

**IN THE COURT OF PERVEZ IQBAL SIPRA,  
DISTRICT & SESSIONS JUDGE / PRESIDING OFFICER,  
DISTRICT CONSUMER COURT,  
FAISALABAD.**

Complaint No                    225/2017  
Date of institution            19.09.2017  
Date of decision                26.10.2017.

Ajmal Mukhtar S/o Mukhtar Ahmad R/o Chak No.279 TB khurd,  
Faisalabad.

**Versus**

General Manager, Q-Mobile Digicom, P-21/1, Civil Lines, near  
Total Filling Station, Jail Road, Faisalabad.

**Claim under Section 25 the Punjab Consumers Protection Act, 2005.**

**ORDER:**

The claimant has filed this complaint by contending that he purchased a mobile phone set model Eco-2 bearing IMIE No.353516082759794, for Rs.1550/-, on 08.03.2017 and a receipt thereof was issued bearing No.21943. During the use, he found that the sim card of Warid Telecom was not working in the mobile phone set. He contacted with the defendant on 20.08.2017 and made a complaint about the product but he was not heard and despite repairing the mobile phone set as per warranty, he was asked to pay Rs.1000/-. He gave notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005, to the defendant but no reply, hence, the instant complaint.

2.            The defendant was summoned through the Process Server and registered post. He was served with summons but did not appear before the court and consequently, was proceeded against ex-parte.

3. The ex-parte evidence of the claimant has been recorded.

4. The claimant entered into the witness box as PW1 and also submitted his affidavit Ex-P1, whereby he reiterated the contents of the complaint. The receipt regarding purchase of the mobile phone set is Ex-P2. The repair order receipt is Ex-P3 and the warranty card is Ex-P4. No evidence is on record in rebuttal, hence, the court has no option but for accepting the ex-parte evidence of the claimant true. As per warranty terms and conditions, in case of the defect in the mobile phone set, the customer care center of the company was responsible for repair. The sim card of Warid Telecom was not functioning in the mobile phone set, therefore, the claimant made a complaint and asked the defendant for repair. It was because of a manufacturing fault and as per warranty terms and condition, the defendant was to rapier the mobile phone set free of costs. He asked the claimant to pay Rs.1000/- for which was no justification. Hence, the complaint in hand is accepted and the defendant is directed to repair the mobile phone set of the claimant free of costs and to make Warid Sim functional in the mobile phone set. If it is not possible, then to pay Rs.1550/- to the claimant which were paid by him as consideration of the mobile phone set and the defendant being representative of the company may submit the claim to the company. The claimant will have to return the warranty card and original mobile phone set in case the mobile phone set remains un-repairable. Section 10 of the Punjab Consumers

Protection Act, 2005, restricts to grant damages, where the consumer has not suffered any damage from the product except the loss of utility. The claimant only suffered the loss of utility and no further damage was caused, therefore, he is not entitled to damages, however he is held entitled to costs amounting to Rs.5000/- incurred on legal proceedings. The defendant is directed to comply with this order within thirty days and if he fails to comply with this order, the proceedings u/s 32 (2) of the Punjab Consumers Protection Act, 2005 will be initiated against him. The Registrar of this court is directed to send a copy of this order to the defendant free of costs and the receipt thereof be ensured and got acknowledged. After due completion, the file be consigned to the record room.

**Announced**  
**26.10.2017**

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

Certified that this order consists of three pages and each page has been dictated, read, corrected and signed by me.

**Dated**  
**26.10.2017**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short order****Present:-****The learned counsel fore the claimant.****ORDER**

The ex-parte evidence of the claimant has been recorded.

2. Arguments heard, record perused.

3. Vide order dated even passed in English separately, the complaint in hand is accepted and the defendant is directed to repair the mobile phone set of the claimant free of costs and to make Warid Sim functional in the mobile phone set. If it is not possible, then to pay Rs.1550/- to the claimant which were paid by him as consideration of the mobile phone set and the defendant being representative of the company may submit the claim to the company. The claimant will have to return the warranty card and original mobile phone set in case the mobile phone set remains un-repairable and also to pay Rs.5000/- as costs incurred on legal proceedings. After due completion, the file be consigned to the record room.

**Announced**  
**26.10.2017**

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