

Date of Filing: 16.08.2023  
Date of Order: 07.06.2024

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION – I, HYDERABAD  
P r e s e n t

HON'BLE MRS. B. UMA VENKATA SUBBA LAKSHMI, PRESIDENT  
HON'BLE MRS. C. LAKSHMI PRASANNA, MEMBER  
HON'BLE MRS. D. MADHAVI LATHA, MEMBER

On this the Friday, the 07<sup>th</sup> day of June, 2024

C.C.No. 352/2023

Between:-

K. Srinivasa Reddy, S/o K. Narayana Reddy,  
Aged about 55 years, Occ: Advocate,  
Flat No. 102, 2<sup>nd</sup> Floor, Sri Krishna's,  
KRP Towers, Maruthinagar, Old Bowenpally,  
Hyderabad – 11, Mobile No. 7659997170

....Complainant

AND

1. PuR Energy Pvt Ltd,  
Rep. by its Managing Director,  
H.No. 10-38/2, Survey No. 424/AA3,  
Beside Arya College of Pharmacy,  
Near IIT Hyderabad, Kandi Village,  
Sanga Reddy Dist- 502 285.
2. E-Drive-Munnangi Motors,  
H.No. 12-6-1/C/NR, 811,  
Viveknagar, Kukatpally,  
Hyderabad – 500 072,  
Rep. by its authorized signatory.

....Opposite Parties

Counsel for the Complainant	: Party-In-Person
Counsel for the Opposite party No.1	: K. Sai Prashanth Reddy
Counsel for the Opposite party No.2	: Ex-Parte

O R D E R

(By HON'BLE MRS. D. MADHAVI LATHA, MEMBER  
on behalf of the bench)

1. The present complaint is filed by the complainant U/Sec.35 of The Consumer Protection Act, 2019 alleging unfair trade practice/deficiency of service on the part of the Opposite Parties and seeking the following reliefs- to direct the Opposite Parties:

- a. to return the vehicle along with a new battery immediately, or to refund the amount of Rs.90,000/-

(Rupees Ninety Thousand Only) paid by complainant for the vehicle;

- b. to pay a sum of Rs. 50,000/- (Rupees Fifty Thousand only) towards damages and for mental agony sustained by the Complainant and his family;
- c. to pay a sum of Rs.250/- (Rupees Two Hundred and Fifty only) per day towards costs of conveyance expenses being incurred every day since 1st July, 2023, till date;
- d. to award costs of this Complaint i.e., Rs.20,000/- (Rupees Twenty Thousand Only), and
- e. to pass such other relief or reliefs as this Commission deems fit and proper in the interest of justice.

**The brief facts of the case are:**

2. The case of the Complainant is that he purchased an electric scooter, model PURE-E-PLUTO-7G, on 12/09/2021 for Rs. 90,000/- (Rupees Ninety Thousand Only) from the showroom of Opposite Party No.2 (Invoice No. e-Way bill No.EDM/VR0288- Ex. A1). Since purchase, the scooter faced persistent battery issues, with rapid discharge and inadequate mileage. Despite numerous complaints, Opposite Party No.2 failed to resolve the issues, displaying negligence and unprofessionalism. The complainant contacted the service centre 7-8 times over 22 months and 16,000 km of usage, with the battery and scooter being retained for 3-4 days each time. They used to say problem was due to software.

It is submitted that in August 2022, (i.e. after 11-12 months of usage) with an odometer reading of around 8,000 km, the complainant has to contacted the opposite party no. 2 with battery discharge problem and on much pusuation the scooter with stand by battery of inferior capacity was given to the complainant. The complainant many times faced problems with the service centre and showroom persons because of the battery. However, the battery was replaced by Opposite Party No.1 in the end of October 2022.

