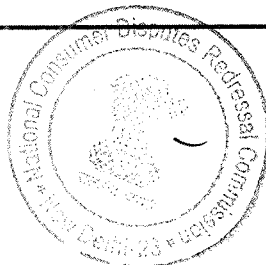


8. *On 18.01.2014, the complainants again wrote a letter to the manufacturer in United Kingdom informing that the parts that have been ordered for the repairs did indicate that there were some major defects and the glass windscreen broke from the left front passenger's side due to the opening of the air bag where no one was sitting. The letter also indicated a request that the test analysis in the United Kingdom may not be of any avail and therefore the vehicle should be replaced or in exchange a new vehicle be given or an extended warranty of 5 years for the vehicle be made available. To this letter, a response was sent on 21.01.2014 by the OP - 2 intimating that a report has been called for from the operations team and in the event the claim is found to be bonafide, the same will be resolved.*
9. *In between, a development took place, which according to the complainants as narrated in paragraph 6, that a mutual agreement had been arrived at between complainant no. 1 and 2, whereby the vehicle was purchased by complainant no. 1 from the complainant no. 2 as the complainant no. 2 was a superstitious person and was hesitating in continuing with the vehicle. This transfer according to the*

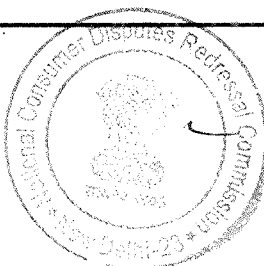


complainants took place on 31.01.2014 and accordingly the complainant no. 1 became the owner of the vehicle.

10. It is further narrated that nothing happened thereafter and on 10.02.2014, a mail was received from one Ms. Garima Wadhwa, the Manager Customer Relations of M/s AMP Motors stating that the technical report was awaited from M/s Jaguar Land Rover and the car had been made ready for delivery. According to the complainants they wanted a categorical assurance regarding the functioning of the air bag system, to which an oral reply was received from Ms. Wadhwa on 14.02.2014 but nothing was given in writing.
11. According to the complainants, since nothing happened thereafter, a legal notice was tendered on 18.02.2014 by the complainants alleging negligence and defects with a request for replacement or recall of the vehicle with extended warranty and a monetary compensation of Rs. 5 Crores.
12. It is in this background that the present complaint was filed on 01.10.2014 and it was urged by Mr. Bhullar that vehicles of the same model had been recalled in other parts of the world confirming the fact of a manufacturing defect in the deployment of airbags in the vehicle.

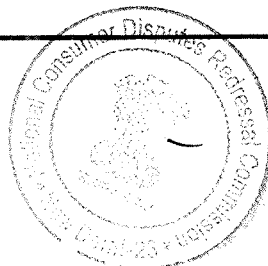


13. *Responses were filed, but according to the learned counsel, the OPs were hesitant and were not disclosing the outcome of the test reports that was being negotiated by M/s. Jaguar Land Rover with the concerned manufacturer of the airbag system.*
14. *It was pointed out from the order sheets that interrogatories were served in between, keeping in view the correspondence and the mails that had been exchanged between the parties and there was a resistance in making the disclosure regarding the data that was essential. Applications were filed for placing additional documents and an order was passed on 26.08.2016 calling upon the OPs – 1 and 2 to retrieve the data in the EDR with a copy to the complainants and the data so retrieved shall be supported by an affidavit of the officer who retrieved it.*
15. *The Commission was further informed about the status of the availability of the information and on 03.10.2016, another order was passed by this Commission recording that six weeks' time was required by the OPs to file the report after obtaining the same from Bosch as the concerned equipment was manufactured by the said firm in*



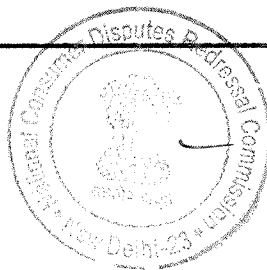
Germany. Learned counsel submits that it is on account of the intervention of this Commission that a document appeared signed by Mr. Roger David Hughes in the shape of an affidavit along with a Special Case Analysis Airbag Report dated 22.09.2016 that was filed through an affidavit tendered vide Diary no. 48302 dated 15.11.2016.

16. When the case was taken up on 17.11.2016, an order was passed by the Commission, in view of the statement made by the learned senior counsel appearing for the complainants, that the OPs have not filed the data retrieved in terms of the direction of the Commission dated 26.08.2016 and therefore the OP-1 was directed to request M/s Bosch to send the entire information that had been retrieved from the concerned unit and then file an affidavit.
17. It is pointed out that this was followed by another order on 05.05.2017 recording that the entire "raw information" had not been provided either to the Commission or to the Jaguar Land Rover and therefore M/s. Bosch was requested to provide a copy of the entire information retrieved by it, if possible in a text form.
18. On 11.07.2017, it was recorded by this Commission that the OPs- 1 and 2 had informed that M/s. Bosch had sent a



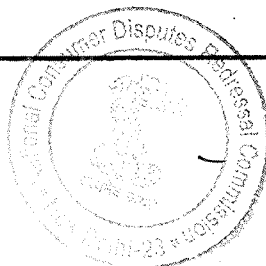
letter giving reasons due to which it could not share the raw data as was desired due to privacy issues. The matter was listed thereafter on several occasions, but was adjourned whereafter the Covid intervened. The matter could not be taken up for one reason or the other and information was sought by the Commission regarding the status of the vehicle as it was a 2010 model. Interim applications were filed and were entertained when an order was passed on 25.11.2024 noting the arguments and further seeking information with regard to the status of the vehicle.

