

Date of Registration: 05.02.2024  
Date of Order : 31.05.2024

BEFORE THE DISTRICT CONSUMER DISPUTES REDRESSAL  
COMMISSION-I, VISAKHAPATNAM : AP

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

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

Friday, the 31<sup>st</sup> day of May, 2024

C.C.No. 45/2024

Between:

Dr.Vikas Pandey, S/o late Mohan Pandey, Hindu, aged 43 years, D.No.2-69, Rajeev Nagar, Viskahapatnam-530040 (National President, Consumer Rights Council Society).

... Complainant

Mr.Tentu Sai Naga Srinivas, S/o Tentu Suryanarana, resident of D.No. 9-19-17/5, Sai Sri Villa, Flat No.FF-2, CBM Compound, Visakhapatnam District, Andhra Pradesh-530020.

... De-facto-Complainant

And

1. The Managing Director/Authorised Signatory, Best 'E' Scooters (Komaki), 9-13-2/1, Opp.Swarna Bharathi Stadium, Resapuvanipalem, Visakhapatnam, Andhra Pradesh-530013.
2. The Managing Director/Authorised Signatory, Best 'E' Scooters (Komaki), 1-8-8A, Ettu Bridge Down, beside ICICI-ATM, Opp.Ashok Gajapathiraju Gari Bungalow, Vizianagaram, Andhra Pradesh-535003.
3. The Managing Director/Authorised Signatory, KLB Komaki Pvt. Ltd., Chars, 37/19/20/22, Kapaschera, CNG Wall Gali, New Delhi-110037, India.
4. The Managing Director/Owner Sri Sureddy Babu Vidya Sagar, S/o Ramachandra Rao, Hindu, residing at Door No.57-6-17/5, old Post Office, Patamata, Vijayawada, Krishna District.

... Opposite Parties

This case is came for hearing on 9-5-2024 before us for hearing in the presence of N.Venkata Lakshmi, Advocate for Complainant and the Opposite Parties called absent and this Commission made the following:

: O R D E R :

(Per Smt.Gudla Tanuja, President on behalf of the Bench)

1. Complaint filed under Sec.35 of C.P.Act praying this Commission to pay Rs.1,98,000/- with interest @ 24% p.a. from 04.1.2023 till date of realisation; Rs.6512/- incurred towards insurance charges; Rs.2,00,000/- towards compensation; Rs.25,000/- towards costs of litigation and Rs.5,000/- towards legal notice charges with the following averments.

Glanuja

2. The Complainant Consumer Rights Counsel rep by its National President Vikas Pandey filed the present Complaint on behalf of the de-facto Complainant T.S.N.Srinivas against Opposite Parties contending that the defacto-Complainant purchased e-bike KOMAKI RANGER from the Opposite Parties on 4.1.2023 paying a sum of Rs.1,98,000/- besides Rs.6,512/- towards insurance of the vehicle.

3. At the time of delivery of vehicle, Opposite Parties informed that the vehicle will give mileage of 170 kms once it is fully charged. But the de-facto Complainant is getting 100 kms mileage only. Immediately he raised the complaint with Opposite Parties over phone regarding several difficulties i.e. Mileage of vehicle, very poor head lighting, front and back shock-observers, left side speaker broken, Certificate of Registration, Number Plate, Battery and Hub Motor warranty card but the Opposite Parties paid deaf ear. Finally the de-facto Complainant visited the 1<sup>st</sup> Opposite Party showroom on 28.2.2023 and given a written complaint letter mentioning all the above difficulties. The defacto-Complainant visited Opposite Party showroom number of times and the staff of the Opposite Party made false promises to do the repairs, but in vain. Finally on 14.4.2023 the defacto Complainant visited the 1<sup>st</sup> Opposite Party showroom and the employees of the 1<sup>st</sup> Opposite party assured the defacto-Complainant that they will complete all the repairing works along with replacement of battery by 25.4.2023 along with all the documents related to vehicle without fail. After many complaints and personal visits made by the defacto-Complainant, finally on 4.5.2023 the 1<sup>st</sup> Opposite Party replaced the Lithium Battery with Pera Phosphate battery. After changing the battery the mileage of the vehicle come down to 90 kms and prior to changing the battery the mileage is 100 kms against the promise made by the Opposite Parties is 170 kms at the time of purchase.

