

**IN THE COURT OF SOHAIB AHMED RUMI
DISTRICT & SESSIONS JUDGE/PRESIDING OFFICER
DISTRICT CONSUMER COURT, GUJRANWALA
Case No. 84/09**

Muhammad Tariq S/o Mairaj Din R/o Street Hawaldar Wali Gajakh Mughal pura
Gujranwala through Muhammad Shahfiq S/o Muhammad Saddiqu (Complainant)

Vs.

Qazi Trading Company through Manager Qazi Trading Company Opposite Din Plaza G.T
Road, Gujranwala (Respondent)

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

Date of institution : **21-03-09**

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

JUDGMENT:

Complainant's case is that he obtained motorcycle No. GAV-3207 Honda City Model 2005 from respondent under the hire purchase agreement and continued to pay the installments but the respondent has forcibly snatched the said motorcycle from the complainant for which suffered the following loss.

- | | |
|------------------------------------|--------------------------------|
| 1. Price of Motorcycle Rs. 40840/- | 2. Mental Torture Rs. 100000/- |
| 3. Business loss Rs. 150000/- | 4. Counsel's Fee Rs. 15000/- |

Complainant prayed that possession of the motorcycle in question may be ordered to be restored and the above said expenditures/loss may also be awarded. Respondent on the other hand contended through written statement that complainant has obtained said motorcycle from the respondent on monthly rent.

Later on respondent was proceeded exparte due to his absence. Complainant appeared as PW1 and produced the following documents in support of his version:-

Special Power of attorney Exhibit "PA", receipt advance payment Exhibit "PB", receipts of payment of installments Exhibit "PC/1-5" certificate of counsel's fee Exhibit "PD", photo copy of legal notice mark "B", copy of registration book mark "A", postal receipts dispatching legal notice Exhibit "PC", AD Exhibit "PF"

Arguments heard record perused

Complainant contention is that he purchased the motorcycle on the basis of hire purchase agreement however he could not produce any such agreement during the course of evidence. A photocopy of the "Iqrar Nama Krayadari" and an affidavit for payment of monthly rent of the motorcycle in question has been placed on record by the respondent alongwith the written reply.

I have given my anxious consideration to the facts of this case. It is a case of two versions; complainant's case is that he obtained motorcycle under the hire purchase agreement. On the other hand respondent's version is that complainant received the motorcycle in question on monthly rent. A copy of rent deed was placed on record in this regard. To determine the nature of agreement between the parties is not the domain of this Court. The only concern for the determination of jurisdiction to decide the matter for this Court is as to whether there is complaint about manufacturing or performance of the product purchased either under the hire purchase agreement or obtained on lease? As to whether any complaint regarding service provided by the respondent as defined in section 2(4) of the Punjab Consumer Protection Act, 2005 exists? The complaint has nowhere alleged any such defect either in the product or in service. There is another aspect of the case that complainant has prayed that possession of the motorcycle be restored to him from the respondent alongwith Rs. 100000/- as damages Rs. 150000/- business loss etc. I am afraid that this Court can not pass any such type of mandatory injunction which is exclusive domain of the Civil Court. The relief prayed for as described above in any case can not be granted by the Consumer Court under the enactment creating its jurisdiction. The complaint is therefore returned being coram non iudice for presenting the same before the proper forum. 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.