

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

(Case No. 130 of 11.12.2012)

*Muhammad Aslam Bhatti son of Ghulam Muhammad Bhatti resident of Village and Post Office Jabairpur Tehsil & District Chakwal*

**Vs.**

*Managing Director Izhar Group of Companies, Chakwal Concrete, 5 kilometer Pindi Road Chakwal*

**Present:** Claimant in person.  
Defendant with Mr. Zameer Ahmad Malik advocate

**JUDGMENT**

1. By filing this claim under Section 25 of the Punjab Consumer Protection Act, 2005 (hereinafter to be called the Act) Mr. Aslam Bhatti who is a practicing advocate of District Chakwal has maintained that in 2010-11 he got services of defendant for placement of pre-cast slabs (manufactured roof) for his two roofs and veranda; he paid consideration in this regard in January 2011; when an under construction room came to completion, it was found that there was a difference between walls and purchased pre-cast slabs; claimant approached defendant who sent its representative and thereafter pre-cast slabs were placed on rooms; specifically claimant informed defendant that plates were defective and in broken condition and that defendant had stood a warranty of seventy years, whereas there was no iron in plates; on 21.11.2012 claimant sent a legal notice (P-5) to defendant; claimant belongs to a respectable family and resides in the same house for which he had hired services of defendant; claimant always apprehends danger for any irreparable loss due to breakage of pre-cast slabs.

2. Without specifying relief, claimant in a short sentence had requested this Court to proceed against defendant.

3. Defendant on appearance filed written statement. Preliminary objections were taken about maintainability of claim, malafide, ulterior motive, harassment, locus standi, estoppel, concealment of facts and demand of compensatory costs for defendant. On facts it was asserted that material was of standard quality; defendant had supplied products as per specification requested by claimant and after placement of slabs further work had to be carried out by claimant himself which was of sub-standard quality.

4. In evidence, claimant appeared as Pw-1 and he submitted documents Ex. P-1 to P-6. On the other hand, Mr. Nusrat Mahmood attended witness box as Dw-1 who had produced one Mr. Amanat Ali as Dw-2. Documents Ex. D-1 to D-5 was also brought on record.

5. As the claim was on the basis of defective products so considering it a technical matter and by using my powers under section 30 (c) of the Act, I had appointed an Engineer of Building Department Rawalpindi (Mr. Imran Ali SDO) as an expert for examination of slabs and to submit his report. Order was complied with and report (Ex. Cw-1/1) was placed. Only claimant filed objections on report but defendant not. The objections were that report was against facts and law; expert did not prepare site plan in accordance with spot; report of commission was not as per directions of this Court.

6. To arrive at just decision of case I had also examined expert Mr. Imran Ali as a Court witness (Cw-1).

7. Arguments of both sides heard with examination of documents relied by them.

8. Defendant is of the view that the Izhar Group of Companies and Chakwal Concrete are two separate and independent entities and claimant has mixed both of them together with malafide intention. This aspect of the case is of no importance due to contradictory versions taken by defendant. On one hand it was said as mentioned above and on the other hand, in written statement it was admitted that products were sold by defendant to claimant.

9. Perusal of claim shows that claimant did not assert about standard and quality of products. It was also not stated that what kind of specification keeping in view construction at spot was asked by claimant and what supply was made by defendant. Even defects of products in the manners of its construction or composition or in its design in view of Sections 5 and 6 of the Act, were not made clear by any stretch of imaginations. In these circumstances the only consideration for this Court shall remain that pre-cast slabs should have been of such a quality which in ordinary construction has to be safe.

10. Although, claimant and learned counsel for defendant tried to give their own views with regard to quality and standard of slabs, but as they have no experience or qualification or supporting written material so I have no option but to see what expert has stated in this case and his

*opinion shall be only a relevant factor being given by a man with skill for just and proper adjudication of this case.*

**11.** *Before I come to report, I will like to take the objections submitted by claimant on this report. Simple perusal of objections show that these are so called, stereotype without any material and without specifying any element on the part of Civil Engineer, hence these objections are rejected.*

**12.** *Admittedly, defendant had sold slabs to claimant and receipts show that to take slabs to the house of claimant and its fitting was responsibility of company/defendant. Claimant again and again says that word in Urdu “\_\_\_\_\_” is in fact the word “\_\_\_\_\_”. From a normal eye view even an ordinary man can say that on receipts (P-2 & P-3) the words written are “\_\_\_\_\_” and not “\_\_\_\_\_”.*

