THE ADEQUACY OF REMEDIES IN CONSUMER TRANSACTIONS: SPECIAL STUDY IN THE MOTOR VEHICLE REPAIR AND SERVICE INDUSTRY IN MALAYSIA

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Abstract

It has been understood that consumers consume not only of products, but also of services. Motor vehicle repair and service is a common and regular service used by consumers in Malaysia. As such, this paper analyses the extent to which the laws of Malaysia provides adequate remedies to consumers when they have problems with garages. The discussion includes the analysis on the contract law as well as the statutory provisions under the Malaysian Consumer Protection Act 1999 (CPA). A small survey has also been carried out to point out the most favorable remedies sought by Malaysian consumers. A total of 400 respondents participated in the study through stratified random sampling and the respondents were requested to state the remedies that they desired if they pursue legal action. It is very explicit from the result that majority of the respondents (75.8%) desire the same garage to solve their problems or to rectify their mistake rather than going to other garages. Only 26.8% wants money as compensation. This finding provides evidence that the demand of consumers are not in line with the remedies provided under the contract laws where do not provide for the remedy of specific performance or remedy of repairing the defect unless in limited circumstances. Nevertheless, the CPA has introduced the redress of remedying the defect which brings the law in line with reality by giving a consumer, in many cases, the remedy that he/she really wants.

Keywords: Law, consumer protection, remedies, services

Introduction

‘Consumer protection’ refers to safeguards against malpractice and exploitative techniques by suppliers of services that adversely affect consumers. In comparison with the degree of consumer protection provided in more advanced countries, Malaysia still has a long road to travel especially in respect of a contract of services. The Sales of Goods Act 1957 is specifically legislated to tackle the problems in respect of supply of goods but the similar statute does not exist in respect of supply of services. However, consumers face many problems when dealing with service providers especially the quality of services cannot be assessed before the sale and consumers also do not
Methodology

The study is a combination of quantitative and qualitative research. For the quantitative research, the researcher carried out a survey through a questionnaire to consumers in order to get the consumers’ viewpoint. The objective of the survey is to identify the more favourable remedies of the consumers so that the law can provide remedies with what the consumers really want. The survey was administered on a face-to-face basis at the selected garages. The Klaram Valley, which is located in the state of Selangor and Federal Territory, was chosen as the sampling area. This is based on the statistics issued by Jabatan Pengangkutan Jalan (JPJ) which shows that the Federal Territory has the highest number of registered vehicles. The total of 400 respondents took part in the survey through stratified random sampling. The samples were divided into two groups. The first group was those who sent their cars to the garages which were under the supervision of the manufacturers and the second group consists of those who sent their cars to the service centres that were not under the supervision of the manufacturers. Four manufacturers were selected based on their highest number of sales as have been reported by the Malaysian Automotive Association (MAA). They were Perodua, Proton, Honda and Naza which contributed to 73.5% of total market share. Three service centres for each manufacturer were randomly selected and the survey was conducted by approaching the customers at those service centres until the number of the respondents reached the desired level which were 50 respondents for each manufacturer and therefore 200 respondents were approached altogether as the representatives for the first group. For the second group, the researcher used the list of the Federal Territory and Selangor Automobile Repairers’ Association members hand book as the sampling frame. Twenty service centres were randomly selected from the list and 10 customers were selected from each service centre which contributed to the total sample of 200. A self-administered questionnaire was developed for data collection which among others requested the respondents to state the remedies that they desired if they pursued for the legal action. This is because under the law, there are several remedies awarded but the question is whether they are consistent with the wishes of consumers.

For the qualitative research, the content analysis was carried out in order to analyse the Malaysian statutes and cases which include the analysis on the law of contract and the Consumer Protection Act 1999. Nevertheless, the discussion on tortious remedies was concluded since it can be a long argument by its own. The main objective of the analysis is to highlight the lacunae of the provisions under the laws relating to the adequacy of remedies so that the recommendation can be given in order to amend the laws so that better protection is given to consumers.

