



بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

**IN THE COURT OF MALIK PEER MUHAMMAD
DISTRICT & SESSIONS JUDGE, DISTRICT CONSUMER
COURT, SAHIWAL.**

Date of institution:-13-04-2011 Dated of Decision :- 03-10-2011

**MUHAMMAD SHAFQAT S/O ABDUL KHALIQ CASTE ARAIN
R/O TARIQ BIN ZIAD COLONY, SAHIWAL.**

.....PETITIONER

Versus

- 1. CHAIRMAN MOBILINK-1BC BUILDING- 1/A KOHISTAN
ROAD, F/8 MARKAZ ISLAMABAD, PAKISTAN.**
- 2. MOBILINK FRANCHISE MANAGER, COLLEGE ROAD,
SAHIWAL.**
- 3. FRANCHISE MANAGER, FIVEWAYS CHOWK,
SAHIWAL.**

.....RESPONDENTS

**CLAIM U/S 25 OF THE PUNJAB CONSUMER
PROTECTION ACT 2005.**

ORDER

1. The petitioner filed the claim against the respondents that SIM number 0300-6900028 be activated alongwith compensation Rs. 5,00,000/- and costs. According to the averments of the claim, claimant purchased pre- paid SIM No. 0300-6900028 to the tune of Rs. 2,499/- from the respondents. Allegedly respondents had blocked the SIM of petitioner without any reason, notice and any information and transferred to any other person's name. Claimant approached to the respondent's franchise and produced before them Original CNIC , Jacket of SIM and purchase receipt and regain his SIM . Allegedly now respondents have clocked his SIM again. Claimant approached to the respondents who referred him to the Mobilink House Lahore. Claimant get in touch with the said office but his grievance was not redressed. Claimant was asked that it was the fault of the network which will remove within some days.

Allegedly respondents blocked the SIM of the claimant without any reason for which claimant faced mental and physical torture. Respondents showed insolence with the claimant. Claimant could not remain in touch with the community due to the blockage of his SIM. Claimant issued the legal notices to the respondents hence the present claim.

2. Respondents were summoned and they filed their written statement. It is contended in the written statement that claimant has not delivered legal notices to the concerned officials of the Company. They further contended that claim is not proceed able due to none joinder of parties. Respondents in their written statement admitted that claimant obtained the said SIM but they denied the blockage of the SIM. Respondents were contended that only the claimant was asked to provide neat and readable copy of his CNIC but claimant ported out his SIM.

3. After completing the pleadings, parties were directed to produce their respective evidence far and against their respective versions. Claimant himself appeared in the witness box and produced purchase receipt as Ex-P1, SIM Card as Ex-P2, SIM jacket as Ex-P3, New SIM card as Ex-P4, and SIM as Ex-P5, copy of the legal notice as Ex-P6, post office receipts as Ex-P7, Ex-P8 & Ex-P9, A.D cards as Ex-P-10 to Ex-P12, counsel fee certificate as Ex-p13 and closed the claimant's evidence. After completing the claimant 's evidence on 22-06-11 respondents were asked to produce their evidence on 07-07-11. On the said date evidence of the respondents were not present and claim was adjourned to 18-07-11. On the following dates i.e 18-07-11, 28-07-11, 25-08-11 defendants could not produce their evidence and claim was adjourned to 15-09-11 on the request of the learned counsel for the respondents. On 15-09-11 when the claim was fixed for defendants evidence, learned counsel for the defendants was asked for his evidence but he said the same sentence that evidence is not present today at this situation, in the best interest of justice this court deemed fit to close the respondents evidence and did the same.

4. Arguments heard. Record perused.

5. Claimant appeared in the witness box and deposed that respondents blocked his SIM which was remained in his use 03 years. After approaching to the respondent franchise he was delivered a new SIM which is Ex-p5, during the lengthy cross examination learned counsel for the respondents did not put any single suggestion that claimant was not delivered a new SIM after blockage his SIM. It means that respondents have admitted this factum. Claimant further deposed that when he approached to the Lahore franchise where he was informed that SIM in question is not under his name and same has been transferred to some other person whose name was not told to him. During cross examination learned counsel for the respondents did not put any suggestion that he speaks false. It means version of the claimant has been admitted by the respondents. Burden of proof was upon the shoulders of the respondents to prove that SIM was not blocked. It was very simple to the respondents company to prove that claimant had been using the said SIM during the period mentioned in the claim. For this purpose respondents produced their record before the court to show that SIM in question remained in his use after porting out. The respondents did not produce any evidence on record in support of their version and to rebut the claimant's version. Furthermore respondent did not produced any notice, delivered to the claimant to provide neat and readable copy of the NIC card. Defendants have failed to provide any evidence which goes in their favour.

6. The only matter under discussion in the present case is that if the respondents had blocked the SIM of the petitioner or not. Claimant through his evidence proved that his SIM was blocked by the respondents without any just reason. On the other hand defendants have failed to prove that they provided fault free, regular services to the consumer. Ex-P1 purchase receipt of the SIM in question clearly reflects that claimant is a consumer of the defendants and he rightly filed the instant claim. Defendants have failed to produce any evidence which shows that SIM has not been blocked rather it has been remained activated in the

possession of the claimant. Claimant has proved his case, hence claim is partially allowed in the terms that respondent No. 1 Mobilink Company will pay Rs. 11,000/- (Eleven thousand rupees) as legal charges and Rs. 4,000/- (Four thousand rupees) as compensation to the claimant within 15 days from this order as the petitioner has been compelled to approach this court and he spent time and money for the redressal of his genuine grievances.. Respondent No. 1 is also directed to restore the SIM in question in favour of the claimant as early as possible.

7. File be consigned after its due completion.

Announced.

03-10-2011

Malik Peer Muhammad
District & Sessions Judge/District Judge
Consumer Court Sahiwal

Certified that this order consists of four pages which have been dictated and signed by me.

Malik Peer Muhammad
District & Sessions Judge/District Judge
Consumer Court Sahiwal