19. It has been pointed out that the vehicle was being operated and in order to explain the same an affidavit has been filed by Mr. Bhullar dated 04.04.2025 which is on record stating therein that there was some proposal to gift the vehicle for being transferred that was declined by the donee. Nonetheless, the matter did not proceed further that is how the matter came up today for arguments.
20. Mr. Pravin Bahadur, learned counsel for the OPs nos. 1 and 2 urged that he will be giving his response on some other day and he therefore prayed that the matter be adjourned accordingly.



21. *The arguments could not conclude today and therefore let the matter once again appear on 16.03.2026 at 2.00pm."*

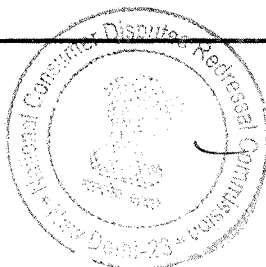
47. The matter was finally heard on 16.03.2016 when in response to the argument on behalf of the Complainant, Mr. Pravin Bahadur appeared for Opposite Party No. 1 and 2 and Mr. Chandan Malik, learned Counsel for Opposite Party No.-3. Mr. Bahadur advanced his submission urging that at the outset it may be pointed out that the terms of warranty are on record which provides for a three year warranty of the vehicle, and one year warranty for certain spare parts. He submits that the vehicle having been purchased on 29.03.2010 by the Complainant No.-2 in the name of his Company, M/s Naunidh Overseas Private Company Limited had outlived the period of warranty of three years which expired on 28.03.2013. It is urged by Mr. Bahadur that since there was no warranty in existence, any claim arising out of the allegations made regarding the non-opening of the driver side airbag cannot be made the basis of a consumer complaint. He submits that in fact the Complaint is based on an allegation as to why did the airbag of the non-occupied passenger seat open, and therefore practically this cannot be a claim of any manufacturing defect. He submits that the entire claim is outlandish and unacceptable as the Complaint itself was filed on 01.10.2014 long after the expiry of the warranty period and by a person who was not the owner of the vehicle as on the date of accident.



48. He then submits that there could be any other claim that may arise out of an accident but in the instant case no evidence has been led much less an expert evidence to establish that the non-deployment of the airbag of the driver seat was a manufacturing defect.

49. Mr. Bahadur emphasised that the Complainant even otherwise is not a beneficiary so as to allege any deficiency in service against the Opposite Parties as on the date of the accident i.e. on 11.12.2013. The Complainant was neither the owner nor was he entitled for any claim of damages as against the Opposite Parties. Learned Counsel submits that at the best the Complainant No.-2 could have claimed only against the Complainant No.-1 before some other Forum for damages for his vehicle, but strangely enough the entire Complaint is based on pleadings as if the Complainant No.-1 was the owner on the date of the accident and the relief prayed for is also only for the Complainant No.-1. Mr. Bahadur therefore submits that Complainant No.-2 could not and has actually not come up for any relief and as such the Complaint deserves to be dismissed.

50. He then points out that admittedly the Complainant No.-1 purchased the vehicle on 31.01.2014. The Complainant No. -2 who was the owner on the date of the accident, having sold his vehicle, cannot come up thereafter to file a Complaint and claim damages. The Complaint was filed in October, 2014 long after the Complainant No.-2 had ceased to be the owner. It is established and it is undenied that the vehicle had been sold on

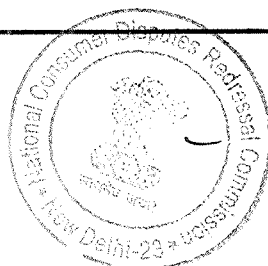


31.01.2014 long before the Complaint was filed and the vehicle had been purchased by the Complainant after the accident. In such circumstances no indemnity or damage can be claimed by Complainant No.-1 and since the Complainant No.-2 has not prayed for any relief, the Complaint is not maintainable and the same deserves to be dismissed.

51. Learned Counsel then urged that the subsequent transfer to the uncle by the Complainant is yet another circumstance to deny any relief to the Complainant who has transferred his vehicle.

52. Learned Counsel then urged that no injury has been sustained by Complainant No.-1 much less by Complainant No.-2 who was not even inside the vehicle. The Complainant No.-1 has alleged in his submissions that the Complainant had hit his head on the steering wheel. Mr. Bahadur submits that apart from this there is no pleading as to what injury was suffered by the Complainant and as to from what impact is the Complainant suffering. In such a circumstance in the absence of any injury or any damage no claim is admissible.

