

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

Complaint No                      111/2016  
Date of institution              21.04.2016  
Date of decision                 11.05.2017.

Rehim Din S/o Abdul Ghafoor R/o House No.4, Quaid-e-Azam Block, Zila Council Colony, Samundri Road, Near Shall Petrol Pump, Faisalabad.

**Versus**

1. UBL Square Branch, Near Katchary Bazar, Faisalabad (through Manager).
2. Naveed Ahmad, Regional Sale Head, UBL Square Branch, Near Katchary Bazar, Faisalabad.
3. Ahmad Mujtaba Sales Officer, UBL Square Branch, Near Katchary Bazar, Faisalabad.
4. Burg Motors, Near Jail Road, Faisalabad.

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

**Application u/o 7 rule 11 read with Section 151 of CPC.**

**ORDER:**

The applicants / defendants No.1&3 has filed the application in hand for dismissal of the complaint on the grounds that the defendant is a financial institution and the claimant is a customer, therefore, the matter in question only can be taken up by the Banking Court and u/s 7 (4) of the Financial institutions (Recovery of Finances) Ordinance, 2001, this court has no jurisdiction to entertain the matter in dispute, therefore, the complaint may be dismissed.

2.            The claimant / respondent has contested the application by filing written reply. He has denied from the version of the

applicants / defendants by contending that he is a consumer and the applicants / defendants are the service providers and the applicants / defendants have been sued in personal capacity, therefore, this court has jurisdiction to entertain the matter in issue.

3. Arguments heard, record perused.

4. By filing this complaint, the claimant has contended that he made an agreement with the applicant / defendant No.1 through defendants No.2&3 for the delivery of car (Suzuki Mehran VX Euro II), against payment of Rs.6,35,000/- and the amount was to be paid by installments and he successfully paid Rs.2,86,090/-. Defendants No.1 to 3 assured him that the delivery of car would be made through defendant No.4, after the payment of first installment but lateron, they asked for further one month. After lapse of the period, the car was not delivered to him and in the way, the defendants rendered faulty services. Because of faulty services of the defendants, he suffered monetary loss and mental agony also. He gave notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005, to the defendants for redressal of his grievance but of no avail, hence, the instant complaint.

5. Admittedly, the claimant entered into an agreement with the applicant / defendant No.1 for getting a car on lease. He made payment of some amount but the car was not delivered to him. The matters pertaining to financial institutions with their customers can only be taken up and decided by the Banking Court.

Section 7(4) of the Financial Institution (Recovery of Finances) Ordinance, 2001, reads as under:-

*No court other than a Banking Court shall have or exercise any jurisdiction with respect to any matter to which the jurisdiction of a Banking Court extends under this Ordinance, including a decision as to the existence or otherwise of a finance and the execution of a decree passed by a Banking Court.*

The claimant's claim is based on lease agreement and the cause of action arose-out on failure of the defendants to fulfill an obligation toward them to deliver the car. That being so, the case of the claimant is covered by Section 9 of the Financial Institutions (Recovery of Finances) Ordinance, 2001. It is clear one that in case of a dispute in between the customer and a financial institution where breach of any obligation is alleged on the part of either party, resort to court other than the Banking Court constituted under the Provisions of the Financial Institutions (Recovery of Finances) Ordinance, 2001, is barred. Reliance is placed upon the judgments of the Hon'able Lahore High Court Lahore titled (i) Messers Askari Leasing Ltd vs. Presiding Officer and another (PLD 2015 Lahore 140) (ii) Standard Chartered Bank (Pakistan) Ltd through Manager vs. Shafqat Ullah Tahir (2016 CLD 1546) and (iii) Askari Bank Ltd and others vs. Irfan Ahmad Niazi and others (2016 CLD 383).

6. For what has been discussed above, it is held that this court has no jurisdiction to entertain the matter in dispute, therefore, the application in hand is accepted and the complaint is dismissed.

However, the claimant may file a suit before the Banking Court as per law, if so advised. After due completion, the file be consigned to the record room.

**Announced**  
**11.05.2017**

**(Pervez Iqbal Sipra)**  
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**  
**11.05.2017**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short order**

**Present:-**

No one has been appeared on behalf of the claimant. The learned counsel for the defendant appeared and advanced the arguments.

**ORDER**

Arguments heard.

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**  
**11.05.2017**

**(Pervez Iqbal Sipra)**  
District & Sessions Judge/  
Presiding Officer,  
District Consumer Court, Faisalabad.