

Ahmer Jamil vs. United Mobiles.

**Present:-**

**The learned counsel for the claimant.**

**ORDER:-**

Arguments heard, record perused.

2. By filing this claim, the claimant has contended that he purchased a mobile phone set (S8+Goleden) from the defendant for Rs.89,000/-, the warranty of which was for one year. His mobile phone set showed defect and on 25.05.2018, he contacted with the defendant and asked him to repair the mobile phone set but the defendant flatly denied and the claimed from him Rs.30,000/- as consideration for repair. He gave notice u/s 28 (1) of the Punjab Consumer Protection Act, 2005, to the defendant but no reply, hence, the instant complaint.

3. The mobile phone set showed defect on 25.05.2018 and as per settled law, the cause of action accrues in respect to a defective product when the defect comes into knowledge of the consumer. The mobile phone set showed defect before 25.05.2018 and on this date, the defendant denied to redress grievance of the claimant. It was 25.05.2018, when the claimant lastly accrued the cause of action but he did not file the claim within thirty days. No application u/s 28 (4) of the Punjab Consumer Protection Act, 2005, for extension of time has been submitted and the court itself is not empowered to extent time suo motu. Even in the complaint, no reason for delay and a prayer for extension of time has been made. In the circumstances, the complaint in hand is not maintainable and consequently, is dismissed. After due completion, the file be consigned to the record room.

**Announced**  
**08.08.2018**

**(Pervez Iqbal Sipra)**  
District & Sessions Judge/  
Presiding Officer,  
District Consumer Court, Faisalabad