



CWP-25425-2025

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IN THE HIGH COURT OF PUNJAB AND HARYANA  
AT CHANDIGARH

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CWP-25425-2025  
DECIDED ON:29.08.2025

SAVITA JERATH

...PETITIONER

VERSUS

STATE CONSUMER DISPUTES  
REDRESSAL COMMISSION UT CHANDIGARH AND OTHERS  
...RESPONDENTS

CORAM: HON'BLE MR. JUSTICE SANDEEP MOUDGIL

Present: Mr. Ashutosh Jerath, Advocate  
for the petitioner

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SANDEEP MOUDGIL, J

**1. Prayer**

The petitioner has invoked the writ jurisdiction of this Court under Articles 226/227 of the Constitution of India seeking the quashing of the order dated 16.06.2025 (Annexure P-13) passed by the State Consumer Disputes Redressal Commission (hereinafter, "the State Commission"), whereby the appeal Execution No. AEA/6/2024 was dismissed illegally and directing respondents no. 2 and 3 to replace the petitioner's old vehicle with a same new model.

**2. Brief Facts**

The grievance of the petitioner arises out of the purchase of a motor vehicle namely Honda City GXI MR Car manufactured by respondent No. 2. Alleging defects in the engine, the petitioner approached the District Commission Chandigarh who directed replacement of the defective engine with a new one Vide order dated 07.03.2012. The said order was affirmed by the State Commission vide order dated 03.09.2012 and the National

Commission vide order dated 16.05.2018. Further the respondents no. 2 and 3 only implemented the order qua the payment of compensation and not relating to the replacement of the engine, pursuant to which the petitioner filed execution application for the execution of decree dated 07.12.2012 and petitioner was directed to handover the vehicle to respondent no. 2 for the same. The affidavit dated 01.05.2023 filed by respondent No. 2, wherein it was categorically averred that a new engine was available and had been arranged for replacement, subject to the petitioner handing over the subject vehicle for the said purpose however, the vehicle was never handed over and the execution application was dismissed. But it is submitted that the petitioner is not willing to part with the vehicle for engine replacement and continues to insist upon the delivery of a brand new vehicle of the same model.

3. **Contentions**

**On behalf of Petitioner**

Learned counsel for the petitioner submits that the impugned order dated 16.01.2025 whereby his execution application has been dismissed is illegal and does not grant the petitioner effective relief. It is argued that once the vehicle's engine, a vital component, was found defective, the petitioner was entitled to replacement of the entire vehicle of the same model, rather than a mere substitution of the engine.

It is further submitted that the petitioner purchased a new vehicle with the legitimate expectation of safe, efficient, and lasting use, which has been frustrated by repeated defects. Forcing the petitioner to accept only an engine replacement would amount to compelling him to retain a "repaired" vehicle, which diminishes its value, efficiency, and reliability as replacement of parts cannot restore full confidence in the product amounting to a deficiency in service under the Consumer Protection Act, 2019.

4. **Analysis**

Heard counsels for both parties at length.

At the outset, it is not disputed that the Commission under the Consumer Protection Act, 2019 are competent authorities to adjudicate consumer disputes and to award reliefs which are just and reasonable in the facts of each case. Their orders are appealable in the hierarchy provided under the Act, and ordinarily, the writ jurisdiction of this Court is not to be invoked as a matter of routine unless a jurisdictional error, perversity, or manifest miscarriage of justice is shown.

The petitioner has not demonstrated any jurisdictional infirmity in the impugned order. The National Commission vide order dated 16.05.2018 and the State Commission vide order dated 03.09.2012, while affirming the order of the District Commission, has recorded a categorical finding that a new engine is available and can be replaced. The relief sought by the petitioner for replacement of the entire vehicle has been considered and rightly declined.

The Supreme Court in “***Maruti Suzuki India Ltd. v. Susheel Kumar Gabgotra, (2006) 4 SCC 644***”, observed that in cases involving defects in vehicles, the replacement of defective parts is a sufficient compliance with the manufacturer’s warranty and does not automatically entitle the consumer to a replacement of the entire vehicle. Relevant extract of the case is reproduced as under :

*The Commission and the High Court have relied on so called admission of the appellant in para 3 of the objections filed before the Commission. In various documents, more particularly letter dated 19.2.1997 written by respondent No.1 to the appellant, it is clearly stated that appellant had indicated that downing of the engine was necessary to trace the problem. There was no agreement*

*to replace the engine system. Additionally, it is not disputed by learned counsel for the respondent No.1 that when appellant had asked the vehicle to be brought for the aforesaid purpose the respondent No.1 had not done so. To infer that there was any manufacturing defect in the said background is without any foundation.*

*10. In Corpus Juris Secundum the observations to which reference was made by the High Court read as follows:*

*"On a sale of a motor vehicle by a manufacturer to dealer there may be an implied warranty that it is reasonably fit for, or adapted to, the uses for which it is made and sold; and such a warranty is not excluded by the silence of the contract of sale as to warranties."*

*11. The principles stated above can never be doubted. But what is relevant in the case at hand is that the warranty conditions were specially stated. This is not a case of silence of a contract of sale as to warranty. Therefore, the High Court was not justified in directing replacement of the vehicle.*

In the present case, the respondents have undertaken, on affidavit, to replace the defective engine with a new one. The grievance of the petitioner would thereby stand adequately redressed. The insistence of the petitioner for a brand new vehicle of the same model, in the absence of any finding of irreparable and inherent defect in the entire vehicle, is beyond the permissible reliefs and cannot be sustained as the same was never passed by the forum below.

Furthermore, this Court, in exercise of supervisory jurisdiction under Articles 226/227 of the Constitution, cannot substitute its own view for the concurrent findings of the consumer forum particularly when such findings are neither perverse nor contrary to law.

## **5. Conclusion**

In view of the foregoing discussion, this Court finds no merit in the

writ petition. The directions issued by the District Commission and affirmed by the State Commission as well as National Commission for replacement of the defective engine with a new one fully safeguard the interests of the petitioner as a consumer.

Moreover, since the petitioner is not willing to part with the vehicle for engine replacement. The present civil writ petition is stands dismissed.

29.08.2025

*sham*

**(SANDEEP MOUDGIL)**  
**JUDGE**

*Whether speaking/reasoned* : *Yes/No*

*Whether reportable* : *Yes/No*