

**IN THE COURT OF SOHAIB AHMED RUMI  
DISTRICT & SESSIONS JUDGE/PRESIDING OFFICER  
DISTRICT CONSUMER COURT, GUJRANWALA  
Case No. 118/09**

Attique Shah S/o Shafiq Shah Caste Syed R/o House # 92/14 G.T Road Gangniwala  
Gujranwala (Complainant)

Vs.

Chohan Traders, Chohan Autos opposite Din Plaza G.T Road, Gujranwala through  
proprietor (Respondent)

**COMPLIANT UNDER SECTION 25 OF THE PUNJAB CONSUMER  
PROTECTION ACT, 2005**

Date of institution : **23-04-09**

Date of decision : **17-10-09**

**JUDGMENT:**

Attique Shah S/o Shafiq Shah has filed this case against M/S Chohan traders stating that on 13-09-08 he obtained possession of motorcycle No. GAM-9953 Engine No. 7S32497 Chaises No. AA-132129 make safari under the hire purchase agreement for a consideration of Rs. 44000/- out of which 20000/- were paid at the spot whereas Rs. 6000/- as monthly installment was settled between the parties for the payment of remaining price. According to the complainant three installments were paid to the respondent. Dispute cropped up at the time of payment of fourth installment on 16-01-09 when respondent refused to hand over original registration book of motorcycle in question.

Complainant prayed that respondent be proceeded and punished. Damages for mental torture, financial loss and counsel fee be also awarded. Respondent by filing reply to the complainant contended that according to the agreement complainant obtained the possession on making payment of Rs. 20000/- and it was settled that until the total out standing amount is paid the complainant shall pay Rs. 6000/- as monthly rent of the motorcycle. Respondent claimed that out standing amount Rs. 24000/- and rent @ of Rs. 6000/- per month for 6 month is out standing against the complainant.

Argument heard and record perused.

Respondent has prayed dismissal of the complaint on the ground that same is barred by time and Consumer Court has no jurisdiction to adjudicate and decide the dispute between the parties. I have heard the counsel for the parties at length case of the complainant is that he purchased motorcycle under the hire purchase agreement. Respondent's version is that complainant obtained the motorcycle on rent @ of Rs. 6000/- per month and paid Rs. 20000/- as a security with the understanding that if Rs. 24000/- are paid the complainant shall be entitled to get the ownership of the motorcycle transfer in his favour. Counsel for respondent argued that respondent has not received any installment from the complainant rather received monthly rent of

the motorcycle. He produced "Iqrar Nama Karayadari", an agreement executed between the parties regarding the motorcycle in question. I have gone through photocopy of receipt annexed with the complaint by the complainant which shows payment of monthly rent of motorcycle @ of Rs. 6000/- per month.

Irrespective of the nature of the agreement between the parties this Court is only concern with violation of any provision of the Punjab Consumer Protection Act, 2005 to make out a case for adjudication. Counsel for the complainant pointed out that respondent has demanded much more amount then settled between the parties and has committed of the violation of the terms and condition of the agreement. However, learned counsel could not produce any such agreement on record nor could pin point the violation of any provision of the Punjab Consumer Protection Act, 2005 on the part of respondent. Violation of terms of condition of agreement, a case of re-edition of account regarding the payment of installment of rent, may that it be, the case of the complainant does not falls within the ambit of the Punjab Consumer Protection Act, 2005. Neither it is a case of the complainant that the motorcycle in question has been found defective nor he has claimed defective service provided by the respondent under true sense of the terms of the Punjab Consumer Protection Act, 2005. The relief prayed for as described above in any case can not be granted by the Consumer Court under the enactment creating its jurisdiction. According to the para 3 of the complainant cause of action occurred on 16-01-09, the legal notice was dispatched on 04-03-09 as mentioned in para 5 of the complaint whereas the complaint was filed on 23-04-09 the same is also barred by time as well. However in the light of discussion in the preceding paras the complaint is returned being corm non judice for presenting it before a proper forum having jurisdiction under the law. File be consigned to the record room after its due completion.

**Announced:**

17-10-09

**(SOHAIB AHMED RUMI)**  
District & Sessions Judge/  
Presiding Officer  
District Consumer Court,  
Gujranwala.

Certified that this judgment consist of two pages, which have been dictated, corrected and singed by me.

17-10-09

**(SOHAIB AHMED RUMI)**  
District & Sessions Judge/  
Presiding Officer  
District Consumer Court,  
Gujranwala.