53. Mr. Bahadur then urged that the impact was very minimal as it was the grill and the bonnet as well as the fender which had only been damaged along with the headlight. There was no damage beyond the grill and as a matter of fact the entire engine was intact with the impact of the accident not having travelled beyond the grill and the bonnet.



54. The contention is that with this minimal impact and no damage having been caused with no injury to the Complainant, it is obvious that the seatbelt secured by Complainant No.-1 had worked and had protected the Complainant.
55. Mr. Bahadur to substantiate his submission has invited the attention of the Bench to the Order dated 25.11.2024 that has been extracted herein above. He points out that the driver had not suffered any injury in the accident as was admitted by the learned Counsel and the vehicle had already been repaired and was transferred to a third party, namely the uncle herein.
56. Mr. Bahadur has also urged that this fact stand repeated and recorded in the order dated 31.10.2025. Thus no financial or physical injury was caused to the Complainant and the entire vehicle stood restored in 2014 itself.
57. Mr. Bahadur submitted that since 2014 the vehicle had run for more than 50,000 kms which was being continuously used by the Complainant with no complaint of any manufacturing defect for the past 12 years. In these circumstances where the Complainant No.-1 is not even a consumer in exact terms, he cannot claim replacement which is one of the claims prayed for. His contention is that his only relief is of damages which is of Rs.5 crores and is absolutely disproportionate and has no bearing to the alleged trauma suffered. He submits that the Complainant No.-1 had

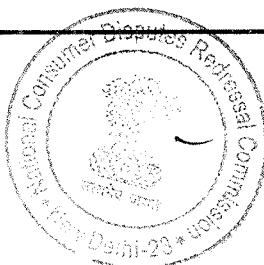


knowingly purchased an accidental vehicle for reasons best known to him and all correspondence is being made by Complainant No.-1 to give an impression as if it was he who was the beneficiary of the vehicle on the date of the accident. This impression is absolutely incorrect and once the Complainant No.-2 had sold the vehicle he could not have joined in this Complaint to pursue any remedy.

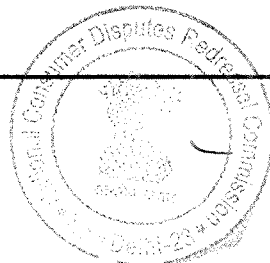
58. He has then invited the attention of the Bench to the affidavit of Mr. Roger Hughes to contend that all recalls had been made in respect of separate models and has been explained as such the theory of recall is absolutely alien to the controversy.

59. Mr. Bahadur also contends that the Event Data Recorder and RCM has been analysed. The report from Bosch clearly indicates and explains as well as supports the report of Mr. Andy Shaw. In these circumstances and in the absence of any warranty and without there being any element of loss suffered by the Complainant the claim deserves to be rejected. There is no counter expert report furnished by the Complainant to rebut the same.

60. Having perused the documents and having considered the submissions raised as well as the written arguments that have been filed, the first issue is about the status of the complainants for maintaining the complaint as consumers. The undisputed facts are that the complainant no. 2, Mr. Jatinder Pal Singh is the Director of M/s. Naunidh Oversease Private



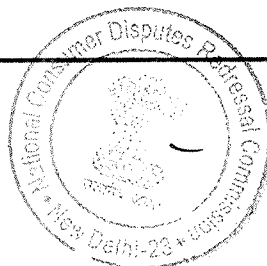
Limited, the company which had acquired the vehicle in 2010. Admittedly the said owner had purchased the vehicle with a three year warranty that expired on 29.03.2013. The said complainant had not raised any issue of defect or a manufacturing defect about the vehicle and was utilised by it effectively. With the expiry of the warranty period on 28.03.2013, the complainant no. 2 could not have claimed any replacement of the spare parts or even of the vehicle after the expiry of the said period. The vehicle continued to be owned by the Complainant No.-2 when the accident took place on 11.12.2013. The complainant no. 1 has come up urging that since the complainants were friends, the vehicle had been permitted to be used by him and while on his way to the Noida Golf Course the accident had occurred. The owner of the vehicle can allege deficiency in the event it arises during his ownership for any claim of loss suffered by him. In the instant case the entire complaint has been framed by the complainant no. 1, but the interesting part is that the complaint was filed almost 10 months after the accident after the vehicle had been repaired and delivery taken of by the complainant no. 2, who during this period sold the vehicle on 31.01.2014. Thus, the complainant no. 2, ceased to be the owner of the vehicle with effect from 31.01.2014. Not only this the vehicle was repaired as it was insured in the name of the company of the complainant no. 2 and the insurance coverage was extended only to the complainant no. 2.



