



CRP.No.2.....

IN THE HIGH COURT OF JUDICATURE AT MADRAS

DATED: 11-03-2026

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THE HON'BLE MRS.JUSTICE T.V.THAMILSELVI

CRP No. 2336 of 2025 & CMP.No.13525 of 2025

Gesm Environment Services
Rep. by its Director, M. Vimal, S/o. T.K.
Murugesan, 2/3 Bowden Street, Cooks Road,
Chennai - 012.

..Petitioner(s)

Vs

1. Mahindra @ Mahindra Ltd
Rep. by its Managing Director, Mahindra
Towers, No.17/18, Pattulous Road, Anna Salai,
Royapettah, Chennai – 002.
2. India Garage
Rep. by its Chief Executive Officer, No.242
Anna Salai, Chennai - 006.
3. The General Manager
(Head-Operation), India Garage, No.242, Anna
Salai, Chennai - 006.
4. Managing Director
O/o.MDO Office (Corporate Office), VST
Group, 1, Palace Cross Road, Bangalore - 020.

..Respondent(s)



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Prayer : Civil Revision Petition filed under Article 227 of Constitution of India against the fair and final order dated 14.03.2025 made in IA No.3 of 2024 in OS No.6643 of 2023 on the file of VI Additional City Civil Court, Chennai.

For Petitioner(s): Mr.G.Ethirajulu

For Respondent(s): Mr.Kalyan Jhabakh
for Surana & Surana – R1

Mr.S.Raghunathan – R2 to R4

ORDER

Challenging the impugned Order passed by the trial Court in I.A.No.3 of 2026, the plaintiff had preferred the present Civil Revision Petition.

2. The plaintiff has filed the suit for recovery of a sum of Rs.15,43,288/- towards value of the vehicle paid by the plaintiff, penalty, interest and damages during process of intend to purchase Mahendra Supro-BSIV Vehicle from the defendants and interest at the rate of 12% p.a. from the date of suit till the date of actual realization against the defendants. Pending suit, the fourth defendant filed an application to strike out the fourth defendant from the suit stating that all the issues relating to booking, delivery, registration, servicing, customer relations, etc. are independently handled by dealers and



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the fourth defendant is not responsible for the acts and omissions of the authorized dealers and hence, they are not liable for any payment of compensation as claimed by the plaintiff, who is a third party. The trial Court, by holding that as there is no specific averment or cause of action pleaded by the plaintiff against the fourth defendant, the fourth defendant is treated as a misjoinder to the suit and allowed the application. Aggrieved over the same, the plaintiff had filed the present Civil Revision Petition.

3. The learned counsel appearing for the revision petitioner submits that the fourth defendant is a manufacturer of the defective vehicle and the defendants have colluded together and not even disclosed the reasons for non delivering the vehicle and hence, the fourth defendant is also a necessary party to adjudicate the lis between the parties and trial Court in a cryptic Order had erroneously allowed the application which has to be set aside.

4. The learned counsel appearing for the first respondent would submit that the Order passed by this Court as such is sustainable one. The first respondent relying on the ratio laid down by the Honourable Supreme Court in **Indian Oil Corporation Vs. Consumer Protection Council Kerala and another** reported in [1994] 1 Supreme Court Cases 397 wherein it has been held as follows :



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“15. Thus, it is clear that the relationship is one of the principal to principal basis. The reliance by the authorities below that the circumstances, documents and conduct of parties proved the relationship as a principal and agent is difficult to understand. This is a case in which the second respondent Karthika Gas Agency has given an unauthorised connection. If it was a legal connection, nothing would have been easier than to produce the subscription voucher. Such a voucher as rightly pointed out by the learned counsel for the appellant, is important and will bind the appellant Corporation. The authorities below have not given due importance to the subscription voucher. Section 3[2] of the LPG Control Orders reads as under :

"No person shall possess or use liquefied petroleum gas filled in cylinder or in bulk form unless he has received supply thereof from a distributor or from an Oil Company."

