

Date of Filing : 20/02/2024

Date of Order : 03/06/2024

**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION,**  
**TIRUVANNAMALAI**

<b><u>PRESENT:</u></b> THIRU. K. GANESAN, M.L. THIRU. J. RAVINDRAN, B.COM., B.L., TMT. R. VIJAYA, B.Sc., M.A., M.L.,	<b>PRESIDENT</b> <b>MEMBER-I</b> <b>MEMBER-II</b>
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**C.C. No. 59 / 2024**

**MONDAY, THE 3<sup>rd</sup> DAY OF JUNE, 2024**

Tamilselvan,  
S/o. Lakshmanan,  
No. 65, Kongarapattu Road,  
Vallam Village and Post,  
Senchi Taluk, Villupuram District. .... Complainant

- Vs -

1. The Manager,  
OLA Electric Mobility Private Limited,  
4<sup>th</sup> Block, 17<sup>th</sup> Main 100 Regent,  
Insignia, # 414, 3<sup>rd</sup> 560 034 Bangalore.

2. The Manager,  
OLA Experience Centre,  
No.1459, Kanji – Tiruvannamalai Road,  
Vengikkal, Tiruvannamalai. .... Opposite parties

Counsel for the Complainant : M/s. R. Mahavishnu & P. Periyathambi  
Counsel for the 1<sup>st</sup> & 2<sup>nd</sup> Opposite Parties : Exparte

In spite of several opportunities given, the opposite parties did not appear and no written version was filed within the stipulated time of 45 days, hence the opposite parties were set exparte. On perusal of the records and the written argument on complainant side and upon hearing the oral argument on complainant side, this Commission delivered the following:

## **ORDER**

### **BY THIRU. K. GANESAN, M.L., PRESIDENT**

1. This complaint has been filed by the complainant u/s 35 of the Consumer Protection Act, 2019 to direct the opposite parties to refund Rs.1,32,165/- paid for the purchase of the vehicle and to pay Rs.15,00,000/- towards compensation for mental agony and the loss incurred by the complainant due to the deficiency in service of the opposite parties and to pay the cost of the proceedings.

### **2. COMPLAINT IN BRIEF:-**

On 05/12/2023, the complainant approached the 2<sup>nd</sup> opposite party to purchase an Electric Scooter. The branch in-charge at the showroom informed him that the estimated delivery date is 13/12/2023. However, insisted for full payment of Rs.1,32,165/- if the vehicle has to be delivered immediately. The complainant paid the full amount for the vehicle through both credit card and debit card on 05/12/2023 and received an online receipt. The vehicle insurance was obtained on 6/12/2023 under the complainant's name. On 11/12/2023, the complainant received VAHAN 1 OTP to register the vehicle. Subsequently, when the complainant inquired about the registration timeline, the 2<sup>nd</sup> opposite party changed the dates without providing a clear explanation, leading to mental distress and anguish for the complainant. Despite multiple attempts to contact the 2<sup>nd</sup> opposite party's office, the complainant was consistently ignored without justification. Later, the complainant obtained a mobile number claiming to be the Manager's on Whatsapp. The complainant contacted the Manager regarding the vehicle's delivery but he advised him to wait for an additional 15 days. When the complainant asked why, the opposite party replied that their company had not yet renewed the TSR copy required to sell vehicles, which caused a problem with the

vehicle's registration. Due to the negligence and carelessness of the office staff of the 2<sup>nd</sup> opposite party, the insurance for a vehicle that is not yet ready for registration has caused a loss to the complainant. Furthermore, the complainant has suffered a huge loss because the vehicle has not been registered even after the days specified during the booking of the vehicle. The complainant had booked the vehicle for the daily treatment of his grandparents at an emergency hospital and has not been able to avail of it. The office of the 2<sup>nd</sup> opposite party operates under the management of the 1<sup>st</sup> opposite party, making the 1<sup>st</sup> opposite party also responsible for the issue. The complainant sent a legal notice through his counsel on 26/12/2023. The opposite parties have received the notice but they have not sent reply nor delivered the vehicle. Hence filed this complaint for the refund of the cost of the vehicle and claim compensation for the mental agony.

3. In spite of several opportunities given, the opposite parties did not appear and no written version was filed within the stipulated time of 45 days, hence the opposite parties were set exparte.

4. The complainant filed proof affidavit and Ex.A1 to Ex.A6 were marked.

#### **5. POINTS FOR CONSIDERATION:**

1. Whether there is any deficiency in service on the part of the opposite parties?
2. Whether the complainant is entitled for the refund of Rs.1,32,165/- paid for the purchase of the vehicle?

3. Whether the complainant is entitled for Rs. 15,00,000/- towards compensation for mental agony and the loss incurred by the complainant due to the deficiency in service of the opposite party and costs?
4. To what other relief if any the complainant is entitled for?

