



[3491]

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD
(Special Original Jurisdiction)**

**MONDAY, THE SIXTH DAY OF JULY
TWO THOUSAND AND TWENTY SIX**

PRESENT

**THE HONOURABLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HONOURABLE SRI JUSTICE GADI PRAVEEN KUMAR**

WRIT PETITION NO: 29350 OF 2023

Between:

**Khethavath Pratap Singh Naik, S/o. K.Lal Singh, Age 40 years, Occ Pvt.
Employee, R/o. H.No.2-135/151/A, Ushodaya Colony, Gajularamaram Road,
Jeedimetla, Ranga Reddy District.**

...PETITIONER

AND

- 1. M/s. Automotive Manufacturers Pvt. Ltd, 172/2, Near Majeera Reservoir,
Hydernagar, Kukatpally, Hyderabad. Rep by its Authorised Signatory**
- 2. M/s. Mahindra and Mahindra Ltd, Automotive Sector, Mahindra Towers, 34d
Floor, Akurli Road, Kandivali (E), Mumbai-400 101. Rep by its Authorised
Signatory**

...RESPONDENTS

Petition under Article 226 of the Constitution of India praying that in the circumstances stated in the affidavit filed therewith, the High Court may be pleased to issue a writ or order more particularly one in the nature of writ of mandamus or any other appropriate writ or order or orders to declaring the orders passed by the National Consumer Disputes Redressal Commission at New Delhi in Revision Petition No.757 of 2017 Dated 12-04- 2023as being arbitrary, vindictive, illegal, violative of Articles 14, 16 and 19 of the Constitution of India and against to the principles of Natural Justice, and consequently set aside the orders passed in Revision Petition No.757 of 2017 dated 12-04-2023 passed by the National Consumer Disputes Redressal Commission at New Delhi with a direction to Respondents herein to pay an amount of Rs.14,15,000/- with



2026:TSHC:20860-DB

interest @ 18 percentage p.a. and cost from the date of delivery of the vehicle i.e. 10-04-2014 to till date or replace Mahindra Scorpio vehicle bearing No.TS07EB 0122 with New Mahindra Scorpio vehicle with Extra Fittings.

I.A. NO: 1 OF 2023

Petition under Section 151 CPC praying that in the circumstances stated in the affidavit filed in support of the petition, the High Court may be pleased to direct the Respondents herien to deposit an amount of Rs.14,15,000/- with interest @ 18% p.a. from the date of filing complaint before District Consumer Redressal Forum, Ranga Reddy at L.B.Nagar i.e. from 18-03-2015 to till the date of deposit.

Counsel for the Petitioner: SRI MAHESH MAMINDLA

**Counsel for the Respondent No.1: SRI SUNIL B GANU, SENIOR COUNSEL FOR
SRI MANJARI S GANU**

Counsel for the Respondent No.2: SRI G.BHARATH REDDY

The Court made the following: ORDER



2026:TSHC:20860-DB

**IN THE HIGH COURT FOR THE STATE OF TELANGANA
AT HYDERABAD**

**THE HON'BLE JUSTICE MOUSHUMI BHATTACHARYA
AND
THE HON'BLE JUSTICE GADI PRAVEEN KUMAR**

WRIT PETITION NO.29350 OF 2023

DATE: 06.07.2026

BETWEEN:

Khethavath Pratap Singh Naik.

...Petitioner

AND

M/s. Automotive Manufacturers Pvt. Ltd. and Another.

...Respondents

Mr. Mahesh Mamindla, learned counsel appearing for the petitioner.

Mr. Sunil B Ganu, learned Senior Counsel representing Ms. Manjari S. Ganu,
learned counsel appearing for the respondent No.1.

Mr. G. Bharath Reddy, learned counsel appearing for the respondent No.2.

ORDER: *(Per Hon'ble Justice Moushumi Bhattacharya)*

1. The present Writ Petition has been filed against an order passed by the National Consumer Disputes Redressal Commission at New Delhi ('National Commission') dated 12.04.2023 by which the National Commission requested Mr. Anand Mahindra, the Chairman of the Mahindra Group Companies, to consider refunding the entire value of the vehicle to the complainant

subject to the complainant returning the vehicle to the manufacturer.

