

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

Complaint No                      50/2017  
Date of institution              28.02.2017  
Date of decision                 05.04.2018.

Hassan Raza Awan S/o Muhammad Yousaf Awan R/o House No.281, Street No.4, Mohallah Sohail Abad, Batala Colony, Faisalabad.

**Versus**

Matloob Hussain S/o Muhammad Pervez R/o Data Park Mansoor Abad, proprietor UBN Repairing Shop (Online Internet), Faisalabad.

**Claim u/s 25 of the Punjab Consumer Protection Act, 2005.**

**ORDER:**

By filing this claim, the claimant has contended that the defendant works for repairing wi-fi device and constructing tower. He for getting a tower established and internet functional at Chak No.120/JB Janobi, Sargodha, hired the services of the defendant. He paid Rs.2,50,000/- for purchasing internet equipment and Rs.40,000/- as consideration for services in the presence of witnesses. Lateron, the defendant said him that the product going to be purchased was without warranty and if better material was used, that would be good and the expenses for such a material of good quality would be Rs.95,000/- for 100 feets. Then, he again paid Rs.1,65,000/- to the defendant and in the way, he made payment of Rs.10,11,430/-. The defendant used defective material instead of the material of good quality. However, he obliged to compensate him, if the tower seemed defective in future. He repeatedly asked the defendant to use good material but he did not hear him and followed his own wish. After construction of the tower, he made

internet functional but on 12.06.2016, the tower fell down. He gave notice u/s 28 (1) of the Punjab Consumer Protection Act, 2005, to the defendant regarding faulty services and defective product but he did not redress his grievance, hence, the instant complaint.

2. Alongwith the complaint, the claimant has submitted an application u/s 28 (4) of the Punjab Consumer Protection Act, 2005, for extension of time by stating that both the parties remained in negotiation for settlement and ultimately, on 20.02.2017, the defendant denied to redress his grievance. The delay in filing the claim is justified, therefore, the time may be extended.

3. The defendant has contested the complaint by filing written statement. He has contended that there was no contract between he and the claimant and he never provided services to the claimant. The claim is time barred and the claimant has not come to the court with clean hands.

4. At pre-trial stage, no one offered for settlement and then, the evidence of both the parties was recorded.

5. The claimant himself entered into the witness box as PW1 and also examined Ghulam Hussain PW2 and Naeem Abbas PW3. They submitted their affidavits Ex-P1 to Ex-P3. The learned counsel for the claimant produced the documentary evidence which is Ex-P4, Mark P/A and Mark P/1 to Mark P/26. On the other hand, the defendant entered into the witness box as DW1 and also examined Muhammad Farooq DW2 and Bilal Ahmad DW3. They submitted their affidavits Ex-D1 to Ex-D3.

6. Arguments heard, record perused.

7. The claimant in his cross-examination has stated that in his village, he got tower established for internet service for his own used and with a planning to provide internet facility to other people. He got the tower established for commercial purpose and the material was purchased from the defendant. The services were obtained from the defendant in February 2016 and the tower disturbed in June 2016. On 12.06.2016, the claimant came to know about the alleged defect in the product and the faulty services of the defendant and it was the day, when he accrued the cause of action to file the claim. He filed the claim on 28.02.2017 thereby it is beyond the period of thirty days. Alongwith the complaint, the claimant submitted an application u/s 28 (4) of the Punjab Consumer Protection Act, 2005, for extension of time by stating that both the parties remained in negotiation for settlement and the defendant always used to ask for time and ultimately, on 20.02.2017, denied to redress his grievance. This very fact was to be proved by the claimant by producing his evidence, for getting the time extended. He himself entered into the witness box as DW1 and submitted his affidavit Ex-P1. In his affidavit, he stated nothing about the cause of delay narrated in the application Section 28 (4) of the Punjab Consumer Protection Act, 2005. The witnesses examined by him also remained silent in this respect. For getting the time extended, the claimant was to prove that both the parties remained in negotiation and the defendant used to ask for time and

lingered on the matter on such pretext. Without any evidence, the assertion of the claimant raised in the application u/s 28 (4) of the Punjab Consumer Protection Act, 2005, may not be accepted, thereby this very application is dismissed and consequently, the claim is deemed time barred.

8. In his cross-examination, the claimant admitted that he got the dower established for commercial purpose. Under Section 2 (c) of the Punjab Consumer Protection Act, 2005, if a person may not be deemed “consumer” who obtains any product for resale or commercial purpose. It has not been contended by the claimant anywhere that the product was bought for the purpose of his livelihood as a self-employed person. Hence, it is concluded that the claimant purchased the product and hired services for commercial purpose, therefore, he is not a consumer as defined u/s 2 (c) of the Punjab Consumer Protection Act, 2005.

9. For the reasons mentioned above, the claim is not maintainable, therefore, the others merits may not be discussed and consequently is dismissed. After due completion, the file be consigned to the record room.

**Announced**  
**05.04.2018**

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

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

**Dated**  
**05.04.2018**

**Presiding Officer,**  
**District Consumer Court, Faisalabad.**

**Short order.**

**Present:-**

**The learned counsel for the parties.**

**ORDER**

Arguments heard, record perused.

2. Vide order dated even passed in English separately, the complaint in hand is dismissed. After due completion, the file be consigned to the record room.

**Announced**  
**05.04.2018**

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