

Seller equally liable for defective product



CONSUMER PROTECTION
JEHANGIR B GAI

Nilesh Nenshi Gala purchased two Bluestar split air conditioners from Reliance Retail on September 27, 2018, for which he paid ₹70,000 at the rate of ₹35,000 each. The air-conditioners came with a one-year warranty.

In March 2019, while the warranty was still in force, one of the air conditioners developed cooling issues. Nenshi approached the seller to resolve the problem. A technician from Bluestar inspected the unit and confirmed the fault. Although the manufacturer agreed to replace the defective air conditioner, no action followed. Reliance also continued to delay the matter. Faced with inaction, Nenshi filed a complaint before the South Mumbai District Consumer Disputes Redressal Commission (District Commission), alleging deficiency in service.

Reliance contested the complaint and argued that it was not maintainable as it did not constitute a consumer dispute. It admitted that Nenshi had complained about the faulty unit and that complaint had been forwarded to the manufacturer, who, after inspection, had agreed to replace it. Reliance contended that the warranty was given by the manufacturer, yet Bluestar had deliberately not been made a party to the proceedings. It maintained that its role was limited to informing the manufacturer about complaints, and since it had done so, no negligence could be attributed to it.

Reliance further argued that it could not be held liable for any defect in the product as the manufacturer alone provided the warranty. The company alleged that Nenshi wanted the new unit without returning the defective one, and had made other unac-

ceptable demands, which led to the replacement not being provided. Reliance insisted that the complaint was false, frivolous and vexatious, and liable to be dismissed.

Nenshi denied that he wanted to retain the defective unit, terming the allegation false and baseless. He reiterated that the promised replacement was not provided despite repeated follow-ups and that no reason was ever assigned for the delay or failure to send the replacement.

The District Commission overruled Reliance's objections. It held the complaint to be maintainable since both air conditioners were purchased for domestic use. It observed that the defect in cooling had occurred within the one-year warranty period and that the manufacturer had agreed to replace the defective unit. The Commission also noted that Reliance had failed to produce any evidence to support its accusation that Nenshi wanted to keep the faulty air conditioner. It concluded that the failure to replace the defective unit amounted to deficiency in service.

The Commission pointed out that under consumer law, the seller is equally accountable for ensuring that the buyer receives a defect-free product, and would be liable for failing to redress the purchaser's grievance.

The Commission emphasised that Reliance, as a prominent retail chain, was expected to uphold the standard of professional conduct when dealing with customers, rather than making baseless allegations to shirk its own accountability.

The Commission concluded that Reliance was guilty of deficiency in service and had engaged in unfair trade practice. By its order dated August 7, 2025, delivered by Presiding Officer Sadikali Sayyad for the Bench along with GM Kapse, the Commission directed Reliance to replace the defective air conditioner. It also noted that Nenshi had undergone considerable mental agony and harassment, for which he was entitled to ₹10,000 as compensation and ₹5,000 towards litigation costs. A period of 30 days was allowed for compliance, failing which the amount would carry 9 per cent interest.

The writer is a consumer activist

INVESTING IN AGRICULTURAL LAND

Urbanisation can boost value, but enter with decade-long horizon

Zoning law changes, encroachment pose risks; adhere to state-specific rules

KARTHIK JEROME

A leading actor's daughter is facing legal trouble over her purchase of agricultural land outside Mumbai, according to media reports. The plot was originally earmarked for agricultural use and could not be transferred without obtaining the necessary permissions and completing the required paperwork, which was not done. Investors planning to invest in agricultural land outside a major city to benefit from its expansion need to exercise caution.



City's growth drives prices up

Buying land on the city outskirts with a long horizon can be rewarding. "Urbanisation creates demand and leads to appreciation in the value of such land," says S G Raja Sekharan, wealth management expert and author of the book, *How to get rich and retire early*, which deals with investing in agricultural land.