2. To clarify the facts, the impugned order dated 12.04.2023 was passed by the National Commission in Revision Petitions Nos.757 and 792 of 2017, respectively, filed by M/s. Mahindra & Mahindra Ltd. (respondent No.2 in the present Writ Petition) and M/s. Automotive Manufacturers Pvt. Ltd. (respondent No.1 in the present Writ Petition) against the order dated 28.02.2017 of the Telangana State Consumer Disputes Redressal Commission, Hyderabad ('State Commission') in First Appeal Nos.100 and 97 of 2016.
3. By the order dated 28.02.2017, the State Commission affirmed the order passed by the District Consumer Disputes Redressal Forum, Ranga Reddy ('District Forum') on 04.03.2016 and dismissed the First Appeals filed by the M/s. Automotive Manufacturers Pvt. Ltd. and M/s. Mahindra & Mahindra Ltd.
4. By the order dated 04.03.2016, the District Forum had partly allowed the complaint (C.C.No.120 of 2015) filed by the petitioner and directed the respondents to issue a new vehicle in place of the allegedly defective vehicle in question or to refund the amount used for purchasing the vehicle along with interest.



5. The writ petitioner before us is the complainant who filed the complaint under section 12 of The Consumer Protection Act, 1986 ('the 1986 Act') which relates to a complaint with regard to any goods sold or delivered or any service agreed to be provided by the opposite party to the complainant.

6. In the present Writ Petition, the respondent No.1 (M/s. Automotive Manufacturers Pvt. Ltd.) is the dealer and the respondent No.2 (M/s. Mahindra & Mahindra Ltd.) is the manufacturer of the vehicle in question.

7. The writ petitioner's complaint relates to a Mahindra Scorpio car which the petitioner purchased from the respondent No.1 dealer on 10.04.2014. The petitioner complains that the vehicle started giving a lot of problems, including oil leakage, hardness of the gears and clutch, etc. The petitioner took the vehicle to the workshop of the dealer on 01.07.2014 with regard to the specific complaints and the dealer replaced the parts free of cost and returned the vehicle to the petitioner on 02.07.2014. The petitioner further complains that the vehicle continued to give problems and the petitioner was constrained to take the vehicle to the workshop several times thereafter.

8. The complaint contains a specific statement that the vehicle had not completed a run of 22,000 kms. The petitioner prayed for a refund of Rs.14,15,000/- towards the cost of the vehicle, insurance and registration charges, along with interest at 18% per annum and also sought compensation of Rs.10,000/- for the mental agony suffered by the petitioner.
9. As stated above, the District Forum partly allowed the complaint and directed the respondents to issue a new vehicle in place of the defective vehicle or alternatively to refund the amount paid for the purchase of the vehicle along with interest.
10. The State Commission confirmed the order passed by the District Forum on 28.02.2017. M/s. Mahindra & Mahindra Ltd./manufacturer and M/s. Automotive Manufacturers Pvt. Ltd./dealer filed Revision Petitions Nos.757 and 792 of 2017 from the State Commission's order before the National Commission culminating in the impugned order dated 12.04.2023. The National Commission directed the Chairman of the Mahindra Group Companies to consider refunding the entire value of the vehicle to the complainant subject to the complainant returning the vehicle to the manufacturer.
- 
- 



11. We have heard learned counsel appearing for the petitioner and learned Senior Counsel appearing for the respondent No.1/dealer and learned counsel appearing for the respondent No.2/manufacturer.

12. The Court is informed that the manufacturer offered Rs.6,24,165/- to the petitioner which the petitioner did not accept. The petitioner in turn demanded an amount of Rs.21,31,475/- which was unacceptable to the manufacturer.

13. The main contention of the manufacturer is that the car was purchased in 2014 and had run 30,000 kms as of 06.07.2015. The Court is also informed that the car has been in the possession of the dealer/respondent No.1 since 2015.

14. We have perused the impugned order passed by the National Commission which forms the subject matter of the present Writ Petition.

15. It is clear that the National Commission considered the rival submissions made on behalf of the parties and noted that the vehicle had run up to 30,000 km as of 06.07.2015, despite which the manufacturer and dealer were still ready to put the vehicle in a roadworthy condition, free of cost. The dealer was also willing to

waive the parking charges of Rs.1.5 lakh payable by the complainant.

16. The National Commission primarily considered the fact of the car being purchased from the dealer on 10.04.2014 for a sum of Rs.14,15,000/- and that the petitioner had taken the car to the workshop several times to rectify the alleged defects and to replace old/defective parts with new ones. The National Commission found that the car had been repaired and delivered to the complainant's complete satisfaction and it was not open for the complainant to allege that the vehicle was suffering from any inherent manufacturing defect. The Commission accordingly accepted the submission of the manufacturer that there were no inherent manufacturing defects in the car. The Commission also found that the complainant had failed to lead any expert evidence or file any application for the appointment of an expert to examine as to whether the car was indeed suffering from any inherent manufacturing defect.