- 2.1.** By June 2023, the new battery also malfunctioned after only 9 months on 7,000-8,000 km of usage. On 01/07/2023, the complainant handed over the scooter and battery to Opposite Party No.2 for testing. On 05/07/2023, they were informed that the battery needs to be sent to Opposite Party No.1- PuR Energy Pvt. Ltd., for further checks, which would take 45-60 days for a resolution. The complainant requested a standby battery, which was not provided.
- 2.2.** On 08/07/2023, Mr. Pavan from Opposite Party No.1 confirmed that the defective battery needed to be sent to the manufacturer and reiterated the 45–60 days replacement period. On 13/07/2023, the complainant received Ticket No. S-1000966845 from service people of Opposite Party No.1, indicating the issue transfer to OP 1 i.e. PuR Energy Pvt. Ltd for any resolution. He also submitted the need of vehicle in lieu of his son flying to abroad but, the opposite party No.2 expressed inability asking him to wait till opposite party No.1 returning the battery. Since then, the complainant faced non-responsiveness from both parties, resulting in significant inconvenience and financial loss. The complainant seeks compensation for financial loss and mental distress due to the prolonged and unresolved issues, including daily conveyance expenses of Rs. 250/- for 47 days until 16/08/2023, along with to return the vehicle with a new battery immediately, or to refund the amount of Rs.90,000/- (Rupees Ninety Thousand Only) paid by complainant for the vehicle, and Rs. 50,000/- (Rupees Fifty Thousand only) towards damages and for mental agony sustained by the Complainant and his family. Hence this complaint.
- 2.3.** As per the docket proceedings, as the O.P.No.2 refused notice, hence deemed to have been served and hence set ex-parte.
- 3.** In the Written Version Opposite Party No.1- PUR Energy Private Limited, a leading manufacturer of electric vehicles using Lithium Batteries with over 70,000 satisfied customers, denies the allegations in the complaint. In the preliminary submission OP No.1 states that the complaint is false, malicious, and lacks material evidence, constituting an abuse of the legal process. The Opposite Party No.1 emphasizes that all sales and service issues are handled independently by authorized dealers who purchase

vehicles at full price from the manufacturer. Opposite Party No.1 asserts that their batteries meet Automotive Industry Standards (AIS) 156 and are approved by the International Centre for Automotive Technology (ICAT). The complainant did not follow the mandatory service schedule outlined in the owner's manual, which includes four free and six paid services crucial for vehicle maintenance. The Opposite Party No.1 cites the case of S. Murugan v. TVS Motor Company Limited, where negligence in following the maintenance schedule absolved the manufacturer of liability. Additionally, Opposite Party No.1 references Section 38(2)(c) of the Consumer Protection Act, 2019, suggesting that a proper analysis or test of the goods should be conducted to determine any alleged defects. Opposite Party No.1 also cites previous rulings, such as Sushila Automobiles Pvt. Ltd. vs. Dr. Birendra Narain Prasad and Ors., emphasizing the need for expert opinion to establish manufacturing defects. In the case of Surendra Kumar Jain Vs. R.C. Bhargava & Ors. [III (2006) CPJ 382 (NC)], even when the Complainant had filed a report of one O.P. Singh, the Commission taken the view that the defects in this car, were minor in nature and cannot be said to be in the nature of manufacturing defects.

- 3.1.** Opposite Party No. 1, admit regarding the purchase of a PURE Electric Vehicle, model Epluto 7G, bearing Chassis No. MD9PUREHYHR473674 and Battery No. EP7GLH1808219893, on 12.09.2021 by the complainant. It is also contended that a user manual is provided at the time of delivery of the vehicle which provides information about the charging and usage of the battery, warranty conditions etc.,
- 3.2.** The free service schedule is as follows: 1st at 1000-1100 kms or 30-45 days, 2nd at 4300-4500 kms or 90-105 days, 3rd at 8000-8500 kms or 210-225 days, and 4th at 12000-12500 kms or 300-315 days from the date of purchase. This policy includes a 36-month or 40,000 km battery warranty and a 12-month motor and controller warranty. They submit that due to non-compliance with this schedule, the warranty, as per the policy (T&C) provided at purchase, stands void and hence the complainant is not entitled for warranty claims.

