

**IN THE COURT OF MUHAMMAD YOUSAF
PRESIDING OFFICER DISTRICT CONSUMER
COURT, GUJRANWALA
Case No.221/11**

Date of institution : 22-11-10.

Date of Decision : 25-10-11.

Muhammad Aslam Khan S/o Khan Muhammad R/o 5-Abu Bakar Block Ghulshan Colony G.T.
Road, Gujranwala. (complainant)

Vs.

Hafiz Muhammad Arfan Proprietor Zam Zam Furniture House Opposited Millan Marriage Hall,
Ghora Dor Road, Gujranwala. (respondent)

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

EX-PARTE JUDGMENT:

1. Muhammad Aslam Khan complainant has filed the instant complaint with the accusation that he hired the services of the respondent for mat-polish of his furniture in lieu of Rs.40000/- out of which Rs.20000/- were paid in advance on 12-08-10 and Rs.15000/- were paid on 05-10-10 but the work done by the respondent was substandard and was not up to the mark. Complainant has also alleged that almost half of the furniture has not been returned and when complaint was made to respondent and was asked to abide by the terms of agreement, he has refused. It has been prayed that respondent be directed to complete the work as per terms of agreement and compensation to the complainant for the loss suffered by him.

2. Respondent by filing written reply has resisted the complaint by taking the stand polish work done by him is of high standard and when demand was made for remaining amount of Rs.5000/- the instant complaint has been filed. Reconciliation proceedings ended in vain whereupon both the parties were directed to produce their evidence.

3. Complainant has got recorded his own statement as PW1 and has reiterated the facts mentioned in the complaint by deposing that work done by the respondent in spite of direction of this Court is not up to mark.

4. Respondent did not turn up on 11-10-11 when the matter was fixed for respondent's evidence whereupon ex-parte proceedings were taken against him.

4. Arguments have been heard. Record perused.

5. Allegation against the respondent is that inspite of receipt of Rs.35000/- he has not done the polish work as per terms of the agreement. To prove the same, complainant has recorded his own statement as PW1. On documentary side proof of receipt of Rs.35000/- has made available on record and the same is not being denied in written statement. There is nothing in rebuttal, so this Court has left no option but to rely upon the same. As such by accepting the instant complaint Respondent is directed to complete the polish work as per agreed terms and in case of non compliance the same, he is liable to pay back Rs.35000/- to the complainant which he has received, within 30 days of announcement of this judgment. File be consigned to record room after is due completion.

Announced:

25-10-11

(MUHAMMAD YOUSAF)
Presiding Officer
District Consumer Court,
Gujranwala.

Certified that this judgment is consisting of two pages, which have been dictated corrected and singed by me.

25-10-11

(MUHAMMAD YOUSAF)
Presiding Officer
District Consumer Court,
Gujranwala.