STATE CONSUMER DISPUTES REDRESSAL COMMISSION

WEST BENGAL

CONSUMER COMPLAINT NO. SC/19/CC/1029/2019

Zeniak Innovation India Ltd. .....Complainant(s)
PRESENT ADDRESS - Regd. office at 1/238, Gariahat Main Road, Kolkata -700 068.,WEST BENGAL.

Versus

Lexus Motors Ltd. & Another .....Opposite Party(s)
PRESENT ADDRESS - Auto Mall, Plot no. -11D/13-14, Action Area-II, Major Arterial Road, New Town, Rajarhat, North 24 Pgs., P.S. New Town, Kolkata -700 156.,WEST BENGAL.
Lexus Motors Ltd.(Workshop)
PRESENT ADDRESS - P-40/1, Hyde Road, P.S.- South Port Police Station, Kolkata -700 043.,WEST BENGAL.

BEFORE:

HON'BLE MR. RAJES GUHA RAY , JUDICIAL MEMBER

HON'BLE MR. SANTANU SAHA , MEMBER

FOR THE COMPLAINANT: Zeniak Innovation India Ltd., Mr. Sagnik Sen Roy. Dipyaman Sinha. (Advocate)

FOR THE OPPOSITE PARTY: Lexus Motors Ltd. & Another, Mr. A. K. Biswas. (Advocate)

DATED: 03/09/2026

ORDER

Hon'ble Mr. Santanu Saha, Member

Genesis of the dispute

This consumer complaint arises from the purchase of a Land Rover Range Rover manufactured by Jaguar Land Rover India Limited and sold by the opposite parties, who are stated to be authorised dealers and service providers of the manufacturer. The complainant, a company incorporated under the Companies Act, 1956, says that it acquired the vehicle for the personal use of one of its directors, Mr Dilwar Hossain. The grievance is that defects in the front door and the audio system surfaced almost immediately after delivery, that repeated resort to the workshop did not bring about a satisfactory cure and that, despite demand, the vehicle was neither replaced nor was its price refunded. The complaint has accordingly

been instituted under Sections 12, 13 and 14 of the Consumer Protection Act, 1986, alleging defect in the goods and deficiency in after-sales service.

Proceedings before this Commission

Upon admission of the complaint, notice was issued to the opposite parties. They entered appearance and filed a joint written version contesting both maintainability and merits. The complainant relied upon its pleadings, the purchase and registration documents, the emails commencing from 08 August 2019, the legal notice dated 16 September 2019, the service-related documents and the delivery feedback dated 26 November 2019. The opposite parties relied upon their written version, the workshop and warranty records, their correspondence calling upon the complainant to take delivery, and the signed delivery or satisfaction note. The exact exhibit numbers shall be inserted from the paper book in the settled copy of this order.

The complaint was heard on 27 June 2024 and was reserved for judgment on 28 August 2024. Before judgment could be pronounced, the learned Judicial Member constituting the hearing Bench unfortunately passed away. The matter was consequently directed to be heard de novo. The succeeding Bench could not take up the final hearing for want of time, and the present Bench ultimately heard the parties afresh on 05 August 2026. The delay in disposal is attributable to the dislocation occasioned by the COVID-19 pandemic, the heavy docket, adjournments, changes in the constitution of the Bench and the necessity of a de novo hearing. Since the present Bench has independently heard the parties and examined the record, no prejudice is caused by the earlier proceedings having remained inconclusive.

Facts in brief

The vehicle was invoiced or purchased on 31 March 2019 for Rs.53,72,177/- and was delivered on 05 August 2019 bearing registration no. WB-02-AN-9988. According to the complainant, the front door did not close properly and the speaker or audio system malfunctioned almost immediately after delivery. Emails were addressed to the opposite parties from 08 August 2019 onwards. The vehicle was thereafter taken to the workshop, the first workshop visit being stated to be on 19 August 2019. The complainant maintains that successive inspections and attempted repairs did not eliminate the defects and that its demand for replacement was ignored.

