**(1990) 11 NCDRC CK 0015**

**In the National Consumer Disputes Redressal Commission**

J.D.SHARMA APPELLANT

Vs

MARUTI UDYOG LIMITED M/S. MODERN AUTOMOBILES, M/S. MODERN AUTOMOBILES RESPONDENT

**Date of Decision :** 13-11-1990

**Acts Referred:**

**Citation :** 1991 0 CPC 350 : 1991 1 CPJ 126 : 1991 1 CPR 436

**Hon'ble Judges :** S.S.Sandhawalia , Tikka Singh J.

**Final Decision :** Appeal allowed

## Judgement

1. THE true import of the word "defect" as defined in clause (f) of Section 2 of the Consumer Protection Act, 1986, has indeed come to be the focal question in this appeal.

2. THE appellant-Shri J.D Sharma is a senior retired member of the Indian Administrative Service. THE gravamen of the case laid by him in his complaint before the District Forum, Ambala (which stands dismissed), and in the present appeal, was that on 31st January, 1989 he had purchased a Maruti Omni Van bearing Chassis No. 793998 and Engine No. 369698, from respondent No. 2, who hold a franchise from M/s. Maruti Udyog Limited, Gurgaon- respondent No. 1. Being an old member of the Automobile Association of Upper India, the appellant, in accord with his usual practice, approached them on the 6th April, 1989 for depositing the road tax for the year 1989-90. THE vehicle being new. the Secretary of the said Association made the necessary thorough checking of the sale documents as well as the vehicle and discovered that the engine number embossed on the Identification Plate affixed inside the body of the van was 369668. whilst the engine number given in the sale invoice. as already noticed, was 369698. Due to this glaring divergence of the engine number on the sale invoice on the one hand and on the identification plate on the vehicle, the Secretary of the Association told the appellant that this could lead to very serious complications, and the vehicle may well be taken as a stolen one, and, consequently, refused to accept the Road Tax until he got this serious mistake

rectified. The appellant then proceeded to bring the glaring discrepancy personally to the notice of respondent No. 2 and through them to respondent No. 1 as well vide communication dated 28th April, 1989 (Annexure C-2), seeking an early necessary rectification of the matter. There was, however, no response from respondent No. 1, even though a messenger was specially sent to them at Gurgaon for eliciting some response. Meanwhile the appellant because of the non-payment of the Road Tax had to make numerous visits to the S.D.M. ''s office at Kalka, who is the Registering Authority, and it is the case that the S.D.M.''s office also refused to accept the tax until the necessary correction had been made. Finally, on the 15th May, 1990, the appellant took the vehicle to the premises of respondent No. 3 at Chandigarh. It is highlighted that the Engine Block of this vehicle is very inconveniently located under the Driver''s Seat, and only after the same is unscrewed and removed and a couple of hoses underneath are disconnected, can one possibly reach the embossed Engine Number on the block and read it with the help of a torch. After going through this tortuous process, the proprietor of respondent No. 3 checked the number on the Engine Block with the Identification Plate, and thereafter certified vide letter "C-3" that whilst the numbers mentioned on the Engine Block and the Sale Invoice tally, the number embossed on the Identification Plate was wrong and discrepant. By the said document he authorised the appellant to inform the Road Tax Registration Authorities accordingly, apparently in order to enable them to accept the Road Tax which was being refused. Thereafter, the appellant addressed a communication (Annexure C-4) to the Secretary, Automobile Association of Upper India, dated 8th June, 1989, who vouchsafed the correctness of the facts stated therein and thereafter recorded the same thereon. Consequently, the appellant could deposit the Road Tax only after the due date had expired, and that too, before the authorities at Kalka. Later on he had to apply and seek the refund of the tax deposited with the Automobile Association of Upper India (hereinafter referred to as "AAUI"), which was done on the 2nd June, 1989.

