

**IN THE COURT OF MUHAMMAD YOUSAF
PRESIDING OFFICER DISTRICT CONSUMER
COURT, GUJRANWALA
Case No.136/09**

Date of institution : 20-05-09.

Date of Decision : 29-09-11.

Mian Ejaz Ahmed S/o Ch. Habib Ullah Caste Arrain R/o Nanghra Bhattian Tehsil
Kamoki District Gujranwala. (complainant)

Vs.

1-Origa Seeds Corporation, 33-KM, Multan Road, Lahore through Managing Director.
2-Ejaz Ahmed Cheema Regional Manager First Floor Cantt Shopping Mall Near City
Bank Rahwali Chowck Gujranwala. (respondents)

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

JUDGMENT:

1. Complainant has filed the instant complaint with the accusation that respondents who have constituted a corporation regarding Hybrid rice seed "Pokhraj" has made public city about their product, also got printed a brochure and after going through the same he has purchased rice seed for nursery in Rs.27936/- from the office of respondent No.2. According to the complainant respondent No.2 has intimated that through said Hybrid rice seed "Pokhraj" yield per Acar 150 Man and period will be 30 days. Complainant has alleged that in view of aforesaid assurance he has cultivated the said seeds in 20 Acars but in provided faulty and substandard as paneeri could not be prepared. It has been further alleged when complaint was lodge to respondent No.2 he has misbehave and refused to compensate. Complainant has claimed Rs.1500000/- as damages for agony faced by him, Rs.27936/- also with cost of carriage Rs.2064/- and cost of cultivation Rs.15000 from the respondents.

2. The complaint was resisted by the respondents by taking the plea that in brochure it was clearly written down that right time for paneeri cultivation is 20 May to 20 June but complainant has made the cultivation in month of March and April, so, complainant himself has violated the instructions and as such he is not entitled for relief prayed for.

3. Reconciliation proceedings remained unsuccessful whereupon parties were required to produce the evidence.

4 Complainant has got recorded his own statement as PW1 besides the statement of Mian Ghafar PW2 and PW3 Ali Arfan. On documentary side copy of

purchased receipt as Exh. "PA", Original brochure as Exh. "PB", legal notice as Exh."PC" and postal receipts as Exh. "PC/1" & "PC/2".

5. In rebuttal, there is statement of RW1 and also the brochure as Exh."RA" and certificate of sale of Hybrid rice seed "Pokhraj" has been tendered in evidence.

6. Contention of the learned counsel for the complainant is that on assurance of representative of respondent No.1 that Hybrid rice seed "Pokhraj" imported by respondent No.1 is of high quality which gives yield 120/150 Man per Acre and crop will be prepared in 90 days. Complainant has purchased the said seed and has cultivated the same and being defective and substandard, paneeri could not be prepared as complainant's evidence in this regard remained un rebutted, so, he become entitled for relief prayed.

7. Conversely, while referring the cross examination of complainant who appeared as PW1 that the seed was cultivated on 25-03-09 it has been argued that violation of instruction of respondent's company regarding sowing season has been admitted. According to the learned counsel for the respondent is that brochure as Exh."PB" produced by the complainant the period for cultivation for Hybrid rice seed "Pokhraj" has been mentioned the 20 May to 20 June in Punjab.

8. In the light of respective arguments of parties have been heard, record has been carefully perused.

9. Purchase of Hybrid rice seed "Pokhraj" from the respondents is not disputed between the parties. Complainant's allegation is that paneeri could not be prepared has also not been denied categorically by the respondent. Taken up defense by the respondents is that fault lies on the part of complainant himself as without taking care of sowing season, printed on brochure the seed was cultivated in the month of March and April. On behalf of the complainant version is that assurance was provided by the representative of respondent No.1 that it could be cultivated earlier but neither said plea was not taken in the complaint nor any evidence has been produced. Complainant while appearing as PW is silent in this regard although he has stated that cultivation was made on the instruction of representative of respondent's company but name of said representative was disclosed. Similarly PW2 Main Ghafar Ahmed who is real brother of complainant and PW3 are silent in this regard. Brochure of the said Hybrid rice seed "Pokhraj" has been tendered in evidence by the complainant himself and in same the sowing season 20 May to 20 June is mentioned in Punjab. In para No.3 of the complaint,

it has been mentioned after going through the brochure the seed was purchased by the respondent which means that the sowing season printed on the Exh."PB" very much in knowledge of the complainant. No plausible explanation has been put forth following the instructions of sowing season.

10. In view of above referred controversy about sowing season this Court has also called report from District Officer Agriculture (Extension) Gujranwala which also sputtering the respondent's contention as in same sowing season time mention 20 May to 20 June in the Punjab. Complainant and his witnesses have blamed that seed was faulty and substandard, it is strange enough that the field where seed was cultivated was not got examined by any expert.

11. In view of what has been stated above complainant's fault is being established as the seed was sworn earlier to its cultivation time, so, he is not declared entitled relief prayed for, hence, the instant complaint is hereby dismissed. File be consigned to record room after is due completion.

Announced:

29-09-11

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

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

29-09-11

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