



Competition Commission of India
(Case No. 13 of 2014)

In Re:

Mr. Samundra Sain

R/o C-176, Brij Vihar, Ghaziabad, UP

- Informant

And

M/s Hyundai Co. Ltd.

A-30, Matura Road, New Delhi

- Opposite Party No. 1

M/s Nimbus Motors Pvt. Ltd.

A-109, Sector-5, Noida – 201 301

- Opposite Party No. 2

M/s Himgiri Car Pvt. Ltd.

A 9/1, Jhilmil Industrial Area, New Delhi - 95

- Opposite Party No. 3

M/s Pawan Auto Wheels Pvt. Ltd.

C-147/1, Bulandshar Road, Ghaziabad (UP)

- Opposite Party No. 4

CORAM

Mr. Anurag Goel

Member

Mr. M. L. Tayal

Member

Mr. S. L. Bunker

Member

Mr. Augustine Peter

Member



Present: The Informant in person along with his Advocate Mr. R. N. Rai.

Order under Section 26(2) of the Competition Act, 2002

Information in this case has been filed under Section 19(1) (a) of the Competition Act, 2002 (hereinafter, „**the Act**‘) by Mr. Samundra Sain (hereinafter, „**the Informant**‘) alleging that M/s Hyundai Company Limited (hereinafter, „**OP 1**“), M/s Nimbus Motors (hereinafter, „**OP 2**“), M/s Himgiri Car Pvt. Ltd. (hereinafter, „**OP 3**“) and M/s Pawan Auto Wheels Pvt. Ltd. (hereinafter, „**OP 4**“) have contravened the provisions of the Act in respect to provision of car maintenance and repairing services.

2. The Informant is stated to be the owner of a Hyundai i10 model car manufactured by OP 1. The OP 1 is a registered company, *inter alia*, engaged in manufacturing of cars in the brand name of Hyundai and sale them through its authorised dealers across the country. The OP 2, OP 3 and OP 4 are the authorized dealers/service centres of OP 1.
3. Briefly, the Informant stated that he had purchased a Hyundai i10 model car of OP 1 through OP 2 on 05.06.2009 which is duly registered in his name at Ghaziabad having registration number UP 14 AW 4982. As per the Warranty Policy of OP 1, the car was on warranty for 3 years including one extended year from the date of purchase. It has been stated in the information that there was no problem or symptoms of any fault in the car till it faced an accident in February, 2011 and subsequent repairing of the car by OP 3. It is the case of the Informant that despite paying a hefty amount of Rs. 83,600/- for repairing of the car, OP 3 denied a computerized technical report of the car.
4. Thereafter, the car’s engine stopped working on 19.3.2011 and it was sent for repairs to the authorised service centre of OP 3 and it was repaired for the cost of Rs 6, 371/-. The car’s engine again stopped working and it was again taken to OP 3 for repairing. Aggrieved by deficiency of the services of OP 3 and technical



fault of the car, the Informant sent a legal notice on 08.06.2011 in the name of OP 1, OP 2 and OP 3. After several telephonic calls and meetings with the officials of OP 1 and OP 3, OP 3 finally agreed to repair the car engine with an assurance on behalf of OP 1 that the Engine Head of the car will be replaced and the cost would be borne on 50% shared basis. Accordingly, the car was repaired and the Informant was assured on 20.07.2011 that the car will not have any such problem in engine in future.

5. However, the engine of the car again stopped on 01.01.2013 and it was towed down by police to another authorised service centre of OP 4. After inspection/checking OP 4 issued proforma invoice for repair on 03.01.2013 with an estimate cost of repair for Rs. 20,000/-.
6. The Informant alleged that after being informed about the defects in the engine by OP 4, he requested for the internal report card from OP 3 which was refused. Somehow the Informant managed to obtain the internal report from OP 1 which showed that OP 3 had only repaired the bumper in 2011 and not the internal engine which was the main problem in the car. It was further alleged that OP 4 in connivance with OP 3 did not repair the engine in order to hide the inefficiency on the part of OP 3 in their previous repair work. It was done on behest of an ex-employee of OP 3, Mr. M.K. Bhatt who is now working with OP 4.
7. It has been further stated that the Informant received a notice dated 01.02.2014 from OP 4 claiming storage charge @ Rs.250/- per day for one year for his car which was left with it for complete repair. The Informant submitted that the said notice is contrary to their own terms and conditions wherein clause 7 of the same provided that “in the event of customer not taking the delivery of the car from its workshop, the customer has no objection to OP 4 levying storage charges @ Rs.250/- per day along with the charges of repairs/spare parts *etc.*, from the date of OP 4’s advice regarding completion of work till date of customer taking physical delivery of the car”. Since the notice was sent even when the car was still not completely repaired and also as the matter was still pending before the



Consumer Forum, the Informant alleged that it was done with the ulterior motive to put pressure on him.

8. The Informant further alleged that OP 4 refused to release the car until the charges were paid. The Informant submitted that the practice so adopted by OP 4 was an afterthought to threaten the Informant. The Informant contended that the conduct of the Opposite Parties to refuse internal report, impose arbitrary charges, hide the deficiency in services and to refuse to repair the car in spite of knowing the fault in the engine were all done in collusion with each other.
9. On the basis of aforesaid, the Informant prayed before the Commission to initiate an inquiry into the abusive conduct of the Opposite Parties which allegedly amounted to contravention of the provisions of the Act.
10. The Commission has perused the information available on record including written submissions and heard the counsel of the Informant. The Commission notes that the matter is related to deficiency in services provided by OP 3 and OP 4 in repairing the engine of the car owned by an individual. Therefore, in the opinion of the Commission the subject matter of the present information does not fall within the domain of the competition law. In light of aforesaid observation, an assessment of the alleged abusive conduct of the Opposite Parties is not required.
11. The Commission further notes that the Informant has made some vague allegations of collusion against all the Opposite Parties but there is nothing on record to substantiate such allegations.
12. In the light of the above facts and situation, the Commission finds that no, *prima facie*, case is made out against the Opposite Parties. Therefore, the case deserves to be closed down under Section 26(2) of the Act.



13. The Secretary is directed to send a copy of the order to all concerned.

**Sd/-
(Anurag Goel)
Member**

**Sd/-
(M. L. Tayal)
Member**

**Sd/-
(S. L. Bunker)
Member**

**Sd/-
(Augustine Peter)
Member**

New Delhi

Dated: 19.05.2014