On the aforesaid facts, the complainant-appellant has alleged that he was made to run from pillar to post because of the patent defect and divergence of the number on the Identification Plate and on the Engine Block and suffer mental strain and stress at his advanced age of 70 and inevitable expenses as well. He claimed a compensation of Rs. 20,000/- for the injury caused.

3. M/s. Maruti Udyog Limited (respondent No. 1) in their written statement took up a number of preliminary objections, which in the context of the present appeal have little or no relevance. On merits, the somewhat detailed procedure of sale-invoicing by the manufacturers or the dealer was delineated. It was averred that the numbers on the Engine Block and Chassis are embossed by a mechanical device and cannot be removed or detached therefrom. In addition to the aforesaid, every vehicle has an Identification Plate which indicates the name of the manufacturer along with the chassis and engine numbers, which stand imprinted thereon by a mechanical device. It is, however, pleaded that this Identification Plate is an attachment which can be removed from the vehicle and

 

there is some difference in the process of embossing and imprinting, though, admittedly, both are done by a mechanical device. It has not been disputed that the number on the Engine Block and the one mentioned on the Identification Plate are divergent, but it is sought to be highlighted that the number given on the sale invoice tallied with the number embossed on the Engine Block. It has been suggested that supposedly the Regional Transport Authorities have to verify and tally the sale documents with the Engine Number and the Chassis Number embossed on those components and if there is no discrepancy, they register the vehicle or accept the road tax, apart from verifying the matter from the certificate of insurance etc. It is then this respondent''s case that there is no procedure laid down in the Motor Vehicles Act or the Rules prescribed that the Engine Number and the Chassis Number on these components must tally with the Identification Plate of the vehicle. It is claimed that the Registering Authority might register the vehicle and accept the Road Tax even if the Identification Plate is missing and if it refuses to do so, then it would be a valid ground for objection by the owner of the vehicle. It is sought to be inferred that at the time of the original registration around the 30th January, 1989, the competent authority might have satisfied itself that the embossed Engine Number and the Chassis Number tallied with the invoice copy. A grievance is sought to be made as to why the complainant should have approached the AAUI for the payment of tax and not the Regional Transport Authorities directly. Surprise is then expressed as to why the complainant did not write to the Regional Transport Officer about the discrepancy and how after the original registration, the acceptance of the tax was being refused. Somewhat, uncharitably, it is alleged that the complaint is entirely vexatious and frivolous and has been made only with a view to harass this respondent

4. IN the reply of respondent No. 2 the sale and delivery of the vehicle to the complainant on the 30th January, 1989 is admitted, as also the fact that vide letter dated 27th April, 1989 the complainant had pointed out that there was patent divergence in the Engine Number as quoted on the papers and the Identification Plate affixed inside the body of the van. Immediately on receipt of the said complaint, a reference was made to respondent No. 1 to verify the records and confirm the correct position. IN the meantime the respondent also carried out check of all the connected documents and found that no mistake had occurred in the said dealer''s office, and the documents handed over to the complainant-appellant tallied with the documents sent by respondent No. 1. However, the stand has been taken that the AAUI should have verified the number embossed on the Engine Block and not relied on the discrepant one on the Identification Plate. Significantly it has been pleaded in paras 3, 6 and 8 that this respondent when approached by the complainant-appellant acted forthrightlyto contact their principals, and later checked up the number on the Engine Block and corrected the number on the Identification Plate and issued the necessary document (Annexure C-3) to solve the complainant''s problem without loss of time. Lastly, it is averred that the complainant-appellant should not have

