

IN THE COURT OF SOHAIB AHMED RUMI DISTRICT & SESSIONS
JUDGE/PRESIDING OFFICER, DISTRICT CONSUMER COURT,
SARGODHA

Case No. 66/2012
Date of Institution. 09.06.2012
Date of decision 20.11.2012

ArshadMahmood s/o Muhammad Riaz
r/o Block No.3, Tehsil Bhalwal District Sargodha
(Complainant)

Versus

ShahidFarooq Mughal
Proprietor, Sgahid Iron/Steel & Aluminum Fixer N.S Town, Sargodha
(Respondents)

J U D G M E N T
20.11.2012

Case of the complainant is that he placed an order for two numbers of steel ladders to be installed in his newly constructed house situated at Bhalwal but the respondent, who is an Iron Smith and deals in steel fabricating work, supplied the ladders wherein defective material was used, the ladders made were not in accordance with specification and size. There were various manufacturing faults. The complainant claimed that he had to spent Rs, 1,50,000/- in addition to the estimated cost on account of incompetence of the respondent who failed to provide a quality product and service.

2 Respondent by way of submitting reply refuted the allegations leveled by the complainant stating that good quality material was used in manufacturing and fabrication of the ladders which were prepared strictly in accordance with specification settled between the parties which has been withheld purposely by the complainant. Respondent claimed that he is a good artisan having expertise knowledge of his field and that complainant himself is responsible for defects in his construction at site

which he wants to shift on the shoulders of the respondent. Dismissal of the complaint was prayed by the respondent.

3 *In order to establish the case complainant appeared as Aw-1 and in support of his version produced Qaiser Abbas as Aw-2. Respondent appeared as Rw-1 and in support of his version produced ShahidFarooq as Rw-2 and QamarZaman as Rw-3.*

4 *Arguments heard and record perused.*

5 *Contractual obligations to the extend for construction of two numbers ladders have been admitted by the parties, though, with different versions contradicting each other. In order to unearth the real essence of the contract, the best course in such circumstances is the document or deed whereby the specifications were settled by the parties but in this case both the parties have landed inside the ring with oral version. Only allegation of the respondent is that complainant has purposely withheld the settled specifications in black & white. Upshot of the discussion is that to ascertain different specification determined by the parties regarding manufacturing of steel ladders is almost not possible, however, the competency or in-competency of the artisan as well as the material used at site are the important elements on the basis of which the case can be decided. Mr. MaqsoodIqbal Sub Engineer, District Building Division, Sargodha was deputed by the court for local technical inspection of the ladders in question and being an independent expert his report is reliable and worth full, according to which the ladders are neither D-shape nor spiral shape as per claims of both the parties, rather, these are in twisted shape. Vertical space inter se the steps are uneven. There is a variation in size. Some steps are 7 ½”, some are 8” and some of them are 8 ¼”, whereas, the last step is 9” in size. I am of the opinion that it was the foremost duty of the respondent to measure the total vertical length from*

floor level of the ground floor and floor level of the first floor and then divide it into equal steps but as per factual position at the site he could not discharge his duty and this error is purely attributed to the respondent's in-competency. Similarly the size of the angle Iron and Gauge of the MS plate is again disputed, however, the irregularity which cannot be ignored is that outer side of the side box is 8 ¾" instead of 12" and inner side 5" instead of 6" on account of which marble slabs fixed on the steps are incompatible with the Iron frame. The MS sheet and MS plate used for the side box are made of old material and pieces of Iron scrap sheets. Welding is not up to the mark, the required grinding to give a smooth surface has not been done. Another blunder on the part of the respondent which reflects his sheer negligence, is that the under surface of steps, the MS sheet is half inch shorter than the required length. The respondent was under obligation to discharge his duty honestly. The work done at the site is not according to the standard of profession. It is not only the case of defective product but also defective services. Total amount received by the respondent for the construction of two ladders from complainant is Rs, 133000/-. At this stage when the construction of the house of the complainant is finished the repair of the ladders is not possible, therefore, in these circumstances keeping in view the cost of both ladders Rs, 133000/-. Respondent is directed to return Rs, 35000/- as a compensation to the complainant alongwith Rs, 5000/- as legal expense Total Rs,40000/- within the passing of one month of this order. The complaint is disposed off accordingly. File be consigned to record room after due completion.

Announced
13.11.2012

Sd/-
Presiding Officer,
District Consumer Court,
Sargodha.