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CONSUMER

Negligence, Not Defect: Karnataka Consumer Commission Trashes Honda Amaze Engine-Seizure Claim

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In a sharp reminder that a mere mishap does not morph into a manufacturing defect, the Karnataka State Consumer Disputes Redressal Commission (Principal Bench, Bengaluru) on 5 January 2025 allowed two intra-consumer appeals filed by Honda Cars India Ltd. and its authorised dealer Peninsula Honda (Prop. Patel Cars Pvt. Ltd.). By a common order in F.A. Nos. A/825/2021 & A/857/2021, Justice T.G. Shivashankare Gowda (President) and Ms. Divyashree M (Lady Member) set aside a district forum decree that had saddled the manufacturer and dealer with ?2.65 lakh repair cost, interest and compensation for an engine seizure that occurred after the car's radiator cap came off on a coastal highway. The Commission held that the complainant's own admission of negligence, coupled with the complete absence of scheduled maintenance and expert evidence, sounded the death-knell for the defect and deficiency narrative.

Factual Matrix

The complainant, a resident of Puttur in Dakshina Kannada district, purchased a brand-new Honda Amaze on 23 March 2016 for ?9.20 lakh and simultaneously obtained a bumper-to-bumper policy from Bajaj Allianz General Insurance Co. Ltd. Seven months and 10,000 kilometres later, while the vehicle was being driven by the complainant's brother towards Murudeshwar, the temperature gauge surged and the car ground to a halt near Kapu, Udupi. The local service outlet (OP-4, Shama Honda) towed the vehicle, diagnosed major engine failure and referred the job to the authorised dealer, Peninsula Honda at Mangaluru (OP-2). After a complete engine overhaul, OP-2 raised a bill of ?3,06,012 which the complainant paid. The insurer (OP-3) repudiated the claim, invoking the policy exclusion for "consequential loss / mechanical breakdown due to wear & tear or driver negligence". Aggrieved, the complainant instituted a consumer complaint before the Dakshina Kannada District Consumer Disputes Redressal Commission, alleging manufacturing defect and deficiency in service against the manufacturer, the dealer, the insurer and the service centre.

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District Forum's Findings

The district forum, by order dated 11 August 2021, exonerated OP-3 and OP-4 but held OP-1 and OP-2 jointly liable, directing them to reimburse repair cost (?2,65,550) with 6 % per annum interest, towing charges (?10,000), compensation (?20,000) and litigation cost (?5,000). The reasoning was brief and intuitive: a seven-month-old car should not suffer catastrophic engine failure; ergo, the defect must be intrinsic.

Appellate Contentions

Honda Cars India Ltd. and Peninsula Honda challenged the decree on the ground that the forum had relied on surmise rather than technical evidence. They pointed out that the complainant's own insurance claim form (Ex-R2) expressly admitted that the radiator cap had fallen off and the driver had continued to run the car without noticing the anomaly, causing overheating and seizure. The service history (Ex-R7) revealed that the vehicle had never been brought for the mandatory first free check-up; the owner's manual expressly required inspection at 1,000 km or one month. In the absence of any expert opinion or contemporaneous inspection report, the appellants urged that the district order was perverse and illegal. Bajaj Allianz supported the dismissal of the complaint against it, contending that the exclusion clause squarely covered the event.

Issues for Determination

The State Commission framed three short issues: (i) existence of manufacturing defect; (ii) deficiency in service by any of the opposite parties; and (iii) perversity of the lower order.

Analysis and Ratio

The Commission examined the admission in the claim form and the blank service record. It held that a motor vehicle travelling 10,000 km without any precursor malfunction is prima-facie sound; the sudden overheating was traceable to the dislodged radiator cap and the driver's failure to stop immediately. The owner's non-compliance with scheduled maintenance compounded the problem. Citing the principles laid down in several precedents that the burden of proving defect and deficiency rests squarely on the complainant and must be discharged by cogent evidence including expert opinion where the subject-matter is technical, the Commission concluded that no such material existed on record. The district forum's findings were therefore branded "perverse and illegal" and interfered with under Section 15 of the Consumer Protection Act, 2019.

Order

Both appeals were allowed, the impugned order so far as it related to OP-1 and OP-2 was set aside and the complaint against them was dismissed. No costs were imposed; any deposit made pursuant to the district order was directed to be refunded.

Concluding Reflection

The verdict brings back in focus that consumer fora must guard against the intuitive fallacy of equating any post-sale breakdown with inherent defect. A candid admission in an insurance form and a barren service book can together eclipse a ?2.65 lakh claim. For manufacturers and dealers, the decision is a judicial shield; for consumers, a caution that owner's manual obligations are as critical as warranty promises.

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