 

approached the AAUI and instead gone straight to the Registration Authorities, and, consequently, the allegations levelled against them are false, baseless and non-sustainable. In the replication filed by the complainant-appellant, he reiterated his earlier stand and further averred that so far he was aware, the original registration of the vehicle was done on the basis of the sale invoice and the other relevant papers, but without seeing the Identification Plate affixed inside the body of the van. It has been highlighted that he was an old member of the AAUI; he normally deposited his vehicle tax through the said body; when they refused to accept the same, he went to the S.D.M., Kalka (Registering Authority), who told him that he could not do anything in the matter and that he should contact the supplier to get the mistake rectified. Repeating and elaborating his earlier version, the complainant- appellant specifically averred as under: "Frequent visits to Kalka, Chandigarh and Ambala had to be paid, besides sending a messenger to Gurgaon, since there was no response to the letter marked C-2, addressed by name to the Manager, Maruti Udyog Limited. It was only after the complainant was able to secure letter dated 19th May, 1989 (marked C-3) from Modern Automobiles, Chandigarh (admitting the erroneous embossing on the I.D. Plate) that he was able to deposit the road tax for the year 1989-90."

Lastly, it is alleged that there can possibly be no doubt that the vehicle supplied to the complainant suffered from a "defect" inasmuch as the number was faulty and the service was also "deficient" both at the level of the manufacturers and also at the Ambala Dealer and neither of them detected the mistake before delivery. The District Forum in a detailed order came to the ultimate conclusion that the complainant had miserably failed to prove that the van purchased by him from the respondents suffered from any "defect" or from "deficiency" in service on account of embossing of the wrong number on the engine and the identification plate and consequently dismissed the complaint. The primal twin ground, which has patently influenced the District Forum was that the affixation of the identification plate inside the van was not a mandatory requirement of the Motor Vehicles Act and its Rules and thus the complainant had failed to differentiate between ''may'' and ''must''. It further held that the Identification Plate on the vehicle was not an essential functional part of the van.

5. IN arriving at the aforesaid conclusion, the District Forum in para 15 of their order listed four set of facts, which, according to them, stood established on the record. At the very outset we may mention that though clauses (i) and (ii) of the said para are broadly correct, the same cannot possibly be said of clauses (iii) and (iv) for the reasons delineated hereinafter. Some what surprisingly, in clause (iv) it has been noticed, as established on the record, that the complainant had sold the van subsequently without getting the engine number on the identification plate corrected and the vendor accepted the delivery without any objection. We must confess to be some what surprised by this finding because w do not find the least hint of any such matter in any of the pleadings whatsoever before the District Forum. IN the complaint preferred, there is not the remotest

 

hint or mention of any subsequent sale. INevitable there is not even a word about such subsequent sale in either the exhaustive written statement of respondent No. 1 or the reply of respondent NO. 2 Equalty, we are unable to defect even a mention of any such matter in the replication of the complainant. One thus fails to see how the District Forum could come to the finding of the nature recorded in the absence of any pleadings whatsoever on the point. IN fact, it would appear in the reverse that because of this finding in the present appeal, the complainant in the ultimate part of his grounds has expressly averred that the new purchaser of the van also faced difficulties in getting the vehicle registered in Chandigarh because of the faulty identification plate (hereinafter referred to as ''I.D. Plate''). IN the rejoinder filed by respondent No. 1 to the grounds of appeal, there is no denial whatsoever of this averment. This being so, the finding of the District Forum on this aspect is wholly conjectural and totally unwarranted and is indeed contrary to the record in the present case.

6. EQUALLY in error is the finding (iii) of the Forum that subsequently the complainant without getting the above mentioned discrepancy regarding the engine number corrected on the I.D. Plate deposited the road tax for the year 1989-90 with the competent authority. To our mind, this discloses a somewhat serious omission to notice the categoric pleadings which have been quoted above in para 8 from the replication. Indeed, the whole case of the complainant was that it was only after he was able to secure the letter dated 19th May, 1989, (Annexure C-3) from the Modern Automobiles, Chandigarh, which in terms admitted the erroneous embossing of the engine number on the I.D. Plate and authorised him to inform the Road Tax Registration Authorities accordingly that he was able to convince the Registration Authorities and then pay the tax for the year 1989-90. There is thus apparent misreading of the pleadings, including the replication by the Forum on the point. The mere fact, if at all, that no physical correction of the number was got done on the I.D. Plate is of little or of no consequence in face of the express admission by the dealer in Annexure C-3 in the following terms: "However, the embossing of engine number on the plate affixed on the inside of the body of the van has erroneously been embossed as 369668. As such, engine number on the invoice is correctly mentioned and no further action is required from our side. You may kindly inform the Road Tax Authorities accordingly." It was only after the aforesaid categoric admission of this patent defect by the dealer that the complainant could deposit his road tax for the full year with the Competent Authority and obtained the refund from the A.A.U.L, who had kept the same in the suspense account and refused to deposit the tax in view of the glaring discrepancy. It would thus appear that on two material factual aspects of the case, the District Forum went totally astray and inevitably its final conclusion was deeply influenced and affected by the said error.

