

Date of Filing: 20.12.2023

Date of Order: 28.10.2024

DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION:
RANGA REDDYP r e s e n tSMT.CHITNENI LATHA KUMARI, PRESIDENT
SRI P.V.T.R.JAWAHAR BABU, MEMBER
SMT.J.SHYAMALA, LADY MEMBERMONDAY, THE TWENTY EIGHTH DAY OF OCTOBER
TWO THOUSAND TWENTY FOURCC 620/2023

Between:

K.Sunil Chowdary,

... Complainant

AND

M/s Ola Electronic, Rep. by its Authorized Signatory,
R/o.39, Rd No.4, Adarsh Nagar Colony, Nagole,
Hyderabad, Telangana – 500 068.

... Opposite Party

Counsel for Complainant : M/s T.Vaishnavi, Advocates
Opposite Party : Ex parte

This complaint is filed by the complainant U/Sec.35 of Consumer Protection Act, 2019 praying this Commission to direct the Opposite Party (i) to return the amount of Rs.1,63,549/- towards the invoice refund (ii) to compensate the complainant with an amount of Rs.1,00,000/- towards damages for putting the complainant to harassment and mental agony (iii) to award amount towards pendent lite and cost of the litigation and any other relief or reliefs as this Hon'ble Commission may deem fit and proper.

O R D E R(PER SE Smt.CHITNENI LATHA KUMARI, PRESIDENT
ON BEHALF OF THE BENCH)1. Brief averments of the complaint are as follows:

The complainant submits that he has purchased the electric two wheeler with name and style of Ola S1 Pro from the Opposite Party which was delivered on 26.06.2022. The complainant has also purchased extended warranty for 5 years and Ola Care Plan for one year by paying an amount of Rs.6,299/- and Rs.3,539/-. He further submitted that he has purchased

hyper charger home installation by paying an amount of Rs.2,359/-, as such totally paid an amount of Rs.1,63,986/- towards the purchase of the said two wheeler and vehicle was registered with a Regn.No.TS13EW 5948. It is the allegation of the complainant that since the day of purchase, the charger was not functional and it took 10 days for replacing the same by the Opposite Party. In addition to that, he has faced lot of hardship as the vehicle was not functioned duly due to the battery issue and the Opposite Party harassed frequently to replace the battery. Further, for the second time, he failed to take the battery issue since April and only after repeated complaints i.e. also in the month of August, Opposite Party picked up the vehicle from the complainant and thereafter no response from the Opposite Party, as such he got issued legal notice dt.31.10.2023 demanding the Opposite Party to refund the amount paid by the complainant towards the purchase of the said electric vehicle but there was no response from the Opposite Party. Therefore, the complainant approached this Commission for redressal of his grievance. Hence this complaint.

2. The notice on Opposite Party was served on 24.01.2024 but Opposite Party was neither present nor filed written version within stipulated period of 45 days from the date of service of notice. Hence, Opposite Party was set ex-parte on 11.03.2024.

3. The complainant filed Evidence Affidavit and got marked the documents as Ex.A1 to A9 in support of his complaint. The counsel for the complainant filed written arguments and heard the counsel.

4. Now the points for consideration in this case are:

- (i) Whether there is any deficiency in service on the part of Opposite Party?
- (ii) Whether the complainant is entitled for the reliefs as prayed for, if so, to what relief?

5. Point No.1: The complainant submitted that he has purchased the electric two wheeler with name and style of Ola S1 Pro from the Opposite Party which was delivered on 26.06.2022, he has also purchased extended warranty for 5 years and Ola Care Plan for one year by paying an amount of Rs.6,299/- and Rs.3,539/-. He further submitted that he has purchased hyper charger home installation by paying an amount of Rs.2,359/-, as such totally paid an amount of Rs.1,63,986/- towards the purchase of the said two wheeler and vehicle was registered with a Regn.No.TS13EW 5948. It is the allegation of the complainant that since the day of purchase, the charger was not functional and it took 10 days for replacing the same by the Opposite Party. In addition to that, he has faced lot of hardship as the vehicle was not functional due to the battery issue and the Opposite Party used to harass frequently to replace the non-functional battery. Further, in the

month of April for the second time, the Opposite Party failed to take proper steps with regard to battery issue and only after repeated complaints, Opposite Party picked up the vehicle in the month of August from the complainant and thereafter no response from the Opposite Party, as such he got issued legal notice demanding the Opposite Party to refund the amount paid by the complainant towards the purchase of the said electric vehicle. Since then, there is no response from the Opposite Party, as such the complainant is before the Commission with the instant complaint.