and in **Tata Motor Ltd. Vs. Antonio Paulo Vaz and another** reported in **2021 SCC OnLine SC 125** wherein in paragraph Nos.28 and 30, it has been held as follows :



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“28. The record establishes the absolute dearth of pleadings by the complainant with regard to the appellant's role, or special knowledge about the two disputed issues, i.e., that the dealer had represented that the car was new, and in fact sold an old, used one, or that the under carriage appeared to be worn out. This, in the opinion of this Court, was fatal to the complaint. No doubt, the absence of the dealer or any explanation on its part, resulted in a finding of deficiency on its part, because the car was in its possession, was a 2009 model and sold in 2011. The findings against the dealer were, in that sense, justified on demurrer. However, the findings against the appellant, the manufacturer, which had not sold the car to Vaz, and was not shown to complainant to plead or prove the manufacturer's liability could not have been improved upon, through inferential findings, as it were, which the district, state and National Commission rendered. The circumstance that a certain kind of argument was put forward or a defence taken by a party in a given case [like the appellant, in the case] cannot result in the inference that it was involved or culpable, in some manner, Special Knowledge of the allegations made by the dealer, and involvement, in an overt or tacit manner, by the appellant, had to be proved to lay the charge of deficiency of service at its door. In



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these circumstances, having regard to the nature of the dealer's relationship with the appellant, the latter's omissions and acts could not have resulted in the appellant's liability.

30. Clearly, the dealer, in the facts of that case, acknowledged the defects in the car. In the present case, the dealer did not acknowledge any such deficiency; furthermore, the car had been made over to the dealer on 28.02.2009 (as is evident from an invoice issued to the dealer, a copy of which is on the record). Therefore, it is difficult to expect the appellant, a manufacturer, to be aware of the physical condition of the car, two years after its delivery to the dealer. During that period, a number of eventualities could have occurred; the dealer may have allowed people to use the car for the distance it is alleged to have covered. Also, the use of the car and prolonged idleness without proper upkeep could have resulted in the undercarriage being corrugated. All these are real possibilities. Unless the manufacturer's knowledge is proved, a decision fastening liability upon the manufacturer would be untenable, given that its relationship with the dealer, in the facts of this case, were on principal to-principal basis."



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Therefore, it is the contention of the petitioner that even as per the plaint averments, there is a no specific averments with regard to the fourth defendant and there is no cause of action pleaded against them. Hence, the trial Court had rightly allowed the application, which requires no interference.

5. As per the plaint averments, the fourth defendant is the manufacturer of the vehicle and the money realized by way of sale by the dealers, the second and third respondents, have been credited to the account of the fourth defendant, who is a manufacturer, and hence, he is also jointly liable for the suit claim along with the dealers. The learned counsel appearing for the revision petitioner would submit that as on date the dealership agreement has been cancelled and the amount which was deposited has also been transferred to the fourth defendant and therefore, he is also a necessary party to the proceedings and only on completion of trial, the role of the fourth defendant has to be decided. The amount deposited to the account of the fourth defendant has not been returned to the plaintiff. Further, with regard to registration of the vehicle, dispute is pending between the parties. Admittedly, the fourth defendant is the manufacturer of the vehicle and other defendants are dealers under him at the time of registration of the vehicle, the dealership agreement was in force. Therefore, the



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authorities relied on by the the first respondent is not applicable to the facts of this case since at the time of registration of the vehicle dealership agreement between the respondents was in force. Hence, this Court is of the view that the fourth defendant is also a necessary party to the suit. The respondents are at liberty to raise all their defence at the time of trial.

6. Accordingly, this Civil Revision Petition is allowed and the Order of the trial Court in I.A.No.3 of 2024 in O.S.No.6643 of 2023 is set aside. The parties are directed to co-operate with the trial. The learned trial Judge is directed to dispose of the suit within a period of three months from the date of receipt of a copy of this Order. No costs. Consequently, connected miscellaneous petition is closed.

11.03.2026

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To

The VI Additional Judge,
City Civil Court, Chennai.



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T.V.THAMILSELVI, J.

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