

**IN THE COURT OF SOHAIL NASIR DISTRICT AND SESSIONS**  
**JUDGE/JUEGE CONSUMER COURT,**  
**RAWALPINDI**

*(Case No. 16 of 08.03.2012)*

*Mukhtar Ahmad Ranjha Vs. Indus Motors Company & 4 others.*

**Present:** *Mr. Manzoor Hussain Malik Advocate for claimant.*  
*Nemo for defendants.*

**ORDER**

*01. By way of this order I proceed to decide the preliminary objection raised by defendants about the jurisdiction of this Court to entertain the claim in hand.*

*02. Mr. Mukhtar Ahmad Ranjha claimant by filing this claim under section 25 of The Punjab Consumer Protection Act, 2005 (hereinafter to be called the Act) has maintained that he purchased Toyota Corolla GLI under a sale certificate on 04.05.2011 from Toyota Gujranwala Motors (defendant No. 3); claimant started to use this vehicle exclusively and found a major defect of design and manufacturing of "Rim and Tyre" which was experienced while driving over a smooth surface of motorway within the permissive speed of 100 km/h; on 20.01.2012 when claimant was way back to Islamabad from Hassanabdal through motorway, due to above stated defect there was a sudden burst of the Tyre which resulted striking the car against the left boundary on road and damage to different portions of the vehicle; claimant personally lodged his grievances to Mr. M. Kashif Mughal at Toyota Gujranwala Motors and on his advice claimant also met Mr. Imran Kiyani Technical Representative of General Tyre; claimant presented his complaints with a demand for remedial care and replacement of defective and faulty parts, but of no consequences; claimant on 07.02.2012 had sent a legal notice to defendants. Prayer was made for the relief as under: -*

- i. To replace the Vehicle with new one or refund the invoice price of the Vehicle.*
- ii. Mark up from the date of payment of purchase price at prevalent bank rate.*
- iii. Damages for harassment, physical injury and mental agony assessed as above.*
- iv. Costs of the instant Court proceedings.*
- v. Further and other reliefs as the complainant is entitled to.*

**03.** *Defendants Nos. 1 & 2 had filed their joint written statement. Similarly, defendants Nos. 3 & 4 also submitted their common written reply.*

**04.** *Defendants Nos. 3 & 4 had raised a preliminary objection about the jurisdiction of this Court.*

**05.** *No one has appeared in spite of repeated calls from defendants side, hence I have heard arguments of learned counsel for claimant who contents that under section 27 (c) of the Act, when the cause of action wholly or in part arises, then claim can be filed at any of the places; although claimant purchased vehicle from Gujranwala, but when because of defect he met an accident in Rawalpindi cause of action also arose here, therefore, this Court is competent to entertain and to decide this claim under the Act.*

**06.** *Defendants Nos. 1&2 are running their business at Karachi and their same addresses are given in claim. Defendants Nos. 3&4 are maintaining their offices at Gujranwala whereas defendant No. 5 holds his business at Lahore. Therefore, it is clear that none of the defendants reside or running their business within the jurisdiction of this Court. Section 27 of the Act, for reference is reproduced as under: -*

*“Subject to the provisions of this Act, the Consumer Court shall have jurisdiction to entertain complaints within the local limits of whose jurisdiction: -*

**a.** *The defendant or each of the defendants, where there are more than one, at the time of filing of the claim, actually and voluntarily resides or carries on business or personally works for gain; or*

**b.** *any of the defendants where there are more than one, at the time of the filing of the claim, actually and voluntarily resides, or carries on business, or personally works for gain; provided that in such a case the permission is granted by the Consumer Court for the defendants who do not reside, or carry on business, or personally work for gain, as the case may be, acquiesce in such institution; or*

**c.** *the cause of action wholly or in part arises.*

**07.** *Clause (c) is the relevant provision for the purpose to settle down the question of jurisdiction. Admittedly, on the basis of perusal of claim it*

*is not a case of defective and faulty services, but it is a case of provision of defective product. Undoubtedly manufacturer of the product is Indus Motors Company Ltd. Karachi. Vehicle was purchased by claimant from defendant No. 3 who runs his business at Gujranwala. Defendant No. 3 being authorized dealer of defendant No.1 delivered the vehicle to claimant at Gujranwala. By no means with regard to the purchase and supply of vehicle is any office or company running its business within the territorial jurisdiction of this Court. If this is the position then it is wrong to hold that cause of action was also available to claimant at Rawalpindi. This could be only if in the process of purchasing and supplying the vehicle any franchise or dealer of defendant No. 1 has to be in picture at Rawalpindi.*

*08. In view of above, I am of the opinion that cause of action is available to claimant, if any, either at Karachi or at Gujranwala, but not within the territorial jurisdiction of this Court. This claim is, therefore, returned to claimant with the observations that he may file his claim before the Court of competent jurisdiction, if so advised.*

**Announced**  
04.09.2012

**(SOHAIL NASIR)**  
District & Sessions Judge/  
Judge Consumer Court,  
Rawalpindi.

*It is certified that this judgment consists of three pages. Each page has been dictated, read, corrected and signed by me.*

**(SOHAIL NASIR)**  
District & Sessions Judge/  
Judge Consumer Court  
Rawalpindi