The documentary evidence submitted by the complainant i.e. Ex.A3 to A8 evidences that complainant totally paid an amount of Rs.1,63,986/- towards purchase of the electric two wheeler with extended warranty Ola Care Plan and Hyper charger. Ex.A9 discloses the email conversation between the parties and Ex.A1 also discloses the legal notice issued by the complainant demanding the Opposite Party to refund the amount for the said electric two wheeler. The above said documentary evidence submitted by the complainant makes it abundantly clear that within the warranty period, complainant faced several problems with the newly purchased electric two wheeler and as the Opposite Party failed to rectify the problems, it is in the custody of the Opposite Party since August 2023. And, it is observed that inspite of receiving the notices from the Commission, the Opposite Party neither choose to present nor contest the case. Therefore, the allegations made by the complainant are un rebutted and hence proved.

The aforementioned discussion clearly reveals the unfair trade practice adopted by the Opposite Party while selling the defective electric two wheeler and thereafter non-rectification of the problems faced by the complainant within the warranty period. In addition to that, Opposite Party neither returned the vehicle to the complainant after due rectification of the defects nor refunded the amount, it certainly amounts to not only deficiency in service but also unfair trade practice, as such Opposite Party is liable to refund the total amount paid by the complainant along with interest towards the electric two wheeler vehicle. Apart from that, the complainant purchased the brand new electric two wheeler from the Opposite Party with the fond hope of using the same but due to the unfair trade practice by Opposite Party, he couldn't utilize the same properly that too since the date of purchase, as such that action certainly creates not only financial agony but also physical and mental trauma. Therefore, Opposite Party is liable to compensate the said physical, mental and financial agony. Hence, in our considered opinion, we feel awarding an amount of Rs.10,000/- would meet the ends of justice.

6. Point No.2: In the result, the complaint is partly allowed directing the Opposite Party to refund the amount of Rs.1,63,986/- (Rupees One Lakh Sixty Three Thousand Nine Hundred and Eighty Six only) along with interest @ 9% p.a. from August 2023 till the date of realization. The Opposite Party is further directed to pay compensation of Rs.10,000/- (Rupees Ten Thousand only) besides costs of Rs.10,000/- (Rupees Ten Thousand only) to the complainant. Time for compliance is 45 days from the date of receipt of this order, failing which the interest shall be enhanced to 12% p.a. from the date of default till the date of realization.

Dictated to the Steno-typist, transcribed by her, corrected by me and pronounced by us in the Open Commission on this the 28th day of October, 2024.

Sd/-
MEMBER

Sd/-
LADY MEMBER

Sd/-
PRESIDENT

APPENDIX OF EVIDENCE
WITNESSES EXAMINED

For Complainant
Affidavit filed

For Opposite Party
Nil

EXHIBITS MARKED

For the Complainant

- Ex.A1 – Copy of Legal Notice dt.31.10.2023
- Ex.A2 – Copy of Certificate of Ola Care Plus Plan Subscription dt.01.07.2023
- Ex.A3 – Copy of Payment Receipt of Care Plus Rs.3539/- dt.09.02.2023
- Ex.A4 – Copy of Tax Invoice for Rs.3539/- dt.13.02.2023
- Ex.A5 – Copy of Invoice of Hyper Charger home installation payment Receipt for Rs.2359/- dt.04.07.2022
- Ex.A6 – Copy of Sale Certificate form 21-form dt.28.06.2022
- Ex.A7 – Copy of Ola Payment Receipt for extended warranty for Rs.6299/-
- Ex.A8 – Copy of Purchase Receipt for Rs.1,51,789/- dt.26.06.2022
- Ex.A9 – Copy of Emails

Exhibits marked for the Opposite Party

Nil

Sd/-
MEMBER

Sd/-
LADY MEMBER

Sd/-
PRESIDENT