



* **IN THE HIGH COURT OF DELHI AT NEW DELHI**

Date of decision: 02nd November, 2023

IN THE MATTER OF:

+ **W.P.(C) 17602/2022**

DEEPA CHANDOK

..... Petitioner

Through: *Appearance not given*

versus

THE UNION OF INDIA AND ORS

..... Respondents

Through: Mr. Anurag Ahluwalia, CGSC with
Mr. Abhigyan Siddhant, GP for UOI
Mr. Vipin Singhania, Advocate for
R-2

CORAM:

HON'BLE MR. JUSTICE SUBRAMONIUM PRASAD

JUDGMENT

1. Petitioner has approached this Court with the following prayers:

“A. To issue an appropriate writ, direction or order to direct the Respondent No.1 to call for the records of all the parties and order an enquiry into the grievance of the petitioner and thereafter take strict action against the erring Respondents ;

OR

B. To direct the central authority to conduct an investigation into the grievances of the petitioner and thereafter take strict action against the erring Respondents with regard thereto;

C. To direct the Respondent No.1 or the Central authority that after due investigation file appropriate complaints before the necessary authority / forum thereafter.



D. To declare the procedure of the INGRAM as violative of the Consumer Protection Act 2019 and also violative of the Constitution of India.

E. Pass any other appropriate order or direction as my Lords may deem fit and necessary in the circumstances of the case.”

2. The facts, in brief, leading to the present Writ Petition are as under:
- a) The Petitioner herein purchased a Skoda Kushaq car from Respondent No.3 herein who is the dealer of Skoda Auto Volkswagen India Pvt. Ltd. It is stated that the Petitioner paid a sum of Rs.19,05,000/- towards registration, road tax, insurance and other maintenance packages etc. of the car. It is stated that the delivery of the vehicle was taken by the Petitioner on 18.07.2022. A perusal of the Writ Petition shows that when delivery of the vehicle was taken there were certain issues regarding noise which was emanating from the brakes of the car in question and the Petitioner was informed that this noise will disappear in due course of time the other issue was regarding the foldable rear view mirrors placed outside the doors of the car. It is stated that the mirrors were not automatically folding. Upon enquiry, the Petitioner was told that the rear view mirrors on the doors of the car in question will not fold automatically. It is stated that the Petitioner was asked to pay Rs.15,000/- to get the electric assembly of the rear view mirror. It is stated that certain other defects were also pointed out in the car by the Petitioner.



- b) It is stated that the Petitioner and her husband sent various e-mails to the manufacturer as well as the dealer for redressal of their grievances.
- c) It is stated that when the grievances of the Petitioner were not addressed, she uploaded her complaint on the INGRAM which is an Integrated Grievance Redressal Mechanism developed by the Ministry of Corporate Affairs to handle consumer complaints wherein a complaint is decided within 45 days. It is stated that the complaint was uploaded on the INGRAM portal on 03.10.2022. It is stated that on 27.10.2022 the Petitioner received an SMS from the INGRAM portal wherein the status of the complaint of the Petitioner was showing as "in process". It is stated that on 04.11.2022 the Petitioner herein received another SMS from the portal stating that her complaint has been disposed of.
- d) Aggrieved by the manner and nature of disposal of her complaint by the Integrated Grievance Redressal Mechanism developed by the Ministry of Corporate Affairs, the Petitioner has approached this Court.
3. On 22.03.2023, it was submitted by the learned Counsel for the Respondent No.2 that the company will depute a technical team for an inspection of the vehicle and to take necessary steps to carry out any repairs or servicing etc. of the vehicle in question. The same was permitted by this Court. This Court also directed Respondent No.2 to file a report after inspecting the vehicle in question. A report has been filed. A perusal of the said report shows that pursuant to the Order dated 22.03.2023 a team



comprising of Chief Manager (Technical), Area Service Manager & General Manager (Service) was constituted for inspecting the vehicle in question. It is stated that the vehicle was brought in for inspection on 05.04.2023 and on inspection no abnormality in the car has been found, however, some minor issues were diagnosed which have been taken care of without any cost to the Petitioner.

"2. That I state that a team comprising of myself, Mr. Paramjit Singh (Area Service Manager, SKODA Auto Volkswagen India P. Ltd.) & Mr. Vikas Tyagi (GM Service, Aryaveer Motors) was constituted for purposes of inspection of Skoda Kushaq bearing registration number DL-10CR-8427 owned by Ms. Deepa Chandok (Petitioner for short), wife of Shri Rajiv Chandok & resident of House No. 6/59, WEA, Karol Bagh, New Delhi. This was so done pursuant to Skoda's offer to inspect the subject car during course of hearing before this Hon'ble Court on 22nd March, 2023. Accordingly, a correspondence was issued [on 04 April, 2023] calling upon the Petitioner to fetch her car to Aryaveer Motors P. Ltd. at 62, Rama Road Industrial Area, New Delhi for inspection on 05th April, 2023 (the copy of the correspondence is Annexure A-1). The latter is an authorised selling & servicing dealer of Skoda cars. The vehicle was so brought by the Petitioner & inspected by the team above. The inspection has revealed no abnormality in the car although some minor issues were diagnosed which have been taken care of without cost to the Petitioner. While the Petitioner given the Writ Petition which I have gone through has primarily caused to contend three issues pertaining to Outside Rear View Mirrors (or ORVMs), brake noise & seat covers, the inspection nonetheless as undertaken was broad based covering all vital systems of the car including engine, transmission, steering, dashboard electronics, brake, airbag, immobiliser, airconditioner & ignition among