- 3.3.** Legal precedents, such as *S. Murugan v. TVS Motor Company Limited and Sushila Automobiles Pvt. Ltd. vs. Dr. Birendra Narain Prasad and Ors.*, relied by answering OP that manufacturers are not liable for damages caused by the owner's negligence or without expert evidence of manufacturing defects. It is also submitted that they are not liable for the alleged deficiency of service by the dealer O.P.No.2, as the dealership contract of PUR Energy's with its authorized dealers is on a Principal-to-Principal basis, and that all the customer related issues, after sales services are handled/dealt by the Dealer/O.P.No.2 and hence O.P.No.1 is not responsible for the omissions or commissions of their authorized dealers. Making dealers responsible for customer-related issues, cited rulings in *Tata Motors Ltd. v. Antonio Paulo Vaz and Ors.*, *Mrs. S. S. Gupta vs. Volkswagen Group Sales India Private Limited*, and others. Consequently, OP No.1 requests dismissal of the complaint and removal from the party array, citing no direct nexus to the alleged issues and lack of specific allegations against them. With the above contentions, O.P.No.1 sought to dismiss the complaint.
- 4.** During the course of enquiry, the complainant (PW-1) filed evidence affidavit and got marked the documents at Ex. A1 to Ex. A3. The opposite party No.1 filed evidence affidavit in the section without seeking permission for recalling the forfeiture order (docket order Dt.26.,02.2024), hence returned.
- 5.** Despite service of notice there is no representation on OP2 and not rebuttal evidence on behalf of O.P.No.2 and remained ex-parte. Further, there is no documentary evidence in rebuttal of the allegations of complaint from the opposite parties. The complainant and Counsels for Opposite Party No.1 filed their respective Written Arguments. Heard the complainant and despite granting sufficient time there is no representation form the OP No.1 and the matter was reserved for orders.
- 6.** Based on the facts and material brought on record, and written submissions of both the parties, the following points have emerged or consideration:
1. Whether the complainant could make out the case of deficiency of service and unfair trade practice on the part of the Opposite parties?

2. Whether the complainant is entitled for the claim/compensation made in the complaint and to what relief?

**7. Point No. 1:**

**7.1.** The undisputed facts of the case are that the complainant purchased an Electric Scooter named EPLUTO 7G Grey colour from O.P.No.2 by paying an amount of Rs.90,000/- (Rupees Ninety Thousand only) as evident from Invoice No. EDM/VR0288 filed under Ex A-1 DT.12-09-2021 and that O.P.No.1 is the manufacturer of the subject vehicle. The complainant contends persistent battery issues since purchase and claims negligence and unprofessionalism by Opposite Parties. Pleading of the answering Opposite party lack evidentiary support.

**7.2.** It is the case of the complainant that replacement of the battery by O.P.No.2 up on handing over the battery in August,2022 i.e.10-11 months after the purchase of the vehicle, however replaced a new Battery after 45-60 days in October, 2022. It is evident from Ex A-3 dt.24/10/2022 message from OP No.2 to the complainant that to collect the battery which received from the company, inferring that there was a problem with the battery of the vehicle with in the warranty period. Further, the same problem aroused in July 2023, complainant hand over the battery for rectification and the vehicle is lying with the opposite party No.2 till the date. In this regard the opposite parties have not filed any rebuttal evidence. Mr. Pavan from Opposite Party No. 1 message confirms this process. Further, the complainant received Ticket No. S-1000966845, indicating the issue transfer to Opposite Party No. 1 for resolution is evident form Ex. A3. As per the warranty policy emphasized by OP No.1 in the written version that the battery is covered for a period of 36 months from the date of purchase or 40,000km, whichever is earlier.

