

**IN THE COURT OF JAVED IQBAL SHEIKH,
DISTRICT & SESSIONS JUDGE / PRESIDING OFFICER,
DISTRICT CONSUMER COURT,
FAISALABAD.**

Complaint No 1382018
Date of institution 24.05.2018
Date of decision 25.04.2019.

Moaaz Bin Haleem S/o Haleem Aslam Malik R/o House No.P-23
Race Course Road, Civil Lines, Faisalabad.

Versus

1. Honda Atlas Cars (Pakistan) Limited, 43K.M Multan Road,
Manga Mandi Lahore, through its C.E.O / Chairman.
2. Honda Chenab Motors through its chief executive near Daewoo
Bus service, Sargodha Road, Faisalabad.

Claim u/s 25 of the Punjab Consumer Protection Act, 2005.

ORDER:

The instant complaint is filed on behalf of Moaaz Bin Haleem against Honda Atlas Cars and against Honda Chenab Motors through its Chief Executive near Daewoo Bus Service, Sargodha Road, Faisalabad that on 21.12.2017, he paid Rs.16,06,000/- through pay order No.04229938 in the name of defendant No.1 i.e. manufacturer for purchase of Honda city car silver colour through defendant No.2 the dealer Honda Chenab Motors on the same day through Annexure "A & B". It is further contended in the complaint that defendant No.2 promised that motor vehicle shall be delivered to the claimant on 21.01.2018 i.e. after one month from booking of the same but on non fulfillment of promise, the claimant issued a legal notice to the defendants on 24.04.2018, seeking payment of damages of Rs.23,06,000/- but no reply of the said notice was obtained, hence, this complaint.

2. The defendants appeared before the court and submitted their written statement and denied all the version of the claimant.

3. At pre-trial stage, no one offered for settlement and then the evidence of both the parties was recorded

4. The following evidence was got recorded on behalf of the claimant i.e. the statement of the claimant as PW1 and he submitted in support of his claim postal receipts as Ex-P1 & Ex-P2, relationship contract form as Ex-P3, copies of legal notice as Mark P/A & Mark P/B and copy of pay order as Mark P/C. On the other hand, the defendant got examined Imran Haider Rathor, the Manager Legal and I.R Honda Atlas Cars Pakistan Limited as DW1 and his sworn affidavit as Ex-D1 was submitted in support of his version alongwith the authority letter as Ex-D2 and resolution of the Board of Directors as Ex-D3.

5. The learned counsel for the claimant has argued that for complying the agreement between the parties, the defendants were bound to deliver the motor vehicle got booked by the claimant within agreed time limit, therefore, in acceptance of the complaint the prayed amount of damages and already paid amount be ordered to be recovered from the defendants.

6. The learned counsel for the defendant No.1 has argued that the routine time of delivery of the motor vehicle is within maximum period of six months from the time of booking and even before expiry of that six months, the claimant brought this complaint which was taken as cancellation of agreement between the parties, on

part of defendant No.1 i.e. manufacturer of Honda Atlas and now the claimant is only entitled to recover back his advance amount which defendant No.1 is ready to pay at any moment. He further argued that the defendant No.1 is not liable to comply the alleged oral promise of defendant No.2 made with the claimant, for delivery of vehicle in one month.

7. Further arguments are raised that apart from the alleged controversy this court lacks jurisdiction to entertain the matter in hand as the violation / breach of the relationship of consumer and service provider is not sought to be redressed between the parties and at maximum it is a case of alleged breach of contractual liability for which at maximum the claimant has his civil remedy to avail, if he is so advised, it is finally prayed that the complaint in hand is not maintainable and same be dismissed. Reliance is placed upon the case laws titled as Muhammad Yaseen vs. District and Sessions Judge and others (2017 CLD 1196), the Chief Executive FESCO Faisalabad and two others vs. Nayab Hussain (PLD 2010 Lahore 95), the Sub-Divisional Officer (Operation) FESCO vs. Muhammad Ilyas (2016 CLC 1417) and Coca-Cola Beverages Pakistan Limited vs. Ashiq Ali (PLD 2014 Lahore 196).

8. The arguments heard, record perused.

9. Admittedly, the order for purchase of Honda city car silver colour was placed by the claimant on 21.12.2017 and the complaint in hand was filed by the claimant on 24.05.2018 i.e. after about five months nearly from the time of booking of motor vehicle

and this is not a case of delivery of defective product yet, and so far it was just an agreement between the parties and for breach of contract the claimant has his civil remedy against the defendants, if he is so advised and for the time being, at best, it is just a case of alleged breach of contractual liability between the claimant and defendant No.2 and secondly against defendant No.1 through the office of the defendant No.2 who is the authorized dealer at Faisalabad of defendant No.1, therefore, relying upon the case laws produced on behalf of the defendant No.1, this court is of the opinion that provisions of section 30 & 31 of the Punjab Consumer Protection Act, 2005, read with the provisions of section 2 (c)(h)(j), sections 4 to 9 of the Punjab Consumer Protection Act, 2005 are not attracted in instant case, hence, under the above discussion, the complaint in hand is not maintainable, the same is hereby dismissed. The claimant may avail his civil remedy, if so advised. After due completion, the file be consigned to the record room.

Announced
25.04.2019

(Javed Iqbal Sheikh)
District & Sessions Judge/
Presiding Officer,
District Consumer Court, Faisalabad

Certified that this order consists of four pages and each page has been dictated, read, corrected and signed by me.

Dated
25.04.2019

Presiding Officer,
District Consumer Court, Faisalabad

Short order.

Present:-

Nemo.

ORDER

Record perused.

2. Vide order dated even, passed in English separately, the complaint in hand is dismissed. After due completion, the file be consigned to the record room.

Announced
25.04.2019

(Javed Iqbal Sheikh)
District & Sessions Judge/
Presiding Officer,
District Consumer Court, Faisalabad.