

**IN THE COURT OF MUHAMMAD AKMAL KHAN
PRESIDING OFFICER DISTRICT CONSUMER
COURT, GUJRANWALA
Case No.208/14**

Date of institution : 09-07-14.

Date of Decision : 15-05-18.

Saif Ullah Gill son of Muhammad *Maalak* Shahzada, Caste Gill, resident of Wahlianwali, Tehsil Kamoki, District Gujranwala.

(Complainant)

V/S

1. Five Star Cooking Catering and Foods, 166-C, Satellite Town, Gujranwala through Ustad Ghulam Ali.
2. Punjab Party Decorators and Food Suppliers through Muhammad Nadeem Butt Proprietor, 166-C, Satellite Town, Gujranwala.

(Respondents)

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

ORDER:

1. Brief facts of the complaint filed by complainant Saif Ullah Gill, are that he held his *walima* ceremony on 16.06.2014 for which he made an agreement with the respondents for provision of catering for 1500 guests for consideration of Rs. 2,20,000/-. The complainant paid Rs. 1,50,000/- out of the said amount. On 16.06.2014 the respondents installed old and worn out tents at the spot whereas the complainant had spent Rs. 15 Lacs on the food for the event. When the lunch started, the said tent fell down and the guests panicked. Some of the guests went back without having food and some ate food in the open air in hot weather without any shade due to which he had to face immense embarrassment before his relatives and friends. Some of the food was also wasted. Complainant demanded Rs. 1,00,00,000/- as damages and Rs. 15,00,000/- as cost of the food from the respondents through this complaint.

2. Respondent No. 1, Ghulam Ali contested the instant complaint by filing his written reply that he never provided any service of catering and decoration to the

Attested

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Registrar
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complainant nor he entered into any such agreement with the complainant for provision of such services.


3. On the other hand, respondent No. 2 Muhammad Nadeem Butt opposed the instant by submitting his written statement that he has given best tent services to the complainant and has yet to receive Rs.1,50,000/- from him; that due to negligence of complainant's cooks 10 tents were burnt and panic created due to excessive guests and the tent fell down; that about 450 plates and 400 glasses broke causing loss for which he demanded Rs.13,70,000/- including the remaining amount from the complainant but he used delaying tactics.

4. After failure of reconciliation, the parties were directed to produce their respective evidences in support of their versions.

5. Complainant PW1 and his two witnesses PW2 Muhammad Riaz and PW3 Amjad Ali gave evidence in the form of affidavits Ex-P/1, Ex-P/2 and Ex-P/3, respectively on 18.08.2015. The matter was fixed for cross-examination on the witnesses of complainant but on 23.08.2016 respondents were proceeded against ex-parte upon their non-appearance. On 21.09.2016, respondent No. 1 filed an application for setting aside ex-parte proceedings which was allowed on the conceding statement of learned counsel for the complainant the same date. Cross-examination on the witnesses of complainant was completed on 02.11.2016 on behalf of respondent No. 1. Complainant furnished documentary evidence, legal notice Mark A, courier receipts Ex-P/4 and Ex-P/5, sealed envelope along with acknowledgment due Ex-P/6, receipts Ex-P/7 and Ex-P/8, acknowledgment receipt Ex-P/9, copy of reply to legal notice by Hafiz Mirza Naeem Baig Advocate Mark B, copy of legal notice by Sajjad Hussain Advocate with registered envelope Mark C and registered envelope Ex-P/10.

6. On the other hand, respondent No. 1 Ghulam Ali himself appeared in the witness box as RW1 and submitted his affidavit Ex-R/1 and the matter was adjourned for cross-examination. On 03.10.2017, the name of respondent No. 1 was deleted accordingly by predecessor-in-office of this court in the light of statements of the complainant and respondent No. 1 along with their respective learned counsel and case was fixed for ex-parte final arguments as respondent No. 2 had already been proceeded against ex-parte.

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7. While addressing final arguments, learned counsel for the complainant reiterated the complainant's stance as mentioned in the complaint.

8. Ex-parte arguments heard. Record perused.

9. The case of the complainant in nutshell is that he hired the services of respondent No. 2 for his *walima* ceremony to arrange for the catering and tent service but he provided worn out and old tents which were not even fixed properly. The stance of the complainant is that the tents fell down during the ceremony over the guests, most of whom left without having meal and those who stayed, had the lunch in scorching heat and the food was also wasted.

10. In his written reply to the complaint, respondent No. 2 who has been proceeded against *ex parte* as he failed to cross examine the complainant's witnesses and also did not lead his evidence, admitted the rendering of services to the complainant besides receiving a sum of Rs. 1, 20, 000/- as against the complainant's version of paying him a sum of Rs. 1, 50, 000/-. He, however, took the plea that he had provided adequate services for the event by fixing the best and new tents at the spot. It is the case of respondent No. 2 that number of guests who attended the event were 2200 instead of 1500 invited by the complainant who could not serve the meal on time due to which the guests panicked and because of their stampede the jumbo tent fell down and also got fire due to negligence of the cooks deployed by the complainant on his own resulting in breakage of the dishes and glasses etc. for which the complainant was liable to pay him a sum of Rs. 13, 70, 000/- but in order to avoid his liability, he filed this frivolous complaint. The complainant proved his version by entering in the witness box besides producing PW2 Muhammad Riaz and PW3 Amjad Ali who are independent witnesses and their evidence remained unrebutted. The court is satisfied with the evidence brought on record by the complainant in support of his stance that respondent No. 2 did not provide adequate services for his *walima* ceremony. Had the version of the respondent No. 2 been correct that he sustained a loss of Rs. 13, 70, 000/-, he would have definitely initiated legal proceedings for its recovery but he did not do so which fact also belies his stance. He did not prefer even to pursue this complaint and quit the proceedings.

11. Adverting to the question of compensation to be awarded to the complainant, the respondent No. 2 is directed to pay the complainant a sum of Rs. 1,00,000/- (rupees one hundred thousand only) as compensation and Rs. 10,000/-

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(rupees ten thousand only) as legal expenditures in addition to a sum of Rs. 1,50,000/- (rupees one hundred fifty thousand only) having been received by him from the complainant.

12. In case of failure in compliance of this order, respondent No. 2 Muhammad Nadeem shall be punished under section 32 of Punjab Consumer Protection Act, 2005, with imprisonment for one month and shall also pay Rs. 10,000/- (rupees ten thousand only) as fine and if fine is not paid, the same shall be recovered from him as arrears of Land Revenue.


13. Copies of the order be supplied to the parties free of cost.

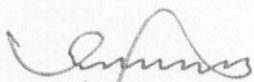
14. File be consigned to the record room after its due completion.

Announced:

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Attested

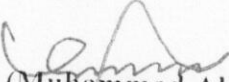

Ch. Muhammad Farooq
Registrar
District Consumer Court
Gujranwala


(Muhammad Akmal Khan)
District & Sessions Judge/
Presiding Officer
District Consumer Court,
Gujranwala.

Certified that this order is consisting of four pages, dictated, corrected and signed by me.

Announced:

15-05-18


(Muhammad Akmal Khan)
District & Sessions Judge/
Presiding Officer
District Consumer Court,
Gujranwala.