

2. The Opposite party NO.1 in its reply stated that the complainant has reported humming noise from the wheels of the vehicle on 3rd service on 3.6.2020, when the car already covered almost 45,-47,000/- kilometers. The complaint was duly inspected with regard to the humming sound in the tyres after thorough inspection it was found that the noise is due to wear and tear issue and not due to manufacturing defect of vehicle. The said issue was never reported during the first and second service, which were executed at 15,000 and 30,000 kilometers respectively. It is averred that vehicle manufacturing warranty does not cover the tyres as they are warranted by the tyre manufacturers themselves. Since the tyres are the all season handkook 235/55 R-18 the same are warranted by the Handkook company itself and as such the complainant should approach the manufacturer of tyres i.e. handkook itself, and there is no deficiency on the part of the answering OP. All other allegations made in the complaint has been denied being wrong.
3. OP No.2 in its reply stated that the complainant first time informed the dealership about the humming sound on 3.6.2020 and as such he was informed with regard to uneven wear of the tyres after diagnosis and it is denied that the uneven wear tyres was due to incorrect/non-aligned wheel rotation. As the first service was a free service, therefore, nothing was mentioned in the tax invoice and tax invoice dated 30.9.2019 contains the alignment and wheel balancing job and as such the question deficiency in service does not arise. It is alleged that the complainant was aware of the fact that wheel alignment was to be carried out at the interval of 10000km but the complainant himself is negligent by not visiting the dealership at the time of odometer reading of 10000km and he has failed to show that he has undertaken the wheel alignment from any other authorized agency/dealership. Denying all other allegation made in the complaint it is prayed that the complaint be dismissed.
4. Rejoinder was filed and averments made in the consumer complaint were reiterated
5. Contesting parties led evidence by way of affidavits and documents.
6. We have heard the learned counsel for the contesting parties and gone through the record of the case.
7. On perusal of the complaint it is gathered that the main grievance of the complainant is that the tyres of the vehicle got uneven wear due to negligent attitude of the OPs as they did not perform tyre rotation and wheel alignment as and when it was brought to them for service.
8. On perusal of Annexure C-13, it is observed that after sales itemized billing of service invoice clearly show OEM parts, oil , lubricants and labour charges. On perusal of Annexure C-4, which contains the details of first PMS service, it is observed that there is no mention of tyre rotation/wheel balancing/wheel alignment, when the odometer reading has been shown as 15,115 km.
9. on perusal of owner manual on page 283, it is mentioned as below:-

“for uniform wear on all tyres, we recommend that you change the wheels every 10,000 km according to the schedule.”

10. Hence, we are of the considered view that as and when the complainant vehicle was brought for service the OP No.2 itself is at fault for violating their own document suggesting that for uniform wear on all tyres the wheel should have been changed.
11. Even on perusal of Annexure C-5, which is a second service report at 30,000km, there is no mention of carrying out of any rotation, hence, it is the negligent attitude of the officials of OP No.2 which has led to uneven wear and tear of tyres, due to non following of instructions carried in the owner’s manual.
12. From the above discussion we are of the view that OP No.2 is deficient in rendering service, which caused undue harassment to the complainant and as such the complaint is liable to be partly allowed.
13. In view of the above discussion, the present consumer complaint partly succeeds and the same is accordingly partly allowed. OP No.2 is directed as under:-
 - i. to pay Rs.50,000/- to the complainant as compensation for causing mental agony and harassment to him;
 - ii. to pay Rs.10,000/- to the complainant as costs of litigation.
14. This order be complied with by the OP No.2 within thirty days from the date of receipt of its certified copy, failing which, they shall make the payment of the amounts mentioned at Sr.No.(i) above, with interest @ 12% per annum from the date of this order, till realization, apart from compliance of direction at Sr.No.(ii) above.
15. complaint against OP No.1 stands dismissed.

16. Certified copies of this order be sent to the parties free of charge. The file be consigned

sd/-

**[Pawanjit Singh]
President**

Sd/-

**[Suresh Kumar Sardana]
Member**