

**IN THE COURT OF MAZHAR HUSSAIN CHAUDHRY
PRESIDING OFFICER DISTRICT CONSUMER
COURT, GUJRANWALA
Case No.275/09**

Date of institution : 25-11-09.

Date of decision : 01-12-10.

Rana Muhammad Amjad Khan S/o Muhammad Aslam Khan Caste Rajput R/o
Ladhewala Warraich, District Gujranwala. (Complainant)

Vs.

Afzal Hussain Bajwa Proprietor Bismillah UPS, R/o Mohallah Afzal Town,
Hafizabad Road, Ladhewala Warraich, District 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 the respondent used to carry the electronic business in the name of Bismillah U.P.S and he required U.P.S for his domestic use and on 22-09-10 he contacted the respondent who agreed to supply U.P.S after manufacturing it and demanded Rs.10500/- which he paid to respondent at once in the presence of Haji Zubair and Rana Ashfaq Shafi. After 6 days of receiving the amount the respondent handed over the U.P.S with warranty of 6 months with assurance that it was prepared with copper and acknowledged it on the back side of his visiting card. He further stated that after receiving the U.P.S it came into his knowledge that it was prepared with silver wire and due to this substandard material his battery of value of Rs.16000/- had gone out of order upon which he approached the respondent and informed him about the defect of U.P.S and he again handed over to him after repair with the assurance that it would work properly but on 20-10-09 the said U.P.S again became out of order and he made a complaint to the respondent who kept the defective U.P.S on the promise either he would repair it or replace it with new one till 22-10-09 but the respondent failed to fulfill his obligations. In addition to this he stated that on 02-11-09 he again visited to the respondent alongwith the witnesses but respondent instead of fulfilling his obligations misbehaved with them, therefore, on 03-11-09 he sent a legal notice to the respondent through registered letter AD

but respondent did not respond to it. He claimed the price of U.P.S Rs.10500/- , compensation Rs.100000/-, price of battery Rs.16000/- legal expenses Rs.15000/- total Rs. 1,41,500/- against the respondent.

2. The respondent did not appear in the Court despite of his service, therefore, exparte proceedings were initiated against him but subsequently he made an application for setting aside exparte proceedings which was accepted on 22-12-09 subsequently on 20-10-10 again respondent disappeared from the Court, therefore, again exparte proceedings were initiated against him and case was fixed for exparte evidence.

3. In exparte evidence the special attorney of complainant Amjad Pervaiz appeared as PW1 who reiterated the same facts as mentioned in the complaint and produced receipt of U.P.S on the back of visiting card of respondent mark "A", copy of legal notice as mark "B", special attorney as Exh. "PA", postal receipt as Exh. "PB", Rana Muhammad Ashfaq Shafi Advocate appeared as PW2 supported the version of PW-1, Muhammad Mazhar Javed Instructor Electrical/Technical Expert Department of Electrical, Govt. Apprentices Training Centre Gujranwala as PW3 who is a technical person in his field also supported the version of the complaint by pointing out the defects in the U.P.S and endorsed his report as Exh. "PC" to be correct.

4. In view of the exparte proceedings and corroborative evidence of complainant coupled with evidence of expert alongwith Exh. "PC". I have left with no option to believe the version of complainant, therefore, I hold that respondent is responsible for supplying the defective U.P.S to the complainant, 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 directed to replace the defective U.P.S with new one of the similar description agreed between the parties which shall be free from any defect or in alternate Rs.10500/- as a price of U.P.S.
2. The respondent is also liable to pay Rs.16000/- as the price of battery to the complainant.

3. The respondent is also liable to pay Rs.5000/- as counsel fee alongwith Rs.2000/- as legal expenses of proceedings total Rs.7000/-.
4. The respondent is also liable to pay Rs.10000/- as a fine providing manufactured defective U.P.S which shall be deposited in the state treasury.
5. So far as the claim of complainant regarding the damages is concerned suffice to say that, he has not produced any evidence, therefore, it is declined.

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

Announced:

01-12-10

(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.

01-12-10

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