61. Apart from this it is interesting to note that the complaint is clearly designed with the following reliefs:-

*"Wherefore, in light of the aforementioned facts stated, authorities cited and arguments advanced, it is most humbly prayed that this Hon'ble Court may be pleased to:*

- a. Direct OP 1 & OP 2 **to Replace the vehicle** in question;*
- b. Direct OP 1 & OP 2 to **recall faulty batches** of their vehicles in India;*
- c. Direct the Opposite Parties **to provide extended warranty** on the concerned vehicle, as well as the 2013 model Range Rover Autobiography DL 12 C 2515, presently registered to H.S. Bhullar, with the assurance of proper functioning of airbags in both vehicles (in light of the recalls for both model years); and*
- d. Direct the Opposite Parties to jointly and severally pay Monetary Compensation (including exemplary and punitive damages) for an amount of Rs. 5,00,00,000/- (Rupees Five Crores Only) **to Complainant No. 1 for inconvenience, mental anguish, stress and anxiety caused to the Complainant No.1.***

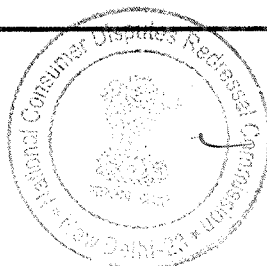


*And any other order(s) may kindly be passed that this Hon'ble Court deems fit and proper towards the ends of equity, justice and good conscience.*

*All of which is most humbly submitted."*

62. The first relief is to replace the vehicle in question. The replacement has to be to the owner as on the date of the accident who was admittedly the complainant no. 2. The complainant no. 2 cannot claim replacement because he cannot deliver back the used vehicle for replacement as he has already sold it to the complainant no. 1 on 31.01.2014 prior to filing of the Complaint.

63. Thus, a replacement without delivery of the purchased vehicle by the Complainant No. – 2 would not be possible. Secondly, the vehicle has almost out lived its user age in the year 2026 after 16 years. However, the same being a 5 litre petrol engine vehicle may possibly run with any permission outside NCR Delhi, still its delivery was taken in April, 2014 after repairs and has been used by the complainant no. 1 for 12 years. Not only this the complainant no. 1 had recently transferred it to his uncle as well. All said and done, the original owner had parted with the vehicle for a consideration of approximately Rs.65,00,000/- on 31.01.2014, and therefore the complainant no. 2 cannot claim himself to be a consumer for any deficiency in services in respect of the vehicle after having sold the vehicle shortly after the accident and was not the owner on the date of



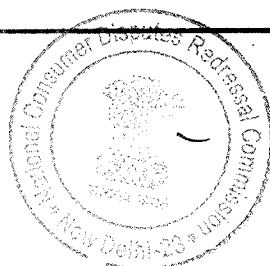
the filing of the complaint in October, 2014. The complainant no. 2 has received his full consideration for the vehicle and admittedly the registration of the vehicle stood transferred after its sale in favour of the complainant no. 1.

64. In the above background where in fact no relief can be claimed nor can be possibly granted to the complainant no. 2, the complainant no. 2 cannot be treated as a consumer for the purpose of this complaint.

65. Coming to the complainant no. 1, having stepped into the shoes as owner the complainant no.2 cannot have a better right under the warranty agreement as was available to the complainant no. 2 qua the vehicle in question. The warranty as already indicated above has expired and there was no complaint about any defect or manufacturing defect.

66. It was only after the warranty had expired that the accident took place after three months on 11.12.2013. This itself is a fact which cannot in any way entitle the complainant no. 1 to claim damages in respect of the non-opening of the airbags that had already come out of the warranty coverage period. The warranty is neither open ended or perpetual.

67. The question that has been raised is that the defect is a manufacturing defect which now stands established on account of the results of the Event Data recorded as decoded and the RCM report that has been sent by the opposite parties and has been extracted hereinabove. It is here that a contest has been put forth by the complainant urging that the



handbook which has been supplied, and is on record, does not in any way indicate the niceties which are sought to be now taken as a defense by the opposite parties under the report on record. Learned counsel has invited the attention of the recitals contained under the head of the passenger airbags, which is extracted herein under:

### Passenger air bag



The front passenger seat is fitted with an occupancy sensor system that determines the state of seat occupancy and sets the status to suit:

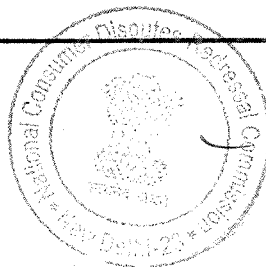
- Seat unoccupied - air bag deactivated and indicator off.
- Seat occupied - air bag activated and indicator off.
- Seat occupied by a child seat or low weight object - air bag deactivated and indicator on.

For further information, refer to Occupant detection in the Owner's Handbook.

#### Operating note

If the indicator becomes permanently illuminated when the seat is definitely empty, please contact your Land Rover Dealer immediately.

68. A perusal thereof would indicate that it prescribes an occupancy sensor system that determines the state of seat occupancy and sets the status to suit when the seat is unoccupied, occupied or occupied by a child or low weight object. For further information the owner's handbook has been referred to that has been filed as annexure Q. The said annexure



introduces airbag as Supplementary Restraint System (SRS) in order to provide additional protection in a case of severe impact only.

