

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

Case No.86 /2008

Date of Institution: 10-09-2008.

Date of Decision: 19-01-2010.

*Jawwad Hnif S/O Ch. Muhammad Hanif R/O Ghazi road
House No.65/07, Sialkot cantt., Tehsil & District Sialkot.*

(Consumer/subscriber/Complainant)

Versus

1. *Zaheer A Khaliq, President (CEOP-MCL) Mobilink blue area, kalsoom palaza, Islamabad.*
2. *Irfan Akram (VP) Sales, Mobilink Gulbarg III, Lahore.*
3. *Khawaja Shahzad (RD) Sales, Mobilink G.T Road, Gujranwala.*
4. *Riaz Qamar Yazdani (Zonal Retailer Manager), Mobilink Sialkot, Cantt.*
5. *Waqas Ahmed House No.P-714 Khayaban-2, Faisalabad.*

(Service Provider/Respondents)

ORDER.

According to precise facts of this complaint, complainant is a respectable and noble citizen of District Sialkot, he is American nationality holder. He is acquiring Medical Education in King Edward Medical College, Lahore. It is further averred in the complaint that he purchased a Sim card No. 0300-6900000 from Mobilink Company of the respondent. Thereafter he got transferred this Sim in the net work of U-Phone (Contd....2)

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Company. After change of the network security amount Rs.831/- refunded through the pay order dated 11-08-2008. Thereafter the

Mobilink Company illegally and immorally just for to blackmail the complainant blocked his Sim card number. Due to the blockage of the Sim complainant suffered a lot and received mental torture further he defamed in the list of his respectable friends. He is entitle for Rs.500,000/-, 1,000,000/- as damages and the expenses imbursed on this complaint for Rs.25,000/-. Respondent be depicted to restore the complaint Sim on original number at his name.

This complaint is resisted through the written reply filed by the respondent. It is averred in the reply that complaint got no cause of action, he did not turned up in this court with his clean hands, concealed the material facts, complaint is bad for misjoinder or non-joinder of necessary parties, complaint is false, frivolous and be dismissed. On the factual side it is averred in the written reply that complainant has not produced the original receipt for the purchase of the Sim and NOC. It is further narrated in the reply that the complainant is in league with the franchised members of the Mobilink Company, committed big fraud. The company has initiated a legal action against the responsables, due to which company sustained loss. Complaint is false and be dismissed.

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Arguments heard.

Record perused.

Learned counsel for the respondent has not legally and properly assisted to this court as for to reach exact conclusion of this complaint. I being of the limb judicature, sacred duty cost upon me to dip into preposition and to find out the rout cause of the dispute, exist in between the both parties. The first question before the court is that

if complainant falls under the definition of the consumer, respondent has denied to accept the complainant as a consumer as he failed to submit any cogent proof before this court. To answer this question I perused documentary evidence where complainant has submitted Mobilink transfer ownership/no objection letter as Ex-AW1/K, application for the provision of communication service as Ex-AW1/L, receipt issued by the Mobilink company Ex-AW1/M and further a letter regarding refund of security amount issued by the Mobilink company which is Ex-AW1/P. The above said documents or the relevant documents which are issued by the Mobilink Company in favour of the complainant. Hence, there is no cloud regarding that complainant is not a consumer under the respondent company. This issue is decided in favour of the complainant and against the respondent.

The next main issue for to resolve is that if the complainant was entitled for to activate his first Sim after transferring the same in the account of U-Phone Company. The complaint and contents are itself explanatory. It is embodied in the Para No.2 of the complaint that the said disputed number was got transferred on the network of the U-Phone for the ready (Contd....4)

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reference. The words so employed in the body of the complaint or reproduced is as under:-

Apart from this admission complainant again admitted in the Para No.3 of the complaint that after change of the network of Mobilink Company refunded Rs.831/- through the pay order to the complainant. It is very crucial and important admission on the part of the complainant, it is reproduced for ready reference.

The above said two big admissions on the side of the complaint made it clear and crystal that complainant being dis-satisfied with the respondent company by his own sweet will got transferred the disputed Sim in the network of the U-Phone. In this regard a transfer letter / no objection letter dated 01-07-2008 is on the file which is Ex-AW1/K, similarly application for the provision of communication on behalf of the complainant is Ex-AW1/L and one original letter which is **(Contd....5)**

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agreement form on behalf of U-Phone is Ex-AW1/O and the original letter regarding the refund of security/balance amount Rs.831/- issued by the Mobilink company is Ex-AW1/P. Having regard to own documents of the complaint, when the amount was refunded to the complainant and new Sim was issued on the name of the complainant from the U-Phone company, then there was no question that the Sim should be simultaneously active in the network of the Mobilink company and secondly it should be remain alive in the network of the U-Phone company. In this regard learned counsel for the complainant referred the statement of the RW1 and emphasized that during the cross examination RW1 admitted that Pakistan Telecommunication

Authority had introduced a fresh service, according to which a number under the use of consumer can be shifted in another network of the company. The portion statement of the RW1 is contemplated by me but did not find out any reason that the first number issued in the Mobilink company shall remain active when all the services and NOC including refund of the amount was returned back to the complainant upon his own choice. During arguments learned counsel for the complainant is asked to produce his policy order regarding the PTA (Pakistan Telecommunication Authority) that first number obtain by the consumer shall remain active when the new (Contd....6)

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number has been issued by another company. No cogent documentary evidence or policy is provided before the court for to rely upon it. Gentleman complaint, having one ticket wants journey on two vehicles. This complaint being false and incompetent was required to be rejected at the initial stage hence, it is dismissed with the cost of Rs.1,000/- (One thousands rupees) which shall be paid to the respondent by the complainant. File be consigned to the record room after its compilation.

Announced:
19-01-2010.

Presiding Officer,
District Consumer Court
Sialkot/Narowal.

CERTIFICATE

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

Announced:
19-01-2010.

Presiding Officer,
District Consumer Court
Sialkot/Narowal.

