

IN THE CONSUMER CLAIMS TRIBUNAL MALAYSIA
AT MIRI, SARAWAK

CLAIM NO.: TTPM-Q-(B)-92-2022

BETWEEN

HUONG YU MEW

... CLAIMANT

AND

KMS AUTOCOUNT SDN BHD

.... RESPONDENT

GROUND OF JUDGMENT

Facts

1. The Claimant bought a Casio Cash Register TE-2200 (cash register) on the 27.07.2022 via online Shopee application and paid RM2,710.09 for it.
2. The Respondent supplied the said cash register to the Claimant and the Claimant received it on the 19.08.2022.

Claimant's claim

3. The Claimant claimed the cash register delivered was an old model, the screen of the said cash register was not functioning and that there was a dent at the drawer of the cash register.

4. According to the Claimant, he complained of the matter to the Respondent and the Respondent has denied the Claimant's claimed and blamed the Claimant for the damage.
5. The amount claimed by the Claimant was RM2,710.09.

Respondent's Defence and Counter-claim

6. According to the Respondent, when the cash register was return to them by the Claimant the drawer of the cash register was dented and the Respondent informed Shopee of the matter.
7. Shopee then requested the Claimant to show video or pictures of the cash register's package when it was received by them. The Claimant failed do so.
8. The Respondent returned the cash register to the Claimant and Counter-claim for courier (RM201.40) and transportation (RM150.00) charges in the sum of RM351.40.

Hearing

9. During hearing the Claimant admitted that the cash register was bought by Houng's Trading for Houng Trading's business per the Invoice enclosed in Form 1.

Provisions In Consumer Protection Act 1999 (CPA) on “consumer” and “goods”

10. Section 3(1) of CPC interprets “consumer” to mean “a person who –
 - (a) acquires or uses goods or services of a kind ordinarily acquired for personal, domestic or household purpose, use or consumption; and
 - (b) does not acquire or use the goods or services, or hold himself out as acquiring or using the goods or services, primarily for the purpose of –
 - (i) resupplying them in trade;
 - (ii) consuming them in the course of manufacturing process; or
 - (iii) in the case of goods, repairing or treating, in trade, other goods or fixtures on land;”

11. Section 3(1) of CPA interprets “goods” to “mean goods which are primarily purchased, used or consumed for personal, domestic or household purposes...”

12. Since the Claimant has admitted that the cash register was bought by Houg Trading for Houg Trading’s business:
 - (a) The Claimant does not fall within the definition of “consumer” under CPA as the Claimant does not acquire or use the cash register for personal, domestic or household purpose but intend to use the cash register for trade.
 - (b) The cash register does also not fall within the definition of “goods” under CPA as the cash register was not primarily

purchased, used or consumed for personal, domestic or household purposes but for trade.

Decision

13. In view of the above the Claimant's claim falls outside the jurisdiction of this tribunal.

14. Both the Claimant's claim and Respondent's Defence and Counter-claim are dismissed.

Dated: 24 October 2022

t.t

JOSEPH KAHELL BALENG

PRESIDENT CONSUMER CLAIMS TRIBUNAL

MALAYSIA