

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,
GURGAON-122001**

Consumer Complaint No: 381 of 2022

Date of Institution: 02.05.2022

Date of Decision: 16.10.2023

Mr. Kailash Kumar Sawalka son of Shri Murlidhar Sawalka, resident of C-11/7, DLF City, Phase-1, Gurugram-122002, Contact No.9910056500, Email kailash.sawalka@gmail.com.

.....Complainant

Versus

Bridgestone India Pvt. Ltd., having its registered office at Plot No.-A43, Phase-II, MIDC Chakan, Village Sawardari, Taluka Khed, District Pune, Maharashtra - 410501, India.

.....Opposite party

Complaint under Section 35 of Consumer Protection Act, 2019.

**BEFORE: SHRI SANJEEV JINDAL, PRESIDENT.
MS. JYOTI SIWACH, MEMBER.
MS. KHUSHWINDER KAUR, MEMBER.**

Present: Shri B.K. Pandey, Advocate for the complainant.
OP proceeded against ex-parte VOD 13.09.2022.

ORDER JYOTI SIWACH, MEMBER.

Shorn off unnecessary details, briefly stated, it is the case of the complainant that he had purchased an i20 Car on 11.08.2017 from M/s Orion Automobiles Pvt. Ltd., Gurgaon for an amount of Rs.5,94,513/- vide Invoice No N2A01H201700399 (Copy of the Purchase Details and Payment Details annexed as "**Annexure B**"). The subject car till date had run on the road for a total mileage of 32880 KMS, but the tyres installed therein being of very cheap and of low quality were worn out and got damaged, whereas

in a normal course it should not have happened. So, the complainant sent his vehicle for inspection to Defy Motors Pvt Ltd, (M/S.Orion) from where the OP forwarded it to M/S Mahadev, Dealer at Gurgaon for the inspection but after inspection of the tyres, the latter refused for the replacement thereof. The complainant intimated the respondent regarding the above-mentioned inspection report but got no positive response there-from for the reason best known to it. Due to the defective tyres, the complainant had a narrow escape from a major accident by the grace of God. Thereafter, the complainant again requested the OP several times to replace the aforesaid defective tyres with the new ones but to no avail. A legal notice dated 23.02.2022 was also served by the complainant upon the OP, but it did not yield any result. Hence, this complaint. In the end, the complainant prayed for issuing directions to the OP to replace the defective tyres with the new ones and to pay him the compensation of Rs.5000/- for causing mental harassment, agony and deficiency in service along-with litigation expenses. Any other relief which deemed fit by this Court, has also been prayed for by the complainant.

2. The OP preferred to be proceeded against ex-parte on 13.09.2022 by not bothering/opting to appear in this Court till 3.20 P.M as the summon issued to it not received back served or unserved and a stipulated period had already been lapsed. Thereafter, the case was fixed for ex-parte evidence of the complainant to be adduced at his own responsibility.

3. On 02.06.2023, in his ex-parte evidence, the complainant placed on the record of this file his own affidavit which is **Ex.CW1/A** coupled with certain other documents which are **Ex. C-1 to Ex.C-4**. Thereafter, the case was fixed for ex-parte arguments.

4. We have gone through the record on the file of this complaint carefully, and have heard the ex-parte arguments.

5. There is nothing on the record of this file to disbelieve and discredit the aforesaid ex-parte evidence of the complainant as the OP has preferred to be proceeded against ex-parte instead of defending the present lis.

Since, the OP in this case has been proceeded against ex-parte and there is no evidence on its behalf on the record of this file, so, on this score also, the evidence produced on the record of this file by the complainant goes unrebutted, and, as such, this Commission does not find any reasons to disbelieve the same. Accordingly, the complaint of the complainant becomes liable to be accepted with costs.

6. Even otherwise, the perusal of the documents placed on the record of this file by the complainant in his ex-parte evidence including the documents i.e. the Retail Invoice **Ex.C-2** which shows that the complainant had paid the amount of Rs.5,94,513/- for purchasing the above said vehicle and the receipts thereof, further confirm the aforesaid assertions/submissions of the complainant. Hence, this complaint is

hereby allowed with costs, with the direction to the OP to replace the tyres of the subject vehicle with the new ones. The OP is further directed to pay the amount of Rs.5000/-to the complainant as compensation on account of mental harassment, agony and pain caused to him as prayed for along-with the amount of Rs.3300/- as litigation expenses. The OP is directed to comply with the aforesaid directions within 45 days from the date of this order, failing which the awarded amount will attract interest @ 12% per annum till actual realization.

7. If the order of this Commission is not complied with, then the complainant shall also be entitled to file the execution petition under Section 71(1) of the Consumer Protection Act, 2019 and in that eventuality, the OP may also be held liable for prosecution under Section 72 of the said act which envisages punishment with imprisonment for a term which shall not be less than one month, but which may extend to three years, or with fine, which shall not be less than Rs.25,000/-, but which may extend to Rs.1,00,000/-, or with both. The copy of the order be supplied to the parties free of cost as per the rules. The order be promptly uploaded on the website of this Commission. File be consigned to the record room, after due compliance.

Announced.
16.10.2023

(Jyoti Siwach)
Member

(Khushwinder Kaur)
Member

(Sanjeev Jindal)
President,
District Consumer Disputes
Redressal Commission, Gurgaon