Investing in agricultural land also diversifies an investor's portfolio. "Investors can enjoy the benefits of various incentives and subsidies offered by the government. They can also enjoy tax savings under the rules applicable to agricultural income," says Santhosh Kumar, vice chairman, Anarock Group.

Illiquid asset

Investing in agricultural land comes with its share of risks. "There are strict limitations on how agricultural land can be used," says Kumar.

It is also among the most illiquid asset classes. "Selling and exiting quickly may prove difficult," he says.

Zoning law changes can impact value. If conversion to non-agricultural use is restricted, the prospects for appreciation decline. Encroachment is another concern.

Compensation in the event of government acquisition may be lower for such land. Cash dealings are common. "Finding buyers or sellers willing to transact entirely in white money is difficult," says Raja Sekharan.

Title disputes and other risks

Title disputes are common, with extended family members often raising ownership claims. Poor documentation is widespread. "Legally clean farmland is difficult to find. It requires time, money, and legal effort to verify the title," says Raja Sekharan. "The absence of mutation records increases risk. Pending litigation may cloud ownership rights," says Asha Kiran Sharma, partner, King Stubb & Kasiva, Advocates and Attorneys. She adds that encumbrances such as mortgages, court attachments, or acquisition notices may also affect ownership.

Foreign Exchange Management Act (FEMA) rules impose further restrictions. Non-resident Indians (NRIs) and foreigners cannot buy agricultural land unless they inherit it or obtain special authorisation. Sellers may also at times make false promises of regularisation or conversion.

Abide by state laws

State laws can pose further hurdles. "Restrictions under state laws may block ownership," says Shweta Tiwari, associate partner, IndiaLaw.

Rules vary across states. "Many states do not let people who are not farmers or do not have a farming history acquire farmland, unless they can show proof of eligibility or get special permission," says Kumar.

"In Maharashtra and Gujarat, only agriculturists can buy, while non-agri-

culturists need prior approval from the Collector. In West Bengal, there are no restrictions on the purchase of agricultural land, subject to compliance with ceiling limits and land use conditions. In Himachal Pradesh, outsiders cannot buy farmland without state sanction. In Nagaland, customary laws restrict ownership to Naga tribes. Karnataka recently liberalised its laws, allowing non-agriculturists to buy farmland, subject to income and ceiling conditions," says Anuja N Mukerji, partner, Aquilaw.

If non-agriculturists are not permitted to buy agricultural land, they should obtain permission from the authorities. "Transactions without the Collector's approval can impair the validity of the purchase," adds Mukerji.

Pay the right price

Buyers must check recent transactions to ensure they are paying the right price. "The price you pay should be in line with market trends. Negotiate to ensure you get a good price," says Sekharan.

Location is critical. "Make sure the land parcel is likely to be included in future development plans of the city," says Raja Sekharan. Land within 10 kilometres of a metro's boundary is more likely to gain value as the city expands.

Raja Sekharan adds that land must be held for at least 10 years to generate meaningful returns.

Red flags to watch out for

- Missing or incomplete mutation records
- Unclear or disputed titles
- Pending litigation
- Restrictions under tenancy, ceiling, or state laws
- Encumbrances like mortgages, attachments, acquisition notices
- False promises of regularisation or conversion
- Transactions without mandatory approvals

Thorough title check is a must

Investors must confirm they are eligible to purchase the land and ensure a clear title. "Land records, encumbrance certificates, and conversion permissions should be checked carefully," says Sharma.

A 7/12 extract, issued in states such as Maharashtra and Gujarat, provides key details about agricultural land. "The 'other rights' column in the 7/12 extract may reveal tenancy or statutory restrictions," says Mukerji.

Tiwari suggests conducting a physical survey of the land before purchase.

Know the tax rules

Rural agricultural land is not treated as a capital asset, so gains are not taxable. Urban agricultural land attracts capital gains tax. A holding period of more than 24 months leads to long-term capital gain (LTCG), while a period of 24 months or less results in short-term capital gain (STCG).

