

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

Complaint No                  429/2016  
Date of institution          18.11.2016  
Date of decision                07.06.2017.

Arshad Ali Goman S/o Allah Ditta R/o Chak No.186 RB,  
Dogranwala Tehsil Chak Jhumrah, District Faisalabad.

**Versus**

Riasat Ali S/o Muhammad Azam R/o Mohallah Rasool Pura, Street  
No.2, Chak Jhumrah, Faisalabad.

**Claim u/s 25 of the Punjab Consumers Protection Act, 2005.**

**ORDER:**

By filing this claim, the claimant has contended that on 08.09.2016, he entered into an agreement with the defendant for making electric wiring of his house and the consideration for such services was fixed Rs.50,000/. The defendant was to complete the wiring till 23.09.2016 and on the day of entering into the agreement, the claimant paid Rs.20,000/- to the defendant in advance. Till the date fixed, the defendant did not complete the work and eventually, the material for wiring provided by the claimant destroyed / damaged. In the way, the defendant rendered faulty services and because of it, the claimant suffered mental agony and monetary loss. On 22.10.2016, 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 summons was issued to the defendant through the process server and registered post but he could not be served. Ultimately, the summons was got published in the newspaper “Daily Express” Faisalabad, but despite all it, he did not appear

before the court and consequently, was proceeded against ex-parte and then the ex-parte evidence of the claimant was recorded.

3. Arguments heard, record perused.
4. The claimant while appearing before the court as PW-1 reiterated the contents of his complaint. The receipt of courier service Ex-P2 shows that the claimant sent a shipment to the defendant stately containing notice, The copy of notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005 is Mark P/A. There is no evidence on record in rebuttal, therefore, the court has no option but for accepting the ex-parte evidence of the claimant true. The claimant paid Rs.20,000/- to the defendant as consideration for the services for completing wiring of his house but he did not complete the work well within time. In the circumstances, the services rendered by the defendant were faulty. Hence, the complaint in hand is accepted and the defendant is directed to return to the claimant the amount of Rs.20,000/- which he received in advance as consideration. So far as the other damages are concerned, no sufficient evidence has been brought on record in this respect. The articles statedly provided by the claimant for wiring might have been used by the next electrician who completed the work. If such articles damaged, the claimant was to purchase new one but no proof in the respect is on file. Moreover, the receipt Mark P/B has not been signed by any one, therefore, may not be relied upon. Section 15 of the Punjab Consumers Protection Act, 2005, restricts to grant damages, where the consumer has not suffered any damage from the provision of service except the lack of benefit, therefore,

the claimant is not entitled to damages, however he is held entitled to costs amounting to Rs.10,000/- incurred on legal proceedings including the lawyer's fee. The defendant is directed to comply with this order 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**  
**07.06.2017**

(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**  
**07.06.2017**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short order****Present:-**

**The learned counsel for the claimant.**

**ORDER**

Arguments heard.

2. Vide order dated even passed in English separately, the complaint in hand is accepted and the defendant is directed to return to the claimant the amount of Rs.20,000/- which he received in advance as consideration and also to pay Rs.10,000/- as costs incurred on legal proceedings including the lawyer's fee. After due completion, the file be consigned to the record room.

**Announced**  
**07.06.2017**

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