

**In the Court of Tariq Masood Bhatti, District & Sessions
Judge/Presiding Officer, District Consumer Court, Bahawalpur**

Allah Nawaz Vs Naseem Baloch etc

Case No. 3283/14

Date of Institution: 28/1/14

Date of Decision: 6/3/15

ORDER:

Briefly stated contention of claimant is that he contacted the respondent in April 2013 asking him a Visa for Dubai. Respondent No.1 demanded Rs.2,68,000/- in presence of witnesses with assertions that Visa will be “permanent” and it will be for period of “two years” and the nature of work will be of “Pipe Fitter”.

The tickets handed over to claimant were not OK, so those were got cancelled by the respondent and claimant has to stay at Karachi for Twenty Two days at his own cost. Ultimately, he came back to Bahawalpur and visited the residence of respondent No.1, where it disclosed that the respondent No.1 has left for Dubai.

At the residence of respondent No.1, respondent Nos.2&3 met him and told that they were relatives of respondent No.1 and commanded not to make a noise” and they gave him a cheque worth Rs.3,00,000/-as “surety” with Visa of a company and monthly @ salary of Dirham 1300/- alongwith “Bread &Butter”.

The Visa which they handed over to claimant was for “Labour” just at a month salary of Dirham 450/-. Respondents asked him to sign the agreement which he refused.

Respondents further asked him to stay for three months at Dubai where he will be kept on some “secret place” and then they will get arranged a Visa for him but claimant refused because he was not ready to reside abroad illegally.

Claimant served legal notice to the respondents on 10.12.13 which was not replied, hence the petition.

Respondent No.1 has left the country and has gone to Dubai, so he did not contest the petition and was proceeded against Ex-Parte.

Respondent Nos.2&3 contested the petition on legal and factual grounds stressing that no “give and take” ever took place in between them and claimant. They denied issuing of any cheque in favour of claimant as “Security” nor they admitted that

they had offered him Visa for Dubai as assertion by the claimant in his petition. It was maintained that whatever transactions took place, it were in between respondent No.1 and claimant and respondent Nos.2&3 has been impleaded just as a blackmailing tactics. Lastly, prayed for dismissal of the petition.

Claimant and respondent Nos.2&3 submitted their “Pro and Contra” affidavits as their evidence in support of their respective versions.

Arguments of Malik Nizam-ud-Din Advocate on behalf of claimant and that of Javed Hussain Kulachi Advocate on behalf of respondent Nos.2&3 heard, record perused.

I have considered the facts and circumstances and state the documentary evidence so brought on record and found that whatever transaction took place was in between claimant and respondent No.1 not in between claimant and respondent Nos.2&3. There is no proof on record that any sort of transaction ever took place in between claimant and respondent Nos.2&3, so claim of claimant to the extent of respondent Nos.2&3 is not sustainable by any stretch of imagination.

Claimant has submitted photo copy of his passport and air ticket which is proof of the fact that he went abroad on **7.10.13** for a period of one month and he returned home from abroad on **28.11.13**. Legal notice so issued by the claimant on **10.12.13**, so it was within fifteen days after his arrival in Pakistan.

In my view, in light of the affidavit so submitted by claimant, the version of claimant stands proved on Ex-Parte basis because Mohammad Naeem respondent No.1 has failed to appear despite his service through of possible means, so his version stand. proved and in light of the documentary proof so brought on record by claimant; Claim of claimant stand accepted. Respondent No.1 is asked to pay back Rs.2,68,000/- to claimant alongwith Rs.20,000/- as cost of litigation. File be consigned.

Announced:
9.3.2015

(Tariq Masood Bhatti)
District & Sessions Judge/Presiding Officer
Consumer Court, Bahawalpur