"STCG is taxed at the individual's slab rate. LTCG is taxed at 12.5 per cent without indexation for transfers on or after July 23, 2024, or 20 per cent with indexation for transfers made before this date. Surcharge and cess also have to be paid," says Suresh Surana, a Mumbai-based chartered accountant.

Surana adds that if rural land comes within municipal limits or distance thresholds at the time of transfer, it becomes taxable.

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TENDER NOTICE
GMR Goa International Airport Limited (GGIAL) invites participation for Expression of Interest (EOI) from qualified entities in the competitive bidding process for grant of license to Design, Build, Finance, Operate, Maintain and Transfer of Ground Handling Facilities and Services at Manohar International Airport, Mopa, Pernem Taluka, Goa.
Interested parties may please refer www.gmrgroup.in/goa for procuring the EOI document, which shall be available from 09:00 hours on 15th September 2025.
GOX
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E: ggial.commbid@gmrgroup.in
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kotak
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NOTICE
Locker Hired by **RITU ENTERPRISES** having address at **13-1, R S BHANDARI MARG, 203 A J V COMPLEX OPP KHEL PRASHAL INDORE M.P. 452003** with **KOTAK MAHINDRA BANK** Situated at **GROUND FLOOR EMBASSY TOWER 20 R S BHANDARI MARG INDORE M.P. 452010** remains un-operated from last 9 years and 8 Months and rent due from last 6 years.
All the 3 letters earlier sent to **RITU ENTERPRISES** calling upon it to clear dues and to operate the locker has returned unserved and it is not contactable.
It is hereby informed that despite this notice, if dues not cleared and locker is not operated by **RITU ENTERPRISES** within 90 days from the date of this notice, break open of the said locker will be done on **December 14, 2025** at around **12p.m.**

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Corp. Office: #96, Sector 32, Gurugram - 122001, Haryana
Telephone: +91 124 4445070
Email: investors@eichermotors.com, Website: www.eichermotors.com
Notice for Loss of Share Certificates
Notice is hereby given that the following Share Certificate(s) of Eicher Motors Limited ("the Company") have been reported as lost/misplaced/stolen by the below mentioned registered holder(s) and they have applied to the Company for issue of duplicate share certificate(s).

Name of Shareholder	Folio No.	Certificate No.	Distinctive Nos.		No. of shares (Face value Rs.10 each)
			From	To	
Hardip Singh Malhotra jointly with Taranjit K Malhotra	904158	8588	856901	857000	100
		8589	857001	857100	100
Avinash Bidani	30886	41721	4170201	4170300	100
		41722	4170301	4170400	100
Sanjay Patel	13982	52584	10246357	10246386	30
		52585	10246387	10246391	05
Kirti Parashar jointly with Ashok Parashar	81497	109474	24403606	24403705	100
		109475	24403706	24403749	44

Any person who has a claim in respect of the said certificate(s) should lodge his/her claim with all supporting documents with the Company at its registered office address at Office No. 1111, 11th Floor, Ashoka Estate, Plot No. 24, Barakhamba Road, New Delhi-110001, India. If no valid and legitimate claim is received within 15 days from the date of publication of this notice, the Company will proceed to issue duplicate share certificate(s)/ Letter of Confirmation to the person(s) named above subject to verification of all documents and no further claim would be entertained from any other person(s).
For Eicher Motors Limited Sd/-
Atul Sharma
Date : September 13, 2025
Place : New Delhi Company Secretary & Compliance Officer