others. The car which was found to have done 6978 kilometres was examined using diagnostic tool followed with a brief test-drive & every system of the car found performing wholly satisfactorily. The scanning report is appended alongside present affidavit at Annexure A-2. The issues pleaded by the Petitioner may now be taken up individually. First, the ORVMs. The Petitioner has contended that the variant bought by her was supposed to have electrically foldable ORVMs although contained manually foldable ones. The Petitioner is right although partly. The shortage of semiconductors needed for electrically operable ORVMs had forced the change but not before the buyers being informed by the dealers & further given a discount in the sum of Rs. 15,000.00 [Rupees Fifteen Thousand] with an option to have the ORVMs reconverted into electrically foldable once the shortage ceased subject to return of discount. I understand from the Dealer-Respondent that said discount had indeed been passed on to the Petitioner at the time of purchase. Having said so, the deponent states that post inspection of the car at the dealership, **the ORVMs have been electrified without cost.** The second issue contended by the Petitioner pertains to discharge of sound from brakes when the brake-pedal is pressed (the subject car is equipped with disc brakes in front & drum brakes at rear). The complete system was inspected by the team & no abnormality of any nature found. This was reaffirmed no less by the test-drive. The sound complained of by the Petitioner was found to be a normal operational sound rather than any defect. The brakes were all examined in terms of efficiency, stopping distance & components like pads, rotors, callipers, drums, hydraulics & fluid among others & no defect found. The sound produced which the Petitioner has caused to plead is the result of pads pressing against brake-rotors when the brake-pedal is pressed. **This is normal functional noise.** The third issue complained of by the Petitioner pertains to front



seat material which latter complains not being of leather [although so referred to in the brochure supplied]. The contention is incorrect. The front seat material (insert on the seat & back) is indeed leather. The deponent further states that the Petitioner also complained though not as part of the Petition about the front-right power-window glass switch not working sometime. This followed the window-lifter machine being put to change. This was again done without cost. This apart two additional works were undertaken on the subject car in terms of software upgrades. While one upgrade was respect to power window, the other was respect to air-conditioner. The vehicle post inspection was returned to the Petitioner. The copies of repair-invoice satisfaction note are appended to at Annexure A-3." (emphasis supplied)

4. It is the stand of the Respondent No.1 that INGRAM is an Integrated Grievance Redressal Mechanism developed by the Department of Consumer Affairs to give consumers a platform to file consumer grievances. It is stated that this portal is a pre-litigation dispute redressal mechanism and in case the consumer is not satisfied, they are advised to approach the appropriate Consumer Commission/Forum.
5. Though Supplementary affidavits have been filed by the Petitioner but his Court is not going into the details of the defects and the steps taken by the Respondents No.2 & 3 to address those defects.
6. It is stated by the learned Counsel for the Petitioner that it is the duty of the Respondent No.1 to ensure that the disputes raised through the INGRAM Portal are addressed and the grievances of the consumers are redressed. He further states that it is the duty of the Respondent No.2 to call for records of the inspection and provide a solution to the Petitioner.
7. Heard the Counsels for the parties and perused the material on record.



8. The dispute here is regarding the dissatisfaction of the Petitioner over the car in question which has been purchased by the Petitioner from Respondent No.2 being sold through Respondent No.3. As stated by the learned Counsel for the Respondent No.1 that INGRAM is not an adjudicatory forum, it is only a forum for facilitating resolution of disputes amicably to ensure that persons need not have to knock the doors of the Court in case both the parties are prepared to resolve the disputes. As correctly states it is a pre-litigation forum for redressal of grievances of the consumers.

9. A perusal of the Status Report which has been filed after inspecting the vehicle shows that efforts have been made to rectify the defect and the purpose of INGRAM has been satisfied.

10. The prayers sought for in the present Writ Petition cannot be allowed against Respondent No.1 as Respondent No.1 is not an adjudicating authority between a dispute which has arisen between the Petitioner and the Respondents No.2 & 3. As far as the dispute between the Petitioner and the Respondents No.2 & 3 is concerned, it is a dispute between a consumer and a manufacturer/supplier and for adjudication of the same writ jurisdiction is not the proper forum. It is always open for the Petitioner to approach the appropriate forum by filing an appropriate application for redressal of her grievances, if any. Needless to state that the benefit of Section 14 of the Limitation Act will be available to the Petitioner in case she wishes to approach the appropriate forum.

11. With these directions and observations, the Writ Petition is dismissed. Pending applications, if any, also stands dismissed.



12. It is made clear that this Court has not made any observations on the merits of the case.

SUBRAMONIUM PRASAD, J

NOVEMBER 02, 2023

Rahul

Signature Not Verified

Digitally Signed
By: RAHUL SINGH
Signing Date: 03.11.2023
19:27:20

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