



**IN THE HIGH COURT OF JUDICATURE AT BOMBAY
BENCH AT AURANGABAD
WRIT PETITION NO.7251 OF 2024**

Tejas S/o Gopalji Somani,
Age: 40 years, Occu: Business,
R/o. Madhuban, Vidhyanagar,
Parali Vaijnath, Tq. Parali Vaijnath,
Dist. Beed.

..Petitioner

Versus

1. The Manager,
Bafna Motors Pvt. Ltd.
Gat No.100, Pimpalgaon (Mahadev)
Tq. Ardhapur, Dist. Nanded.

2. Tata Motors Limited,
One Inidabulls Centre,
Tower 2A & B, 20th Floor,
841, Senapati Bapat Marg,
Jupiter Mills Compound,
Elphinstone Road (West),
Mumbai.

..Respondents

....
Mr. Pravin Kalani h/f Mr. S. H. Navandar, Advocate for Petitioner.
...

**CORAM : S. G. CHAPALGAONKAR, J.
DATED : 12th AUGUST 2024.**

JUDGMENT:-

1. Rule. Rule made returnable forthwith. By the consent of the parties, matter is taken up for final hearing at the stage of admission.

2. The petitioner impugns judgment and order dated 03.08.2023 passed by Presiding Member, National Consumer Disputes Redressal Commission, New Delhi in Revision Petition No.1138/2020 as well as judgment and order dated 29.06.2020 passed by Maharashtra State Consumer Disputes Redressal

Commission, Mumbai Circuit Bench at Aurangabad in First Appeal No.161/2015 and seeks restoration of order dated 03.12.2014 passed by the District Consumer Redressal Forum, Nanded, Maharashtra in C.C. No.272/2012.

3. Mr. Pravin Kalani, learned Advocate holding for Mr. Navandar, learned Advocate appearing for the petitioner submits that petitioner had purchased Tata Safari SUV from respondent no.1. However, within short span the manufacturing defects were noticed. The Air Conditioner was shut down. There was noise in rear doors. There was starting problem. The mechanic of the non-applicants took vehicle in their possession on 13.11.2006. On 02.12.2006, respondent no.1 asked petitioner to take possession of vehicle as it has been repaired. However, owing to the glaring manufacturing defects, petitioner demanded brand new vehicle, since it was not expected that within 20 days of purchase, the luxury vehicle would exhibit defect as indicated above. Mr. Kalani would submits that District Forum appreciated aforesaid factual aspects and recorded finding that there is deficiency in service on the part of respondents and directed them to pay amount of Rs.7,80,206/- (Value of Vehicle) to the petitioner alongwith interest at the rate of 6% per annum from the date of purchase i.e. 19.10.2006. Mr. Kalani would submit that State Commission erroneously reversed the order passed by the District Forum and same is confirmed by the National Commission. According to him, Appellate as well as Revisional Authority failed to exercise jurisdiction in tune with the object of legislation and upset well reasoned order passed by the District Forum.

4. I have considered the submissions advanced on behalf of the petitioner. Perused the orders of all three Authorities. Apparently,

the petitioner is assailing the concurrent findings of facts recorded by the State Commission and National Commission established under Consumer Protection Act, 2019. The State Commission while reversing the judgment of the District Forum observed that the problems including non-locking of doors, non-working AC and some noise were curable defects and does not constitute manufacturing defects, as claimed by the petitioner. The State Commission also observed that all the defects as pointed out by the petitioner were cured after repairing. The petitioner was called upon to take back his vehicle. However, because of adamant attitude, the petitioner insisted for brand new vehicle, which was not reasonable demand. The National Commission concurred with the aforesaid findings and observed that petitioner failed to take custody of the vehicle after repairs. The intimation was given to him immediately after repairing of the vehicle. The custody of vehicle remained with opposite party only due to obdurance of the petitioner.

5. When this Court put a specific query to the learned Advocate appearing for the petitioner as to whether defects pointed out by the petitioner entitles him for replacement of vehicle or refund of the full price as directed by the District Forum, he could not point out any clause from warranty agreement that favours the stand of the petitioner. Apparently, there were mechanical defects and those were cured by respondent no.1. The petitioner was called upon to take back his vehicle vide communication dated 02.12.2006. Unfortunately, the petitioner was stubborn on his stand to get replacement by new vehicle in addition to insurance value and registration charges. Apparently, no jurisdictional error or fundamental defects in the approach of the State Commission or National Commission is brought to the notice of this Court. This

Court in exercise of Writ jurisdiction under Section 227 of the Constitution of India would not delve into findings of facts or replace opinion of Authorities recorded in order impugned. No perversity in findings and approach of Authorities is discernible. Hence, no case is made out to interfere in concurrent findings of facts. Consequently, writ petition stands dismissed in limine.

6. Rule is discharged.

(S. G. CHAPALGAONKAR)
JUDGE

Devendra/July-2024