

**IN THE COURT OF KHALID MAHMOOD MALIK, DISTRICT &
SESSIONS JUDGE/PRESIDING OFFICER DISTRICT CONSUMER
COURT SARGODHA.**

Case No. 02/2008
Date of Institution 25.03.2008
Date of decision 31.03.2008

Abaad-il-Rehman s/o Sheikh Aziz Ahmed
r/o Block No.19 Muslim Bazar, Sargodha
(Complainant)

Versus

Bilal Telecom
Corner Katchery Road, Near Zila Council, Sargodha
(Respondent)

J U D G M E N T
31.03.2008

Precisely facts of the case are that Mr. Abad-ur-Rehman petitioner filed an application alleging therein that he purchased one Telephone Wireless Set in lieu of Rs, 2100/- from the respondent vide receipt No.854 dated 26.02.2008, it was agreed by the respondent at the time of sale that respondent will give Telephone Wireless Set with all its accessories but subsequently he had deviated and not given lead/tarr and CD. The respondent has sold Telephone Wireless Set by using misconception and committed fraud with him. He sent a notice to the respondent which was not responded to.

The respondent was summoned. As per report of process server he deliberately did not receive notice/summon, therefore, ex-parte proceedings were initiated against him. The petitioner has produced ex-parte evidence. In support of his version he himself appeared as PW-I and produced Sale Receipt Exhibit P-I.

Arguments heard record perused. The whole claim of the petitioner is based on sale receipt No.854 dated 26.02.2008 (Exhibit P-I). The question which requires determination is whether petitioner in view of sale receipt is entitled for relief/damages as prayed for or not.

Receipt or bill of purchase is very important and proof to ascertain the liabilities/duties of the consumer and purchaser. Receipt Exhibit P-I does not indicate that petitioner has purchased telephone set with all accessories or facilities of Internet. Sale receipt further reveals that columns relating to Sr. No., Particulars, Rate and Amount are blank and only name of the Petitioner and I.D Card No., Total Amount Rs, 2100/- are mentioned there. The descriptions of goods are also missing. The petitioner did not utter any word about guarantee and warranty about the telephone wireless set in question and same are also not mentioned in receipt Exhibit P-I. Under Section 19 of the Punjab Consumer Protection Act, 2005 every manufacturer or trader who sells any goods shall issue to the purchaser a receipt showing the date of sale, description of goods sold, the quantity and price of goods and name and address of the seller. In violation of any provisions of said section any person may file complaint against seller before the Authority. No such complaint has been filed against the respondent by the petitioner. On the other hand it is duty of the consumer/purchaser to check the receipt, details of goods etc. at the time of purchase and he should be vigilant against his claim. Mere verbal statement of the petitioner that the respondent was agreed at the time of sale that he will give to all accessories of telephone, wireless set with facilities of internet @ Rs, 5/- per hour is not sufficient and could not absolve him from his liabilities. The petitioner also did not produce telephone wireless set in question before the court. The version of the petitioner in application, in statement and in legal notice is not in league and with sale receipt Exhibit P-I. The statement of the petitioner does not inspire confidence. The petitioner has failed to prove his case by cogent evidence, therefore, application is hereby dismissed. File be consigned after due completion.

Announced
31.03.2008

Sd/-
(Khalid Mahmood Malik)
Presiding officer
District Consumer court,
Sargodha