

**IN THE COURT OF SOHAIB AHMED RUMI
DISTRICT & SESSIONS JUDGE/PRESIDING OFFICER
DISTRICT CONSUMER COURT, GUJRANWALA
Case No. 209/09**

Adnan Akram S/o Muhammad Akram Caste Cheema R/o Gakhar Mandi G.T Road,
Gujranwala (Complainant)

Vs.

Global Village Hotel, Restaurant & Marriage Hall through General Manger. G.T Road
near Pindi Bypass Gujranwala (Respondent)

**COMPLIANT UNDER SECTION 25 OF THE PUNJAB CONSUMER
PROTECTION ACT, 2005**

Date of institution : **25-07-09**

Date of decision : **03-10-09**

JUDGMENT:

Complainant's case is that he, an educated and law abiding citizen, arranged a marital function in the marriage hall owned by the respondent on 10-06-09 @ of Rs. 480/- per head with the settlement that if number of guests are less than 100 the complainant shall pay Rs. 5000/- extra charges than the price of the actual number of guests. According to the complainant he was charged Rs. 54920/- against 104 numbers of guests @ of Rs. 480/- per head, whereas the actual amount was to be charged is Rs. 49420/- and in this way respondent fraudulently, taking advantage of busyness of the complainant received Rs. 5000/- in excess of the total amount. Complainant prayed that Rs. 5000/- as overcharged may be got recovered from the respondent alongwith Rs. 50000/- as damages.

In this case respondent did not choose to appear before the court so he was proceeded exparte. Complainant produced Asad Waqas PW2 and himself appeared PW1 and repeated the version as mentioned in the complaint.

Arguments heard and record perused.

After going through the contents of the complaint and exparte evidence brought on record only and only inference drawn out is that instant case is for the recovery of an amount of Rs. 5000/- which according to the complainant was unduly received by respondent. Suit for recovery of amount does not come within the preview of the Punjab Consumer Protection Act, 2005. If for the sake of arguments it is admitted too, that complainant's grievance is about overcharging of the price settled between the parties by way of verbal contract even than no provision of the Act ibid attract in this case. The complaint being not maintainable is therefore dismissed, however with no order to cost. File be consigned to the record room after its due completion.

Announced:

03-10-09

(SOHAIB AHMED RUMI)
District & Sessions Judge/
Presiding Officer
District Consumer Court,
Gujranwala.