#### **6. POINT No: 1**

The complainant in his complaint and evidence on affidavit has contended that on 05/12/2023, he visited the 2<sup>nd</sup> opposite party's showroom to purchase an Electric Scooter. The branch in-charge informed him that the estimated delivery date was 13/12/2023. However, insisted for full payment of Rs.1,32,165/- if the vehicle has to be delivered immediately. The complainant made the full payment through credit and debit cards and received an online receipt, Exh.A1. The vehicle insurance Exh.A4 was obtained on 06/12/2023 in the complainant's name. On 11/12/2023, the complainant received an OTP from VAHAN for vehicle registration. However, when the complainant inquired about the registration timeline, the 2<sup>nd</sup> opposite party changed the dates without clear reasons, causing mental distress. Despite multiple attempts, the complainant's inquiries were ignored. The complainant later contacted a number claimed to be the Manager's on Whatsapp, who advised waiting an additional 15 days due to the Company's failure to renew the TSR copy required for vehicle registration. This negligence resulted in a loss, including unnecessary insurance costs and the inability to use the vehicle for the complainant's grandparents' hospital visits. The 1<sup>st</sup> opposite party, managing the 2<sup>nd</sup> opposite party's office, is also held responsible. The complainant sent a legal notice on 26/12/2023, demanding a refund of Rs.1,32,165/- and Rs. 5 lakhs as compensation for distress and lack of communication. Copy of legal

notice and postal receipt were marked as Exh.A5. The opposite parties have received the notice. Copy of the postal track report was marked as Exh.A6 but, they have not sent any reply.

7. In spite of several opportunities given, the opposite parties did not appear and no written version was filed within the stipulated time of 45 days, hence the opposite parties were set exparte.

8. The complainant has proved his claim through evidence affidavit and Exh.A1 to Exh.A6. Even after receiving notice from this Commission, the opposite parties did not appear and file written version denying the claim of the complainant and remained exparte. Hence adverse inference has to drawn against the opposite parties. Having received the entire sale price, the 2<sup>nd</sup> opposite party failed to deliver the vehicle to the complainant inspite of several requests and demands made and legal notice also issued. No specific allegations made against the 1<sup>st</sup> opposite party regarding any deficiency in service. Hence this Commission holds that the 2<sup>nd</sup> opposite party alone has committed deficiency in service. Point No.1 is answered accordingly.

### **9. Point No.2**

The complainant has claimed for the refund of Rs.1,32,165/- paid for the purchase of the vehicle. This Commission in Point No.1 after elaborate discussion has held that having received the entire sale price the 2<sup>nd</sup> opposite party failed to deliver the vehicle to the complainant and thus committed deficiency in service. Hence this Commission holds that the complainant is entitled for the refund of Rs.1,32,165/- from the 2<sup>nd</sup> opposite party, paid for the purchase of the vehicle. This point is answered accordingly.

**10. Point Nos. 3 and 4**

The complainant has claimed Rs.15,00,000/- towards compensation for mental agony and the loss incurred by the complainant due to the deficiency in service of the opposite party. This Commission in Point No.1 after elaborate discussion has held that having received the entire sale price the 2<sup>nd</sup> opposite party failed to deliver the vehicle to the complainant and thus committed deficiency in service. This would have caused mental agony to the complainant. Hence this Commission holds that the complainant is entitled for compensation from the 2<sup>nd</sup> opposite party. At the same time the compensation should be commensurate with mental agony suffered by the complainant and it is required to be fair, just and not unreasonable and arbitrary. At the cost of the service provider, this Commission should not enrich the complainant by awarding unfair, unreasonable and highly excessive compensation. Hence this Commission holds that awarding Rs.50,000/- towards compensation for the mental agony will be sufficient in this case and costs. These points are answered accordingly.

**In the result, this complaint is partly allowed. The 2<sup>nd</sup> opposite party is directed to refund Rs.1,32,165/- (Rupees One Lakh Thirty Two Thousand One Hundred and Sixty Five only) paid for the purchase of the vehicle and to pay Rs.50,000/- (Rupees Fifty Thousand only) as compensation towards the mental agony and hardship caused to the complainant by the 2<sup>nd</sup> opposite party and also pay a sum of Rs.5,000/- (Rupees Five thousand only) towards costs to the complainant within two months from the date of this order, failing which, the complainant is entitled to recover the above amount with interest at the rate of 6%**

**per annum from the date of this order till the date of realization. The complaint is dismissed as far as the 1<sup>st</sup> opposite party is concerned.**

Dictated by the President, computerized by the Steno-typist and corrected by the President and pronounced by us in Open Commission on this the 3<sup>rd</sup> day of June 2024.

**Sd/-  
MEMBER-II**

**Sd/-  
MEMBER-I**

**Sd/-  
PRESIDENT**

**Documents filed on the side of the Complainant:**

Exh.A1	05/12/2023	Copy of Online Payment Receipt
Exh.A2		Copy of the payment confirmation
Exh.A3		Copy of receipt of payment and regarding the actual date of vehicle delivery
Exh.A4		Copy of insurance in the name of the complainant
Exh.A5	26/12/2023	Copy of legal notice and postal receipt
Exh.A6		Copy of the postal track report

**Sd/-  
MEMBER-II**

**Sd/-  
MEMBER-I**

**Sd/-  
PRESIDENT**