A legal notice dated 16 September 2019 was served. In reply, the opposite parties denied any manufacturing defect. They did, however, acknowledge that a complaint concerning the music system had been attended to, while asserting that the requisite parts or the system had been replaced free of cost under warranty and that the car was ready for delivery. The complainant eventually took back the vehicle on 26 November 2019. In the feedback column of the delivery document, a qualification was recorded to the effect that, upon listening to the audio, the sound from the front-left speaker was perceived to be somewhat different and that the sound was continuous. The complainant treats this endorsement as proof that the audio complaint persisted even at redelivery; the opposite parties describe it as a misleading comment deliberately inserted despite satisfactory completion of repairs.

The complainant pleads that, apart from the invoice price of Rs.53,72,177/-, it incurred Rs.3,43,110/- towards registration and other expenditure, and states that the total outlay was Rs.61,93,986/-. The arithmetic appearing from the two identified figures is Rs.57,15,287/-, leaving the balance unexplained in the synopsis. The complainant seeks replacement of the vehicle with a new vehicle of the same make and model or, in the alternative, refund of the purchase price; Rs.8,21,809/- as damages Rs.5,00,000/- as compensation for deficiency in service, harassment and agony and Rs.1,00,000/- as litigation costs.

Submissions on behalf of the opposite parties

Learned counsel for the opposite parties first submits that the complainant is not a consumer within Section 2(1)(d) of the 1986 Act because the vehicle was acquired in the name of a company carrying on business on a large scale. Reliance is placed upon Birla Technologies Ltd. v. Neutral Glass and Allied Industries Ltd., (2011) 1 SCC 525, and upon an order of this Commission in C.C. No. 313 of 2016 said to involve an identical situation. It is urged that the purchase and the warranty services were commercially connected with the complainant's business and therefore stood outside the consumer jurisdiction.

On merits, it is contended that there is no expert opinion, laboratory report or technical evidence proving an inherent manufacturing defect. The manufacturer, Jaguar Land Rover India Limited, has not been impleaded, and an order for replacement of a vehicle manufactured by a non-party would offend natural justice. The dealer says that it rendered every warranty service demanded of it; that the audio complaint was diagnosed and the necessary parts or system were replaced without charge; and that the complainant, despite repeated requests, delayed taking delivery until 26 November 2019. The alleged door problem is denied altogether. According to the opposite parties, the qualified remark in the feedback column was deliberately introduced to create a foundation for replacement of an otherwise roadworthy vehicle. The complaint is therefore said to be vexatious and an attempt to secure an unwarranted windfall.

The opposite parties also dispute any delay in the original delivery. Their case is that the vehicle was ready on 31 March 2019, but Mr Dilwar Hossain elected to take it only on 05 August 2019. They rely upon the reputation of the marque and the warranty attention provided in this case, while reiterating that no material establishes a defect in the front door or a systemic defect in the vehicle.

Submissions on behalf of the complainant

Learned counsel for the complainant answers the preliminary objection by submitting that the car, though purchased in the company's name, was acquired exclusively for the personal use of its director and was not deployed as a taxi, for resale, for hire, or as an instrument of commercial exploitation. A company is a juristic person capable of purchasing goods and maintaining proceedings in its own name. Reliance is placed upon the three-Member Bench decision of the National Commission in Crompton Greaves Ltd. v. Daimler Chrysler India Pvt. Ltd., 2016 SCC OnLine NCDRC 2121, which held that acquisition of a car by a company for the personal use of its director is not a purchase for a commercial purpose.

On merits, the complainant submits that the temporal proximity between delivery and the first complaints, the repeated emails, the extended stay of the vehicle in the workshop, the opposite parties' own replacement of audio components and the qualified feedback at redelivery constitute a coherent body of evidence. In its submission, a buyer of a new luxury vehicle is entitled to expect a trouble-free product and prompt, effective after-sales service. The dealer cannot avoid responsibility merely because the manufacturer has not been impleaded, for the sale and the repair services were rendered by the dealer for consideration. It is urged that the continuing audio complaint after the asserted repair demonstrates deficiency and justifies replacement or refund with compensation.

