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کونسل سائل عطاء الرحمن ایڈووکیٹ حات منجانب مسول علیہاں کرکھیہ ہ  
ند آجیہ۔ آفیسر جلیس بوج شریٹ رفوت ہرین، لکڑا ملووی  
بکڑ برائے سائل صرب الحی کم سٹہ، 30-01-2018 کو پیش ہو

Reader

Presiding Officer  
District Consumer Court  
M. B. Din

30.01.2018

Present: Mr. Atta-ur-Rehman Advocate counsel for petitioner.

Nemo for Respondent.

Arguments heard.

This is second petition seeking compliance of order dated 27.09.2017 passed in complaint titled "Dr. Muhammad Akram Vs. Sharp Medix Pak etc" by my learned predecessor. For ready reference operative portion of the order is reproduced hereunder:-

"6. In the light of above noted facts and circumstances petition in hand is accepted Ex-parte and following order is passed against the respondents.

(i) Respondents shall get repair in to operational order alleged Ultrasound machine color Doppler at their own expenses.

(ii) Provide services of training to petitioner if agreed between them at the time of transaction in connection with alleged Ultrasound machine color Doppler."

2. Earlier petition for compliance of the order was filed by the petitioner on 21.10.2017. During proceedings a

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certificate of the petitioner was produced wherein it was stated by the petitioner as under:-

"Ultrasound Machine Repaired. I am satisfied.

Sd./-"

3. That petition was accordingly consigned as order of the Court has been satisfied.

4. In this second petition learned counsel for the petitioner argued that since second part of Para-6 of the order dated 27.09.2017 that deals with provision of services of training has not been complied with that necessitate filing of instant petition. Confronted with the question if at all this part is executable, learned counsel maintain that the same is executable by providing personnel for training to the petitioner. Further maintained that even the product was purchased upon the incentive of training.

5. Earlier petition of the petitioner seeking compliance of the order in view of certificate issued by the petitioner has already been disposed off. Issuance of certificate has not been questioned even in the instant petition, though the stance in the instant petition is regarding execution of second part of para-6 of the order dated 27.09.2017.

6. Again firstly, plain reading of second part of Para-6 reproduced above clearly indicates that it was not absolute rather was conditional to the effect that "*if agreed between them at the time of transaction*".

7. Secondly, and most importantly, imparting the training involve personal service. The term "Services" has been defined in section 2(k) of the Consumer Protection Act, 2005 as under:-

"(k) "services" includes the provision of any kind of facilities or advice or assistance such as provision of

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medical, legal or engineering services but does not include-

(i) the rendering of any service under a contract of personal service;

(ii) the rendering of non-professional services like astrology or palmistry; or

(iii) a service, the essence of which is to deliver judgment by a court of law or arbitrator;"

Above provision leaves no doubt in the mind that in case of personal service, the matter does not include in the term "services" within the ambit/meaning of the Act *ibid*. As such, even if any direction in the order dated 27.09.2017 has been given that is not executable being excluded from the term "services" by the legislature.

8. In nutshell, after issuance of certificate by the petitioner mentioned *supra* he is stopped to bring second petition and even otherwise the order to that extent is not executable being not recognized by the law, this petition is not maintainable. The same stands dismissed. Copy of the order be provided to the petitioner and also be sent to respondent in line with Rule 17 of the Punjab Consumer Protection Rules, 2009. Be annexed with main file and consigned to the record.



Announced  
30.01.2018.

**(Judge Muhammad Sarfraz Akhtar)**  
District & Sessions Judge/ Presiding Officer,  
District Consumer Court Mandi Baha-ud-Din

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