

ORDER SHEET  
**IN THE HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD.**  
**R.A.No.S-147 of 2025**

Applicant: S.M. Imran Alvi son of Muhammad Shafi  
through M/s Muhammad Zakaria  
and Lala Imtiaz Pathan, Advocates.

Respondents: General Manager Master Changan Motors  
Ltd. & another through Mr. S. Asad H. Kazmi,  
Advocate.

Date of Hearing: 18.05.2026.

Date of Order 25.05.2026

**J U D G M E N T**

**Syed Fiaz ul Hassan Shah, J:-** This appeal arises out of the Judgment dated 28.08.2025 (**impugned Order**) passed by the learned District Judge, Hyderabad (**lower Appellate Court**) in Appeal No.15 of 2025 setting aside the Order dated 10.10.2022 passed by the Civil Judge/Consumer Protection Court, Hyderabad (**trial Court**) whereby the complaint filed by the appellant was dismissed on the ground of maintainability and jurisdiction. The appellant has challenged the said conflicting findings before this Court under Section 115 CPC and Section 34 of the Sindh Consumer Protection Act, 2014 (**Act 2014**).

2. Brief facts of the case were that the appellant booked a motor Car Alsvin 1.5 L DCt Lumiere Grey Color (**car**) with the Respondent No.1-manufacturer through its authorized Dealer (Respondent No.2) against consideration of Rs.26,39,000/-. Upon payment of part consideration, such Booking order form alongwith Terms & Conditions (page-133-135) (**PBO**) was issued reflecting a tentative delivery timeline of November 2021. After payment of full consideration vide Pay Order No.2304533 dated 19.11.2021, the Respondents failed to deliver car.

3. Afterwards, when Applicant contacted to delivery of said car on 10.12.2021, on that point of time the Respondents demanded extra

payment of Rs.2,75,000/- which has become a bone of contention between the parties.

4. The Counsel for Applicant contends that despite receiving of full payment on 19.11.2021, the Respondents kept continue to delay the delivery of the car which show the malafides on the part of the Respondents. He further contends that after almost after 21 days, on 10.12.201 the Respondents illegally claimed enhanced value of Rs.2, 75, 000/- when the contract was acted upon by the parties due to receiving of the full and final payment and in case there was some revision in the price by invoking clause-2 and 3 of the PBO, still the Respondents ought not to receive full and final payment rather to communicate the enhanced price and this act or omission attract the provision of unfair practice and he relied upon case of Mohsin Abbas vs. Suzuki Motors Company Ltd, PLD 2025 Isl 14 that although it was held while dealing Consumer Protection Statutes enforced in Islamabad and matter resolved penal provisions, but same attracted for the present facts in the case.

5. The Respondents firstly argued that the trial Court has no jurisdiction to try dispute of contractual obligation under section 2(q) readwith Section 26 of the Act. In support of his contention, the learned Counsel for the Respondents relied upon 2025 CLC 393 of this Court as well as Lahore High Court in FAO No.975 of 2025 and state that in identical nature of case, this Court as well as the Hon'ble Lahore High Court has held that contractual service matter falls outside the scope of the Consumer Protection Court and would govern under the Contract Act, 1872. Secondly, he contends that even such complaint was filed after efflux of time prescribed for it. Lastly, he argued that revision of price was constrained due to the enhancement of prices of auto parts and imposition of new taxes by the FBR, Govt of Pakistan and for this unseen reason, Manufacturers always reserved provisions of revised sale price in a contract with customer.

6. Heard the counsel for the parties and perused the record.

**7.** It is admitted position that Respondents received full and final payment as per PBO on 19.11.2021 and failed to deliver the vehicle within the tentative period (November 2021) which is a stipulated period unless cogent and reasonableness explanation exchange from the respondent side. Notably, on two stages i.e. during enforced period of PBO or until the recovery of full and final payments, neither any notice with reasons was issued for the estimated revised price that might constrained the Respondents to enhance sale price nor any demand note for enhanced sale price was issued by the Respondents.

**8.** There is nothing on record except that on 10.12.2021, when the Applicant approached for delivery of Car after such full and final payment, at that point of time, the Respondents demanded enhanced/extra charges Rs.2,75,000/- under revised price invoking Clause-2 &3 of the Terms & Condition set out in PBO and the applicant issued a legal notice calling upon the Respondents to deliver vehicle, but the Respondents neither resolved the grievance nor delivered the vehicle/car, prompting the filing of the consumer complaint.

**9.** In the previous round of litigations, the Respondents in compliance of Order dated 11.11.2022, 12.12.2022 & 27.02.2023 passed in M.A. No.S-32 of 2022 has already handed over the car and disputed amount of Rs.2,75,000/- lying with the Addl. Registrar of this Court.

**10.** The learned Consumer Court allowed the complaint while the learned District Judge, Hyderabad dismissed the complaint primarily on the ground that the dispute was contractual in nature and not maintainable under the Sindh Consumer Protection Act, 2014.

