



aforesaid notification. The learned counsel for the applicant concedes that the transaction of the sale purchase of Suzuki Margala car between applicant and the respondent had been completed on **17.1.1994** when he had paid the price as applicable on 17.1.1994 on all Margala cars sold through different dealers by the respondent. The applicant sent first legal notice dated 30.11.1994 to respondent and claimed some manufacturing defect in the vehicle purchased by him on 17.1.1994. In the said notice the applicant was unhappy on account of manufacturing defect in the said car. However, after about four months another legal notice was sent which is available at page 117 Ex.P/25. In the second legal notice applicant did not mention about the defect in the manufacturing of the car delivered to him. This time he relied on notification mentioned above and also relied on newspaper reports available at page 93, 94 & 95 that the price of Margalla were reduced therefore, he has asked the respondent to pay the difference of as price after the said notification as on **17.1.1994** it was on higher side. In the suit he prayed for recovery of Rs.70,000/- on the basis of the price which could have been the price after the notification dated 2.2.1994 gazette dated 6.2.1994.

Learned counsel has read notification several times and he insists that because of this notification the price difference should have been passed on to the customer / Plaintiff. He admits that the respondents have sold said cars including the

one purchased by him through advertisement of sale Suzuki Margala car published in different newspapers under the scheme of drastic reduction in price on delivery of Suzuki Margala car. The applicant had already applied for the purchase of Suzuki Margala car and therefore, he received a letter from the respondent to avail the scheme as per advertisement issued by the respondent. He received delivery of car prior to the date of delivery which was expected in **June 1994**. The applicant with all conscious mind received Margala car on drastically reduced price knowingly well six months prior to the date given to him by the respondent on price far less on which it was booked. This fact is born from the record, and conceded by the learned counsel as well.

In view of the above admitted factual position, the case of applicant, if at all, was to establish that the notification dated **02.2.1994** has any retrospective effect on the price of the Suzuki Margala purchased by him from the Respondent pursuant to the advertisement and letter from the respondent whereby Suzuki Margala car which was otherwise to be delivered to him after six months had been delivered to him in January 1994. The claim of Rs.70,000/- for the refund of the amount of car which was supposed to be delivered after six months does not appeal common sense. There has to be some value for the use of car for six months. The applicant must have been benefited in terms of having luxury of a car and by all means such luxury was supposed to be more valuable than

Rs.70,000/- claimed in the name of retrospective effect of the notification whereby prices were supposed to reduced. The notification read out by him again and again does not say that it would also have bearing on the vehicle / cars sold by the manufactures prior to the date of notification issued by the Government.

In view of the above, it is hereby held that notification in question had no retrospective effect to disturb the position of the seller / buyer prior to the date of notification. Consequently, this revision is dismissed with no order as to the cost.

JUDGE

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