Points for consideration

The controversy has two distinct limbs which must not be conflated. One concerns an alleged inherent or manufacturing defect warranting replacement of the entire vehicle or refund of its price. The other concerns the quality and timeliness of the diagnosis and repair undertaken by the dealer during the warranty period. The evidentiary threshold and the persons against whom relief may properly be granted are not identical for these two limbs. This consideration together with the pleadings and submissions give rise to the following points for consideration:

i) whether the complainant is a consumer and the complaint is maintainable notwithstanding that the vehicle stands in the name of a company,

ii) whether non-joinder of the manufacturer defeats the complaint wholly or only affects the relief founded upon an alleged manufacturing defect,

iii) whether an inherent manufacturing defect has been proved so as to justify replacement of the vehicle or refund of its price,

iv) whether the opposite parties were deficient in the after-sales service rendered in relation to the audio complaint and the period of workshop retention and, if so,

v) the relief to which the complainant is entitled.

Whether the complainant is a consumer

The objection founded merely upon the complainant's corporate character cannot be accepted. Section 2(1)(m) of the 1986 Act includes a company within the expression 'person'. The exclusion in Section 2(1)(d) is attracted when the goods are obtained for resale or for a commercial purpose. The governing inquiry is therefore into the dominant purpose of the particular transaction and its close and direct nexus, if any, with profit generation, the identity of the purchaser and the price of the goods are not conclusive.

The law on this precise issue now stands authoritatively settled by the Supreme Court in M/s Daimler Chrysler India Pvt. Ltd. v. M/s Controls & Switchgear Company Ltd., 2024 INSC 496, [2024] 7 SCR 416. After considering Laxmi Engineering Works v. P.S.G. Industrial Institute, (1995) 3 SCC 583, Lilavati Kirtilal Mehta Medical Trust v. Unique Shanti Developers, (2020) 2 SCC 265, National Insurance Co. Ltd. v. Harsolia Motors, (2023) 8

SCC 362, and the three-Member decision in Crompton Greaves, the Court held that a vehicle purchased by a company for the use or personal use of its director is not, for that reason alone, purchased for a commercial purpose. The party asserting the exclusion must establish that the dominant purpose or use had a nexus with the company's profit-generating activity. The Supreme Court confirmed the maintainability finding recorded in Crompton Greaves where no such nexus had been shown.

Birla Technologies does not assist the opposite parties on the present facts. There the software modules were acquired by a commercial enterprise for financial accounting, production, marketing, purchase, inventory, payroll and other business functions, and there was an express factual finding that the goods and associated services were used for commercial profit. The Supreme Court applied the statutory exclusion to that established commercial nexus. The decision does not lay down that every purchase by a company is necessarily commercial. Applying it here without first proving a business or profit-generating nexus would disregard both its factual foundation and the later, directly applicable pronouncement in Daimler Chrysler.

The bare reference to C.C. No. 313 of 2016 of this Commission is likewise insufficient. An earlier State Commission order cannot prevail over the binding declaration in Daimler Chrysler. In the case at hand, the complainant has specifically pleaded personal use by its director. The opposite parties have relied on the size and business character of the company but have not identified any evidence showing use for hire, resale, fleet operations or any direct profit-generating activity. The preliminary objection is therefore overruled and the first point is answered in favour of the complainant.

Effect of non-joinder of the manufacturer

The objection of non-joinder requires a more nuanced answer. A dealer may be answerable for its own representations, sale obligations and after-sales service. The absence of the manufacturer does not extinguish a cause of action founded upon the dealer's own acts or omissions. Tata Motors Ltd. v. Antonio Paulo Vaz, (2021) 18 SCC 545, illustrates that liability must be fastened according to the pleadings and proof concerning the role of each entity, a manufacturer's liability cannot be inferred merely from the dealer's conduct, while a dealer may remain liable for a deficiency attributable to it.

At the same time, an adjudication that the vehicle suffered from an inherent manufacturing defect, followed by a direction to replace the entire vehicle or refund its price on that basis, would directly affect the manufacturer and the allocation of obligations under the warranty and dealership arrangement. Jaguar Land Rover India Limited has had no opportunity to contest the technical allegation or produce manufacturing and diagnostic evidence. The non-joinder is therefore material to the claim for whole-vehicle replacement or refund founded on a manufacturing defect, though it is not fatal to the separable claim concerning the opposite parties' own after-sales service. The second point is answered accordingly.