4. Few days thereafter, in the first week of June 2023 while driving the vehicle all of a sudden in the middle of the road vehicle ignition was stopped automatically, even though there was sufficient battery backup. Immediately he raised a complaint with 1<sup>st</sup> Opposite Party but they did not respond and after continuous reminders the 1<sup>st</sup> Opposite Party deployed a technician by name Venkatesh to attend the Complaint and he rectified the problem.

Gharu

Again on 11.08.2023 the same problem was occurred and even though the assistance of remote taken by the Technician also, the vehicle was not started. Invariably, the defacto Complainant stopped using the vehicle in addition to mileage and ignition problem, there are many other problems/complaints which have to be rectified by the Opposite Party and it was totally unsecured and unsafe of driving the defective vehicle. Finally on 12.08.2023 the de-facto Complainant handed over the vehicle in breakdown condition to the 1<sup>st</sup> Opposite Party showroom to rectify all the problems. Since then the defacto Complainant visited the showroom in a regular basis but still the vehicle is not ready to handover and the Opposite Parties are dragging the issue. In the meanwhile it came to know that the Visakhapatnam branch is closing and also shifting the vehicle to Vizianagaram branch and the defacto Complainant was provided the contact number of Mr.Jagdish who is the branch Manager of Vizianagaram branch and later the defacto Complainant received a letter on 12.9.2023 that his vehicle has been shifted to Vizianagaram branch. Though 8 months lapsed the Opposite Parties did not rectify the problem nor responded to the defacto complainant.

5. The de-facto Complainant waited for considerable time with hope that they will redress the grievance, but in vain. As such the de-facto Complainant is forced to issue Legal Notice dt. 5.10.2023 through his counsel and the Opposite Parties intentionally refused to receive the same. Hence the services of Opposite Parties are deficient in nature, as such the Complainant is entitled for the reliefs claimed in the complaint.

6. After registration of the Complaint notices were sent to the Opposite Parties by the Commission directing to appear before this Commission to answer the charges. Notice to OP-1 returned as 'left' and notice to OPs 2 & 3 returned as 'refused' and to OP-4 returned as 'not claimed'. Hence notices to OPs 2 to 4 deemed to be served and are called absent and ordered to issue publication in Leader daily newspaper. Despite of publication, 1<sup>st</sup> Opposite Party failed to appear before this Commission, hence constrained to proceed exparte as provided under Sec.38 of C.P.Act.

Gilanye

7. During course of the enquiry the Complainant filed Evidence Affidavit and got marked Exs.A1 to A6. Written Arguments filed reiterating the version putforth by the de-facto Complainant. Heard.

8. Points for determination:

- 1) Whether there is any deficiency in service on the part of the Opposite parties?
- 2) Whether the defacto-Complainant is entitled for any reliefs as prayed for?
- 3) To what relief?

Point Nos.1 to 3:

9. Perused the record. It is evident from Ex.A1 Complainant is a registered Society registered under Sec.3 of Societies Registration Act, 2001 by the Government of Andhra Pradesh. Ex.A2 is the letter of authorization given by the defacto-Complainant authorizing the Complainant society to represent on his behalf to the entire proceedings. Ex.A3 Tax Invoice evidences that the defacto Complainant purchased e-scooter from the Opposite Parties. Ex.A4 is the correspondence exchanged between the parties prior to the issuance of Legal Notice (Ex.A5).

10. It is borne on record that few days after purchase, the vehicle started giving troubles. The Opposite Parties attempted to carryout the repairs but in vain and they advised the defacto-Complainant to visit their Branch office located at Vizianagaram as the present showroom is closed. The defacto-Complainant visited the OP-2 showroom from 12.08.2023 in a regular basis but nothing was done to rectify the defects and made the defacto-Complainant to roam around the showroom for couple of months. Despite of that the Opposite Parties did not extend any service support and made the defacto-Complainant to shuttle in between Visakhapatnam and Vizianagaram showrooms for substantial period.