69. The system is not to replace the need to wear a seat belt. The warning states that all passengers should always wear their seat belts whether or not an airbag is present at that sitting position or not. As to how the airbag (SRS) works has been further explained with the front airbag deployment in two stages depending on the severity of the frontal collision. The opening of the airbags is in two stages one on a moderate impact and the other is on a severe frontal impact. It also states that the airbag cannot provide protection in some type of impacts and the only protection will be provided by a correctly worn seat belt. The working of the airbag has been explained as follows:

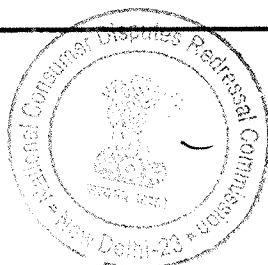
#### ***"HOW THE AIRBAG SRS WORKS***

*In the event of a collision, the airbag control unit monitors the rate of deceleration caused by the collision. This information is then used to determine whether airbags should be deployed.*

*Airbag deployment is dependent on the rate at which the passenger compartment changes speed following the collision. The circumstances affecting different collisions (vehicle speed, angle of impact, type and size of object hit, etc.) vary considerably, and will affect the rate of deceleration accordingly.*

*The Supplementary Restraint System (SRS) components include*

- *SRS warning light.*
- *Rotary coupler.*
- *Airbag modules.*



- *Seat belt pre-tensioners.*
- *Airbag diagnostic control unit.*
- *Crash sensors.*
- *Airbag wiring harnesses.*
- *Seat occupancy sensor.*

*Note: The airbag SRS is not designed to operate as a result of:*

- *Rear impacts.*
- *Minor front impacts.*
- *Minor side Impacts.*
- *Heavy braking.*
- *Driving over bumps and pot holes.*

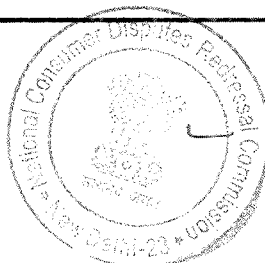
*It follows, therefore, that significant superficial damage can occur without the airbags deploying or, conversely, that a relatively small amount of structural damage may cause the airbags to be deployed."*

*The front airbag deployment is further explained as follows:*

*"Airbag inflation is virtually instantaneous and occurs with considerable force, accompanied by a loud noise. The inflated bag, together with the seat belt restraint system, limit the movement of an occupant, thereby reducing the risk of injury to the head and upper torso.*

*In the case of a severe frontal collision, both front airbags and the driver's knee bolster airbag will be deployed. In the case of a severe side collision, only the side and head airbags on the impacted side of the vehicle will inflate.*

*However, there may also be impact conditions whereby one set of side and all front airbags deploy at the same time, or where front and side airbags respond separately as a result of a secondary impact occurring after the initial collision has taken place."*

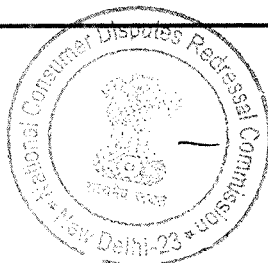


70. There are other instructions indicating as to when the deployment of the airbags could be impeded by certain obstructions.

71. The contention of the learned counsel for the complainants regarding the deployment of airbags has to be understood in the context of the data analysis dated 22.09.2016 dispatched by BOSCH. Learned counsel for the opposite parties, Mr. Pravin Bahadur, has invited the attention of the Bench to item no. 3 of the said analysis quoted above and then the deployment decision that was made by the sensor equipment indicating that the passenger airbag in the first stage opened at 17 ms and at the second stage after 22 ms.

72. It is not disputed that the airbag of the driver side did not open at all but the said data recorder indicates that the seat belt pre-tensioner had been activated within 16.5 ms even before the airbag of the passenger side had been deployed. The explanation given thereafter is that the threshold of the airbag in front of the unbuckled seat was reached and therefore the airbag had opened. But, at the same time the driver seat which was buckled, the threshold for the opening of the airbag had been checked with the pre-tensioner having activated within 16.5 ms. Since the driver seat belt was buckled it was acting independently and similarly the passenger seat deployment was independent of the buckled switch state.

73. Learned counsel for the complainant has urged this technical explanation given by BOSCH is nowhere explained or even remotely indicated in the

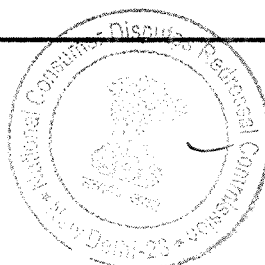


handbook and manual of the vehicle that is on record. This explanation has come forward which even Mr. Andy Shaw and Mr. Roger David Hughes have attempted to explain in their letters and affidavits. The contention of the complainant is that this explanation nowhere finds place for the information of any owner in the detailed handbook and airbag manual which has been filed on record. The only non-deployment that has been reflected in the handbook is on account of certain obstructions. There is no indication of any evidence of any obstruction to the sensors and therefore the technical explanation given is unacceptable.

74. We may point out that this technical report was prompted and retrieved to the extent it has brought on record after orders were passed by this Commission and were filed way back in the year 2016 itself. There is no counter report of any other expert to contradict the data analysis that has been brought on record.

