Dehradun Premier Motors Pvt. Ltd. 15.09.2026
Vs.
SC/5/A/314/2019 Sh. Pradeep Agarwal & Anr.

&

And

SC/5/A/369/2019

Mahindra and Mahindra Ltd.
Vs.
Sh. Pradeep Agarwal & Anr.

STATE CONSUMER DISPUTES REDRESSAL COMMISSION UTTARAKHAND, DEHRADUN

Date of Institution : 07.01.2020
Date of Final Hearing : 20.08.2026
Date of Pronouncement : 15.09.2026

SC/5/A/314/2019

Dehradun Premier Motors Pvt. Ltd.
Office at Haridwar Bypass Road, Ajabpur Kalan, Dehradun
Through Authorised Signatory Sh. S.P. Singh S/o Late Sh. Beant Singh
R/o Wing No. 1, House No. 2/3 Prem Nagar, Dehradun
(Through: Sh. Anurag Gupta, Advocate)
…..Appellant

VERSUS

1. Sh. Pradeep Agarwal S/o Sh. Ram Gopal
R/o House No. 49-A, Mohalla Mehtan, Peeth Bazar, Jwalapur
District Haridwar
(Through: Sh. Neeraj Gupta, Advocate)
…..Respondent No. 1

2. Mahendra & Mahendra Ltd.
Nashik Plant No. 89, MIDC Satur, Nashik 422007
Through Director
(Through: Sh. Sahil Gulati, Advocate)
…..Respondent No. 2

AND

Date of Institution : 07.01.2020
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Dehradun Premier Motors Pvt. Ltd. 15.09.2026
Vs.
SC/5/A/314/2019 Sh. Pradeep Agarwal & Anr.

&

And

SC/5/A/369/2019

Mahindra and Mahindra Ltd.
Vs.
Sh. Pradeep Agarwal & Anr.

SC/5/A/369/2019

Mahindra and Mahindra Ltd.
Automobile Sector, Regd. Off: Mahindra Tower
3rd Floor, Kandivali (East), Mumbai 400101
(Through: Sh. Sahil Gulati, Advocate)
….Appellant

Vs.

1. Sh. Pradeep Agarwal S/o Sh. Ram Gopal
R/o M-49A, Mohalla Mehtan, Peeth Bazar, Jawalapur, Haridwar
(Through: Sh. Neeraj Gupta, Advocate)
…..Respondent No. 1

2. Dehradun Premier Motors Pvt. Ltd.
Haridwar bypass Road, Ajabpur Kalan, Dehradun
(Through: Sh. Anurag Gupta, Advocate)
…..Respondent No. 2

Coram:
Ms. Kumkum Rani, President
Mr. C.M. Singh, Member

ORDER

(Per: Mr. C.M. Singh, Member):

Both the appeals under Section 15 of the Consumer Protection Act, 1986 have been directed against the judgment and order dated 16.07.2019 passed by the learned District Consumer Disputes Redressal Forum, Haridwar (hereinafter to be referred as the District Commission) in consumer complaint No. 63 of 2018 styled as Sh. Pradeep Agarwal Vs. Mahendra & Mahendra Ltd. and Anr., wherein and whereby the complaint was allowed directing the opposite parties to pay Rs. 8,97,885/- together

with 6% simple interest from the date of filing of complaint case, i.e. 06.03.2018 till the date of payment, to the complainant within a period of one month alongwith litigation charges of Rs. 10,000/-.

2. As both the appeals have arisen from the same judgment and order dated 16.07.2019, therefore, it is just, proper and appropriate to decide them together and for the sake of convenience the parties shall be referred to in the same manner as in the consumer complaint. Appeal No. SC/5/A/369/2019 is treated as leading appeal and the parties shall thereafter be referred as status before the District Commission. The findings recorded herein shall govern both the appeals.

3. Briefly stated, the complainant purchased a vehicle 'Mahindra Thar' from the opposite party No. 2 – Authorised Dealer of manufacturer – opposite party No. 1 on dated 03.03.2017 for a consideration of Rs. 8,97,885/- for his personal use. According to the complainant, at the time of purchase, the opposite party No. 2 represented that the vehicle in question being sold was latest 2017 model. Relying upon the said representation, the complainant purchased the vehicle in question and took its delivery. Subsequently at the time of registration of the same, the complainant came to know from the registration certificate of ARTO, Haridwar that the vehicle in question had actually been manufactured in 2016, whereas it was represented and sold to him as a 2017 model. The complainant alleged that the opposite parties had deliberately mentioned the year 2017 in the relevant sale documents including Form-21 and thereby deceived him and indulged in an unfair trade practice and

deficiency in service. The complainant thereafter approached the opposite parties and requested that 2016 manufactured vehicle be replaced by the vehicle manufactured in 2017. However, despite assurances that the matter would be taken up with the manufacturer, no replacement was made. Later on, the complainant sent a legal notice on dated 02.01.2018 to the opposite parties, but they did not acted upon it. Consequently, the complainant alleged that he suffered mental agony, physical hardship and financial loss and filed the present complaint seeking appropriate reliefs.