Findings and Discussion

Survey

Profile of respondents

A total of 400 sets of questionnaire were analysed. The demographic profile of the respondents is shown in Table 1. Out of the 400 respondents, 32.3% were female while 67.8% were males. Most of them were within an age of 26-35, accounting for 45.4% of the total respondents. Majority respondents were Malays (77.8%) while the rest were non-Malays (22.3%). About half (47.0%) of the respondents’ education level was at the university degree and above. This was probably reflective of the profile of urban population. Approximately half of the respondents (53.5%) work in the private sector and 65.8% had income levels of RM1001-5000.
Table 1: Profile of Respondents

<table>
<thead>
<tr>
<th>Demographic variables</th>
<th>Frequency</th>
<th>Percentage</th>
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<tr>
<td><strong>Gender</strong></td>
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<tr>
<td>Female</td>
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Consumers’ most Favourable Remedies

The respondents were requested to state the remedies that they desire if they bring the case to the court or Tribunal for Consumer Claims. It is very explicit from the result of the survey that majority of the respondents (75.8%) desire the same garage to solve their problems or to rectify their mistake rather than going to other garages. Only 26.8% wants money as compensation. The findings are as shown in Figure 1. This will raise the question as to the extent to which the law of contract and the Malaysian Consumer Protection Act 1999 provide remedies that are in line with the preference of most consumers.

![Figure 1: Consumers’ Most Favourable Remedies](image-url)
Right of Redress under the Law of Contract

The law of contract provides a right of redress to consumers but the question is whether the remedies are sufficient to compensate consumers in all situations. The remedies provided are specific performance, rescission, restitution, injunction and damages. The following are the discussion on selected remedies which are commonly claimed by consumers in the case of breach of contract in the supply of services.

a) Specific performance

In a situation where the service provider has failed to start the contracted job, the consumer can issue a notice making time as the essence and the contract is voidable by the specified time; or the consumer can claim compensation from the supplier for any loss occasioned to him by the failure. In many cases, the consumer wishes to compel the service provider to perform the contract rather than to claim for the monetary compensation. Similarly, when the service provider had performed the work defectively, the consumer may wish that particular service provider with whom he had entered the contract to remedy the defect. In practical terms, this causes more trouble than it is worth since it is advisable to find someone else to do the work and then claim compensation from the defaulting party but this is the most desired remedy to consumers. It has been reflected by the survey carried out among consumers in which a majority of the respondents desired the same garage to solve their problems (75.6%) and only 26.8% wanted money as compensation.

The law of contract provides an order for specific performance as one of the equitable remedies awarded in the case of breach of contract. Specific performance means the court can direct the defendant to perform the contract which he has made and in accordance with its terms. However, this remedy is only granted in limited circumstances where damages are inadequate and the performance does not require constant supervision by the court. In the case of supply of services, it is difficult to think of any case where services can be considered as unique and damages are inadequate in order to award specific performance.

b) Rescission and refund of the advance payment

Rescission is also an equitable remedy which allows an innocent party to cancel the contract. In this situation, the contract is to be reversed and the parties are to be restored as near as practicable to their original pre-contractual positions. Rescission is allowed in the case of a voidable contract if the other party refuses to perform his promise. The problem is if the consumer has paid the advance payment. The service provider can ask for money in advance but it must be agreed by both parties. It has also been illustrated in illustration (d), section 66 of the Contract Act 1950 (CA), which allows the service provider to ask for advance payment if both parties agreed on it in the contract. However, in the absence of the specific terms, section 52 of the CA provides that the supply and the payment are concurrent obligations or according to section 53, the obligations shall be performed in that order which the nature of the transaction requires. Therefore, it is not advisable for the consumers to pay money in advance. This is because if the consumer makes an advance payment, he has placed himself in a weak bargaining position if the work proves to be defective. This is because it is easier to withhold payment rather than getting back the advance payment that has been made. Notably, in the advance payment situation, the burden is on the consumer to start a civil suit, but in the former situation the burden is on the supplier to sue for the payment.

If the service provider fails to perform the work, the consumer can claim that the entire contract has been void by the breach. His right to get his money back, however, is only available if there has been a total failure of consideration which means the whole performance that he had bargained for has not been rendered. Therefore, if the garage has simply done nothing, the consumer's right to recover the advance payment can be justified on the ground that the garage is unjustly enriched if it is allowed to keep the money paid for nothing but a broken promise. However, the situation is different if the garage had performed the work but it is defective. There is no hope of recovering the advance payment, unless it can be established that the consumers get nothing from the contract. This weakness of the law of contract has been acknowledged by Gopal Sri Ram in Hazine bie Hamzah v Kumah Method of Learning Centre (2006) 3 MLJ 124.