In the light of the above the core factual position, which emerges, is that it is no longer in dispute that the engine number embossed on the I.D. Plate is different from that embossed on the engine block itself. The engine number given in the sale invoicing documents also does not tally with the one embossed on the I.D.

 

Plate. Thus, admittedly, the I.D. Plate is misleading since it holds out a wrong engine number (369668) for the vehicle as against the correct one embossed on the engine block. The focal question is whether this would be a ''defect'' within the meaning of the Act and the consequential issue is that if it is held to be so, the complainant has suffered some injury warranting monetary compensation.

7. HOWEVER, before coming to grips with the aforesaid question, for appraising the case in its larger aspect and testing the findings of law and fact arrived at by the District Forum, it seems necessary to clear certain cobwebs, which have blurred the focal issue in the case. It would appear that primarily before the Forum the matter was sought to be canvassed on both the grounds of ''defect'' and ''deficiency'' as spelt out in Clauses (f) and (g) of Sub- section (1) of Section 2 of the Act. We are of the view that herein there appeared to be a basic misapprehension by the parties with regard to the core issue in the case. A close look at the scheme of the Act would indicate that a consumer may make a complaint with regard to two distinct things. It may either be the purchase of any goods for consideration or of hiring of any services for consideration etc. The definition of ''complaint'' in Clause (c) and of ''consumer'' in Clause (d) would leave no manner of doubt that primarily the subject-matter of a consumer dispute has either to be a "defect" in the goods purchased or of "deficiency" in the services hired. This is further highlighted when reference is made to Clauses (f) and (g) expressly defining ''defect'' and ''deficiency'' separately. Viewing these provisions together, it seems somewhat plain that a defect arises in relation to any goods purchased whilst a deficiency arises in relation to any services hired. Herein it is common ground that the present consumer dispute arises from the purchase of a Maruti van. It is not in dispute that it will come within the ambit of the definition of ''goods'' and the primal issue, therefore, is whether the said goods suffered from any defect for which the compensation has to be made. There is no question of hiring of any services for consideration in the present case and consequently, to our mind, the issue of any "deficiency" as spelt out by the statute does not arise. When the matter was incisively pointed out to the parties in appeal before us, it was fairly conceded by the complainant-appellant and equally by Mr. J.S. Narang, the learned counsel for the respondent that no question of any "deficiency" in the services hired can possibly be in issue in the present case. However, the District Forum has come to a finding that the complainant had failed to prove that there was any deficiency in service on account of embossing of the wrong number of engine on the I.D. Plate. It is thus manifest that the Forum was patently in error in approaching the present case from the point of view of any deficiency in service, which cannot even remotely be in issue. Consequently, its ultimate findings stand somewhat warped, if not vitiated, on this account also.