Chola
CHOLAMANDALAM INVESTMENT AND FINANCE COMPANY LIMITED
Corporate Office:- "Chola Crest" C54 & 55, Super B-4, Thiru Vi Ka Industrial Estate, Guindy, Chennai-600032. Branch Office : ShivMula Tower, 2nd Floor, Plot No.33, Main Road, Wright Town, Ward No.9, Bhavani Prapat Tiwari Ward, Jabalpur - 482002
POSSESSION NOTICE [Rule 8(1)] (For Immoveable Property)
Whereas the undersigned being the Authorized Officer of M/s Cholamandalam Investment and Finance Company Limited, having its registered office at "Chola Crest" C54 & 55, Super B-4, Thiru Vi Ka Industrial Estate, Guindy, Chennai-600032. Branch Office : ShivMula Tower, 2nd Floor, Plot No.33, Main Road, Wright Town, Ward No.9, Bhavani Prapat Tiwari Ward, Jabalpur - 482002 under the Securitisation and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 and in exercise of powers conferred under Section 13(12) read with Rule 3 of the Security Interest (Enforcement) Rules, 2002 issued a demand notice dated 14/11/2024 to 1. KRISHN KUMAR AGRAWAL (APPLICANT), 2. AGRAWAL KIRANA STORE (CO-APPLICANT), 3. GANGA BAI (CO-APPLICANT), 1 to 3 At: H No. 220 WARD NO. 03 LAL BAHADUR SHASTRI SHAHPURA SIHORA JABALPUR MADHYA PRADESH 483119 4. BALRAM AGRAWAL (CO-APPLICANT), WARD NO 1 LAL BAHADUR SHASTRI BHITONI SHAHPURA JABALPUR MADHYA PRADESH 483119 herein after referred to as Borrower and Co-Borrowers in Loan A/c No.HE011UR00000033159 to repay the amount mentioned in the notice being Rs.2081292.00/- (Rupees Twenty Lakh Eighty One Thousand Two Hundred and Ninety Two only) as on 14/11/2024 with interest thereon within 60 days from the date of receipt of the said notice.
The borrowers having failed to repay the amount, notice is hereby given to the borrowers in particular and the Public in general that the undersigned has taken **Physical possession** of the property described herein below in exercise of the powers conferred on him under Section 13(4), 13(12) of the said Act read with Rule 8 of the said Rules Security Interest (Enforcement) Rules, 2002 on this the 11/09/2025.
The Borrowers' attention is invited to provisions of Sub-section (8) of Section 13 of the Act, in respect of time available, to redeem the secured assets.
The borrowers in particular and the Public in general are hereby cautioned not to deal with the property and any dealings with the said property will be subject to the charge of **M/s Cholamandalam Investment and Finance Company Limited**, for an amount of being Rs.2081292.00/- (Rupees Twenty Lakh Eighty One Thousand Two Hundred and Ninety Two only) as on 14/11/2024 and interest and charges thereon.
DESCRIPTION OF THE IMMOVABLE PROPERTY
Land Bearing Part Of Plot Khasra No. 173/3, After Mutation Khasra No. 173/3/1/2, Plot Area 1080 Sq. Ft., Mouza Jhohji, P H No. 55, R N M Shahpura, Tehsil Shahpura, Dist Jabalpur Mp. **Bounded As ; East** - Remaining Land Of Seller; **West** - Narsinghpur - Jabalpur Main Road; **North** - Remaining Land Of Seller; **South** - House Of Dharmesh Agrawal.
Date: 11/09/2025 Sd/- Authorised Officer
Place: Jabalpur M/s. Cholamandalam Investment & Finance Co. Ltd

Truhome FINANCE
TRUHOME FINANCE LIMITED (Formerly Shriram Housing Finance Ltd.)
Head Office: Level -3, Wockhardt Towers, East Wing C-2, G Block, Bandra Kurla Complex, Bandra (East), Mumbai 400 051;
Tel: 1800 102 4345 • Website: <http://www.truhomefinance.in>
Reg.Off.: Srinivasa Tower, 1st Floor, Door No.5, Old No.11, 2nd Lane, Cenatoph Road, Alwarpet, Teynampet, Chennai-600018
APPENDIX-IV-A [SEE PROVISION TO RULE 8(6)] SALE NOTICE FOR SALE OF IMMOVABLE PROPERTIES
E-Auction Sale Notice for Sale of Immovable Assets under the Securitization and Reconstruction of Financial Assets and Enforcement of Security Interest Act, 2002 read with provision to Rule 8(6) of the Security Interest (Enforcement) Rules, 2002.
Notice is hereby given to the public in general and in particular to the Borrower/s and Guarantor/s that the below described immovable properties mortgaged/ charged to Truhome Finance Limited (formerly M/s Shriram Housing Finance Limited), the Physical Possession of which have been taken by the Authorized Officer of Truhome Finance Limited, will be sold on "As is where is", "As is what is" and "Whatever there is" basis in e-auction on 28.10.2025 between 11:00 a.m. to 1:00 p.m. for recovery of the balance due to Truhome Finance Limited from the Borrowers And Guarantors, as mentioned in the table.
Details of Borrowers and Guarantors, amount due, Short Description of the immovable property, reserve price and earnest money deposit and date of Inspection are also given as:

