



**COMPETITION COMMISSION OF INDIA**

**Case No. 101 of 2016**

**In Re**

**Mr. Sunil Kumar Jain,  
S/o Late Shri N.C. Jain,  
R/o D-127, East of Kailash,  
New Delhi-110065**

**Informant**

**And**

**Jaguar Land Rover Automotive PLC,  
Abbey Road, Whitely, Coventry,  
CV3 4LF, England**

**Opposite Party No. 1**

**AMP Motors Private Limited Jaguar Land Rover,  
2686, Kashmiri Gate, Delhi-110006**

**Opposite Party No. 2**

**Future Generali India Insurance Company Limited,  
Plot No. 303 to 310, Kailash 26,  
Kasturba Gandhi Marg, New Delhi-110001**

**Opposite Party No. 3**

**CORAM:**

**Mr. Devender Kumar Sikri  
Chairperson**

**Mr. S.L. Bunker  
Member**

**Mr. Sudhir Mital  
Member**

**Mr. Augustine Peter  
Member**

**Mr. U.C. Nahta  
Member**

**Mr. Justice G.P. Mittal  
Member**



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

1. The information in the instant matter has been filed by Mr. Sunil Kumar Jain (hereinafter, the “**Informant**”) under Section 19(1)(a) of the Competition Act, 2002 (the “**Act**”) against Jaguar Land Rover Automotive PLC (hereinafter, “**OP-1**”), AMP Motors Private Limited (hereinafter, “**OP-2**”) and Future Generali India Insurance Company Limited (hereinafter, “**OP-3**”) (collectively referred to as (“**OPs**”) alleging contravention of the provisions of Section 4 of the Act.
2. As per the information, the Informant is an advocate practicing in the Hon’ble Supreme Court of India. OP-1 is a British company that is headquartered in United Kingdom and is engaged in the manufacturing of ‘Jaguar Land Rover’ model car, which is now owned by Tata Motors. OP-2 is an authorised dealer of OP-1 in New Delhi and runs a workshop for Jaguar Cars in North India. OP-3, a joint venture of Future Group (India) and Generali (Italy), is a General Insurance Company in India.
3. It is stated that on 25<sup>th</sup> April, 2013, the Informant purchased a vehicle, viz., ‘Jaguar XF 2.2 Diesel Luxury Automatic’ (hereinafter, “**Jaguar XF**”) from OP-2. The said vehicle was insured by ‘Bharti AXA Life Insurance’ for the first two years and in the third year, it was insured by OP-3.
4. The Informant submitted that on 24<sup>th</sup> June, 2015, his Jaguar XF got stuck on the road due to water logging in Dharuhera, Haryana. Accordingly, the same was dropped at the service centre of OP-2 for repairing. In the evening of the same day, an official of OP-2 informed the Informant that there was no damage to the engine but air filters were wet/damaged. The Informant was provided an estimate of Rs.75,000/- for repairing and the same was agreed to by the Informant. Subsequently, OP-2, vide email dated 1<sup>st</sup> July, 2015, informed the Informant regarding diagnosis of another defect in



his Jaguar XF, which may cost Rs.35,000/- (approx.) and asked for the consent from the Informant. The Informant, *vide* email dated 4<sup>th</sup> July, 2015, replied to OP-2 stating “*Please do the needful*”. However, the Informant did not receive any reply from OP-2 and again wrote an email on 13<sup>th</sup> July, 2015. In reply to the said e-mail, OP-2 stated that they were following up with the insurance company and will take a couple of days for diagnosing the problem.

5. Thereafter, the Informant received an e-mail dated 14<sup>th</sup> July, 2015 from OP-2, wherein an approximate estimate of Rs.9,84,201/- was provided for repairing the engine of Jaguar XF. In this regard, the Informant has submitted that Jaguar XF was in running condition when it was picked up from the spot and was not hydrostatic locked and there was no damage to the engine. The Informant, *vide* email dated 15<sup>th</sup> July, 2015, again requested OP-2 to provide detailed information regarding the estimate for repair of the vehicle.
6. The Informant has submitted that said vehicle was not repaired by OP-2. Ultimately, the Informant had to pick up his vehicle from the premises of OP-2 on 23<sup>rd</sup> July, 2015 and brought it to his office premises at Sagar Apartments, Tilak Marg, New Delhi.
7. Thereafter, the Informant approached the Consumer Dispute Redressal Forum for seeking relief against the OPs under the Consumer Protection Act, 1986. In this regard, it is noted that the Informant was directed by the consumer forum to make a deposit of Rs. 75,000/- and the expenses of the repairs shall be borne by OP-3, subject to final decision in the complaint. Later, the Informant withdrew the complaint from the District Forum as the estimate submitted by OP-2 was beyond the pecuniary jurisdiction of the District Forum. The Informant preferred a complaint before the Hon’ble National Consumer Dispute Redressal Commission, which was later