8. HAVING cleared the decks of the connected matters, one inevitably comes to the primal focal question with regard to the import of the word ''defect'' as defined in the Act. For facility of reference it may be quoted in extenso:- (f)" ''defect'' means any fault, imperfection or shortcoming in the quality, quantity,

 

potency, purity or standard which is required to be maintained by or under any law for the time being in force or as is claimed by the trader in any manner whatsoever in relation to any goods;" A plain look at the aforesaid language designedly employed by the Legislature would indicate that the clear intent was to give the widest amplitude to the word ''defect'' pertaining to goods for the purpose of this statute. What first meets the eye is that this definition does not seem to confine the word ''defect'' within any narrow or technical limitations. Indeed, on the other hand, it is deliberately couched in the widest horizon of there being any kind of fault, imperfection or shortcoming. The Legislature in employing the three words was patently casting its net so wide as to bring within its import every deviation from the requirements spelt out in the latter part of the definition. Yet, again, each one of these faults, imperfection or short-coming may be individually related to either of the four things specified, namely, the quality, quantity, potency, purity or standard of the goods. On this aspect, it appears to us that it will be somewhat wasteful to labour the obvious and there is no alternative but to hold that the definition of ''defect'' was intended by the Legislature to be cast in the widest terms and consequently has to be liberally construed. What is then of equal significance are two aspects regarding the quality, quantity, potency, purity or standard mentioned in the definition. Firstly, the same may either be required to be maintained by any law or rules for the time being in force. Secondly, where there is no such statutory mandate, then in the alternative these requirements are to be tested on the anvil of what is claimed by the trader in any manner whatsoever in relation to any goods. This would obviously mean that such claim may be either express or implied. These two distinct aspects have to be kept frontally in mind. To put it in technical terms, the definition of ''defect'' with regard to the standard required to be maintained by law or in the alternative as claimed by the trader expressly or impliedly in any manner whatsoever are to be read disjunctively. The employment of the word, ''or'' herein is clearly disjunctive and not conjunctive in our view. It is not the requirement of this definition that a defect in the goods can arise only if there is a deviation from a standard or purity prescribed by the law in force. It can obviously be so where there is no specific prescription of statute, but the deviation is from a standard, which is claimed by the trader in any manner whatsoever. To conclude on this aspect the answer to the question posed at the outset is that the true import of the word ''defect'' as defined in the statute is one of the widest amplitude and further that the standard prescribed may be either one specified by law or in the alternative as claimed by the trader himself either expressly or impliedly.

9. NOW applying the law in the context of the true meaning of the word ''defect'', it is somewhat patent that the District Forum slipped into the error of reading the definition to mean it as only that if there is a deviation from standard prescribed by law and not otherwise. It has held against the complainant on the primal ground that it was not shown that the Motor Vehicles Act or the Rules framed thereunder or any other law required the affixation of I.D. Plate inside a vehicle.

 

The learned Forum went entirely by the fact that unless the requirement is a ''must'' by virtue of a law or the rule, it would not be a defect within the meaning of the statute. With respect that is not so and the Forum missed altogether to construe the ultimate part of the definition "or as is claimed by the trader in any manner whatsoever in relation to any goods". As we have said above, this clause is to be read disjunctively and the Forum altogether missed to apply the same to the present case. Indeed, once it was clear that there was no law or rule on the point, this clause was the only one applicable. The finding of the Forum is thus patently vitiated on this ground as well.