75. What the complainant contends that this analysis of the airbag deployment system is not informed to the owner of the vehicle through either the handbook or the owners' manual or in fact Mr. Bhullar has emphasised that it contradicts and does not match with the declaration made in the handbook/ manual of the car.

76. We have considered the said submissions and in the absence of any other expert evidence the analysis report of BOSCH cannot be rejected outright, but at the same time it is correct that the said explanation in the manner

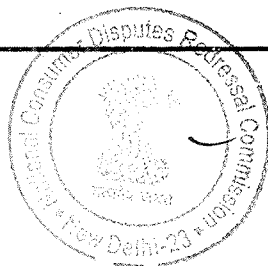


as reflected by the opposite parties does not find mention in the owner's manual.

77. Apart from this the issue of recall has also been reflected in the documents as indicated above including advisories issued by the manufacturers in Unites states in respect of the vehicles in 2009, 2016 and 2020. Apart from this the offer made to the complainant in 2023 through the letter dated 17.02.2023 as quoted above reflects the concern of the opposite parties themselves about failures and non-deployment of airbags.

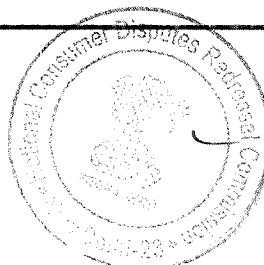
78. The question is as to whether it is a defect or a manufacturing defect. In order to prove a manufacturing defect, the defect should be inherent. In the instant case the passenger seat airbag had opened and therefore it cannot be said that there was any inherent manufacturing defect in respect of sensors of the driver seat where the airbag did not open. On the other hand, had there been a manufacturing defect or any other defect the airbag on the passenger seat side would not have probably opened.

79. The technical report discussed above attempts to explain as to under what circumstances the airbag may not open. As indicated above, there is no counter report to contradict the technical material relied on by the Opposite Parties.



80. On a consideration of these documents particularly the report of Bosch dated 22.09.2016 after analysing the RCM and the event data recorder, the affidavit of Mr. Roger David Hues dated 02.11.2016 supporting the said report and his affidavit dated 20.12.2016 explaining the details of the recalls of the Range Rovers worldwide as also the explanation about the event regarding the vehicle presently in question as well as the affidavits filed on behalf of the OPs what comes out is an explanation regarding the opening of the airbag on the passenger seat side in contrast to the non-opening of the airbag on the driver side does not get reflected in the manual – handbook of the vehicle supplied to the complainant which does not give any explanation as is being suggested in the documents aforesaid. We therefore find the absence of this technical explanation given by Bosch and by the manufacturer in the handbook – manual of the vehicle supplied to the owner. This is certainly lacking in information in the handbook – manual and which in a given case may amount to a deficiency vis-à-vis the owner of the vehicle.

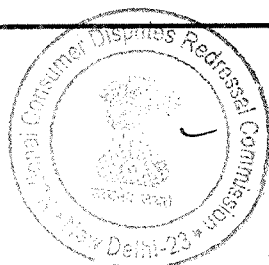
81. What the OPs have tried to explain is that since the seatbelt on the driver side had been buckled and the complainant no. 1 was driving the vehicle with the seatbelt on, therefore it had activated but not to a threshold so as to command the opening of the airbag. At the same time, with an unbuckled seatbelt on the passenger side, the airbag had opened which the OPs state that since the seatbelt was not on, then in that event, the



airbag got activated. We are unable to understand this technology, in as much as, if the passenger seat was unoccupied, there cannot be a need of the opening of the airbag, but if the airbag system are evenly placed, then in the event of a frontal impact in the vehicle, the expected norm is the opening of the airbags in respect of both the seats as the impact is one and the same in respect of both the seats. It is correct that the complainant has not come forward with any counter expert opinion, but for the reasons given hereinafter, we are not further probing into this mechanism as explained by the OPs as it may not be necessary to do so, on the facts of the present case.

82. It may be pointed out that under the Consumer Protection Act, the power to probe into such matters with the aid of experts or any evidence required is permitted through the procedure prescribed under Section 13 of the 1986 Act and now under the provisions of Section 38 of the 2019 Act.

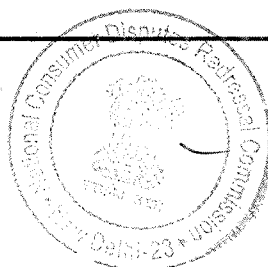
83. The reason why we are not proceeding to either accept or reject the technical reports on record is also because of the fact that we have our doubts regarding the defect in the background of the allegation of the complainant regarding recall of similar vehicles by the manufacturer. Not only this, the complainant had been informed through the letter dated 17.02.2023 where the OPs themselves had intimated the complainant of taking steps regarding the failure and non-deployment of the airbags in



the vehicle in question. Over and above this, the advisories issued by the manufacturers in United States in the year 2009, 2016 and 2020 also raise doubts about the said defects being located in the vehicles manufactured by the respondent manufacturer.

