

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

Complaint No                    218/2017  
Date of institution            16.09.2017  
Date of decision                25.10.2017.

Ali Shahzad Advocate S/o Ghulam Shabbier R/o House No.P-121,  
Muslim Town B, Sargodha Road, Faisalabad.

**Versus**

Mirza Bahader Ali Baig Proprietor Najuf Furniture House, Lasani  
Puli near J.J. Pan Shop, Gate Taj Flour Mill, Sargodha Road,  
Faisalabad.

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

**ORDER:**

The claimant has filed this complaint by contending that on 31.08.2017, he purchased a sofa set (six seater) from the defendant of Rs.20,000/- and he gave three years warranty. The sofa set was delivered at his home and when he saw the same, he found that one seat piece was different from the other set and the wood used for that was also defective. He contacted with the defendant and he promised that after Eid-ul-Azha, he would change the sofa set but on 07.09.2017, he denied, upon which, 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 of courier service is Ex-P2, whereby stately, the notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005, was sent to the defendant, the copy of which is on record as Mark P/A. Najuf Furniture House's visiting card shows that Bahadar Ali is the person who run the business and he received Rs.20,000/- as consideration of the sofa set and gave three years warranty. One seat piece of the sofa set is not according to the design and the wood is also defective. The claim in hand has been filed within time, after giving the requisite notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005 and the claimant's version is un-rebutted. Hence, the complaint in hand is accepted and the defendant is directed to replace the one seat sofa by a new one which must have been of the same design and quality as the other five seater sofa set is. If it is not possible, then to return the consideration of whole the sofa set amounting to Rs.20,000/- subject to return of the product. 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**  
**25.10.2017**

**(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**  
**25.10.2017**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short order****Present:-****The claimant in person.****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 replace the one seat sofa by a new one which must have been of the same design and quality as the other five seater sofa set is. If it is not possible, then to return the consideration of whole the sofa set amounting to Rs.20,000/- subject to return of the product and also to pay Rs.5000/- as costs incurred on legal proceedings. After due completion, the file be consigned to the record room.

**Announced**  
**25.10.2017**

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