

**DALAM TRIBUNAL TUNTUTAN PENGGUNA  
WILAYAH PERSEKUTUAN KUALA LUMPUR**

**TUNTUTAN NO: TTPM-WP-(B)-707-2005**

**MOHD. AZAM BIN MOHD. ABID - PIHAK YANG MENUNTUT  
LAU MOTOR - PENENTANG**

**SEBAB KEPUTUSAN**

**THE FACTS**

The facts of the case are stated in Borang 1. Briefly the facts are as follows –

1. That on 7.2.2005 the Claimant through his friend was told by JPJ that prior to the road tax being renewed his vehicle has to be sent to Puspakom for inspection.
2. That on 8.2.2005 Puspakom informed the Claimant that the rear pillar of his vehicle could have been cut and joined “disyaki potong dan sambung”.
3. As a consequence of this the Claimant filed a complain against the Respondent on 30.5.2005.

**HEARING**

1. The case was heard before me on 18.7.2005.
2. The Claimant stated and confirmed that the vehicle in question is a 1984 Model BMW registration No. PCT 5202. That he was not the original owner and the car was involved in an accident on 23.8.2003. Following the

accident on the North South Highway, the car was sent by a tow-truck to M/S Lau Motor, the Respondent, for repairs. The Respondent is a registered repair shop for the insurance company – MNI.

3. The Claimant did not make any assertion as to the fact that the vehicle was faulty or not roadworthy until the time of renewing the road tax. It was further corroborated by the Claimant that he did not detect any problems during this period after the repairs were done.
4. During the period the vehicle was repaired, the Claimant did not make any queries and was fully satisfied that the vehicle was in a good working order when he took delivery. This fact was advanced by the respondent. It is also to be noted that the Claimant did not adduce evidence direct or otherwise and/or any inference to link the fact of the vehicle being “cut and joined” by the Respondent save as what Puspakom has stated.
5. Consequently the Claimant only brought this matter up almost 6 months after the accident and not earlier, which casts a doubt on his real intention of bringing up the complaint.
6. It is pertinent to note that the need to have Puspakom examine such vehicles was only mandated in September 2004, prior to that there was no such need.
7. This fact was not alluded to by the Claimant but by the Respondent and there was no disagreement advanced by the Claimant.
8. As a corollary to this fact, that a mandatory requirement is needed, the Claimant would have continued to use the vehicle. If the vehicle is not road worthy, it is highly probable that the Claimant would have brought the vehicle back to the Respondent which is what “a reasonable person” would

have done. As this was not done in itself represents that the Claimant filed the complaint as an afterthought. This was further compounded by the fact that the filed the complaint six months after the car has been repaired. Further it has been established that the car is over 21 years and could have been involved in an accident prior to the Claimant being the owner, a fact which the Claimant did not refute. The Respondent asserted that what repairs he did were as per instructions of the insurance adjusters and no more.

9. I did ask the Respondent whether he could have "cut and joined" the car and he stated that it would be unreasonable as it would cost him far more than what the insurance is paying him. His demeanour during the case reflected that has was not trying to mislead the Tribunal, but stating facts.
10. Again the claim in the amount of RM25,000.00 is conceived on a very filmsy notion that the car is insured for RM30,000.00, without any detailed breakdown as to how this figure was decided.

In conclusion based on the facts as stated above on the test of how a reasonable man would have acted and that this action is due to an after thought, I dismissed the Claimant's case.

**DATO' A. MUTALIB BIN MOHD RAZAK**  
PRESIDEN  
TRIBUNAL TUNTUTAN PENGGUNA  
MALAYSIA.

Dated : 6 October 2005