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\* IN THE HIGH COURT OF DELHI AT NEW DELHI

% *Date of Decision: October 6<sup>th</sup>, 2026*

# CNR No. DLHC010657562023

+ W.P.(C) 10875/2023 & CM APPL. 42122/2023, CM APPL. 44043/2023, CM APPL. 43981/2025, CM APPL. 58718/2026

MERCEDES BENZ INDIA PVT LTD .....Petitioner

Through: Mr. Neeraj K. Grover, Sr. Adv.  
along with Mr. Deepesh & Mr.  
Himanshu Gulliya, Advs.

versus

NAM SECURITIES LTD &amp; ANR. ....Respondents

Through: Mr. Divyanshu Goyal, Mr.  
Debasish Mahapatra, Mr.  
Satyam Gyan & Ms. Riya  
Gupta, Advs. for R-1.  
Mr. Chandan Malik & Mr.  
Naresh Kumar, Advs. for R-2.**CORAM:****HON'BLE MR. JUSTICE AMIT MAHAJAN****AMIT MAHAJAN, J. (Oral)**

1. By the present petition, the petitioner essentially challenges the order dated 26.06.2023 (hereafter '**impugned order**') passed by the learned National Consumer Disputes Redressal Commission ('**NCDRC**'), New Delhi in First Appeal No. 678/2023 whereby the appeal preferred by the petitioner against the order dated 29.03.2023 passed by the State Consumer Disputes Redressal Commission ('**SCDRC**'), Delhi in relation to payment of cost for rectification of



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defects in the car purchased by Respondent No. 1 was modified.

2. Succinctly stated, Respondent No. 1 had purchased a Mercedes-Benz car from Respondent No. 2 in the year 2014. The controversy in the present case finds its genesis from a consumer complaint preferred by Respondent No. 1 in the year 2016 in respect of the said car wherein allegations were made, *inter alia*, regarding the vehicle pulling towards left, noise from the steering wheel while turning and bulging of tyres.

3. The matter was pending consideration before the learned SCDRC and had reached the stage of final arguments. On 29.03.2023, after hearing the parties and as an interim measure, the learned SCDRC directed that the car be sent at the service station, that is, Silver Arrows, by the complainant/Respondent No. 1 on 02.04.2023. The entire defects pointed by the complainant were directed to be rectified within a period of 15 days to the satisfaction of the complainant. Further, the cost of the removal of defects was directed to be borne by the petitioner.

4. Aggrieved by the same, the petitioner preferred an appeal before the learned NCDRC. By the impugned order, the learned NCDRC noted that while the manufacturer would be liable for any defects during the warranty period, if any defect arose subsequent to the warranty period, the same may not be the liability of the manufacturer until a finding on the same is rendered by the learned SCDRC, and consequently modified the order dated 29.03.2023 in the following terms:

*“(i) The Authorized Service Station shall rectify all the defects to the entire satisfaction of the Complainant, as ordered by the State*



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*Commission; within one month from today and send a complete report to the State Commission, bifurcating the defects in two parts, viz. (i) the defects, which were existing at the time of filing of the Complaint before the State Commission; and (ii) the defects, which might have arisen subsequently while the Car in question was in use by the Complainant after filing of the Complaint.*

*(ii) The Service Station shall also present the costs for rectification of the defects of the two categories before the State Commission, which shall, after hearing both sides, decide the respective liabilities of the Manufacturer and the Dealer for bearing of the costs.”*

5. Thereafter, M.A. No. 298/2023 was also preferred by the petitioner seeking clarification of the impugned order, and the same also came to be dismissed by the order dated 10.08.2023.

6. Aggrieved by the same, the petitioner has preferred the present petition.

7. The principal grievance pressed forth by the learned Senior Counsel for the petitioner before this Court is that the direction to rectify the defects in essence amounts to grant of final relief at the interim stage and the petitioner consequently has been saddled with a liability without any prior determination of any manufacturing defect.

