

IN THE COURT OF MR. MALIK PEER MUHAMMAD, DISTRICT &  
SESSIONS JUDGE /PRESIDING OFFICER, DISTRICT CONSUMER  
COURT,  
SIALKOT/NAROWAL.

Case No. 122 /2008

Date of Institution: 01-12-2008.

Date of Decision: 11-11-2009.

*Ghufran Amjad, Assistant Director  
Postal Life Insurance, GPO, Sialkot.*

*(Consumer/Complainant)*

Versus

*Sohail Akram Sub Area Incharge  
SNGPL, Sialkot.*

*(Respondent/ service*

*subscriber)*

ORDER

According to precise facts embodied in this complaint, complainant is serving as a Assistant Director, Postal Life Insurance, GPO, Paris Road, Sialkot. It is averred in the complaint that complainant is a consumer of the respondent, respondent supplies to him gas service, he pays regular gas bills and never committed default, respondent issued a non genuine bill for the month of July 2008, Rs.3,460/- which is excessive and beyond his use of gas. Later on, in the month of August 2008 the bill Rs.5,610/- was issued by respondent which was also deposited in the concerned bank. Complainant visited the office of the respondent and met to the Sub Area Incharge, Sui Gas and informed him about the details of the use of gas. It was intimated to the complaint by respondent that  
(Contd....2)

*Ghufran Amjad*

VS

*Sohail Akram Sub Area in charge SNGPL, Sialkot.*

the gas meter was remained disorder for more than one year. Respondent promised with the complainant to scrutinized the matter and for to rectify the previous bill but unfortunately in the month of September 2008, the bill Rs.52,070/- was dispatched to the complainant for its payment. Complainant went again into the office of respondent for time and again but he did not receive any answer for to minimize his grievance. He issued a legal notice to the respondent on 04-11-2008, hence, this complaint. It is requested to the court that illegal bill regarding month of October 2008, Rs.59,000/- and bill for the month of September 2008, Rs.5,800/- be rectified, which is caused due to negligence and carelessness of the respondent.

The application is resisted with written reply filed by the respondent. It is objected in it that petitioner has no locus standi to file this complaint, gas meter due to its stoppage was removed on 21-06-2008 and a new meter was installed, the application is not maintainable as the complainant has impleaded respondent by his name.

After receipt of written reply of the complaint, parties were directed to furnish there respective list of witness within seven days. Ghafran Amjad complainant in order to discharge onus probandy himself appeared in the witness box as(Contd....3)

Ghufran Amjad

VS

Sohail Akram Sub Area in charge SNGPL, Sialkot.

AW1 on the documentary side he produced copy of invoice as AW/1, copy of Sui gas bill AW1/2 to AW/16 and closed his documentary

evidence, on the other hand respondent himself appeared into the witness box as RW1 and closed his documentary and oral evidence.

Arguments heard.

The first question before the court that is, the complainant is a consumer, to answer this question I resorted to the averments of the complainant and statement of the complaint. Complainant has submitted in his complaint as well as in his statement that one Sui gas connection is installed at his office situated Postal Life Insurance, GPO, Sialkot he pays all the dues of the Sui Northern Gas. On the other hand respondent has not objected upon this core issue regarding that complainant is not a consumer. In the light of above said implied admission of the respondent it can be easily determine that complainant is a consumer, and he knocked door of this court for to readdress his grievance.

