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**In the Court of Mian Abdul Ghaffar, District & Sessions Judge / Presiding Officer, District Consumer Court, Multan, Camp Office Vehari.**

**Dr. Sijjad Ahmed S/o Ch. Khushi Muhammad R/o Dhillon House,  
Masoom Shah Road, Burewala, District Vehari.**

**(Complainant)**

**Versus**

- 1- Zia-ul-Hassan, Proprietor Royal Energy Pakistan (Reg), Muslim Town Khanewal, Zia-ul-Hassan House.**
- 2- Mudassar, Incharge Royal Energy Pakistan (Reg) Branch Burewala 505/FB Road Ground Floor Jinnah Technical College, Burewala District Vehari.**

**(Respondents)**

Case No. 65/2016

Date of Institution 08.03.2016

Date of decision 27.04.2018

**COMPLAINT UNDER SECTION 25 OF PUNJAB CONSUMER PROTECTION ACT, 2005.**

**ORDER:**

1. The complainant Dr. Sijjad Ahmed has brought the present complaint for replacement of eight batteries or its alternate price Rs. 2,56,000/- along with Rs. 5,00,000/- compensation on the ground that he is a doctor by profession and runs a surgical complex with the name of 'Iman Surgical Complex' and on 22.03.2015, he got installed solar plant in consideration of Rs. 12,00,000/- and in this solar plant, eight batteries VRLA (Gel) were also got installed for which two years warranty was given and its price Rs. 2,56,000/- was paid. The batteries went out of order after three months and the complainant had to run his hospital by using generator which caused financial loss and inconvenience to the complainant. The respondents were repeatedly asked to replace the batteries but they did not bother. The legal notices were also issued to the respondents but they did not bother to reply. Hence, this complaint has been filed with the prayer to accept it.

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2. Due process for the attendance of the respondents was issued and respondent No. 2 Mudassar Azher appeared and submitted his written statement while respondent No. 1 was proceed ex-parte on 20.04.2016 while respondent No. 2 submitted his written statement and took plea that he is just employee and the contract is between the complainant and the respondent No. 1 and the matter is related between the complainant and the respondent No. 1.

3. The matter was fixed for evidence and in evidence of the complainant, the complainant tendered his affidavit EXP-1 and recorded his statement as PW1 wherein the learned counsel for the complainant has produced original AD card of legal notice EXP-2, original postal receipt about sending of legal notices EXP-3 & EXP-4, two original postal receipt about sending of legal notices EXP-5, EXP-6, photocopy of legal notice Mark-A, photocopies of purchase receipts Mark-B & Mark-C and three original envelopes along with AD cards EXP-7, EXP-8 & EXP-9 whereas respondent No. 1 has already proceeded ex-parte and respondent No. 2 Mudassar Azher who himself defend this complaint stated that he does not want to cross-examine the witness. Therefore, the evidence of the complainant has been completed and in evidence of the respondent No. 2, Muddasar Azher respondent No. 2 recorded his statement as DW1 took the plea that complainant purchased eight batteries from the respondent No. 1 Zia-ul-Hassan and the same went out of order and the warranty of these batteries were two years. The respondent No. 2 has reiterated his version regarding the purchase of batteries and its warranty and this evidence is un-rebutted as the respondent No. 1 was proceeded ex-parte.

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4. The learned counsel for the complainant has argued that the complainant is a doctor by profession and for the proper arrangement of electricity, he invested a huge amount for the installation of solar plant and eight batteries amount of Rs. 2,56,000/- were got installed but the batteries went out of order and the respondent No. 1 was contacted repeatedly but he did not bother to replace the same and the batteries were within warranty period. The respondent No. 2 is an employee of the company and due to act of the respondent No. 1, the complainant had to suffer both mental as well as financial loss as he had to face inconvenience to run the affairs of the hospital, hence, prayed that the complaint be allowed.

5. Arguments heard, record perused.

6. The perusal of record reveals that oral as well as documentary evidence as produced by the complainant is available on the record is un-rebutted. In documentary evidence, original AD card of legal notice EXP-2, photocopy of legal notice Mark-A, photocopies of purchase receipts Mark-B & Mark-C are available on the record while statement of respondent No. 2 regarding the contractual relationship between the complainant and the respondent No. 1 is there and the respondent No. 1 is relevant and the main party and despite having knowledge of the pendency of the complaint but he did not bother to appear in the court. As per available evidence, the complainant runs a hospital with the name of 'Iman Surgical Complex' and he spent huge amount for the installation of solar plant along with eight batteries but these batteries did not work and despite repeated contact, the respondent No. 1 did not bother to redress the grievances of the complainant. In this way, the complaint of the complainant is allowed with the direction to the respondent No. 1 to replace

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the eight defective batteries with a new one or to pay the amount of Rs. 2,56,000/- to the complainant. As the complainant had to suffer both mental as well as financial loss due to defective product and service regarding sale of eight batteries and the complainant in this regard, had to use generator for electricity purpose, he is also compensated in this regard by imposing Rs. 2, 00,000/- as compensation to be paid by the respondent No. 1. As the respondent No. 2 is an employee of the company and he has nothing to do with the quality of the product so respondent No. 2 is not responsible as contract was between the complainant and the respondent No. 1. The complaint in this way is partially allowed to the extent of respondent No. 1. File be consigned to record room after its due completion.

Announced  
27.04.2018

**(Mian Abdul Ghaffar)**  
**District & Sessions Judge/Presiding Officer,**  
**District Consumer Court, Multan**  
**(Camp Office, Vehari)**

### Certificate

Certified that this order consists of four pages and each page has been dictated, read over and signed by me.

Dated:  
27.04.2018

**District & Sessions Judge/Presiding Officer**  
**District Consumer Court, Multan**  
**(Camp Office, Vehari)**