

**In The Court Of Syed Maruf Ahmedali Presiding Officer
District & Sessions Judge District Consumer Court
Lahore.**

Miah Khurshid Alam Ramay V/S Pak Suzuki Etc.

Order.

The Petitioner Mian Khurshid Alam Ramay has filed a Complaint under Section 25 of the Punjab Consumer Protection Act 2005 against the Respondents for damages/compensation amounting to Rs.11,49,974/-

2 Brief facts, according to the Complaint are that the Complainant purchased Suzuki Car Mehran manufactured by Respondent No.1 sold by Respondent No.2 to Pervaiz Muhammad Ali for a consideration of Rs. 408300/- on 28.01.2008 which was purchased by Complainant through Respondent No.3 for Rs. 431000/- on 07.02.2008 which was transferred in the name of the Complainant at Lahore. It is alleged that the car has a manufacturing defect; when it starts it goes hopping and creates vibration when the speed of the car is enhanced above 100 KM. The Speedo Meter of the car shows that its maximum speed is 140 KHM. The body of the car is of light weight material. It is alleged that there are others defects such as that the A.C of the car was without Gas. The left Door Glass, Door Lock was not working properly, Coolant Water of the Radiator also leaked out. Despite repeated requests by the Complainant the said defects were not removed. The Complaint had spent a certain amount on the car the detail of witch is given in Para No.16 of the Complaint and the breakup of damages along with other expenses. He has prayed that his car be replaced with a new one and his Complaint be accepted.

3 The Respondents were summoned who contested the claim through their Written Statement. Respondent No.3 was proceeded Ex-Parte on 01.04.2008 The Complainant in order to prove his case appeared in the Witness Box as PW-1. On the other hand the Respondents produced RW-1 Mudassar Ahmed and RW-2 Tamseel Ahmed Farooqi. Both the parties closed their evidence on 08.09.2008.

4 It is contended by the complainant that his car manufactured by Respondent No.1 has a manufacturing defect, as time and again some defect occurs and the maximum speed

shown on the Meter Gauge is 140 KM and it does not pickup the speed for more than 100 KM and creates vibration when the speed of the car is enhanced .He has further contended that he had proved his case and his Complaint be accepted and his car be replaced with a new one.

5 On the other hand, the counsel for the Respondent has contended that there were minor problems in the car and they were removed on the Orders of this Court and the Complainant has signed the Satisfaction Note .A Test Drive of the car was also conducted near New Air Port Road Lahore and the car speed was about 90/100 KMH, as the maximum speed limit on the said road is 100 KMH. Then again on the Order of this Court a Test Drive was conducted on 25.09.2008 on the Motorway for about 20 KM where the maximum speed limit is 140 KMH and maximum speed of the car on petrol without A.C was 118 KMH. He has further contended that there is no manufacturing defect in the car. The Complainant has failed to prove this case and has prayed that his Complaint be dismissed.

6 After hearing the arguments of both the learned counsel for the Parties and perusing the record. According to the evidence given by the Complainant who has appeared in the witness box as PW-1 , has pointed out minor problems in the car i.e. Window Pane of the left side Door did not close properly and the Lock of the Left side door was out of order. The car did not run more than 90/100 KMH .The Coolant Water leaked out from the Radiator of the car. He has also admitted that he took his car to the Showroom of Respondent No.2 and his car was checked and need full was done and a Job car was issued which is Ex-P/5. Then the car was checked by the Complainant there was no Gas in the A.C Compressor .Then a Legal Notice was issued to Respondent No.1. But no reply was received. He has also admitted that during pendency of this case, he took his car to the workshop of Respondent No.2 who filled the Gas in the A.C Compressor, replaced the Lock of the Left Door and repaired the Window Pane. Other problems were also solved by Respondent No.2.who issued a Job Card which is Ex-P/6 on 05.04.2008. He has further stated that the car again created problems, as Respondent No.1 has used substandard material in the manufacturing of the car which has been sold on excessive

price. During cross examination he has stated that he does not remember that if he had received the Warranty Booklet.

7 RW-1 Mudassar Ahmed (Assistant Manager Marketing)who has appeared on behalf of Respondent No.1 and produced Authority Letter Ex-R/1, and Delivery Sheet Ex-R/2 .RW-2 Tamseel Ahmed Farooqi (Deputy Manager After Sales) produced Warranty Booklet Ex-R/3 , Satisfaction Note signed by the Complainant Mark R/1 , Mark R/2.Instruction Manual Ex-R/4 . He has further stated that all the minor problems in the car were solved free of charge on 15.04.2008. It is admitted an fact that on 29.07.2008 a Test Drive of the car was conducted and the car drove up to 90/100 KMH at New Air Port Road Lahore as the maximum speed on that road is 100 KMH.

8 According to the evidence on record there were minor problems in the car which were checked and removed on the direction of this Court on 15.04.2008 free of charge. The main grievance of the Complainant is that the Kilo Meter Gauge shows maximum speed of the car as 140 KMH, where as the car does not run more than 90/100 KMH. Again a Test Drive of the car was ordered to be conducted vide Order dated 18.09.2008. The Registrar of this Court was deputed to accompany the Complainant and the representative of Respondent No.1 and 2 for a Test Drive. According to the Report of the Registrar of this Court dated 25.09.2008 which is Mark C/2 for reference, shows that Test Drive of the car was conducted on Motorway for about 20 KM and the maximum Speed of the car on the Motorway was without A.C on Petrol was 118 KMH, as the maximum permissible speed on Motorway was 120 KMH.

9 According to the evidence on record the Complainant has failed to prove that there is a manufacturing defect in the car. The Complainant has also failed to prove any damages and loss he has suffered due to the purchase of this car. Nor he has proved that he paid any own money. All the taxes paid by the Complainant on the purchase of the car have been imposed by the Government and not by Respondent No.1.The Respondent had sold this car on 28.01.2008 which is still in the warranty period. Warranty of the car expires on 27.01.2009 .It appears that the Warranty Booklet has been misplaced or lost by the Complainant. Even then the Respondent

No.1 and 2 are bound to redress the grievance of the Complainant pertaining to the car within the warranty period free of costs. Both the Respondents are directed to honour the warranty period, when ever the Complainant approaches them.

As far as the replacement of the car and damages claimed by the Complainant are concerned it could not be proved by him and he is not entitled to the same. Both the Respondents should have abided by the Warranty and redressed the grievance of the Complainant, which was not done and was only done, when the case was filed by the Complainant. Therefore, Respondent No.1 is burdened with costs amounting to Rs. 5000/- and shall issued a Duplicate Warranty Book within 10 days from the date of this Order. As it was due to the Respondents that the Complainant had to file a case before this Court, which could have been avoided if the attitude of the Respondents would have been positive. However this Complaint is dismissed.

File be consigned to record room after due completion.

Announced
09.10.2008

Presiding Officer
District Consumer Court
Lahore.

Certificate

Certified that this Order consist of Five (5) pages which have been dictated, read, corrected and signed by me.

Announced
09.10.2008

Presiding Officer
District Consumer Court
Lahore.