84. However, the main reason for us to refrain from further recording findings in respect of the alleged defect is that the complainant no. 2 was the owner of the vehicle and in fact he did not raise any grievance except for joining as a co-complainant in the present complaint. It was the complainant no. 1 who, in spite of the fact that he was not the owner when the accident took place, subsequently purchased the vehicle and thereafter raised the issue of the non-opening of the airbag and the consequences thereof.

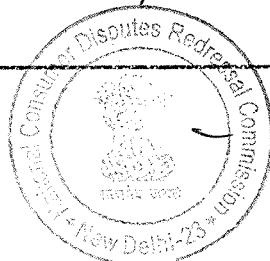
85. It is here that it is necessary to state that the warranty period had already expired prior to the date of accident as already indicated above. In the absence of any warranty coverage, the defective part cannot be replaced at the cost of the manufacturer. The warranty is a limited warranty and cannot be construed to be automatically continuing even for a safety device unless it can be shown that it is meant to be operational throughout the life of the vehicle without any defect. The airbags are controlled by sensors and other electrical equipment which are also subject to wear and tear as well as ageing. Neither the warranty conditions nor the owner's manual in any way guarantees a perpetual



flawless functioning of such equipment even beyond the warranty period. Consequently to compensate the owner in respect of a defective part of the vehicle does not arise.

86. A Warranty is a legally binding guarantee and is a promise assuring a statement of fact of future performance. It is a statement or representation made by the seller of goods contemporaneously with and as a part of the contract of sale having reference to the character, quality or the title of goods and by which he promises and undertakes to ensure that certain facts are or shall be as he then represents. This explanation is given in the Concise Law Dictionary by P. Ramanatha Ayyar, where it is also indicated that a Warranty is express, when the seller makes the affirmation with regard to the article to be sold. A Warranty is implied when the law derives it by implication or inference from the nature of transaction or relating situation or the circumstances of the parties. Warranty and its conditions are also legally codified under Section 124 to Section 127 with reference to a claim for damages. Warranty is a condition of fitness for a particular purpose. This is the object of a warrantee which is qualified by a certain period. The time period for a warranty, if explicitly stated, cannot be stretched beyond the same by implication.

87. The warranty conditions in the present case are very clear and categorical with no segregated indications of any warranty for the airbag system. In the absence of any separate warranty condition it will be difficult for us to



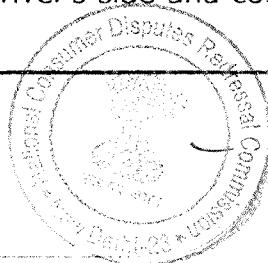
construe an implied warranty inasmuch as there is nothing further on record to gather any such implied warranty for the airbag system in the documents or the pleadings.

88. However, the question regarding safety features of a vehicle does carry with it an expectancy of operational perfection while the vehicle is being utilized. The question is can such an expectation of perfection in performance be inferred to continue as a warranty even after the expiry of the warranty period of a vehicle.

89. In the present case, the issue is relating to an airbag operated by electronically controlled sensors which are based on digital technology and which operate on a programming of the said sensors. An automated sensor therefore has the capacity to take decisions according to the programme fed into it, which includes the operation of the entire safety system.

90. It is questionable as to whether a machine can be permitted to take autonomous decisions in respect of the safety and risk of the life of a person either driving or riding in a car which may require another debate and is not the issue raised here.

91. However, after the submission of the report by M/s. Jaguar Land Rover through its officials, as already indicated above, the burden was discharged by the Opposite Parties by an explanation in respect of non-opening of the airbag of the driver's side and correspondingly the opening



on the passenger's seat side. This explanation through the reports as noted above, has not been countered by any other report or material by the complainant. In our opinion, after the Opposite Party has discharged their burden by bringing on record certain reports after a technical examination as directed by this Commission, then the onus shifted on the complainant to have brought forth any other material to doubt the same.

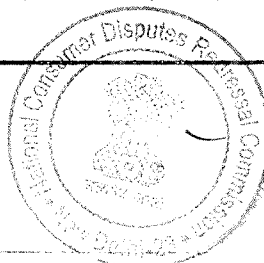
92. We may point out that all modern cars are also tested for the capacity to respond to crashes and have certain benchmarks on impacts. It is those benchmarks which lead to the programming of the sensors for the opening of the airbags. No such material has either been brought forward by the Complainant nor is there any such material in the manual of the car to assess the impact. The Complainant has also not brought forward any evidence / description of warranty or its period through any marking on the seat belts or on the airbag units. It is quite possible that an airbag unit may be tuned to operate as long as the vehicle is used. But the question is of the continuing warranty of such a safety equipment even beyond the period of the warranty of the entire vehicle. The Opposite Party has also not brought forward any material to indicate that all buyers are cautioned separately about the continuing warranty or longevity of the safety equipments like a seatbelt or an airbag. There is no endorsement in the car manual regarding the life of the functioning of the airbags or



guarantee or otherwise the owner being cautioned for getting it checked and replaced after the warranty period of the vehicle.