However, in the contract for services, some of the literature suggest that the defective performance amounts to a breach of an intermediate term rather than a breach of a condition and thus the Hong Kong test is applicable by looking at the magnitude of the breach. Therefore, if the consumer has received some benefit under the contract, he will lose the right to recover his money, although he will have a claim for damages. It is supported by the fact that in the supply for services, as opposed to goods, the right to cancel the contract is rarely of any use since the work has already been performed and cannot be returned to the suppliers. For example, if the garage has already carried out repairs and the consumer has gained some benefit, he will lose his right to cancel the contract and get a refund, even though the work is defective. This rule is open to objections that it bars a claim for the recovery of advance payment even though the benefit received may be slight and technical. The only available remedy is to claim for damages. It is different if the consumer is the party in default. For example, the garage has already ordered spare parts and the consumer wants to cancel the transaction. The service provider can forfeit the sum paid and can even sue the consumer for damages if he has suffered additional loss by reason of the cancellation.

c) Withholding payments

If the obligation to pay is dependent upon the supplier's performance, the consumer obviously need not pay until the supplier performs the obligation. If the supplier does not commence the work, the consumer can treat the contract as discharged and find another supplier. The situation is different where the supplier performs his obligation but does so
In supply of services, the consumers have a good chance of being able to withhold payment since they are usually have the opportunity to inspect the workmanship before paying. According to Cutter v Powell (1795) 6 T.L.R. 320, the rule is that no payment is made until the performance is complete, except if the supplier has performed the substantial part of his obligations.

In contract of services, substantial performance is often judged by reference to the cost of fixing a defect in relation to contract price. For example, in Bolton v Mahadeva [1972] 2 All E.R. 1322, the plaintiff installed central heating for £50. The system worked ineffectively and cost £174 to repair. The Court held that the work did not constitute substantial performance and thus the supplier was not entitled to the payment. This case can be differentiated from Hoenig v Isaacs [1952] 2 All E.R. 176 where the plaintiff contracted to reordinate and furnish the defendant’s flat for £750. There were minor defects in the furniture, which could have been removed for £55. The Court held that he was entitled to be paid at the full contract rate (less the cost of making the defects good), as he had substantially completed the work. The Malaysian Courts have adopted the principles in Mahadeva and Hoenig in giving decisions. For example in Kp Kunichi Raman v Goh Brothers Sdn Bhd [1978] 1 MLI 89, the Court has considered the nature of the defect, the cost of rectifying them (RM22,000) and the balance of work left undone (RM11,000 out of total cost of RM71,000) and held that the plaintiff has substantially performed the contract but the defendant can counter-claim for the defect and omission done by the plaintiff.

The rule of ‘entire obligation’ together with the exception of substantive performance, confers advantages to the consumers in the sense that they can withhold payment and the burden is on the suppliers to sue and prove that the contract is not an entire contract or that the work done is substantial enough to allow payment. Consequently, the failure to prove these will leave the supplier with absolutely nothing.

d). Damages

An action for damages is always available when a contract has been broken. The aim of the contractual damages is to put the innocent party in the position he would have been if the contract had been performed. However, there are three interconnected principles that limit the damages which a consumer can recover for causation, remoteness and mitigation (Tretel, 2003). A supplier is only liable for the loss which is caused by his breach of contract. The problem is, if the supplier’s breach is not the sole cause of the loss but also due to other causes including the consumer’s fault. For example, the consumer has sent his car for repair. Unknown to him, the brakes were still defective. As he was driving home at maximum speed, he had crashed into the other car, sustaining injuries to himself and damage to his car. There were two causes for the accident, which were defective brakes and the driver’s negligence. In determining whether the garage is liable, the court will determine the substantial cause of the accident. If the major cause was due to the driver’s own fault, the garage was not liable.

This principle of causation works against consumers because it tends to produce an all-or-nothing result. They can recover in full because the supplier’s actions are regarded as a substantial cause of the loss or recover nothing because there are other causes and the supplier’s actions are not the dominant cause of the loss. This can be seen in Heil v Hedges [1951] 1 T.L.R. 512 in which the consumer failed to recover damages in respect of food poisoning suffered as a result of not having cooked pork sufficiently to kill off Trichinella infection. The Court held that the consumer’s failure to cook food in a manner expected was the dominant cause of the loss suffered.