4. The opposite party No. 1 – Authorised Dealer filed its written statement and denied allegations of the complainant stating that no unfair trade practice and deficiency in service had been committed by it. It was contended by the answering opposite party that the complainant was aware of the model of the vehicle in question purchased by him and that there was no false representation regarding model year. It was further denied that the answering opposite party had collected any excess amount from the complainant. The answering opposite party also contended that both the purchase and delivery of vehicle in question was done in Dehradun, hence the District Commission has no territorial jurisdiction to entertain the complaint. The answering opposite party also contended that the sale letter of vehicle in question contained manufacturing year as 2017, hence the complainant was not entitled to relief claimed, accordingly, the answering opposite party sough dismissal of the complaint.

5. The opposite party No. 2 – Manufacturer filed its written statement stating that the complaint is frivolous and vexatious. The opposite party 2

contented that the District Commission has no territorial jurisdiction to entertain the complaint. It was also submitted that the sale letter mentioned the relevant vehicle particulars and the year 2017, and hence no fraud or unfair trade practice could be attributable to the answering opposite party. Accordingly, the answering opposite party pleaded that there was no deficiency in service and unfair trade practice on its part and the compliant was liable to be dismissed.

6. After hearing the complainant and after taking into consideration the facts and evidence available on record, the District Commission has passed impugned judgment and order dated 16.07.2019 wherein and whereby the complaint was allowed in the above manner.

7. On having been aggrieved by the aforesaid judgment of the District Commission, an appeal No. SC/5/A/314/2019 has been preferred by opposite party No. 2 – as appellant, whereas another appeal bearing No. SC/5/A/369/2019 has been preferred by opposite party No. 1 as appellant.

8. Learned counsel Sh. Anurag Gupta for Dehradun Premier Motors Pvt. Ltd., learned counsel Sh. Neeraj Gupta for Sh. Pradeep Agarwal and learned counsel Sh. Sahil Gulati for Mahendra & Mahendra Ltd. have appeared.

9. We have heard arguments of learned counsel for all the parties and perused the material available on record. .

10. In the appeal No. SC/5/A/369/2019, the opposite party No. 1 has challenged the impugned judgment and order dated 16.07.2019 primarily

on the ground that the District Commission erred in fastening the liability upon the manufacturer despite there being no specific allegation of deficiency attributed to opposite party No. 1. It is further contended that the complaint was not maintainable before the District Commission, Haridwar for want of territorial jurisdiction, as the vehicle in question was purchased and delivered from the opposite party No. 2 at Dehradun. It is further contended that the opposite party Nos. 1 & 2 had principal to principal relationship and opposite party No. 1 could not be held vicariously liable for the acts and omissions of the authorized dealer – opposite party No. 2. The opposite party No. 1 submits that no manufacturing defect was established by the complainant. It is further pleaded that the opposite party No. 1 was not a necessary party, there was no deficiency in service and unfair trade practice on its part and the vehicle in question continued to be used by the complainant for a considerable period without any manufacturing related complaint.

11. In the appeal No. SC/5/A/314/2019, the opposite party No. 2 challenged the impugned judgment and order on the grounds that the findings of the District Commission are contrary to the facts, evidence and law available on record and defence of the opposite party No. 2 was not properly appreciated. It was contended that the complainant was not a consumer within the meaning of Section 2(d)(i) of Consumer Protection Act, 1986 and that the District Commission had no territorial jurisdiction to entertain the complaint, whereas the vehicle in question was delivered at Dehradun. The opposite party No. 2 further alleged that it was denied proper opportunity to lead evidence as the date of evidence was changed without due notice and opportunity to submit evidence was closed in its

absence, thereby violating the principal of natural justice. It was also contended that the District Commission wrongly relied upon the registration certificate for determining the year of manufacturing as the particulars therein were furnished by the manufacturer – opposite party No. 1 and alleged incorrect entry by ARTO, Hardiwar could not be attributed to the opposite party No. 2. The opposite party No. 2 denied cheating and unfair trade practice or deficiency in service.

12. Learned counsel for opposite party No. 1 argued that there is no manufacturing defect and there is deficiency in service on its part.

13. Learned counsel for opposite party No 2 argued that they provided correct information to the ARTO regarding the vehicle in question.

14. Learned counsel for the complainant has supported the impugned judgment and order and argued that there is deficiency in service on the part of the opposite parties.

