

Date of registration : 08.09.2021
Date of order : 27.06.2022

**BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL
COMMISSION NO.I, VISAKHAPATNAM : AP**

PRESENT: Smt.Gudla Tanuja, B.Com., M.A.(HRSA), LL.M., (Ph.D)
President

Sri Varri Krishna Murthy, M.A., M.B.A., A.I.I.I.,
(Associateship in Insurance Institute of India)
Member

Ms.Rahimunnisa Begum, M.Com., LL.M., M.HRM(Ph.D)
Woman Member

Monday the 27th day of June, 2022

Consumer Complaint No.199/2021

Between:

Dr.Vikas Pandey, S/o late Sri Mohan Pandey, Hindu, aged 40 years, office situated at D.No.2-69, Rajeev Nagar, Visakhapatnam-530040, President of Andhra Pradesh State rep. The Consumer Rights Organization (CRO)/Upbhokta Adhikar Sanghtan.

... Complainant

And

Raja Rajewari Auto Consultancy, Dondaparthi Junction, # 43-9-165, TSN Colony, Visakhapatnam-530016, Owner/Authorized Signatory

... Opposite Party

Date of final hearing : 14.06.2022
Advocate for Complainant : Sri P.Srinivasa Apparao
Advocate for Opposite Party : Called Absent

: O R D E R :

(Per Ms.Rahimunnisa Begum, Honourable Woman Member on behalf of the Bench)

1. Contentions of the Complainant:

The Complainant (Ex.A1) submits that the defacto-complainant is by name Pericharla Gnana Siva Sai Sundara Varma S/o Vijaya Ananda Kumar, resident of Boravanipalem, Madhurawada, Visakhapatnam (Ex.A2). The defacto-complainant purchased vehicle on 12.02.2021 from Opposite Party through the Manager by name Mahesh for Rs.28,000/- with RTO registration cost of Rs.2,000/-. Payment done through UPI platform (Exs.A3 & A4) and took delivery in the evening. The Opposite Party told the defacto-Complainant to come back after 10 days for registration. On the way to home the vehicle got stopped. The same was informed to Opposite Party. Opposite Party asked him to bring it on the next day morning. Next day the defacto-complainant and his

brother went to Opposite party and they enquire about the vehicle condition. The Opposite Party stated that your brother was not present while purchasing, so ask him to leave the Opposite Party premises, defacto-complainant felt insulted. After many insults and abusive words the vehicle was repaired by Opposite Party. Later it was understood that the repair was manipulated. The defacto-complainant questioned the Opposite Party. Opposite Party replied that it is a second hand vehicle hence not to repair much. The defacto-Complainant further submits that he reached K.L.University, Vijayawada for his studies took the vehicle by train. After 10 days he submitted the documents such as pollution and insurance of that vehicle in the first week of March. That his finger prints may be taken for registration of vehicle by which the Opposite Party stated that he will manage the registration without finger prints. The defacto-complainant required perfect records. Even after several calls to the Opposite Party, the registration process was not fulfilled. The Opposite Party did not apply for transfer of vehicle with DTO, Visakhapatnam. In spite of sale consideration amount and required documents submitted by defacto-complainant. After sometime the defacto-complainant spend extra amount of Rs.5,000/- for repairs and the vehicle insurance got expired on 29.04.2021. The vehicle was brought back to Visakhapatnam and handed over to Opposite Party on 04.05.2021 On 11.05.21 when he enquired about registration Opposite Party said registration has been done but the documents are not present. Then the defacto-complainant gave a report to IVth Town Police Station for getting his money back on 29.05.2021 vide Regn.No.519/2021 (Ex.A5). SHO suggested him to lodge petition before Consumer Court. Hence this Complaint to direct the Opposite Party to refund a sum of Rs.30,000/- along with interest @ 24% p.a. from the date of debit dated 12.02.2021 till the date of realization and to pay Rs.2,00,000/- towards compensation for deficiency in service and Rs.50,000/- towards pain and harassment besides Rs.25,000/- towards costs.

2. Contention of Opposite Party:

The Opposite Party did not choose to context the matter, remained absent. Hence the Commission treated heard and posted for orders.

MARKING OF EVIDENCE AS PER AVAILABLE RECORDS:-

3. During the course of enquiry Exs.A1 to A7 documents were marked on behalf of the defacto-Complainant. No documents were marked on behalf of

Opposite Party. Heard the Complainant and Opposite party did not contest the matter.

4. **Points that would arise for determination are as follows:**

- i. Whether the Complainant allegations against Opposite Party are justified?
- ii. Whether the Complainant prayer be allowed.
- iii. To what relief.

Point Nos.(i to iii):

5. The Commission is of the view that the Complainant's allegations are justified, on the following observation.

6. After perusal of records, the Commission has come to conclusion that in spite of several opportunities extended to the Opposite Party, they failed to contest this case before this Commission. Hence ex parte orders passed by this Commission. The Opposite Party did not fulfil the basic necessary tasks attached to the sale of a vehicle in terms of non-application for transfer and failed to handover the registered documents. The vehicle in dispute is not in condition and due to which the defacto-Complainant faced hardship as he will be put to peril by the concerned authorities for non-compliance of registration and insurance been done on his name. The defacto-Complainant's document Ex.A4 is the "testimony of the sale proceedings" of the vehicle in dispute. The delivery note is a printed format which speaks *per se* that it resorts to unfair trade practices as on the date of delivery itself that the R.C.Book, transfer letters, stamped receipts, insurance letter and the relevant tools & accessories are handed over, along with the delivery note, on contrary to reality.

7. The Consumer Rights Organisation is directed to create awareness among the general public regarding Consumers rights and duties and to be vigilant against unfair trade practices, scrupulous goods and malpractices.

8. Owing to the above observations, the Commission directs the Opposite Party to pay the defacto-Complainant Rs.30,000/- towards purchase of vehicle amounting to deficiency of service and unfair trade practice and an additional amount of Rs.25,000/- towards compensation with Rs.2,000/- towards legal expenses.

Accordingly these points are answered.

Order:

9. In the result the Complaint is allowed partly, directing the Opposite Party to pay Rs.30,000/- towards cost of the vehicle and Rs.10,000/- towards compensation besides costs of Rs.2,000/-. The Complainant is directed to handover the vehicle in dispute to the opposite party at the time of compliance of this Order.

Time for compliance one month from the date of receipt of this order.

Dictated to the Shorthand Writer, transcribed by him, corrected and pronounced by us in the open Forum on this the 27th day of June, 2022.

Sd/-
Member

Sd/-
President

Sd/-
Woman Member

APPENDIX OF EVIDENCE**Exhibits Marked for the Complainant:**

Doc.No.	Date	Description of Document	Remarks
Ex.A1	--	Incorporation Certificate of the organization	Colour Photostat copy
Ex.A2	30.05.2021	Letter from the Defacto complainant to Complainant	Original
Ex.A3	12.02.2021	Two receipts of UPI Platform/Online payment to OP	Internet copy
Ex.A4	12.02.2021	Delivery note – receipt	Original
Ex.A5	29.05.2021	IVth Town Police Station Receipt	Original
Ex.A6	--	Vehicle C Book	Original
Ex.A7	--	Vehicle Insurance	Photostat copy

Exhibits Marked for the Opposite Parties:

Doc.No.	Date	Description of Document	Remarks
-NIL-			

Sd/-
Member

Sd/-
President

Sd/-
Woman Member