The same situation arises where a consumer becomes aware of a defect, but continues to use the goods without taking any steps to have the defect repaired. For example, the consumer is aware that the garage failed to repair the defective signal light but continues to use it and after some time he is involved in a traffic accident in which he is injured. This issue has been considered by the House of Lords in Lexmead v Lewis [1982] A.C. 225 in which the consumer’s continued use of a defective hitch broke the chain of causation and accordingly the supplier’s breach was not the dominant cause of harm and therefore, the plaintiff lost the right of damages.

Section 74 of the Malaysian Contract Act 1950 states that the party who suffers by the breach is entitled to receive compensation for any loss which naturally arose in the usual course of things or which the parties knew when they made the contract to be likely to result from its breach. Such compensation, therefore, is not given for any remote and indirect loss sustained by reason of the breach. It seems that the two-limb rules of Hadley v Baxendale (1854) 9 Exch 341 are applicable in Malaysia. In an action against the garage for defective services, losses such as personal injury and motor vehicle damage are regarded as natural losses. Similarly, the cost of hiring the replacement, the physical inconvenience suffered or the loss of use of the car are all regarded as losses which arise naturally from the breach of the garage. Where the loss resulting from the breach is regarded as unusual, the second limb of section 74 of the Malaysian Contract Act 1950 and Hadley v Baxendale require communication on the part of the consumer to make known the special circumstances that caused the unusual losses. It is not sufficient for the consumer to rely upon the expertise of the supplier and hope that the latter can foresee the unusual losses. This rule seems reasonable in relation to commercial dealings between business people, but it is not appropriate when applied to consumer transactions since the consumers on many occasions do not realise the importance of making known to suppliers all their hopes and expectations.

Another principle that causes problems to consumers is the responsibility to mitigate the loss. The law imposed a duty upon the consumers to take all reasonable steps to reduce or minimize their loss even if the loss is being caused by the service provider in the first place.
Thus, once a consumer is aware of a breach by a supplier, he must take reasonable steps to mitigate his loss by taking reasonable steps to minimize his loss and must forebear from taking unreasonable steps that increase the loss. The failure to mitigate will make him lose the right to claim damages or the amount that he can recover will be reduced. For example, the consumer could not sue the supplier for the cost of having it repaired by another garage if the supplier had previously offered to repair for free. In commercial contracts, it is generally reasonable to accept an offer from the party in default. In consumer cases, however, this rule is not appropriate since some consumers are not willing to accept an offer to repair the defective workmanship from the same suppliers whom they have lost confidence on the duty to mitigate requires them to prove that they have acted reasonably by not giving the same supplier a second chance.

In addition, the Court in Joo Leong Timber Merchant v Dr Jaswant Singh a/l Jagat Singh [2003] 5 MLJ 116 held that there was no legal authority in Malaysia to decide that the failure to mitigate must be pleaded. Therefore, even though the supplier did not plead the issue on mitigation, the court can determine the duty to mitigate when awarding damages. Therefore, the burden is on the consumer to prove that he has acted reasonably for not mitigating rather than the supplier to adduce any evidence to show how damages could have been mitigated. As such, it is submitted that the duty to mitigate on consumers' part definitely is not good for consumer protection.

Another problem is that damages are in the form of money but the task to quantify the amount is not easy and always gives rise to a number of problems. It is for a consumer to prove the loss he has suffered and to produce sufficient evidence as to the amount of such loss. If he fails to prove, the court will not speculate on the loss and is not going to 'pluck a figure from the air.' It can be seen from the statement made by Kamalanathan Ratnam J in Mars Enterprise v Metro parking (M) Sdn Bhd [1999] 1 MLJ 121, in which the failure to prove the amount sufficient will leave the consumer with nominal damages only. In general, the reliance interest may not pose difficulty to quantify since in most consumer cases, the reliance loss is in the form of prepayment. However, the calculation of expectation loss since there are two alternative methods of assessment namely, the 'different in value' method and the 'cost of cure' method. The first involves taking the difference between the value of what the consumer received and what he contracted for, while the second method of assessment is to take the cost of putting right the defective performance.