15. It is admitted fact that the complainant purchased the vehicle in question from the opposite party No. 2 at Dehradun on dated 03.03.2017; the opposite party No. 1 is the manufacturer of the vehicle in question whereas the opposite party No. 2 is the authorised dealer of the vehicle in question. The vehicle in question was thereafter registered with the RTO, Haridwar and continued in possession and use of the complainant. It is also not in dispute that the vehicle in question was purchased in Dehradun and delivered in Dehradun.

16. Before adverting to the main controversy involved in the present appeals, it would be appropriate to first examine whether the District Consumer Disputes Redressal Commission, Haridwar had the territorial jurisdiction to entertain and decide the complaint. The case of the appellants is that the vehicle in question was purchased by the complainant from opposite party No .2 at Dehradun and was delivered at Dehradun. Opposite party No 2 carries on its business at Dehradun, whereas opposite party No -1 is the manufacturer having its registered office at Mumbai. It is, therefore, contended that no part of the cause of action arose within the territorial jurisdiction of District Commission, Haridwar.

17. Under Section 11(2) of the Consumer Protection Act, 1986, a complaint could be instituted before a District Forum within whose territorial jurisdiction the opposite party resides or carries on business, or has a branch office, or where the cause of action, wholly or in part, arises. Thus, the mere residence of the complainant at a particular place does not, by itself, confer territorial jurisdiction upon the District Forum unless the statutory requirements are otherwise satisfied. In the present case, the material on record shows that the vehicle was purchased from opposite party No .2 at Dehradun and the transaction relating to its sale and delivery took place there. There is no material on record to demonstrate that the vehicle was purchased or delivered at Haridwar or that any other material part of the cause of action arose within the territorial jurisdiction of the District Commission, Haridwar.

18. Therefore, on the basis of the material available on record, the mere fact that the complainant approached the District Commission at Haridwar

cannot confer territorial jurisdiction upon it. The objection raised by the appellants regarding territorial jurisdiction, therefore, has substance. Accordingly, we are of the view that the District Consumer Disputes Redressal Commission, Haridwar did not have the territorial jurisdiction to entertain the complaint.

19. Now coming to the principal controversy between the parties related to the year and model of manufacturing of the vehicle in question. The registration certificate records the particulars relied upon the complainant, whereas the opposite party No. 1 disputes the inference drawn from those particulars and asserts that the vehicle in question was a January 2017 model and was latest model at the relevant time. We have perused Form-21 (paper No. 109 of SC/5/A/369/2019) which contains the particulars of vehicle in question furnished by the authorised dealer – opposite party No. 2 to the concerned RTO for registration of the vehicle in question. In the said Form-21, the chassis number of the vehicle in question is mentioned as MA1SL4BUNH2A51925, which is the same chassis recorded in the registration certificate issued by the concerned RTO (paper No. 104). However, the discrepancy is noted regarding the month / year of manufacturing. In Form-21, the month of manufacturing January 2017, whereas in registration certificate, the month of manufacturing is recorded as December 2016. This discrepancy forms the principal of basis of the complainant's allegations that the manufacturer / authorised dealer committed unfair trade practice by representing and selling the vehicle in question as January 2017 model, whereas the vehicle in question was actually manufactured in the year 2016.

20. In this connection, we have perused Rule 122 of Central Motor Vehicles Rules, 1989 in respect of embossing of chassis number and engine number, which reproduced as under: -

> "Chassis number and engine number
>
> 122. Embossment of the chassis number and engine number or in the case of battery operated vehicles, motor number and month of manufacture:-
>
> (1) On and from the date of commencement of the Central Motor Vehicles (Amendment) Rules, 1993, (every motor vehicle including agricultural tractor and construction equipment vehicle other than trailer and semi-trailer) shall bear the identification number including month and year of manufacture, embossed or etched or punched on it: Provided that in such vehicles where space is insufficient for etching, embossing or punching the (engine number/motor number, chassis number and month of manufacture), the etching, embossing or punching of year and month of manufacture shall be on an identification plate welded or rivetted to the body of the vehicle.
>
> (2) The vehicle manufacturer shall intimate to the certifying testing agency regarding the place where the numbers shall be embossed or etched or punched including code for the year and month of production in respect of each model and such testing

agency shall include these details in the certificate of compliance granted by that agency under rule

126. No manufacturer shall change the place of embossing, etching or punching and the code for the month and year of production without prior intimation by registered post to the testing agency which granted the certificate of compliance to these rules: Provided that in no case the height of the chassis number embossed, etched or punched shall be less than five millimetres for vehicles having overall length less than six metres and less than seven millimetres for the vehicle having overall length more than six metres.

