

**IN THE COURT OF MAZHAR HUSSAIN CHAUDHRY
PRESIDING OFFICER DISTRICT CONSUMER
COURT, GUJRANWALA
Case No.77/10**

Date of institution : **03-05-10.**

Date of decision : **08-12-10.**

Haji Muhammad Saleem Bhatti S/o Muhammad Nazeer Bhatti R/o Ghulzar Colony
Gali No.6/B Sialkot Road, Gujranwala. (Complainant)

Vs.

Ustad Ghulam Cook proprietor Five Star Catering Chowk Bila Pan Shopwala
satellite Town, Gujranwala. (Respondent)

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

EXPARTE JUDGMENT:

1. The complainant filed the instant complaint against the respondent stating that he engaged the catering services of the respondent on the walima ceremony of his son Shoaib on 15-03-10 held in WAPDA Town marriage hall Gujranwala at the rate of Rs.400 per head for 450 persons and the respondent had to serve mutton korma (white), chicken Plao, Ferni, Salad, Ritta and Rogani Nan while the complainant had to bear expenses of marriage hall and cold drinks. The terms and conditions of above mentioned agreement was settled between the parties in the presence of Asim Shoukat S/O Shoukat Hayyat and Khalid Mehmood S/O Nazeer resident of Gujranwala and he paid Rs.100000/- in advance through cheques Nos.9092278 dated 04-03-10 and 9092279 dated 10-03-10 drawn on UBL branch satellite Town Gujranwala. He further stated that 4 days prior to Walima party the respondent contacted him through telephone that suitable mutton was not available, therefore, he would help him in getting proper mutton from his butcher and respondent would pay the amount of the meat and take it for his use for the Walima party, so on the request of respondent he approached his butcher Muhammad Naveed at Chowk Masjid wala Kacha Fatomand Road, near Hamilton Road, Gujranwala and he ordered him 280 Kg meat on the instructions of respondent and informed the butcher that respondent would pay the amount and then take away the meat. The butcher prepared the mutton on the specified date and time but the respondent did not come to butcher shop to receive the meat and blocked his mobile phone.

As the time was short and to preserve his respect and honour he himself took the meat after paying Rs.112000/- from his own pocket and delivered at cooking place of the respondent but neither the respondent come to marriage hall nor he checked the food despite of his repeated calls. In addition to this he stated that he had to pay Rs.180000/- in total but he paid Rs.212000/- which was excess to the extent of Rs.32000/- and this was done by the respondent with his malafide intention. He further stated when the food was served to the guests then it came to his knowledge that in violation of agreement. Red Korma was served instead of white Korma due to malafide of respondent and respondent also supplied the food much less in quantity than the required standard for 450 persons. There was also shortage of sweet dish and all the guests were wondering here and there for search of food but nothing was available to them and this fault of the respondent caused harassment to him and also caused damages to his reputation and respect in the eyes of guests. He also stated that because of working day on 15-03-10 only 400 guests attended the Walima party which was less than agreed figure of 450. The respondent committed negligence and cheating against him and was guilty of providing defective service to him. He approached the respondent alongwith his son Muhammad Owais and told the whole incident to him who confessed his guilty and uttered that his employees had already informed him upon which he demanded Rs.32000/- from him and also Rs.5000000/- as damages for causing loss to his respect, honour and dignity in the society but he refused to do so and ultimately he sent a legal notice on 03-04-10 but he did not respond to it despite of its receipt hence he filed the present complaint.

2. The respondent appeared in the Court on 24-05-10 but subsequently on 03-06-10 he did not appear in the Court upon which ex parte proceedings were initiated against him by my learned predecessor and case was fixed for ex parte evidence.

3. In ex parte evidence complainant produced Muhammad Naveed as PW1, Ahsan Ullah as PW2, Kahlid Mehmood as PW3 and he himself appeared as PW4. PW1 is a butcher who supplied meat to the complainant on 15-03-10 after receiving Rs.1,12,000/- and supported the story as narrated by the complainant in his complaint and also in his statement as PW4. PW2 is the one of guests who attended the Walima party of son of the complainant on 15-03-10. He also narrated the same facts as stated by the complainant in complaint as PW4. PW3 is the younger brother of the complainant who claimed to be witness of terms and conditions settled between the parties about the catering services. He also stated the facts in detail about the incident took place after serving the

food to guests in line with the statement of PW4 and PW4 the complainant reiterated the same facts as mentioned in the complaint and produced copy of legal notice as mark "A", postal receipt as Exh. "PA" and Acknowledgement due as "PB" in his support.

4. In view of the exparte proceedings and corroborative evidence of complainant. I have left with no option except to believe the facts narrated by the witnesses including complainant, therefore, I hold that complaint carries much weight and substance to be accepted. It is also evident from the facts and circumstances narrated by the PWs that the complainant cut a sorry finger due to defective services of respondent and he had to feel embarrassment which was sufficient cause for his mental torture. The complainant also pocket insult for fault of respondent for providing defective and substandard service to him, therefore, the complainant is entitled to get relief from this Court, hence, the complaint is partially accepted in the following terms that:-

1. The respondent is liable to return Rs.32000/- which he received in excess from agreed amount from the complainant.
2. That the respondent is also liable to pay Rs.25000/- as compensation and damages to cause embarrassment and injuring reputation of complainant by providing defective services to him.
3. The respondent is also liable to pay Rs.5000/- as legal expenses to the complainant including counsel fee.
4. The respondent is also liable to pay Rs.25000/- as a fine providing defective services which shall be deposited in the state treasury.
5. The complaint is rejected to the extent of remaining claim.

The respondent would be liable to pay all above payment, within 30 days of announcement of this judgment without fail.

Announced:

08-12-10

(Mazhar Hussain Chaudhry)
PRESIDING OFFICER
District Consumer Court,
Gujranwala

Certified that this judgment is consists of three pages, which have been dictated, corrected and singed by me.

08-12-10

(Mazhar Hussain Chaudhry)
PRESIDING OFFICER
District Consumer Court,
Gujranwala