**11.** The pivotal question requiring determination is:

*(a) Whether the dispute arising out of the booking of a motor vehicle and the subsequent refusal of delivery by the respondent-company falls within the jurisdictional competence of the Consumer Court constituted under the Act, 2014, or*

*(b) Whether the controversy is merely contractual in nature, amenable exclusively to the jurisdiction of the Civil Court.*

**12.** For invocation of the Consumer Court's jurisdiction, the complainant must first satisfy the definitional threshold of a "consumer" within the contemplation of Section 2(e) of the Act, 2014. A plain reading of Section 2(e)(i) reveals that a consumer is a person who purchases or obtains on lease any product for consideration, excluding transactions undertaken for resale or commercial purpose, whereas Section 2(e)(ii) extends the definition to a person hiring services for consideration. The statutory scheme, therefore, recognizes two independent categories giving rise to consumer disputes, namely: (i) defects in products; and (ii) deficiency or irregularity in services.

**13.** The expression "product" employed in Section 2(e)(i) derives meaning from Section 2(n) of the Act and bears correspondence with the concept of "goods" under the Sale of Goods Act, 1930. Likewise, the term "services" defined under Section 2(q) encompasses provision of facilities, advice, or assistance in sectors including medical, legal, engineering, and communication services. However, Section 2(q)(i) expressly excludes services rendered under a contract of personal service. Thus, the legislative intent underlying the Act is to provide summary redress in matters involving defective goods, deficient services, and consumer harm arising therefrom.

**14.** In the present matter, the relief sought by the complainant primarily consists of a direction to the respondent-company to deliver the booked vehicle at the agreed price together with damages and litigation expenses. Such relief substantially pertains to enforcement of reciprocal contractual obligations flowing from an agreement of sale. The dispute, therefore, prima facie concerns the respective obligations of the parties regarding payment, delivery, and performance of the contract, rather than any defect in a supplied product or deficiency in an availed service.

15. Nevertheless, the matter does not conclude merely upon examining Sections 2(e), 2(n), and 2(q) in isolation. The Act further incorporates an expansive statutory framework addressing unfair trade practices and deceptive commercial conduct through Section 2(i) which read as:

**Section 2 (i)** *“False or Misleading Representation” includes any statement made by a businessman or person, commerce or trade, in connection with the supply or possible supply of goods or services or with the promotion for the supply or use of goods or services, whether by omission or commission, orally or in writing or by chalking on walls or through sign boards or neon signs or by distributing pamphlets or by publication in any manner, including electronic media whereby such person, or businessman-*

- (i) makes, applies or implies a trade description that is false or misrepresentative;*
- (ii) offers gifts, prizes or other free items with the intention of not providing them, or of not providing them as offered;*
- (iii) demands or accept payment or other consideration for goods or service from a consumer or prospective consumer where, if at the time of the acceptance, such person, or businessman does not intend to supply the goods or services;*
- (iv) intends to supply goods or services materially different from the goods or services in respect of which the payment or other consideration is accepted.*
- (v) is aware that he will not able to supply the goods or services within the period specified by him;*
- (vi) falsely represents that goods or services, as the case may be, are of a particular kind standard, quality, grade, quantity composition, style of particulars previous use or that they are supplied by any particular person or by any person of a particular profession, reconditioned or refurbished at a particular time;*
- (vii) falsely represents that goods are new, or that they are reconditioned, or refurbished or that they were manufactured, processed, produced, reconditioned or refurbished at a particular time;*
- (viii) falsely represents that good or services have any sponsorships, approval, affiliation, endorsement,*

*performance characteristics, accessories, uses, or benefits;*

- (ix) falsely represents the price of any goods or services;*
- (x) falsely represents the existence, exclusion of effect of any condition, warranty, guarantee, right, or remedy;*
- (xi) falsely represents the place of origin of goods;*
- (xii) falsely represents that because of some defect in a consumer home, health, safety, or lives of the consumer of his or her family are in danger if the product or services are not purchased, when in fact the defect does not exist or the product or services would not remove the danger;*
- (xiii) falsely represents causing a probability of confusion or of misunderstanding with respect to the authority to a salesperson, representative, or agent to negotiate the final terms of a transaction;*
- (xiv) falsely represents causing a probability of confusion or of misunderstanding as to the legal rights, obligations or remedies of a party to transaction;*
- (xv) falsely represents that a consumer will receive goods or services “free” or “without charge” or similar words without clearly and conspicuously disclosing the conditions, terms, or pre-requisites requirements to be fulfilled by the consumer in order to avail such goods or services;*
- (xvi) falsely represents the availability of facilities for the repair of goods and supply of spare parts for goods; and*
- (xvii) falsely represents that a product or package is disagreeable, biodegradable, or photo degradable;*

**16.** The definition “false or misleading representation” is a broader spectrum and scope. The said provision materially enlarges the protective ambit of the statute by including within its scope any representation made in connection with the supply or possible supply of goods or services whereby a businessman falsely represents price, quality, availability, delivery capability, or accepts payment despite lacking intention or ability to supply the goods or services promised.

