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DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION-I, **U.T. CHANDIGARH**

Consumer Complaint No.	:	CC/400/2020
Date of Institution	:	22.9.2020
Date of Decision	:	11/8/2023

Col Bhalinder Singh Brar (Retd.) son of late Maj Harcharan Singh resident of flat No.C-603, Maya Garden, Phase-1, VIP Road, Zirakpur, Dera Bassi, SAS Nagar (Mohali), Punjab-140603.

... Complainant

VERSUS

- 1. SKODA Auto Volkswagen India Private Limited through its Managing Director, E-1, MIDC Industrial Area, Phase-III, village, Nigoje, Mhalunge, Kharabwadi, Chakan, Taluka Khed, Pune, Maharastra-410 501.
- 2. Chief Executive Officer, M/s Krishna Auto Sales 77-E, Industrial Area, Phase-I, Chandigarh. 160002.

. ... Opposite Parties

CORAM: PAWANJIT SINGH **PRESIDENT MEMBER**

SURESH KUMAR SARDANA

ARGUED BY

Complainant in person and Ms. Jasneet Kaur, counsel for complainant.

Sh. Kanwardeep Singh counsel for OP No.1

Sh. Jagvir Sharma, counsel for OP No.2.

Per SURESH KUMAR SARDANA, Member

Briefly stated the complainant purchased a SKODA Kodiaq from the OPs through canteen Stores Department of the Indian Army. The first service of the vehicle was done on 7.1.2019 at 15,000 KM. However, in less than 18 months of purchasing the vehicle started giving problem of humming sound coming from wheels of the vehicle despite getting regular service done from OP No.2. The complainant approached the OPs several times but to no result. Later it came forth that the problem was due to incorrect wheel alignment and non-rotation of wheels and in the third service the complainant was informed that the problem was because of uneven wear of the tyres due to incorrect/non-aligned wheel rotation and the OPs informed the complainant that all the 4 tyres required replacement but at the cost of the complainant as tyres are not covered under warranty. The complainant approached the OPs many times to solve the issue but to no avail. Alleging the aforesaid act of Opposite Parties deficiency in service and unfair trade practice on their part, this complaint has been filed

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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 issued 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 tyres 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.

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

sd/-

[Pawanjit Singh] **President**

Sd/-

[Suresh Kumar Sardana] Member