11. In the first week of June 2023 while driving the vehicle all of a sudden in the middle of the road when the vehicle was stopped with a problem of ignition though there was sufficient battery backup and it was rectified on complaint and again it was occurred on 11.08.2023 which was not rectified even after taking assistance of Remote by the Technician of Opposite Party.

*G. Mani*

1/2024  
Vsp

Thereby the defacto-Complainant stopped using the vehicle in addition to mileage and ignition problem, there are many other problems viz.,

- Battery and Hub Motor Warranty card not provided
- Poor head lighting
- Front and back Shock observers are very hard
- Blue tooth speakers is a very poor quality, left side speaker is broken/damaged
- Automatically break down/ignition off while driving
- Lot of noise is getting from front and back shock observers
- Vehicle user manual not provided
- Duplicate remote key not provided

for which the defacto-Complainant tried from every possible ways but no one responded either the dealer showroom or the company and the problems surfaced is a manufacturing defect which has to be carried out by the Opposite Parties as per the express terms and conditions of warranty. The defacto-Complainant having waited for substantial period got issued Legal Notice under Ex.A5 requiring Opposite Parties to refund the amount paid by the defacto-Complainant towards purchase of the vehicle with interest etc. The Legal notice was returned unserved as 'refused'. The Opposite Parties did not evince any interest in assisting the Commission to decide the controversy at rest which pre-supposes the admission of the grievance raised by the defacto-Complainant before this Commission. The Opposite Parties are bound to attend the defects if any surfaced during the period of warranty at free of cost but they failed to render service to the defacto-Complainant which acts tantamount to deficiency of service. With the above observations, we consistently hold that the failure on part of Opposite Parties in rectifying the manufacturing defects crept in the vehicle sold to the defacto-Complainant having received consideration tantamount to deficiency in service.

12. Needless to say the Complainant was subjected to untold mental agony making to shuttle between Visakhapatnam to Vizianagaram and vice-versa to attend the repairs incurring substantial amounts and not giving proper service though the vehicle is in warranty, for which the Complainant had to be compensated with suitable amount as compensation besides legal expenses incurred for filing the present complaint.

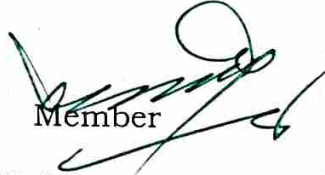
We answered the points accordingly.

G. Mani

13. In the result the Complaint is allowed in part directing the Opposite Parties to pay Rs.1,98,000/- with interest @ 6% p.a. from 4.1.2023 to till the date of realization. In case the vehicle is with the Complainant he was directed to handover the same to the Opposite parties under due acknowledgement along with copy of the Order; to pay Rs.50,000/- (Rupees Fifty thousand only) for sufferance of mental agony including incidental expenses, insurance premium etc. incurred by the Complainant; to pay Rs.10,000/- (Rupees Ten thousand only) towards litigation expenses. Rest of the claim is dismissed.

Time for compliance is one month from the date of receipt of the Order.

Dictated to the Shorthand Writer, transcribed by him, corrected and pronounced by us in the open Commission on this the 31<sup>st</sup> May, 2024.

  
Member

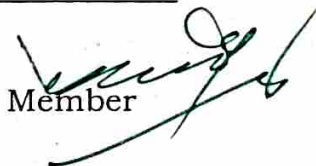
  
President

APPENDIX OF EVIDENCE

Exhibits Marked for the Complainant:

Doc.No.	Date	Description	Remarks
Ex.A1	28.08.2023	Certificate of Registration (No.603 of 2023) registered under the Andhra Pradesh Societies Registration Act, 2001	Photostat copy
Ex.A2	04.10.2023	Authorisation letter from the de-facto Complainant to the Complainant	Original
Ex.A3	04.01.2023	Tax Invoice issued by the Opposite Party	Original
Ex.A4	--	Correspondence in between the de-facto Complainant and the Opposite Party	Originals
Ex.A5	05.10.2023	Legal Notice issued by the de-facto Complainant	Office copy
Ex.A6	11.10.2023 13.10.2023	Returned covers of Legal notices which were refused to take by the Opposite Parties	Original

Exhibits Marked for the Opposite Parties: -NIL-

  
Member

  
President