Generally, the former method is more appropriate in commercial contracts where the value of the subject matter is important. In contrast, the cost of cure method is applied where the subject matter of the contract has been acquired for consumption, such as in consumer transactions. In addition, it is usually reasonable for a consumer to claim for the 'cost of cure' when a supplier is guilty of defective workmanship because the supply of services the consumers cannot return the subject matter as opposed to goods. The problem, however, is if the cost of providing the consumer with exactly what he has bargained for is out of proportion to the benefit which he should obtain. For example, in the situation where the consumer paid the garage to modify his motor vehicle but the work failed to reach the expected result. If the cost of remedying the defect is out of proportion of the value of the motor vehicle, the court may only award for 'loss of amenity' and not the 'cost of cure'. This is because the vehicle is perfectly fit to be used by the consumer and does not significantly reduce its value. This is the principle laid down by House of Lords in Rowley Electronics and Constructions Ltd v Forsyth [1996] A.C. 344 where the Court held that it would be uneconomic to base damages on the cost of cure since the respondent had a valuable swimming pool though not constructed to the depth contracted for. This decision appears to leave consumers in a vulnerable position because suppliers can promise anything in order to secure the contract and subsequently failed to perform what has been promised. If it later turns out that to rectify the defects are uneconomic, the consumers are deprived from getting their expectation interest. What is left is the loss of amenity and the calculation of its value is always difficult and it seems that the amounts are left to the discretion of the trial judge.

Another big problem is where the loss suffered has no economic price on a financial market (non-pecuniary losses) such as the loss in relation to mental distress, anguish, or annoyance caused by a breach of contract. Applying the principle laid down by Bingham LJ in Watts v Marrow [1991] 1 W.L.R. 142, there are two categories of cases where non-pecuniary losses are recoverable. The first one is where the object of the contract is to provide pleasure such as contracts for holidays. The second one is where the breach causes physical discomfort, inconvenience and mental suffering directly related to that inconvenience and discomfort. Thus, in Alexander v Rolls Royce Motor Cars Ltd [1996] R.T.R. 95 the Court of Appeal refused to award damages for distress and inconvenience or loss of enjoyment in the use of the car resulting from the breach of a contract to repair the appellant’s motor car.

This principle gives problems to consumers since in many situations, defective services will lead to mental distress and inconvenience. These Watt's categories, however, have been reviewed by the House of Lords in Farley v Skinner [2001] 4 All E.R. 801 in which both Lord Steyn and Lord Scott concluded that if the cause is no more than disappointment that the contractual obligation has been broken, damages are not recoverable even if it has led to a complete mental breakdown. However, if the cause of the inconvenience is a sensory (sight, touch, hearing, smell etc) experience, damages can be recovered. Therefore, by applying this interpretation, mere disappointments arising from defective services are not recoverable, but if the motor car's engine is noisy after the service, the mental distress in this respect can be recovered.
Rights of Redress under Part IX of the Malaysian Consumer Protection Act 1999

The Consumer Protection Act 1999 (CPA) that came into force on 15 November 1999 represents a milestone in consumer protection in Malaysia. It has several important provisions, some of which are more beneficial than those found in the law of contract since its objective is specifically to protect the interest of consumers. By the enactment of the CPA, it is hoped that all the shortfalls under the contract laws can be remedied including the right of redress by providing more remedies that give benefits to consumers.

The remedies against the supplier of services are provided under Part IX of the CPA. Section 60 (1) (a) of the CPA provides that in the case if the failure is one that can be remedied, the consumer may require the supplier to remedy a defect within a reasonable time and claim damages. However, section 60 (1)(b) provides that if the failure is one that cannot be remedied or is one of substantial character, the consumer can cancel the contract or obtain from the supplier damages in compensation for any reduction in the value of the product resulting from the services below the charge paid or payable by the consumers for the services.

a). Remedy the failure

The CPA brings the law in line with reality by giving consumers the remedy that they really want as being pointed in the survey mentioned above namely to remedy the defect within a reasonable time. It can be seen as clearly stated in section 60 (1)(a):

"... (a) where the failure is one that can be remedied, the consumer may require the supplier to remedy the failure within a reasonable time;"

Previously, this remedy was a matter of business practice rather than the law. This remedy is also advantageous to both parties since the consumer obtains what he has originally contracted for and the supplier eventually obtains the full price. It will also solve the problems of putting a monetary value on "consumer surplus" which is very speculative.

