

**IN THE COURT OF PERVEZ IQBAL SIPRA,  
DISTRICT & SESSIONS JUDGE / PRESIDING OFFICER,  
DISTRICT CONSUMER COURT,  
FAISALABAD.**

Complaint No	141/2016
Date of institution	26.05.2016
Date of decision	03.01.2017.

Ghulam Qadir S/o Babo R/o 388-E Main Road Adam Chowk  
Ghulam Muhammad Abad, Faisalabad.

**Versus**

Proprietor Al-Wadood Traders, Shop No.15/16 Bilal Ghanj Market,  
near Speed Star Ada, Sargodha Road, Faisalabad.

**Claim under Section 25 the Punjab Consumers Protection Act, 2005.**

**ORDER:**

The claimant has filed this complaint by contending that he purchased four decent visitor chairs from the defendant for Rs.15,000/-. The defendant gave warranty of chairs against any defect for the period of one year and six months but the chairs became defective within ten days. He contacted with the defendant and asked him to remove the defect. The defendant promised to remove the defect within 20/25 days but at the promised date, neither he removed the defect of chairs, nor returned his chairs. He gave notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005, but no reply, hence, the instant complaint.

2. The defendant was summoned. He appeared before the court and was asked to submit written statement. On 19.09.2016, no one appeared before the court on behalf of the defendant and consequently, he was proceeded against ex-parte.

3. The ex-parte evidence of the claimant has been collected.

4. Arguments heard, record perused.

5. The claimant entered into the witness box as PW-1 and submitted his affidavit Ex-P1 and also produced the receipt Ex-P2, the photocopy of notice Mark "P/A", the receipt of post office Ex-P-3 and the visiting card Mark "P/B". He also examined Danial Akram PW-2 and Sohail Iqbal PW-3, who fully supported his contention.

6. The receipt Ex-P2 shows that the Al-Wadood Traders sold four chairs for Rs.15,000/-. The chairs were defective and the claimant returned the chairs to the defendant for removing the defect but his grievance was not redressed. He gave notice to the defendant u/s 28 (1) of the Punjab Consumers Protection Act, 2005 well within time but was not replied. The witnesses PW-2 & PW-3 on oath stated that the claimant purchased the chairs which were defective and the defendant did not remove the defect, nor redressed the grievance of the claimant. There is not evidence on record in rebuttal, therefore, this court has no option but for accepting the claimant's evidence as true. While relying on the evidence of the claimant, it proves that he purchased four chairs for Rs.15,000/- but the same were defective. He returned the chairs to the defendant for removal of defect but neither he removed the defect, nor returned the chairs. The chairs are still with the defendant. The complaint in hand is well within time and has been filed by the claimant after fulfilling the pre-requisites of law. Hence, the complaint in hand is accepted and the defendant is directed to return the price of chairs amounting to Rs.15,000/- to the claimant. Section

10 of the Punjab Consumers Protection Act, 2005, restricts to grant damages, where the consumer has not suffered any damage from the product except the loss of utility. The claimant only suffered the loss of utility and no further damage was caused, therefore, he is not entitled to damages, however he is held entitled to costs amounting to Rs.5000/- incurred on legal proceedings. The defendant is directed to comply with this order within thirty days and if he fails to comply with this order, the proceedings u/s 32 (2) of the Punjab Consumers Protection Act, 2005 will be initiated against him. The Registrar of this court is directed to send a copy of this order to the defendant free of costs and the receipt thereof be ensured and got acknowledged. After due completion, the file be consigned to the record room.

**Announced**  
**03.01.2017**

**(Pervez Iqbal Sipra)**  
District & Sessions Judge/  
Presiding Officer,  
District Consumer Court, Faisalabad.

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

**Dated**  
**03.01.2016**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short order**

**Present:-**

**The learned counsel for the claimant.**

**ORDER**

Arguments heard.

2. Vide order dated even passed in English separately, the complaint in hand is accepted and the defendant is directed to return the price of chairs amounting to Rs.15,000/- and to also pay Rs.5000/- as costs incurred on the legal proceedings. After due completion, the file be consigned to the record room.

**Announced**  
**03.01.2017**

**(Pervez Iqbal Sipra)**  
District & Sessions Judge/  
Presiding Officer,  
District Consumer Court, Faisalabad.