The pivotal question exists between the parties that if the bill for the month of July 2008, worth Rs.3,460/- and bill for the month of August 2008, Rs.5,660/- and bill for the month of September 2008, Rs.52,070/- was illegally issued (Contd....4)

*Ghufran Amjad*  
*VS*  
*Sohail Akram Sub Area in charge SNGPL, Sialkot.*

-4-

or accurately it was dispatched to the complainant for its payment. Complainant himself appeared in his witness box as AW1 he stated in his statement that he went into the office of the respondent for correction of the disputed bill but respondent procrastinated the matter one pretext to another. After awaiting a long time when he did not receive the reply of the respondent he file instant complaint. The applicant / complainant alongwith his oral statement produced previous bills Ex-AW/1 to AW/16. To resolve the controversy I think

appropriate and legal to resort the all old sui gas bills as for to check out the previous practice and routine use of the gas in the office of the complainant. According to Ex-AW1/6 in the month of January 2006 complainant consumed gas for the quantity of HM3 2.443 and he received against said used gas for Rs.1,291/- similarly in the month of February 2006, he used 2.125 and received a bill for the Rs.1,044/- and in the month of March 2006 he received Rs.613/- and in the month of April 2006, Rs.563/- and the month of May 2006, Rs.599/- and the month of June 2006, Rs.831/- and the month of July 2006, Rs.670/- and the month of August 2006, Rs.634/- and the month of September 2006, Rs.725/- and the month of October 2006, Rs.891/- and the month (Contd....5)

*Ghufran Amjad*  
*VS*  
*Sohail Akram Sub Area in charge SNGPL, Sialkot.*  
~5~

of November 2006, Rs.840/- and the month of December 2006, Rs.1,740/- and the month of January 2007, Rs.1,737/- and the month of February 2007, Rs.1,736/- and the month of March 2007, Rs.1,699/- and the month of April 2007, Rs.307/- and the month of May 2007, meter being defective minimum Rs.309/- and this routine remain upto the month of 12-07-2009 and in the month of January 2008, routine was changed by the respondent and bill was issued as estimated and this practice remained maintain upto the month of 10-2008 which was accumulated Rs.52,070/-.

After having one legal glance over the routine practice and use of the gas by the complainant in his office, it is made crystal clear from the own gas bills issued by the respondent, defective meter install at the commercial place of the complainant was came in the notice of the complainant in the month of May, 2007. Despite the

fact, it was in the known of the respondent meter is defective but he did not bother to replace the same but issued minimum bill rather to replace the new meter and to issue the bill according to actual gas consumption. The routine and usual practice in this case indicates that in the previous month of winter, complainant consumed maximum gas Rs.1,737/- in the month of January and the month of February (Contd....6)

*Ghufran Amjad*  
*VS*  
*Sohail Akram Sub Area in charge SNGPL, Sialkot.*  
~6~

2007 Rs.1,736/- and the month of January 2006 Rs.1,291/- and the month of February, Rs.1,044/-, similarly in the winter period consummation of the gas was excessively and maximum but during the season of summer the gas is usually used minimum. It was the sacred duty of the respondent to take the notice regarding the defective meter and to install the same at the business door of the complaint as soon as possible, when it came in the notice of the respondent that gas meter is defective but he remained oblivious to do so, hence, service on the part of respondent remained defective. The negligence and careless attitude of the respondent can not be imposed on the shoulder of the complainant, who is a regular consumer of the respondent. Hence, I judicially feels that Sui gas bill Rs.52,070/- issued by the respondent is not justified, hence, set a side. Respondent is directed to calculate the previous practice and use of the gas in the office of the complainant and then issue a fresh bill. The complainant is directed to deposit the regular current bill in the schedule bank or at any authorized place. The

complainant will submit the copy of this order in the office of the  
(Contd....7)

*Ghufran Amjad*  
*VS*  
*Sohail Akram Sub Area in charge SNGPL, Sialkot.*  
~7~

respondent for to rectify the disputed bill as per according to the lines  
given by this court.

**Announced:**  
*11-11-2009.*

*Presiding Officer,*  
District Consumer Court  
Sialkot/Narowal.

**CERTIFICATE**

Certified that this order contains seven pages and each of pages  
is dictated, corrected and signed by me.

**Announced:**  
*11-11-2009.*

*Presiding Officer,*  
District Consumer Court  
Sialkot/Narowal.