Whether a manufacturing defect warranting replacement or refund is proved

The complainant unquestionably reported an audio complaint within days of delivery. The opposite parties' admission that audio components or the system were replaced under warranty corroborates the existence of a defect in that component at the relevant time. But a defect in a replaceable component, even in a new vehicle, is not without more proof of an inherent or systemic manufacturing defect in the vehicle as a whole. The relief of replacement of the entire vehicle or refund of the full price is substantial and must rest upon proportionate proof.

Section 13(1)(c) of the 1986 Act recognises that, where an allegation of defect cannot be determined without proper analysis or test, an appropriate sample or product may require examination by a suitable laboratory. Motor vehicles often call for expert diagnosis when the asserted defect is technical, intermittent or disputed. No independent automotive engineer's report, diagnostic scan, comparative audio test, laboratory analysis, or Commission-directed inspection has been identified in the supplied record. Nor is there technical material linking the alleged door-closing issue to faulty manufacture. The contemporaneous emails and workshop visits are relevant evidence of complaints; they do not, by themselves, establish the technical cause, permanence and severity necessary for a finding that the entire vehicle was inherently defective.

The complainant's reliance on repeated unsuccessful attention must also be viewed in context. In Daimler Chrysler, 2024 INSC 496, the Supreme Court sustained a finding of defect after considering affidavits, correspondence, test drives, reports of Local Commissioners over extended travel, unsuccessful rectification measures and the supplier's own applications proposing further insulation or repurchase. The evidentiary foundation there was materially different. That decision strengthens consumer protection where persistence of defect is objectively established, it does not dispense with proof in every technical dispute.

The principle in Maruti Udyog Ltd. v. Susheel Kumar Gabgotra, (2006) 4 SCC 644, is apposite to the relief. The Supreme Court held that where the warranty obligation contemplated repair or replacement of a defective part, replacement of the whole car was not justified on an unsupported inference of manufacturing defect; the relief was moulded by directing replacement of the defective clutch assembly without charge and awarding a consolidated sum for inconvenience and costs. On the present material, the audio issue concerns a component which the opposite parties themselves treated as repairable or replaceable under warranty. There is no evidence that the vehicle was rendered unroadworthy, unsafe or substantially incapable of its ordinary purpose, and the door allegation remains unsupported beyond assertion.

We therefore hold that an inherent manufacturing defect warranting replacement of the entire vehicle or refund of its price has not been proved on a preponderance of probabilities. The claims for Rs.8,21,809 as damages and for the stated aggregate outlay are also unsupported by a clear computation and proof of actual loss. The third point is answered against the complainant. This conclusion does not erase the admitted component complaint or immunise deficient repair service, to which we now turn.

Whether the opposite parties were deficient in after-sales service

The opposite parties admit that the vehicle was brought to their workshop on 19 August 2019 with an audio complaint and that parts or the music system were replaced under warranty. Their defence is that the repair was complete and that the complainant delayed collection despite reminders. If a service provider completes repair and clearly tenders delivery, a customer cannot attribute every subsequent day of retention to the service provider. The supplied synopsis does not permit a safe finding that the opposite parties alone caused the entire interval up to 26 November 2019, particularly when each side attributes the delay to the other. Compensation cannot therefore be computed as though wrongful detention for the whole period stood admitted.

The delivery record of 26 November 2019, however, does not support the opposite parties' assertion of unqualified satisfaction. The feedback contemporaneously records that the front-left speaker sounded different and that the sound was continuous. Whether the wording was felicitous is less important than the fact that a live audio concern was recorded at the point of redelivery. A printed or signed satisfaction note must be read as a whole and cannot be severed from a handwritten or contemporaneous qualification. Having undertaken warranty repair, the opposite parties were required to demonstrate, through a transparent diagnostic or a reasoned technical explanation, that the reported difference was rectified, within tolerance, or unrelated to any defect. Their mere characterisation of the comment as mischievous does not discharge that obligation.

