



BEATTIE COMMUNICATIONS

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Proof of purchase may slow drivers on road to claim over faulty fuel

HUNDREDS of cars in England have been spluttering and, in some cases, grinding to a halt, apparently simply as a result of being filled with petrol.

Garages have been inundated by motorists complaining their vehicles have engine problems. With mechanics scrambling to find parts which are in ever-decreasing supply, it is only a matter of time before drivers look for recourse from petrol retailers.

The petrol suppliers and retailers involved have insisted

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PAMELA ABBOTT

the petrol sold met industry standards, and rigorous tests performed on the fuel revealed no faults. So, what recourse might be available to the disgruntled drivers?

When they filled their cars and paid for the fuel, each motorist entered into a contract with the petrol retailer

for the sale of goods. One of the terms implied in such a contract is that goods sold must be of satisfactory quality.

There are various factors to be considered in determining whether goods are of satisfactory quality. These include: is the product fit for all purposes for which goods of that type are commonly supplied, and is it free from minor defects, safe and durable? Goods will only be judged of satisfactory quality if they meet a standard a reasonable person

would find acceptable. With these factors in mind, can the petrol sold to the affected motorists be described as of satisfactory quality?

Petrol which causes cars to shudder, misfire and lose power is, arguably, majorly defective and vehicles behaving in this way without warning could cause an accident.

On this basis, the petrol under scrutiny could be said to have failed to meet most of the conditions above. In terms of durability, under ordinary cir-

cumstances you would expect a tank of petrol to be of requisite quality until it was consumed.

All this considered, not many reasonable people would accept the petrol sold was of satisfactory quality. Thus, you may conclude those affected would have good prospects of claiming the implied terms of their contracts with the petrol retailers were breached. In that event, the appropriate remedy would be to claim damages for losses suffered as a result of the retailers' failings. Those mo-

torists may be able to claim for the cost of the defective petrol, any repair bills and, potentially, for inconvenience caused.

However, the major difficulty motorists will face is in proving they bought the defective petrol from a specific retailer. Unless they can prove the source of the specific batch of petrol which caused their loss, obtaining damages is unlikely. I suspect many claims will stall on that point.

● Pamela Abbott is a solicitor with CCW Business Lawyers