

the Court of Qamar Ijaz
District & Sessions Judge/Presiding Officer
Consumer Court Districts Sheikhpura, Nankana Sahib, Kasur
& Lahore

<i>Complaint No.</i>	680/2014
<i>Date of institution</i>	09-10-2014
<i>Date of decision</i>	05-12`-2018

Dr. Naveed Ahmed s/o Ilahi Bukhsh Niaz, Assistance Professor r/o 25-26 Family Suites, Faisal Hall No. 10, New Campus, University of the Punjab, Lahore.

Complainant

V/s

- 1. AIRLINK COMMUNICATIONS (Exclusive Distributor of HUAWEI) 18-D, E-II, GULBERG III, Lahore UAN: 042-111-667-468.**
- 2. Raja Zafar Iqbal The Manager, AIRLINK COMMUNICATIONS (Exclusive Distributor of HUAWEI) 18-D, E-II, GULBERG III, Lahore.**

Defendants

COMPLAINT U/S 25 of PCPA 2005

ORDER

Dr. Naveed Ahmed alleges that on 05-04-2014, he purchased a mobile phone fully detailed in complaint for consideration of Rs. 12,300/- from defendants with one year warranty. Soon after its battery became dead and on the contact of complainant defendants replaced the same. However after couple of weeks, its speaker volume decreased and split up the sound which was quite annoying and its screen/display also turned off. The complainant approached the defendant No. 2 who by changing case of the mobile, handed over the same mobile to the complainant after its repairing, posing the replacement of old with the new one. That mobile has the same problem and the complainant demanded its replacement but defendants refused where after complainant served legal notices and finding no reply from the defendants filed instant complaint seeking replacement of original mobile with damages Rs. 5,00,000/-. The complainant has also filed an

application seeking condonation of delay in filing the complaint alleging that due to backache, he could not submit complaint in time.

2. The defendants submitted written statement wherein by raising multiple legal/factual objections, dismissal of complain is sought. It is contended therein that complainant was entertained and his mobile was replaced and his grievances was redressed to his satisfaction adding that complainant afterwards demanded a new and expensive mobile set which is not within warranty period.

3. Parties produced respective evidence. Complainant recorded his statement as Pw-1, his sworn affidavit Exb-P/1, original purchase receipt Exb-P/2, warranty card Exb-P/3 and mobile as Exb-P/4. The defendants produced Sumran Azhar as Rw-1 who submitted his sworn affidavit Exb-Rw/1.

4. In cross examination complainant denies redressal of his grievances adding that only battery was replaced and he was not satisfied from the service provided by the defendants. He also denies the replacing the mobile phone explaining that only its casing was replaced. He denies filing false complaint. The RW in cross examination admits issuance of Exb-P/3 & P/4 and sale of mobile to the complainant. Visit by complainant to the customer care center, replacement of battery is also admitted claiming replacement of the mobile as well.

5. From the above discussed evidence produced by the parties, the relationship of consumer and seller is established. Serving of legal notices upon the defendants is also proved. It is also not disputed fact that complainant agitated the matter with the defendants and at first; only battery of his mobile set was replaced. His second visit to customer care center is also admitted. The complainant alleges that at that time, only outer casing was replaced and mobile set was not replaced. However the defendants claim that at the time of second visit, the mobile set was replaced with new one adding that complainant has filed instant complaint only to blackmail them. Perusal of evidence is sufficient to believe that the complainant remained busy in agitating the matter by visiting the customer care center of the defendants and could not file his complaint within prescribed 30 days period for which reason he has filed an application for condonation of delay

of 10 days in filing this complaint which is justified. So in the interest of justice his said application is allowed and delay in filing complaint is condoned. As the complainant is a valuable customer of the defendants and it is the duty of the defendants to satisfy him regarding the purchase of the product sold to him and at present he is not satisfied from the treatment given by the defendants in removing the defect in his purchased mobile set. So keeping in view the restrictions contained in Sec. 10 of PCPA 2005 and as provided under Sec.31 of the same Act, instant complaint is allowed partially against both the defendant jointly and severally (the defendants are at liberty to settle inter se claim in accordance with law) with the direction to replace the mobile set sold to the complainant i.e subject matter of instant complaint with new one of similar description/value which shall be free from any defect. Otherwise to return received price Rs. 12,300/-. Whereas the claim for recovery of damages Rs. 5,00,000/- is concerned that being not justified/proved is declined and to that extent complaint is dismissed.

Announced
05-12-18

Qamar Ijaz
D& SJ/Presiding Officer
District Consumer Court,
Lahore.

It is certified that this Order consists of three pages which have been dictated, corrected and signed by me.

Announced
05-12-18

Qamar Ijaz
D& SJ/Presiding Officer

It is therefore requested to kindly requested to kindly verified his matriculation degree and recovery to this office at the earliest foa copy degree certificate and other documents docments it is therefore requested