The temporal sequence also carries weight. The complaint was raised within three days of delivery; the vehicle entered the workshop within about two weeks; the dealer considered replacement of parts necessary; and the customer preserved a qualification when taking it back. These facts do not prove a systemic manufacturing defect, but they do establish on a preponderance of probabilities that the after-sales process did not culminate in a reasonably documented and mutually verifiable resolution of the audio complaint. A consumer buying a new premium vehicle is entitled to competent diagnosis, clear communication and effective warranty attention. The failure to close the admitted complaint with objective diagnostic confirmation constitutes a shortcoming in the manner of performance and hence deficiency in service within Section 2(1)(g) of the 1986 Act.

No similar finding can be returned concerning the front door. The allegation is specifically denied and no job card, inspection report, photograph, expert opinion or acknowledgment identified in the synopsis corroborates it. Nor can the original delivery interval from 31 March to 05 August 2019 be treated as deficient service when the parties give opposite explanations and the necessary readiness and delivery communications are not set out. The finding of deficiency is therefore confined to the handling and closure of the admitted audio or front-left speaker complaint. The fourth point is answered partly in favour of the complainant.

Relief and proportionality

Replacement or refund being refused, the relief must be tailored to the proved deficiency. The complainant is a juristic person and cannot itself

experience mental pain in the human sense. It can nevertheless receive compensation for an established service deficiency, loss of utility, inconvenience in having its representative pursue repeated warranty attention, and the time and resources reasonably expended. Indeed, Daimler Chrysler confirms that a complainant-company is not for that reason disabled from receiving compensatory relief where defect or deficiency is proved. At the same time, compensation under the Act is restitutive and corrective, not a source of profit. The sum of Rs.5,00,000 claimed for harassment and agony is disproportionate to the limited finding recorded here, while the separate claim of Rs.8,21,809 lacks evidentiary computation.

Balancing the prompt onset of the admitted audio complaint, the extended but disputed workshop period, the qualified redelivery, the absence of proof of a whole-vehicle defect, and the lapse of time during which the vehicle's condition may have changed, a direction for one final documented diagnostic opportunity together with Rs.1,00,000 as consolidated compensation is just. Litigation costs of Rs.50,000 are also appropriate having regard to the age of the proceeding and the complainant's partial success. The diagnostic direction must be confined to the same audio or front-left speaker complaint and must protect the opposite parties against faults caused by subsequent accident, external modification, misuse or ordinary wear unrelated to the 2019 complaint.

Order

Accordingly, the complaint is allowed in part against Opposite Party Nos. 1 and 2 with the following directions:

1. The prayers for replacement of the vehicle bearing registration No. WB-02-AN-9988, refund of its price and registration expenses, and payment of Rs.8,21,809 as damages are rejected.

2. Opposite Party Nos. 1 and 2 shall, jointly and severally, pay the complainant:

(a) Rs.1,00,000 as compensation for deficiency in after-sales service; and

(b) Rs.50,000 as litigation costs.

3. The aforesaid amounts shall be paid within forty-five days from the date of this order, failing which the total sum of Rs.1,50,000 shall carry simple interest @9% per annum from the date of default until realisation.

4. If the complainant presents the vehicle at the workshop of the opposite parties within thirty days from receipt of a certified copy of this order, the opposite parties shall inspect the audio system, particularly the front-left speaker, and rectify the reported problem without charging for parts or labour, provided the problem has not resulted from any subsequent damage or unauthorised alteration.

5. The inspection and necessary repair shall be completed within fifteen working days from the date on which the vehicle is presented.

6. This direction shall not amount to a finding of any manufacturing defect or revival of the general warranty of the vehicle.

7. All other prayers are rejected. No garage or storage charges shall be payable pursuant to these proceedings.

Let a copy of this order be supplied to the parties free of cost in accordance with the applicable rules.

The complaint is accordingly disposed of.

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RAJES GUHA RAY

JUDICIAL MEMBER

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SANTANU SAHA

MEMBER