



بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

**IN THE COURT OF MR. TAHIR PERVEZ DISTRICT &  
SESSIONS JUDGE, DISTRICT CONSUMER COURT,  
SAHIWAL.**

*Date of institution:-13-07-2011      Dated of Decision :- 18-10-2011*

**ASIA BIBI WIFE OF AKMAL KHAN CASTE BALOOCH R/O 101/9-L TEHSILE & DISTRICT  
SAHIWAL.**

-----PETITIONER

**Versus**

**HAJI MUHAMMAD RAFI GULSHAN-E- TYBA TREVELS, TUFAIL SHAEED ROAD NEAR  
YAQOOB CNG SAHIWAL.**

-----DEFENDANT

**CLAIM FOR THE RECOVERY OF RS. 70000/- AS DAMAGES & COMPENSATION.**

**ORDER.**

1. Claimant Asia Bibi filed a claim of Rs. 70,000/- (seventy thousand rupees) for financial loss sustained by her and damages for providing insufficient and defective services.

2. The claimant intended to perform Umrah. She contacted with the respondent Haji Rafi and gave him Rs. 65000/-(sixty five thousand rupees) on 01-03-11 alongwith passport. The said Haji Rafi apprised the claimant that her visa and ticket had been confirmed. He delivered her passport and ticket showing that she would travel through flight at 8.40 pm on 04-06-11. The claimant reached at the airport where she was told that her flight was at 5-40 pm and that she should

have arrived at airport at least 2/3 hours before the departure of the flight. Ultimately the claimant could not go to perform Umrah. She also submitted that she claimed to return money from Haji Rafi but he refused. Thereafter, she filed instant petition with claim of Rs. 70,000/- from the respondent.

3. The respondent resisted the claim in law and facts. He submitted that the petition was not maintainable, the claimant had no locus standi and that the claim was barred U/s 10 of the Punjab Consumer Protection Act 2005.

4. On merits, respondent submitted that once arrangements were completed for performance of Umrah by the claimant but she could not go because of non availability of “ Mehram”. However her request for visa was again considered. Lastly claimant was handed over visa and ticket etc on 04-06-11. According to the respondent, the claimant was appraised about the correct time of flight but she reached at airport with delay. Anyhow the matter was settled in “Punchait” in presence of Abid Shah and Ali Sher Gadhi and Mujahid Jut. In the said Punchait meeting the claimant received Rs. 55000/-.

5. During proceedings of the case on 10-10-11, the respondent disclosed before the court that matter had already been settled in the punchait and that claimant had already received Rs. 55000/-. He requested to summon the persons, in whose presence, the amount was given. Learned counsel for the claimant agreed with the said offer, therefore, on the basis of assertion made by both the parties, Mr. Abid Shah and Ali Sheer Gadhi were summoned in the court on 11-10-11 and their statements were recorded in presence of both the parties.

6. Ali sheer stated on oath that the claimant had given Rs. 65000/- to the respondent for visa which was subsequently cancelled. He alongwith others

gathered in the office of the Haji Rafi where real father of the claimant was also present. Abid Shah one of the members of the punchait gave Rs. 55000/- to the father of the claimant in his presence and the matter was patched up. He further stated that remaining amount of Rs. 15,000/- was paid through to her Mujahid. Admittedly the said Mujahid was Dewar/ younger brother of husband of the claimant.

7. Abid Shah also made more or less identical statement on the same day on oath. According to him, about two and half months ago, he was available in District Courts, Sahiwal where Mujahid, /younger brother of husband of the claimant met him and told that he had some dispute with the respondent. The said Mujahid participated in the meeting for settlement of the dispute. At that movement Muhammd Khan, the father of the claimant was also present. All of them assembled there and went to the office of the respondent. The respondent Haji Rafi gave him Rs. 55000/- which were delivered to Haji Allah Dittah who, after counting the same, delivered to Mujahid in his presence.

8. Statements made by Ali Sheer and Abid shah on oath, if read together, would give an irresistible conclusion that the claimant and Haji Rafi respondent had a dispute over an amount of Rs. 60000/-. This dispute was settled outside the court with mutual consent of both the parties in the punchait convened with consultation of each other and matter was patched up in the said punchait. It would be significant to add that both the parties had agreed on 10-10-11 to summon both the above mentioned witnesses in the court to arrive at a truth. Learned counsel for the claimant was a consenting party to it. It being so, the statements made by the above said witnesses on oath could not be ignored. It therefore can safely be said that the dispute if any, between the parties, was set at

rest in punchait. The claimant should have avoided to approach this court for redressal of her alleged claim because the same had already been settled. The claim being baseless and misconceived is hereby dismissed with nominal fine of Rs. 500/- which shall be paid to the defendant.

**Announced**

18-10-2011

Tahir Pervez  
District & Sessions Judge/District Judge  
Consumer Court Sahiwal

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

Tahir Pervez  
District & Sessions Judge/District Judge  
Consumer Court Sahiwal