**17.** Particularly significant are clauses (iii), (iv), and (v) of Section 2(i), which contemplate circumstances where consideration is

accepted from a consumer despite absence of intention to supply the goods, intention to supply materially different goods, or awareness of inability to supply within the represented period. The phrase “possible supply of goods or services” employed by the legislature is of considerable amplitude and demonstrates that the statutory protection is not confined merely to post-delivery defects but extends equally to pre-sale inducements, promotional representations, booking schemes, and deceptive commercial assurances.

**18.** Viewed in this perspective, disputes arising from vehicle booking transactions may, in appropriate circumstances, transcend the confines of a pure contractual controversy and assume the character of an unfair trade practice cognizable under the Act. Where allegations disclose that a dealer or manufacturer induced consumers through false promises regarding price fixation, delivery schedule, allocation availability, or acceptance of booking amounts and even subsequently usurped full consideration despite inability or unwillingness to perform, the matter may legitimately attract the operation of Sections 2(i) and 21 of the Act.

**19.** Section 21 of the Act confers jurisdiction upon the Consumer Court to restrain and redress false or misleading representations and unfair trade practices. Significantly, exercise of such jurisdiction is not invariably dependent upon actual delivery of defective goods or rendition of deficient services. Rather, the statutory object is to curb deceptive market practices causing consumer harm at any stage of the transaction. Consequently, even in cases where the product has not yet been delivered, the Consumer Court may assume jurisdiction if the gravamen of the complaint pertains to deceptive inducement or unfair commercial conduct.

**20.** However, the determinative consideration remains the true nature of the cause of action and the substance of the relief claimed. Where the complainant essentially seeks enforcement of contractual performance through delivery of the vehicle under agreed terms,

adjudication necessarily entails examination of contractual obligations, disputed payments, reciprocal promises, and entitlement to specific performance, matters traditionally falling within the domain of Civil Courts exercising jurisdiction under the Specific Relief Act.

**21.** Conversely, where the complaint is structured around allegations that the respondent intentionally misrepresented availability, price, delivery schedule, or accepted payment despite inability or unwillingness to supply the vehicle, the controversy acquires the complexion of a consumer dispute founded upon false or misleading representation under Section 2(i), thereby attracting the remedial jurisdiction contemplated by Section 21 of the Act. Paramount consideration can also be the evidence presented to determine attractivity to invoke one out of the two different situations backed by statute; i.e. Act, 2014.

**22.** Accordingly, the distinction between a maintainable consumer complaint and a purely civil contractual dispute lies not merely in the existence of a booking agreement, but in the dominant character of the allegations and the nature of relief sought. If the essence of the dispute is contractual enforcement, the appropriate remedy lies before the Civil Court. If, however, the complaint substantially alleges or demonstrates deceptive trade practice, unfair inducement, or false representation in connection with the supply or possible supply of goods, the jurisdiction of the Consumer Court may validly be invoked under Sections 2(i) and 21 of the Act, 2014.

**23.** Mere fact that the dispute originates from a vehicle booking transaction does not ipso facto oust the jurisdiction of the Consumer Court. Where the allegations transcend a simple breach of contract and disclose or surfacing elements of unfair trade practice, false assurance, deceptive inducement, or realization of consideration despite inability or unwillingness to deliver the promised product, the controversy assumes the character of a consumer dispute within the

meaning of the Act. The case laws relied upon by the learned Counsel for the Respondents are clearly distinguishable, as the other provisions of the Act, 2014 — notably Sections 2(i) and 21 — were neither referred to nor within the scope of consideration in the factual matrix of those cases.

**24.** Therefore, where allegations disclose that full payment or substantial consideration has been realized from a consumer by a manufacturer, dealer, or supplier pursuant to representations regarding delivery of goods, and subsequent conduct indicates refusal, inability, or unwillingness to supply the promised goods in terms represented, the matter cannot be relegated simpliciter to the realm of private contractual enforcement. Such allegations squarely invoke the protective jurisdiction contemplated under Sections 2(i) and 21 of the Sindh Consumer Protection Act, 2014, thereby vesting the Consumer Court with lawful authority to inquire into and adjudicate the controversy in accordance with law.

**25.** In view of above, the impugned Judgment is not sustainable on this point. However, I find that no findings on the merits of the case had been recorded. The lower Appellate Court has not considered the fact that this Court through various Orders in M.A. No.32 of 2022 has handed over the car in question and differential amount on behalf of the Respondent are lying with the Addl. Registrar of this Court and only original documents are withholding by the Respondents.

**26.** Consequently, while allowing Revision Application set-aside impugned Judgment and remand the case to the Lower Appellate Court to re-appraise record, re-hear and decide the case in the light of above observations and in accordance with law.

**J U D G E**