93. This is so because a safety measure like an airbag may ordinarily not be subject to wear and tear so as to engage the attention of an owner inasmuch as the use of an airbag is only in a case of accident or a heavy impact which may not happen and therefore there is no occasion for the owner to be attentive about any such replacement or extension of warranty of this safety equipment. Nothing has been brought forward before us to indicate that the Opposite Parties were under an obligation to have separately disclosed the warranty period of the electronic sensors or other parts of the airbag system. We say this because the vehicle in question cannot be presumed to be having a warranty in eternity even if it was a high end vehicle. It was certainly not a class of the vehicles as is heard about a Rolls Royce that guarantees perfection throughout the life of the vehicle. Thus the electronic sensors of an airbag system may not be guaranteed with infinite perfection or a period of longevity even beyond the warranty period. Therefore from a technological perspective, there has to be evidence to arrive at a conclusion that a safety equipment like airbags should be presumed to be continuing with perfection even beyond the period of warranty.

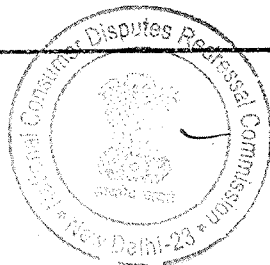
94. There is yet another aspect namely the evidence brought forward by the company to explain the compensatory capacity of the seatbelt upto a



particular threshold, to be taken over by the airbags in the event of a severe impact. We have our concerns about such an argument as perfect technological evidence is lacking which we do not intend to now procure after 14 years of the pendency of the litigation when the Opposite Parties have already brought on record the evidence wayback in the year 2014. As noted above, there is no counter evidence to the same by the complainants and hence it is not possible for us to probe this aspect any further. The complainant could have during this period ventured to produce material to rebut the claim of the opposite parties but its absence impels us to not to interrogate or doubt the version of the OPs.

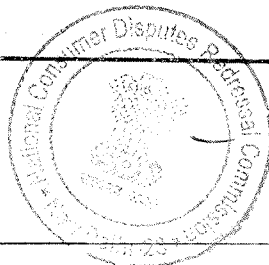
95. However our findings should not be construed to be any final affirmance or acceptance of the technical reports relied on by the OPs referred to hereinabove as we have made our observations to record on judicial approximation on the limited material and pleadings on record.

96. It is evident from the disclosure made by the complainant no. 1 through the written submissions that the vehicle was insured and was repaired under the insurance coverage whereafter the vehicle was released. It has been stated by the complainant no. 1 that the damage to the vehicle had not been completely indemnified by the Insurer and part of the payment for the damage was made by the complainant while receiving back the vehicle. Notably, there is no other manufacturing defect or other defect in the vehicle after repairs in 2014 nor has it been complained of, even



though the vehicle continues to be utilized and is in the service of the complainant no. 1 since 2014 uninterruptedly.

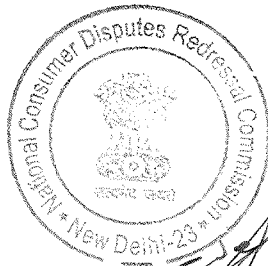
97. Thus, the status of the complainant no. 1 as owner commenced after the expiry of the warranty and the vehicle was purchased after the accident. The complainant has come up with an explanation that it was in order to compensate his friend that in good gesture, the complainant no. 1 had purchased the vehicle from the complainant no. 2. He has further stated that he had also earlier booked a similar vehicle but in these circumstances, he purchased the same vehicle that met with an accident on account of its user by the complainant no. 1. Be that as it may, the vehicle was repaired through an insurance coverage and it is the complainant no. 2, who could have possibly claimed the compensation, but in the instant case the entire relief is being claimed by the complainant no. 1. In such circumstances, there is no occasion to consider any claim by the complainant no. 2 who seems to have been made to join the complaint to give an impression as if it is the complainant no. 2 who is aggrieved. This impression does not carry any weight, in as much as, the complainant no. 2 has nowhere claimed any relief for himself and in fact it is the complainant no. 1 who has claimed all reliefs for himself possibly in the background that he had purchased the vehicle after the accident. We therefore do not find the complainant no. 1 to be entitled to any relief in the said peculiar facts of this case where the warranty is also over. It is



also not explained as to why would a huge investment of Rs.66,00,000/- be made for an accidental vehicle which is sought to be on account of friendship with Complainant No.-2.

98. The complainant no. 1 may have bonafidely thought it appropriate to compensate the complainant no. 2 by purchasing the vehicle from him as the loss was suffered due to the user of the vehicle while being driven by the complainant no. 1, but this circumstance cannot be a ground to infer any deficiency in service to the complainant no. 1. The services of the airbag being complained of beyond the warranty period cannot extend any benefit or a cause to the complainant no. 1 to claim any indemnification for an alleged defect. The background of the case therefore on these peculiar facts does not warrant a relief on the allegations of deficiency made by the complainant against the OPs.

99. The complainant therefore cannot succeed and is accordingly consigned.



Sd/-

( A.P. SAHI, J. )  
PRESIDENT

Sd/-

( BHARATKUMAR PANDYA )  
MEMBER

Mss/Brahm/Pramod/VM/C-1/Reserved

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