withdrawn with liberty to file fresh complaint. The second complaint was dismissed by National Commission for want of pecuniary jurisdiction.

8. In view of the above facts, the Informant has alleged that OP-2 is dominant in the market of Jaguar Cars as OP-2 is the only dealer to carry out repairs on the vehicles purchased from it. It is further alleged that OP-2 has imposed unfair condition by asking an exorbitant amount of Rs.9,84,201/- as against an earlier estimate of Rs.75,000/- for repairing the vehicle.
9. The Informant has, *inter alia*, prayed the Commission to initiate an investigation by the Director General under Section 26(1) against OPs.
10. The Commission has considered the information and perused the material available on record. From the facts and circumstances of the present case, the Commission is of the view that the said dispute between the Informant and OPs is a matter pertaining to deficiency in services and is an individual consumer dispute rather than a matter of competition concern. Consumer disputes are dealt with under the Consumer Protection Act, 1986. The allegation of demanding an exorbitant repair amount, *i.e.* Rs.9,84,201/- as against an earlier estimate of Rs.75,000/- for repairing Jaguar XF, by OP-2 does not raise any competition concern.
11. In this regard, it is pertinent to mention that the Commission has earlier dealt with issues related to consumer disputes in various cases and has ordered closure of the same. The Commission in Case no. 17 of 2012, *Sanjeev Pandey vs. Mahindra & Mahindra*, held that delay in delivery of vehicle in a specific state cannot be termed as a violation of the Act and noted that:

*“The Informant has misunderstood the Act and probably confused it with the Consumer Protection Act, 1986. The scope of the Act is primarily aimed to curb the*



*anti-competitive practices having adverse effect on competition and to promote and sustain competition in the relevant markets in India. Whereas the Consumer Protection Act, 1986 is aimed to protect the interest of individual consumers against the unfair practices being widely prevalent in the market.”*

12. Similarly, the Commission in Case no. 32 of 2012, *Subhash Yadav vs. Force Limited and Ors.*, has categorically stated that the performance of an SUV below satisfaction does not fall within the four corners of the Act. The main object of the Competition Act, 2002 is to prevent practices having adverse effect on competition and to promote competition. The remedy for consumer disputes lies under the Consumer Protection Act, 1986, not under the Competition Act, 2002. In this case, the Commission held that

*“It may be noted that the aim and object of the Act, is to prevent the practices having adverse effect on the competition, to promote competition and thereby to protect the interest of the customers. In a nutshell, the purpose of this Act is to protect and promote fair competition in the markets in India. However, for the protection of individual consumer interest, there is another statute already in existence known as Consumer Protection Act, 1986 ('the Act of 1986') which mainly deals with protection of consumer interest against the deficiencies in services or goods being purchased by the consumers from sellers.”*

13. Based on the foregoing discussion, the Commission is of the *prima facie* opinion that the present dispute between the Informant and OPs is a consumer dispute and does not raise any competition concern. Hence, no *prima facie* case of abuse of dominance under Section 4 of the Act is made out against the OPs. Thus, the instant case is ordered to be closed under Section 26(2) of the Act.



14. The Secretary is directed to inform the Informant accordingly.

**Sd/-**

**Devender Kumar Sikri  
(Chairperson)**

**Sd/-**

**(S.L. Bunker)  
Member**

**Sd/-**

**(Sudhir Mital)  
Member**

**Sd/-**

**(Augustine Peter)  
Member**

**Sd/-**

**(U.C. Nahta)  
Member**

**Sd/-**

**(Justice G.P. Mittal)  
Member**

**New Delhi  
Date: 14.03.2017**