

Present: Syed Ghulam Murtaza Advocate/claimant No. 2

01. A house situated in village Taret, Tehsil Murree, District Rawalpindi was leased out to one Mr. Amir Khusro which was under the ownership of Syed Kamal Ahmad Shah father of both claimants. An electricity meter reference No. 10141320662000 was available in the name of father of claimants in the house mentioned above. Said house was vacated by tenant in this year. The tenant did not pay electricity charges from April 2010 to May 2011, which became Rs. 83744/-.

02. Case of claimants is that the electricity supply company was under obligation to disconnect the electric connection, once a default was made by tenant, but this legal duty was not performed by defendants; supply was disconnected temporarily when claimants approached electricity authority in this context; bill of amounting to Rs. 83744/- was received to claimants being outstanding for the period mentioned earlier; defendants became tools in the hand of tenant for his personal gain and due to this reason electric connection was not suspended; legal notice as required by law was issued to defendants on 18.07.2012 but of no consequences. Prayer was made to direct the defendants to pay an amount of Rs. 88975/- besides payment of Rs. 50,000/- as compensation.

03. Both claimants are practicing advocates. When I asked from Syed Ghulam Murtaza Shah learned advocate/claimant No. 2 that how it is a case of defective and faulty services, he contends that by not disconnecting the electricity supply in spite of default by tenant to pay the outstanding amount, it was a case of defective and faulty services, hence matter falls within the jurisdiction of this Court.

04. I have heard arguments and I have also examined the provisions of the Punjab Consumer Protection Act, 2005 (hereinafter to be called the Act).

05. No doubt that claimants are consumers and defendants had provided the services for electricity supply in their house, but admittedly said house was under the use of tenant having its possession in pursuance to a lawful agreement. Therefore, no question of any service was available to the claimants. Even otherwise it is not a case of defective and faulty service or negligence because there are no hard and fast rules and practice to disconnect the supply at a particular point of time in case default.

06. It is surprising that claimants did not file a suit for recovery of damages against Mr. Amir Khusro, who was a tenant in the house and who was under legal and moral duty to make regular payment of electricity charges. Why said remedy has not been availed for that, learned counsel has not good answer. Be as it may, still remedy is

available to claimants to file a suit for recovery of outstanding amount as well as damages against the tenant in a Court of competent jurisdiction.

07. Whatever, has been discussed above, in the light of that I am confident to hold that this is not a case of defective and faulty services at all; hence matter does not fall within the jurisdiction of this Court. This claim, therefore, is returned to claimants with the observations that they may avail proper remedy under the law against the right person before the Court of competent jurisdiction.

Announced
03.09.2012

(Sohail Nasir)
District & Sessions Judge/
Judge Consumer Court
Rawalpindi