10. EQUALLY erroneous to our mind is the conclusion of the Forum that the complainant deserved to be non-suited because the I.D. Plate is not an essential functional part of the van. In coming to this conclusion, the Forum was influenced by the dictionary meaning of the words, ''defect'' or ''deficiency'' (the latter, as noticed earlier, had no relevance to the present case.). It noticed that ''defect'' means lack or absence of something essential in completeness and further went to hold that the defect in machinery was a defect of material in respect of its original composition. It is trite learning that once a word is defined in a statute, it has to be ascribed that meaning alone, which has been given to it by the words of the definition and one cannot go back to its ordinary dictionary meaning in order to dilute the wider connotation given to it by the Legislature by definition. Doing so would be rendering the whole purpose of the definition otiose. Consequently, the District Forum below erred in bringing in an extraneous test contrary to the definition for holding that it would only be a defect if it is an essential functional part of the machinery or the vehicle. This, to our mind, was an error. If the matter comes within the ambit of the wide definition of ''defect'', it cannot be taken out thereof on the ground that such a patent defect is not one pertaining to something essential for completeness or is not material in respect of its original composition in the context of machinery. To repeat the definition of ''defect'' has designedly been made wide by the Legislature and if a matter comes within the ambit thereof, it is not to be excluded therefrom by any specious quibbles. Both the aforementioned legal findings of the Forum, with respect, are infirm and untenable and, therefore, have to be reversed. That brings us to the question whether herein the affixation of an I.D. Plate with admittedly wrong engine number embossed thereon is within the latter clause of the definition of the word, ''defect''. It is the respondent''s own case that every such vehicle without exception has an identification plate, which indicates the name of the manufacturer along with the correct chassis number and engine number imprinted thereon by a mechanical device. The object of placing the identification plate in a vehicle is somewhat patent. The clear purpose thereof is to make easily accessible the chassis number and the engine number of such a vehicle. It is trite knowledge that the number imprinted on the chassis of a vehicle is not easy to reach and the same may well be the position with the number embossed on the engine block. Herein it is patent, and there are specific pleadings that in this particular van the engine is so located under the driver''s

 

seat that the number thereon far from easily accessible can only be reached if the driver''s seat is first removed and then certain other hoses and accessories are disconnected and thereafter alone can the same be read with the aid of a torch. Plainly enough, therefore, an identification plate, if not an imperative, is yet a necessary requisite for bringing easy accessibility of the engine number and chassis number for purposes of checking the vehicle. True it is that the Motor Vehicles Act and the Rules do not require the manufacturer as a matter of law (at least the parties were unable to bring to our notice any such provision) to mandatorily put such an identification plate on the vehicle. But, in case the manufacturer chooses to do so, then by his own volition he claims in no uncertain terms that in relation to the said vehicle the engine number and the chassis number embossed on the identification plate is identical with the originals. Indeed, the affixation of such a plate is a claim by Maruti Udyog Limited and an overt declaration by them that the numbers embossed on the engine block and the chassis (which may be relatively inaccessible) are identical with those on the easily locatable identification plate in the body of the vehicle itself. That being so, the matter comes squarely within the language of the definition, namely, that it is something which is claimed and indeed expressly declared by the trader in relation to his goods. If with regard to such claim or specific declaration the factual position is otherwise or contrary thereto, then it clearly means a fault, imperfection or shortcoming in the standard of the goods and thus comes clearly within the scope of the definition of ''defect'' the. I.D. Plate should not be a misidentification plate. It does not lie in the mouth of a trader or manufacturer to say that thereby they had declared that what are embossed on the I.D. plate were the engine number and the chassis number of the vehicle, yet though these may be totally wrong even then there is no defect on that score. As has been pointed out earlier, the law herein is somewhat stringently in favour of the consumer and he is entitled to acquire goods, which do not suffer from one or more defects and if they do, he is entitled to be compensated therefor by this beneficent statute. Consequently, it has to be held that the vehicle purchased by the complainant suffered from a defect in the eye of law.