17. We do not find any error in the findings of the National Commission for holding that the petitioner/complainant had failed to discharge his onus to prove the allegations leveled by him against the respondents manufacturer/dealer and had also failed to lead any expert evidence for proving such alleged inherent



manufacturing defect. Moreover, it is undisputed that the vehicle had already run 30,000 kms as on 06.07.2015 within 15 months. Hence, there is substance in the contention of the respondent/manufacturer that the petitioner would not have been able to run the vehicle up to 30,000 kms in a short span of 15 months had there been any serious manufacturing defect in the vehicle.

18. The conclusion of the National Commission that the orders passed by the District Forum and the State Commission hence suffered from material irregularity and misreading of the material on record in relation to a manufacturing defect in the vehicle is hence factually tenable. Thus, the National Commission did not commit any error in setting aside the orders passed by the State Commission and the District Forum on 28.02.2017 and 04.03.2016, respectively.

19. We also do not find any basis for the petitioner to approach the Writ Court since the National Commission requested the Chairman of the Mahindra Group Companies to consider refunding the entire value of the petitioner's vehicle despite the findings contained in the impugned order. In fact, the National Commission took a generous and sympathetic view towards the petitioner in making such request to the Chairman of the

Mahindra Group Companies despite setting aside the order of the State Commission and arriving at the finding that there was no inherent manufacturing defect in the concerned vehicle.

20. Hence, the petitioner does not have any reason to approach the Writ Court for setting aside the order of the National Commission or for a direction on the manufacturer to pay Rs.14,15,000/- to the petitioner along with interest or to replace the car with a new Mahindra Scorpio car 'with extra fittings'.

21. We fully agree with the logic reflected in the impugned order that the petitioner could not have run the car for 30,000 km within a span of 15 months had the car been purchased with any inherent manufacturing defect.

22. It is evident that the petitioner seeks to take advantage of the complaint and replace the car, which does not have any inherent manufacturing defect, with a new car or the cost price of the car of Rs.14,15,000/-. It appears that the petitioner is only interested in gaining a monetary advantage from the proceedings filed under The Consumer Protection Act, 1986, without there being any basis for the same.

23. The unreasonable stand of the petitioner would also be evident from the fact that the petitioner was offered Rs.6,24,165/-



taking into account the depreciated value of the car in the last 11 years. The petitioner however insists on Rs.21,31,475/-, which by all counts is inflated and unreasonable. It is also relevant that the car has been lying with the dealer for the last 11 years and the dealer has borne the parking charges for the same. This Court also tried to convince the petitioner to accept the sum offered by the manufacturer, as the amount of Rs.6,24,165/- was reasonable, considering the undisputed facts of the present case. However, we were unable to convince the petitioner to accept the same.

24. Considering the admitted facts, the findings which culminated in the impugned order of the National Commission, and the fact that the petitioner chose not to produce any expert opinion to prove the alleged manufacturing defect, we do not find any reason to interfere with the impugned order dated 12.04.2023 or grant any monetary relief to the petitioner.

25. The facts in *Hyundai Motor India Limited v. Shailendra Bhatnagar*¹ was entirely different. In that case, the car was sold with front airbags but the airbags did not deploy at the time of the accident. The Supreme Court agreed with the findings of the National Commission on the ground that the car had suffered

¹ (2023) 14 SCC 628



significant damage and that a consumer cannot be expected to be an expert in calculating the impact of a collision based on theories of velocity and force. In the present case, admittedly, the car did not suffer any damage as a result of any accident or otherwise and the allegation of manufacturing defects remained unproven and unsubstantiated.

26. It has been the consistent position of the respondent No.1/dealer that the vehicle has been lying with the dealer's premises and occupying parking space since 2015. The petitioner shall be at liberty to take the vehicle from the dealer's parking space and make necessary arrangements for the same. All expenses incurred in taking away the vehicle shall be borne by the petitioner.

27. The Writ Petition is hence found to be devoid of merit. W.P.No.29350 of 2023, along with all connected applications, is accordingly dismissed. There shall be no order as to costs.

SD/- A .JAYASREE
ASSISTANT REGISTRAR

//TRUE COPY//

6
SECTION OFFICER

To

1. One CC to SRI MAHESH MAMINDLA, Advocate [OPUC]
2. One CC to SRI MANJARI S GANU, Advocate [OPUC]
3. One CC to SRI G.BHARATH REDDY, Advocate [OPUC]
4. Two CD Copies

PSK.
TKS



2026:TSHC:20860-DB

HIGH COURT

DATED: 06/07/2026

**ORDER
WP.No.29350 of 2023**



**DISMISSING THE WRIT PETITION
WITHOUT COSTS**

⑥ NT
13/7/26.