7 August 2006 YOU pay a deposit for your dream car and you're pro-mised delivery in two months. But 18 months later, you're still waiting.

Or you drive your brand- new car out of the showroom, and it breaks down after 20km. And for the next few months, it seems like your car spends more time in the workshop than on the road.

You've paid hundreds of ringgit to a workshop to repair a fault and two weeks later you're back spending more money on a problem that should have been sorted out the first time. The National Consumer Complaints Centre (NCCC) receives hundreds of such complaints each year. Hundreds more file complaints with the Consumer Claims Tribunal.
 "For certain hot-selling models, the waiting time is too long, so people don't want to buy. The agent promises a shorter lead time, knowing full well he can't deliver," he says.

When the wait becomes too long, the buyer's request for a refund is often refused because no delivery date is recorded on the sales agreement. Since most promises of early delivery are verbal, the buyer has no redress.

"If a purchaser cancels a transaction after paying the deposit, he loses his money. But if an agent breaches the agreement, he gets off scot- free," adds Darshan.

He suggests that recording the date of delivery should be made compulsory under the Hire Purchase Act 1967 and compensation for late delivery should also be provided for under the Act.

"There should be a fixed formula to calculate the compensation for late delivery, like that in the Housing Act," he says.

Consumer Claims Tribunal chairman Rungit Singh Sidhu says: "Consumers must always check the promises made by the salesman with the registered office of the car dealer. Payments should also only be made at the registered office and an official receipt obtained.

"In some cases, promises are made at the dealership and the salesman takes the money into the office. But no receipt is given and promises are not recorded in writing."

Domestic Trade and Consumer Affairs Ministry director-general of enforcement Roslan Mahayudin says if promises of early delivery are not kept, consumers can rely on the Contracts Act for redress.

"If a salesman promises a vehicle in two months and fails to deliver, this is a breach of contract and the buyer is entitled to a full refund."

Roslan says all promises made by a salesman should be set out in writing to prevent disputes in the event a refund is requested.

However, Roslan says it would be unfair to expect a full deposit if the dealer has already incurred costs.

"An example will the case of imported cars where the seller has already prepared the documents and paid the taxes but the buyer suddenly cancels. In such a case, a full refund would not be fair."

He agrees that a fixed scale of compensation for late delivery of cars is a good idea.

To solve the problem of substandard cars, Darshan suggests the implementation of laws akin to New Car Lemon Law in the United States.

"Under the Lemon Law, if a new car has a recurring problem and has to be sent for repairs more than four times, the car is considered a "lemon". Under the law, the buyer can get a refund or a replacement," he says.

Because the ceiling at the Consumer Claims Tribunal is RM25,000, purchasers with higher claims would have to take the matter to court, bearing the high legal costs and a long wait. Therefore, many choose to live with the problem, he added.

Roslan, on the other hand, says Malaysia has adequate laws to protect consumers.

"We have the Consumer Protection Act, the Sale of Goods Act and the Contracts Act. There are provisions which offer remedies for buyers who purchase defective goods. There is also a law which says a seller must provide goods of merchantable quality. It's up to consumers to use the law," he says.

On complaints against workshops, Rungit says most are for shoddy workmanship, unauthorised repairs, inflated prices and improper billing.

There are almost no warranties for work done, he says, so the consumer has no recourse if something goes wrong.

"Sometimes cannibalised parts are passed off as genuine," he added.

Roslan says that under the Consumer Protection (Workshops Information Disclosure) Regulations 2002 (Consumer Protection Act 1999), workshops have to display the spare parts they provide and list their services and charges.

Estimates must also be given before the repairs are done.

Roslan says workshops must also present a written statement, describing the repair service, labour charges and every spare part installed by name, with its serial number, the motor vehicle model and manufacturer.

It must also state if the part is new, second-hand or reconditioned.

"If somebody complains to us about shoddy repairs within a reasonable period, we will order the shop to repair it again," he said.

Rungit says that although there are regulations to govern the motor industry, they are often not adhered to.