So far we have examined the matter wholly on principle and on the language of the statute. The Act being a recent one, there is yet a near total paucity of precedent, but considerable support for the view we are inclined to take is available by way of analogy. Reference in this connection may be made to the definition of ''goods'' in Clause (i) of Sub-section (1) of Section 2 of the Act, which lays down that herein they mean goods as defined in the Sale of Goods Act, 1930. Section 2, Clause (7) of the Sale of Goods Act, 1930 defines the same as under: " ''goods'' means every kind of movable property other than actionable claims and money, and includes stocks and shares, growing crops, grass, and things attached to or forming part of the land which are agreed to be severed before sale or under the contract of sale." It is plain that a Maruti vehicle being movable property would clearly come within the ambit of the definition and the sale and purchase thereof would be a contract governed by all the relevant provisions of the Sale of Goods Act, 1930. Herein, what would be relevant is Section 16 and in particular Sub-section (2) thereof pertaining to the implied conditions as to the quality or fitness, including the merchantability of the goods sold. It is trite learning that the Indian Sale of Goods Act is based and modelled on the earlier English Sale of Goods Act, 1886 and in substantial parts is so with the later English Sale of Goods Act, 1979. Section 14(2) of the later statute, if not in pari materia, bears close resemblance to Section 16(2) of our Act with regard to the implied conditions as to quality the fitness and merchantability of goods. That being so, English precedent though not binding, is relatively instructive in throwing some light in this context. Without being exhaustive, reference may be made to C1986 (1) All England Law Reports 769, wherein the question of implied conditions as to merchantable quality of the goods under the Sale of Goods Act had arisen. Therein the learned Judge after an exhaustive discussion held as under: "I have, therefore, come to the conclusion that one can only give a sensible meaning to the word ''goods'' in a case such as the present if one takes ''goods'' to mean the package of the chemical with its instructions. All of those, it seems to me, are part of the goods. One must look at all of them as a whole to see if they are of merchantable quality, and in particular whether they are reasonably fit for the purpose for which they are sold."

In the light of the above, if even packaging and the instructions either thereon or otherwise are deemed to be part and parcel of the goods, it would be the more so where an identification plate having a definite object and purpose is affixed to a vehicle as a necessary part thereof. If the same is defective, as it admittedly was, (the engine number embossed thereon was different from the one given on the Engine Block and equally from the engine number given in the invoice and the sales documents), then the goods sold must inevitably be held to be suffering from a ''defect'' within the ambit of the law and, consequently, is a fit matter for complaint under the Consumer Protection Act and grant of relief therefore.

11. TO conclude it appears to our mind, that on principle, on the language of the statute, and also on precedent that herein there was a patent "defect" within the eye of law in the goods sold to the complainant by the respondents. Once it is held as above, the only subsisting question that remains is one of relief. In view of the admitted fact that the Maruti Van has now been sold by the appellant, the appropriate remedy is obviously the awarding of compensation to him under Clause (d) of Section 14 of the Act. From the pleadings it is somewhat manifest that the misleading identification plate on the vehicle may well have led to very unsavoury consequences for its owner. A possible inference could well arise that the vehicle was a stolen one or in any case either the engine number on the block or the one on the identification plate had been tampered with or altered. Because of this patent defect, a prestigious body like the AAUI declined to perform its routine function of depositing the road tax on behalf of the appellant, who was an old client of theirs and usually paid the tax through them. Equally it

 

appears from the record that once this glaring discrepancy came to light, the registering authority also refused to accept the tax unless the defect was removed or the matter authoritatively clarified. The appellant because of this defect was prevented from performing his statutory duty of depositing the tax within time. Instead he had to run from pillar to post, i.e. the manufacturers'' or the dealers'' headquarters and its branches for getting the defect removed. It is the appellant''s case that scant attention was paid to his written request by the manufacturers, who neither responded to correspondence nor to the personal approaches made to them through a messenger. All this inevitably involved both mental stress for the appellant and financial expense as well. It was only after respondent No. 3 was approached and a clear admission by the dealer vide C-3 of the patent error between the number on the Engine Block and the I.D. Plate was made, and a reference on that basis was suggested to the Tax Authorities, that the appellant was able to deposit the tax, and that too beyond the prescribed time. The loss and injury suffered by the appellant due to the defect in the goods is, thus, somewhat patent. In his complaint the appellant had assessed the same at Rs. 20,000/- We are inclined to the view that this amount errs on the higher side and on an overall view of the matter, a compensation of Rs. 5,000/- would amply meet ends of justice herein.

12. TO conclude, the appeal is hereby allowed and the order of the District Forum is set aside with the direction that respondent Nos. 1 and 2 would either jointly or severally pay the aforesaid compensation to the appellant within two months from today, failing which compliance would be enforced by resorting to the provisions of Section 27 of the Act Appeal allowed.