JUDGMENT SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

Criminal Appeal No.259 of 2022
Master Changan Motors Limited
Versus
Ikram Ul Bari and another

Dates of Hearing:	03.11.2022 and 16.11.2022.
Appellant by:	Barrister Saman Mamoon.
Respondents by:	Mr. Ansar Mehmood Kiani, Advocate for respondent No.1. Mr. Shahid Bashir, Advocate for respondent No.2.

MIANGUL HASSAN AURANGZEB, J:- Through the instant criminal appeal, the appellant, Master Changan Motors Limited, impugns judgment dated 09.04.2022 passed by the learned Judge Consumer Court, Islamabad whereby respondent No.1's complaint dated 14.12.2021 against respondent No.2, Changan Islamabad Motors, was allowed and the appellant was directed to deliver vehicle, Changan Carvaan Plus, to respondent No.1, Ikram Ul Bari, within a period of one month.

2. Learned counsel for the appellant submitted that the impugned judgment has been passed against the appellant even though the appellant had not been impleaded as a respondent in respondent No.1's complaint. Learned counsel for the appellant seeks permission under the principles laid down in the case of H.M. Saya & Co., Karachi Vs. Wazir Ali Industries Ltd., Karachi (PLD 1969 SC 65) to assail the judgment dated 09.04.2022 through the instant appeal.

3. Learned counsel for the appellant drew the attention of the Court to the booking order annexed at page 15 of this appeal and submitted that from the outset, respondent No.1 was well aware that the price of the vehicle *i.e.,* Rs.16,55,000/- was *"subject to change without prior notice;"* that the said booking order clearly provided that the price prevailing at the time of delivery would apply; and that the learned Consumer Court did not appreciate the said terms in the booking order before allowing respondent No.1's

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complaint through the impugned judgment. Learned counsel for the appellant prayed for the appeal to be allowed in terms of the relief sought therein.

4. On the other hand, learned counsel for respondent No.1 submitted that the appellant had offered a special discount of Rs.1,00,000/- on the new price provided full payment for the vehicles having a tentative delivery date of October and November, 2021 was paid by 30.11.2021; that at no material stage did the appellant or respondent No.2 inform respondent No.1 about the said discount; that respondent No.2's letter annexed at page 18 of the appeal is undated and was given to respondent No.1 on 31.12.2021; that respondent No.1 could not have been asked to pay an amount more than Rs.16,55,000/- which was the price of the vehicle mentioned in the booking order; and that the impugned judgment dated 09.04.2022 did not suffer from any legal infirmity. Learned counsel for respondent No.1 prayed for the appeal to be dismissed.

5. I have heard the contentions of the learned counsel for the contesting parties and have perused the record with their able assistance.

6. The record shows that the tentative delivery date according to the booking order was October 2021. The declaration which respondent No.1 had executed (as part of the booking order) shows that respondent No.1 was cognizant of the fact that the price of the vehicle was subject to change without prior notice and that the price prevailing at the time of delivery would apply. The terms and conditions attached to the booking order had also been signed by respondent No.2. Clause 2 of the said terms and conditions provided that the price was provisional and subject to change without notice and the price prevailing at the time of delivery shall apply. Respondent No.1 had also undertaken to abide by the said terms and conditions.

7. On 23.06.2021, respondent No.1 had placed an order for the purchase of vehicle, Changan Carvaan Plus, with respondent No.2. As per the booking order, the total price of the vehicle was Rs.16,55,000/-out of which Rs.3,28,000/- was paid on the date of

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the booking order *i.e.,* 23.06.2021. The balance amount came to Rs.13,27,000/- out of which Rs.12,26,000/- was paid on 14.10.2021 as admitted by the appellant in paragraph 2 of the appeal. In the said paragraph, it was also pleaded by the appellant that *"in July, 2021 the provisional price decreased to Rs.15,54,000/- (Rupees Fifteen Lakh Fifty Four Thousand) owing to reduction in government sales tax and excise duty."* Furthermore, it is pleaded that the price revision for Changan vehicles was announced by the appellant in November, 2021. This shows that by 14.10.2021 by which date respondent No.1 had paid Rs.3,28,000/- plus Rs.12,26,000/-, the price had been reduced to Rs.15,54,000/- and this was the amount that respondent No.1 had paid by 14.10.2021.

8. The appellant had issued a circular on 25.11.2021 announcing the revised / increased price of the vehicle. The circular clearly provides that the revised price was not applicable on *"orders placed till September, 2021 tentative deliveries with full payments deposited till November 25, 2021."* Since respondent No.1 had made the full payment for the vehicle by 14.10.2021 (i.e., before 25.11.2021), the revised price was not applicable to him.

9. Having heard the learned counsel for the appellant on the merits of the case, I do not find any legal infirmity in the impugned judgment dated 09.04.2022. Consequently, the instant appeal is dismissed.

(MIANGUL HASSAN AURANGZEB)
JUDGE

ANNOUNCED IN OPEN COURT ON 23.11.2022.

(JUDGE)

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