

**IN THE COURT OF SOHAIL NASIR DISTRICT AND SESSIONS  
JUDGE/JUDGE CONSUMER COURT,  
RAWALPINDI**

*(Case No. 128 of 10.12.2012)*

*Muhammad Saleem son of Ghulam Farooq, resident of NW-2 Government College Road, Asghar Mall Rawalpindi.*

***Vs.***

*Deputy Controller Express Post Centre Rawalpindi.*

**Present:** *Mrs. Raila Saboohi Saleem advocate for claimant  
Mr. Muhammad Fayyaz Town Inspector (EP) Rawalpindi for  
defendant*

**JUDGMENT**

*1. This claim under section 25 of the Punjab Consumer Protection Act, 2005 (hereinafter to be called the Act) was filed by Mr. Muhammad Saleem against Deputy Controller Express Post Rawalpindi and Deputy Controller Express Post Karachi as defendants' Nos. 1 and 2. When case was placed for preliminary hearing it was found that defendant No. 2 was not a necessary or proper party hence his name was deleted from memo of contestants. So for the purpose of this judgment defendant shall mean only Deputy Controller Express Post Rawalpindi.*

*2. On the basis of pleadings (claim and written reply) admitted facts of this case are as under: -*

- i. Mr. Umar Farooq son of claimant in South Korea, on 12.10.2011, got booked a parcel in the name of claimant by hiring services of defendant's office there vide receipt No. EM 0677755128 KR.*
- ii. Till today said shipment could not be delivered to claimant.*
- iii. Claimant approached defendant many a times but he could not get any success.*
- iv. Claimant, on 21.11.2012, served a legal notice to defendant in terms of section 28 of the Act, which was replied on 23.11.2012 where it was admitted that parcel was lost.*
- v. Ultimate defence of defendant is that parcel had arrived at its office in Karachi, from where it was sent to Rawalpindi through PIA but said Airline had misplaced the same.*

*3. In prayer clause claimant had setup his claim as under: -*

- a) Rs. 25000/- as sale price of electronic goods which were inside the parcel.*
- b) Rs. 1,00,000/- for causing mental torture.*
- c) Rs. 15000/- on account of lawyer's fee.*

*4. As all facts of this case are under admission so Rule 14 (2) of the Punjab Consumer Protection Rules, 2009 empowers this Court to decide a claim on the basis of merit of the case and documents available on file if*

*defendant admits the allegations raised in claim. Therefore, this case does not need recording of evidence.*

*5. Mr. Muhammad Fayyaz Town Inspector under written authority of defendant maintains that PIA is responsible for loss of shipment hence claimant is supposed to initiate legal proceedings against said Airline instead of defendant; defendant wrote four different letters to PIA on 01.12.2012, 30.08.2012, 25.09.2012 and 01.10.2012 but none of these correspondences were responded by PIA hence intention of defendant is quite evident as it had made best efforts to do needful in the matter.*

*6 Learned counsel for claimant on the other hand contends that as claimant had hired the services of defendant having no concern whatsoever with PIA, so remedy is only against services provider which is only defendant in this case.*

*7. Arguments heard.*

*8. Admittedly, Mr. Muhammad Saleem/claimant is a beneficiary of services which were hired by his son against a consideration from South Korea. Therefore, under section 2 (C) (ii) of the Act he is a consumer. Similarly, Express Mail Service which is under the control of Government of Pakistan is providing services across the world. Parcel was got booked at its office in South Korea and one of its offices is also in Rawalpindi who is defendant and said defendant was bound to deliver the parcel to claimant at given address. Therefore, under section 2 (K) of the Act defendant is a services provider.*

*9. In view of above it is established that there was a relation of consumer and services provider in existence between parties.*

*10. I am not in agreement with contention of Mr. Muhammad Fayyaz representative of defendant that claimant is supposed to avail remedy against PIA because he never hired any kind of services from PIA. He was not a party to any contract between defendant and PIA. It was sole defendant who was responsible after getting booking of shipment to take it to its right destination within the given time.*

*11. Conduct of defendant cannot be appreciated that within one year only some letters without entering into any practical efforts were written. This so-called practice is a common phenomenon in the departments under the administration of Federal or Provincial Government. Hardly, they feel agony of a citizen or a consumer. This is the reason that private sector is normally preferred by consumer for hiring the services in presence of government Organizations. Had defendant been fair, it must had initiated legal proceedings against PIA till now for loss of parcel hence I have no*

hesitation to say that writing of letters was mere a paper exercise and that too without bonafide.

**12.** In view of above this claim is accepted.

**13.** Coming to question of relief, this is to be seen, examined and awarded in view facts and circumstances of each case. Principle is also there that a prayer which has not been made specifically or wrongly pleaded but born out from pleadings, Court can award the same of its own. Price of products which were sent from South Korea has been mentioned as Rs. 25000/- in prayer clause whereas admitted receipt of booking from abroad shows that value declared of voice recorder was 550/- US Dollars and of Microphone was also 550/- US Dollars (total 1100/- US Dollars). Therefore, to this extent claimant is entitled to recover declared amount of items available inside the parcel.

**14.** Rs. 1,00,000/- has been asked for causing mental torture which appears to be quite reasonable because the claimant for the last one year remained at the mercy of defendant and till today result is zero. How he was behaved by defendant, for that record has given reply itself as seriousness on the part of department was of such a level that only four so-called letters were addressed to PIA during whole year.

**15.** Claimant is husband of learned counsel and she states that she does not press relief of Rs. 15000/- as lawyer's fee/litigation charges.

**16.** Therefore whatever has been discussed above, in the light of that in terms of Section 31 of the Act, this Court issues an order and directs defendant to take following actions within fifteen days from today:-

- To Pay 1100/- (Eleven hundred) US Dollars to Claimant which were a declared value of items available inside the parcel
- To pay Rs. 1,00,000/- (one lac) to Claimant as compensation on account of mental torture which Claimant had suffered for one year due to unjustified actions of defendant.

**17.** File shall be consigned to record room after its due completion.

**Announced**  
19.12.2012

**(Sohail Nasir)**  
District & Session Judge  
Judge Consumer Court  
Rawalpindi.

It is certified that this judgment consists of three pages. Each page has been dictated, read, corrected and signed by me.

**(Judge Consumer Court)**  
Rawalpindi.