In addition to that, the consumer also may obtain from the supplier damages for any loss or damage suffered by the consumer which is proved to be a result of the failure of section 60(2). In the case where supplier refuses or neglects to remedy the failure as required by the consumer, the consumer have the option either to have the failure remedied elsewhere or obtain from the supplier all reasonable costs incurred in having the failure remedied or cancel the contract (section 60(3)).

b). Cancellation of contract

Section 60(1)(b) of the CPA provides that, "where the failure is one that cannot be remedied or is of a substantial character within the meaning of section 62, the consumer may-

i. subject to section 61, cancel the contract for the supply of the services in accordance with section 63; or

ii. obtain from the supplier damages in compensation for any reduction in the value of the product resulting from the services below the charge paid or payable by the consumer for the services."

Therefore, there are two situations which give options to consumers to cancel the contract under CPA namely; if the failure is one that cannot be remedied or is of substantial character. There are only two situations which make the failure substantial as stated in section 62, which are the product resulting from the services is substantially unfit or unsafe. It seems that the failure of substantial character is similar to those under contract law which enable the innocent party to rescind the contract and treat himself as discharged in the situations if the parties have broken the important terms of the contract or if the consequences of the breach are too severe. Nevertheless, the failure of substantial character as provided by the CPA is clearer since there is no requirement of distinguishing whether the broken term is a condition or a warranty or if the injured party has suffered severe losses which have posed problems under the law of contract. Section 62 also gives an opportunity to the supplier to remedy the defect within a reasonable time.

Section 64 also mentions the effect of cancellation of contract under the CPA. The effect of cancellation is that a consumer shall be entitled to obtain from a supplier a refund (section 64(1)(a)). It seems that the protection is better than the contract law since under the latter there is no hope of recovering anything unless it was established that there was a total failure of consideration.

c). Damages

The CPA provides damages to consumers in the situations where the failure is one that cannot be remedied or is of substantial character within the meaning of section 62. Section 60(1)(b)(ii) of the CPA provides that the damages are in the form of compensation for any reduction in the value of the product resulting from the services. In addition to that, section 60(2) also provides compensation for any consequential losses.

In the situation if the failure is one that cannot be remedied or is of a substantial character, the consumer can claim for any reduction in the value of the product resulting from the services below the charge paid or payable by the consumers for the services (section 60(1)(b)(ii) of the CPA). This is similar with the damages under the law of contract in which the innocent party can claim the difference between the value of the services and the diminished value of the defective services.

However, this remedy is not awarded in a situation where the supplier has remedied the failure within a reasonable time. This is due to the reason that the supplier has remedied the defect without any extra charge. It seems that this provision is fair to both parties in which the supplier after having the defect remedied entitled for the full payment and
the consumers get the services as promised.

The consumer can also obtain from the supplier the consequential damages whenever he has suffered loss from the supplier’s unjustified failure to perform. This remedy is available in all situations and it can be cumulated either when the supplier has remedied the failure under section 60 or when the consumer has cancelled the contract pursuant to section 62. Consequential damages include any physical injury to the consumer, damage to his property, the cost of alternative transport while the vehicle is under repair, disappointment, mental distress, inconvenience and loss of wages. In Subramaniam v Paramasivam & 2 Ors v Malaysian Airline System Bhd [2002] 1 MLJ 45 in which the Court stated that unlike commercial transactions that involved the fulfilment and enforcement of bargains for which non-pecuniary losses were irrecoverable as being too remote, but the transactions which were personal, social and family interests belonged to a class in which non-pecuniary loss could be awarded. Thus, it shows that the courts are willing to award non-pecuniary losses in consumer transactions as opposed to commercial transactions. This approach is definitely good for consumer protection.

Conclusion

From the consumer’s perspective, there are three remedies that are commonly claimed: to make the service provider perform the work, to get back the money paid and to claim for compensation. The survey finding provides evidence that the wishes of the consumers are not in line with the remedies provided under the contract law. This is because the contract laws do not provide for the remedy of specific performance or remedy of repairing the defect unless in limited circumstances where damages are inadequate and do not require any constant supervision by the courts.

Nevertheless, the CPA has introduced the redress of remediing the defect which brings the law in line with reality by giving consumers, in many cases, the remedy that they really want. Thus, this finding has supported the notion. As far as the remedies are concerned, the CPA provides a new regime of statutory remedies by giving the remedy the consumers favour most namely the remedy of remediing the failure. Thus, the enactment of the CPA can solve the problems under the law of contract and gives a better protection to consumers.

References