21. We have considered paper Nos. 106 to 108 of appeal No. SC/5/A/369/2019 concerning details of location and coding of chassis number under Rule No. 122 of The Central Motor Vehicles Rules, 1989. According to the material produced, the coding system certified by the testing agency provides that the 10^{th} digit from left in the chassis number denotes the year of production and 12^{th} digit from left in the chassis number denotes the month of vehicle (paper No. 108 of appeal No. SC/5/A/369/2019).

22. Further, Paper No. 107 of Appeal No. SC/5/A/369/2019 sets out the values assigned to the codes representing the month and year of production of the vehicle, specifically in respect of the basic model of Mahindra Thar. The chassis number of the vehicle in question is MA1SL4BUNH2A51925.

Now applying the said coding system as per paper No. 107 of appeal No. SC/5/A/369/2019, 10th digit from left is 'H' which corresponds to the year 2017, while the 12th digit from left is 'A', which corresponds the January. Thus, the chassis number itself, when read in accordance with certified coding system indicates that the vehicle in question was manufactured in January, 2017. Significantly, the chassis number in Form-21 and registration certificate issued by the RTO, Haridwar is identical. Therefore, there is no dispute regarding the identity of vehicle in question.

23. Thus, the material produced by the appellants of both the appeals concerning the coding system provides a specific technical basis for determining the month and year of manufacturing, whereas the entry of December 2016 in registration certificate issue by RTO, Haridwar is not by itself sufficient to establish that the vehicle in question was manufactured in December 2016. We, therefore, find that the allegation that the appellants supplied December, 2016 manufactured vehicle, while representing it as January, 2017 is not proved, and hence in the absence of further evidence, it cannot automatically attributed to fraud and deliberate misrepresentation by the appellants.

24. In the present case, the appellants have brought to the notice of this Commission that the complainant has sold the vehicle in question during the pendency of the present appeals and that the said vehicle has already been transferred and registered in the name of the new purchaser. This fact has not been disputed by the complainant. Thus, it is an admitted position on record that the complainant has parted with the subject vehicle and is no longer its registered owner or in possession thereof. The appellant in appeal No. SC/5/A/314/2019 has also placed reliance upon the judgment of the

Hon'ble National Consumer Disputes Redressal Commission in **Revision Petition No. 2622 of 2012** in **M/s Honda Cars India Ltd Vs Jatinder Singh Madan** on **11th October 2013** particularly paragraph No. 6 thereof, wherein the Hon'ble National Commission observed:-

> **"6.** We have held in **R.P. No. 2562 of 2012 Tata Motors Ltd. & Anr. Vs. Hazoor Maharaj Baba Des Rajji Chela Baba Dewa Singhji (Radha Swami) & Anr.** decided on **25.09.2013** that once vehicle is sold during pendency of the complaint, complainant does not remain consumer for the purposes of Consumer Protection Act. In that judgment, we have placed reliance on **I (2008) CPJ 249 (NC) Hoshiarpur Improvement Trust Vs. Major Amrit Lal Saini** and judgement dated **23.04.2013** passed by this Commission in **Appeal No. 466 of 2008 Mr. Rajiv Gulati Vs. Authorised Signatory M/s. Tata Engineering & Locomotive Co. Ltd. & Ors**.
>
> In this case, as vehicle has been sold by complainant during pendency of appeal which was filed in the year 2007 and decided in the year 2012, complainant ceases to be a consumer under C.P. Act and complaint is liable to be dismissed."

25. In view of the foregoing reasons, we are of the considered view that the impugned judgment and order passed by the District Commission is perverse. The same cannot be sustained and is liable to be set aside. Accordingly, both the appeals deserve to be allowed. The impugned

judgment and order dated 16.07.2019 passed by the learned District Commission, Haridwar is liable to be set aside.

26. Accordingly, both the appeals No. SC/5/A/314/2019 and SC/5/A/369/2019 are allowed. Impugned judgment and order dated 16.07.2019 is hereby set aside. Consumer complaint shall stand dismissed. No order as to costs of the appeals.

27. Statutory amount, if any, deposited by the appellant of appeal No. SC/5/A/314/2019 and appellant of appeal No. SC/5/A/369/2019, be returned to them.

28. A copy of this Order be provided to all the parties free of cost as mandated by the Consumer Protection Act, 1986 /2019. The Order be uploaded forthwith on the website of the Commission for the perusal of the parties. The copy of this order be sent to the concerned District Commission for record and necessary information.

29. Appeal files be consigned to the record room alongwith a copy of this Order.

30. A copy of this judgment be kept in the connected appeal No. SC/5/A/314/2019.

(Ms. Kumkum Rani)
President

(Mr. C.M. Singh)
Member

Pronounced on: 15.09.2026