**7.3.** As there was persistent problem with the battery of the subject vehicle and undoubtedly, the battery is one of the key components of an electric scooter as it determines how far the scooter can go on a single charge and overall performance. It is understandable that there is a reasonable expectation of any buyer/complainant herein to have a hassle-free experience after purchasing a new

product/subject vehicle herein and there is an implied contract that the product/vehicle does not suffer from and will not suffer from any kind of fault or information or short comings in the, quality, potency and standard which is required to be maintained. It is pertinent to mention that the owner manual specifications and features relied by OP1, there is no adequate information about the manufacturing specifications such as voltage, charging capacity, Energy storage capacity of the battery that determine power, longevity and efficiency of the battery.

- 7.4.** While Opposite Party No. 1 claims that the complainant did not adhere to the mandatory service schedule, they have not provided concrete evidence to support this claim. The complainant's consistent efforts to address the issues with the service center demonstrate a proactive approach to maintenance. Opposite Party No.1's argument that they are not liable for the dealer's actions is not entirely valid. As the manufacturer, they have a responsibility to ensure the quality and reliability of their products.
- 7.5.** The response to the complaints to the opposite party by the complainant was lacking responsibility as a dealer and service provider of Opposite Party-1. The Opposite Party-1 has ignored their basic responsibility of dealing with the Manufacturer (Opposite Party-1) on behalf of the Customer (Complainant) and facilitating the smooth services to the customer. Even after filing this present case OP No.1 did not turn up to rebut the contentions of the complainant which itself is the negligence and deficiency in rendering proper services to the complainant.
- 7.6.** The complainant has to contact the Service Centre and Showroom persons of Opposite Party-1; many (7-8) times due the Battery draining problem. Every time they retained the battery and the Scooter for 3-4 days and then delivered the vehicle along with the battery. They used to tell that problem was due to software. This is all within a span of 15000-16000 Kms of usage, during 22 months. The opposite party have not utilized the Batrics farady to identify the defects and rectify the series of lithium-Ion batteries using Artificial intelligence. In view of the above discussion and based on the facts and evidence presented, it is clear that there has been a deficiency of service on the part of Opposite Party No. 2 and

potential manufacturing defects by Opposite Party No. 1. The complainant has suffered mental agony due to the unresolved issues with the vehicle.

**7.7.** However, the complainant contended that he is availing the travel by spending Rs.250/- per day, for which no cogent evidence is submitted.

**7.8.** Hence, the complainant is entitled for reasonable compensation for the inconvenience and hardship and the Opposite Parties are jointly and severally liable to pay the same. Complainant asserts that the vehicle is with the OP No. 2, therefore opposite parties are directed to rectify the entire problem in the vehicle electric two-wheeler bike of the complainant and to replace the defective battery by fixing new batter and to handover the vehicle in road worthy condition to the complainant. The opposite parties jointly and severally pay the costs of the litigation for constraining the complainant to approach this Commission for redressal of his grievances.

**8. Point No.2:**

In the result, the complaint allowed in part and the opposite parties are jointly and severally directed to replace the defective battery by fixing new batter and to handover the vehicle in road worthy condition to the complainant. Further to pay 20,000/- (Rupees Twenty Thousand Only) compensation towards inconvenience and hardship besides to pay Rs.5,000/- (Rupees Five Thousand Only) towards the cost to the complainant. Time for complainant is 30 days from the date of receipt of the order.

Dictated to steno, transcribed and typed by him, pronounced by us on this the 07<sup>th</sup> day of June, 2024.

MEMBER

MEMBER

PRESIDENT

APPENDIX OF EVIDENCE

WITNESS EXAMINED FOR THE COMPLAINANT:

(PW1) K. Srinivasa Reddy

WITNESS EXAMINED FOR THE OPPOSITE PARTIES



Nil.

EXHIBITS FILED ON BEHALF OF THE COMPLAINANT:

- Ex.A1 Copy of Tax invoice dated 12.09.2021.
- Ex.A2 Copy of e-mail dated 13.07.2023.
- Ex.A3 Copy of whatsapp chats dated 11.07.2023.

EXHIBITS FILED ON BEHALF OF THE OPPOSITE PARTY

Nil.

MEMBER

MEMBER

PRESIDENT

PSK  
READ BY:-  
COMPARED BY :-