**13.** *Now I come to report (Ex.Cw-1/1). It is as under: -*

*The undersigned visited the site along with the both parties on 16.01.2013 at 11:30 am as per direction of the worthy District & Session Judge/Consumer Judge Rawalpindi dated 09.01.2013. The constructed site was visited in detail. A layout plan showing the constructed area with pre-cast girder and slab was also prepared for ready reference. At some portion leakage and seepage of the rain water from the top of the roof was observed. The roof was also inspected at some portion the earth from the top of the pre-cast slab was removed to see the detail of the roof treatment. The roof treatment such as treatment of pre-cast slab joints, laying of bitumen coat, polythene sheet and proper slop of the earth on the roof should be provided to avoid any kind of leakage and seepage through the joints of the pre-cast slab by the plaintiff Muhammad Aslam Bhatti, only a thinner layer of sweet earth was provided and proper slop was not provided for the drainage of the rain water. The leakage and seepage was only due to poor roof treatment. A room having size 13x18 constructed with pre-cast slab marked as “A” in layout plan, where a layer of polythene sheet was also provided on the top of the pre-cast slab, no leakage or seepage was seen at the bottom of the slab. This shows that the problem of leakage and seepage was only due to poor roof treatment as the rain water accumulates on the top of the pre-cast slab and is a source of leakage and seepage. It is evident from all the manufacturers of the pre-cast slabs that the roof treatment is the responsibility of the client. The laying of the pre-cast slab on site is the only responsibility of the manufacturers and proper roof treatment has been carried out by the client department to maintain proper slop for drainage of rain water. The steel of the pre-cast slab from the bottom of the slab at some places is visible which is also due to leakage and seepage of rain water.*

*A piece of the pre-cast slab was also broken at site which was selected by the plaintiff to see the actual reinforcement of the slab in front of both the parties. The*

thickness of the slab and the steel was found according to the design and specification. Since the construction method and reinforcement used in the pre-cast girder and slab is quite different than the usual reinforced Cement concrete slab. The thickness of the ordinary reinforced cement concrete slab is usually 4.5 inch to 5 inch having span 12 feet but in pre-cast slab the thickness of the slab is usually 1 inch to 2 inch and similarly the reinforcement to ordinary slab is of dia 3/8 inch or 1/2 inch and in pre-cast slab it is 5/32 inch dia nearly steel wires are being used. The reinforcement and the thickness of the pre-cast slab at site is as per structure design (a copy of design is also attached). A small portion of the slab having size 12' x 12' as marked "B" in layout plan should be replaced to avoid any kind of damage since the bottom steel of the slab is visible due to leakage and seepage of the rain water since last two years. The pre-cast girder and slabs of the constructed area are as per approved design and specification and the steel and concrete of the pre-cast slab is quite sufficient for the particular loads of which the slab has been designed.(important portions underlined by me).

14. Only claimant made cross-examination on expert whereas defendant did not opt said opportunity. Mr. Imran Ali replied that site plan was to the extent of pre-cast slabs; he had checked plastic sheets only from two places; he dig the mud on room from two or three places; upper-level of slab was normal; as slabs are manufactured by company so these are different from ordinary slabs; there were signs of water leakage; on point "B" there was steel wires exposed from slabs and this occurs when for a continues period of one or two years leakage of water remains there; said slab has to be prepared according to specific design and load; load other than approved cannot be placed on these slabs. Mr. Imran Ali SDO denied that products were defective and that he prepared the report in a hurried manner.

15. Claimant could not succeed to bring any event in cross-examination which may persuade me to hold that the products were defective. Expert is an independent person being qualified on subject having no relation with any of the parties so without any reason I am not permitted to ignore what the expert has opined in this case.

16. Although, claimant states that filling and plastering was responsibility of defendant but this is not his case either in claim or in his affidavit when he entered in witness box. Therefore, this issue is also resolved that after placement of slabs on the house of claimant it was his duty to provide treatment. In ordinary understanding he was supposed to

*apply plastic of mud and if needed the bricks tiles. It was not done at all. Same was observed by expert when he visited place in question.*

*17. After considering all aspects of the case, pleadings of parties, evidence produced by them and report of expert as well as his statement in Court, I am clear in my mind that claimant could not prove that products were defective and if fact the damages which was caused, was due to improper treatment which defendant had made. Therefore, this claim is dismissed with no order as to costs. File shall be consigned to record room after its due completion.*

**Announced**  
04.02.2013

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

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

**(Judge Consumer Court)**  
Rawalpindi.