Name of Borrowers/ Co-Borrowers/ Guarantors/Mortgagers	Amount of Recovery and date of Demand Notice	Reserve Price (Rs.) & Bid Increment	Date & Time of Auction	Contact Person Details - (AO and Disposal team)
(1). Mr. Satish Ahirwar S/o Mr. Doman Singh Ahirwar (2). Mrs. Rajkumari W/o Mr. Satish Ahirwar Address- Plot No.-43, Dwarka Dham Colony, Gram-Dabar, Vidisha (M.P)-464001. Also At- Mr. Satish Ahirwar S/o Mr. Doman Singh Ahirwar 45- Ganesh Ganj Marg, Gali No. 1, Luhangi Pura, Vidisha (M.P)-464001. Also At- Mrs. Rajkumari W/o Mr. Satish Ahirwar Ward No. - 25, Gali No. 04, Sikhar Chandraj Ki Dukan Ke Pass, Luhangi Mohalla, Vidisha (M.P)-464001. Loan Account No. SBTHBHP0001345	Rs. 10,34,013/- (Ten Lakh Thirty Four Thousand Thirteen Only) due and payable as on 09/04/2025 with further interest and incidental expenses, costs etc. Demand Notice Date- 10-04-2025	: Rs. 11,00,000/- (Rupees Eleven Lakh Only) Bid Increment: Rs. 10,000/- and in such multiples. Earnest Money Deposit (EMD) (Rs.) Rs.1,10,000/- (Rupees One Lakh Ten Thousand Only) Last date for submission of EMD : 27/10/2025 Time 10.00 a.m. to 05.00 p.m.	28th Oct. 2025 Time : 11.00 A.M. to 01.00 p.m.	Customer Care No. 022-40081572 Mr. Ashfaq Patka +91 9819415477 Mr. Brajendra Singh Gurjar +91 9977219366 Inspection Date & Time : 25.10.2025 11 Am to 06 PM

Description of Property
All the piece and parcels of immovable property being Residential House property Part of land revenue survey no. 18/1/7/3/1/2 Situated at Dwarkadham colony Village Dabar Ph.67 New 08 Vishisht Nivesh Kshetra 46/66 Bahar Seema Nagar Palika Vidisha, Dist. Vidisha, Admeasured Plot no.C-43 area = 600 Sq.ft. 55.76 Sq.mt., Bounded by East Plot no. D-18 Lakhani Vishwakarma, West-30 Feet Road may Nali Sewage Sahit, North-Plot no. C-44, South-Plot no. C-42
1) For detailed terms and conditions of the sale, please refer the website of Truhome Finance Limited (Formerly Shriram Housing Finance Limited) website.
2) The intending bidders have to submit their EMD amount to be deposited by way of RTGS/NEFT to the account details mentioned herein below: BANK NAME: AXIS BANK LIMITED BRANCH: BANDRA KURLA COMPLEX, MUMBAI BANK ACCOUNT NO. Current Account No. 911020045677633 IFSC CODE: UTIB0000230.
Place : Vidisha
Date : 15-09-2025

Sd/- Authorised Officer- Truhome Finance Limited (Formerly Shriram Housing Finance Limited)