8. It has also been emphasised on behalf of the petitioner that the vehicle was already nine years old when the order was passed, and the same had remained in the possession and use of the complainant throughout. It has further been argued that at the time when the complaint was filed in the year 2016, the mileage was around 19000 km and around 90000 km in the year 2023 when the vehicle was inspected by Silver Arrows. It has also been urged that the service history of the car was irregular and the vehicle was subjected to wear and tear.

9. *Per contra*, the learned counsel for the respondents submits that



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the car is still in possession of Silver Arrows since the passing of the order dated 29.03.2023 by the learned SCDRC. He submits that the defects have still not been rectified despite the express directions passed by the learned NCDRC.

10. Having taken note of the rival contentions of the parties, this Court does not find any ground to exercise jurisdiction under Article 226 of the Constitution of India.

11. Pertinently, the impugned order as well as the order dated 29.03.2023 passed by the learned SCDRC which form the bedrock of the present petition is only an interim measure and does not finally adjudicate the dispute between the parties or determine that the petitioner was liable for any manufacturing defect. Infact, on appeal, the learned NCDRC expressly noted the grievance of the petitioner, and preserved the adjudication of the liability with the learned SCDRC. In doing so, the learned NCDRC directed *firstly*, that all the defects be rectified by the service station and thereafter a complete report be sent to the State Commission bifurcating the defects into : (i) the defects, which were existing at the time of filing of the Complaint before the State Commission; and (ii) the defects, which might have arisen subsequently while the Car in question was in use by the Complainant after filing of the Complaint.

12. Secondly, the learned NCDRC directed that the Service Station also present the costs for rectification of the defects of the two categories before the State Commission, which shall, after hearing both sides, decide the respective liabilities of the manufacturer and the dealer for bearing of the costs.



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13. Much emphasis has been laid by the petitioner before this Court to state that the car was purchased in the year 2014 whereas the consumer complaint was filed in the year 2016. The petitioner has further emphasised that after the institution of the complaint, the car continued to remain in the possession of the complainant and was used for several years. It has further been urged that the car had already run for around 90000 km when the same was sent to Silver Arrows. The said contentions, at this stage, do not further the case of the petitioner.

14. As noted above, the impugned order as well as the order dated 29.03.2023 passed by the learned SCDRC was only an interim direction and did not finally ascribe any manufacturing defect on the part of the petitioner. While the contentions of the petitioner constitute relevant material for determination of the dispute, the same cannot be ventured into at this stage to set aside the impugned order which was interim in nature and which itself preserved the determination of liability for final adjudication.

15. The petitioner is essentially inviting this Court to determine, at this stage, what defects existed when the complaint was filed, what defects subsequently developed during the continued use of the vehicle, whether such subsequent defects were attributable to ordinary wear and tear usage or otherwise, and whether any of the defects can legally be characterised as a manufacturing defect. Concededly, the matter is pending before the learned SCDRC and is at the stage of final arguments. The said aspects will undisputedly be looked into by the learned SCDRC while finally deciding the complaint.



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16. Significantly, the impugned order has not been stayed and the same continues to operate. The petitioner cannot, therefore, avoid compliance with an operative judicial direction merely because it disputes the merits of the complaint. The order has, in any event, still not been complied with. As pointed out by the respondent, the car is still lying at Silver Arrows and the defects have still not been rectified. The petitioner is therefore directed to comply with the impugned order within a period of four weeks.

17. All the objections of the petitioner, *inter alia*, those relating to the date of the complaint, the subsequent use of the vehicle, the mileage, the service history, wear and tear, the Technical Service Report and the absence of any manufacturing defect, would be considered by the learned SCDRC when deciding the complaint.

18. This Court therefore does not find any ground to exercise jurisdiction under Article 226 of the Constitution of India.

19. It is clarified that nothing contained in the present order shall be construed as a finding by this Court that the vehicle suffers from a manufacturing defect, or that the petitioner is ultimately liable for the cost of any particular repair. All such questions are expressly left open to be considered by the SCDRC at the stage of final arguments and while passing the final order.

20. The present petition is accordingly dismissed. Pending applications also stand disposed of.

**AMIT MAHAJAN, J**

**OCTOBER 6, 2026**  
**“SK”**

Signature Not Verified

Signed By: SANJAY KUMAR  
Signing Date: 07.10.2023  
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