IN THE NAME OF ALLAH ALMIGHTY, THE MOST GRACIOUS AND THE MOST MERCIFUL.

**IN THE COURT OF MUHAMMAD KALEEM SHEIKH,
PRESIDING OFFICER / DISTRICT & SESSION JUDGE,
DISTRICT CONSUMER COURT, FAISALABAD.**

Hasnain Ali s/o Sultan Ali Mohallah Rasool Park Mraba No.19, Street No.10, Faisalabad. **(Claimant)**	**Muhammad Kamran Proprietor Madina Mobile Center Rehman Shaheed Road Bismillah Choke Madina Town, Faisalabad** **(Defendant)**
Claim No: **Date of Institution of Claim** **Date of decision**	**628/DCC-2009.** **18.07.2009.** **19.09.2009.**

Hasnain Ali
Versus
Muhammad Kamran Proprietor Medina Mobile Center.

Complaint under Consumer Protection Act 2005.

O R D E R:-

1. Briefly, the claimant Hasnain Ali purchased a mobile set model 6300 Nokia for consideration of Rs.4700/- on 08.06.2009, from Muhammad Kamran Proprietor Medina Mobile centre, with one year warranty but that the same mobile set went out of order within the warranty/guaranty period. As the defendant has neither replaced the defective mobile set with the mobile set free from any fault nor returned the purchase amount to the claimant on taking back the defective mobile, hence, this claim u/s 25 of PCPA 2005, after delivery of legal notice to the defendant u/s 28(1) ibid.
2. On 11.08.2009, the defendant Muhammad Kamran was present in person who availed opportunities for submission of written statement for 19.08.2009 and 22.08.2009, but none has appeared for him on 27.08.2009, hence, he has been proceeded ex-parte.

3. The claimant has produced his ex-parte evidence, wherein he got recorded his own statement as PW1, through his affidavit as EX-PW1/1, and tendered in his documentary proof the receipt of purchase EX-P1, postal receipt Ex-P2, and photo copy of legal notice Mark A.

4. After conclusion of claimant's evidence, the defendant was again issued notice to contest the claim if so desired, as the claim against him was likely to be decreed in view of the claimant's ex-parte evidence recorded in his absentia but in vain as none has appeared on his behalf for today.

5. Heard the arguments, record perused.

6. From the contents of the claim read with the affidavit EX-PW1/1, sworn by the claimant, it appeared that the claimant purchased the mobile set model 6300 Nokia from the defendant's shop on 08.06.2009, with one years guarantee but that the defendant refused to get back such mobile set despite defects in it. The claim is within warranty period. There is no evidence in rebuttal. An agreement/compromise was also filed on 11.08.2009, in this court showing that the defendant agreed to return the purchase amount Rs.4700/- to the claimant on receiving back defective product from the claimant. Such agreement bears signatures of the parties under neath it with Waqas and Ghulam Mustafa as marginal witnesses showing that the product sold was defective as this compromise was brought into black and white on intervention of the respectables of the locality.

7. From the above said scenario, the claim stands proved to my entire satisfaction. Therefore, the defendant shall now pay Rs.4700/- to the claimant as purchased amount of the mobile set when the claimant shall return the defective purchased product to the defendant. The defendant shall also pay an amount of Rs.10000/- as compensation and legal expenses. As such, the defendant shall pay total amount of Rs. 14700/- to the claimant within a period of 30 days other wise the matter shall be dealt with under section 32(2) of PCPA2005. File be consigned to the record room after its due completions.

Announced Muhammad Kaleem Sheikh,

19.09.2009. Presiding Officer/
District & Session Judge,
District Consumer Court, Faisalabad.

Certified that this judgment consists of three pages, dictated, signed and corrected by me.

Muhammad Kaleem Sheikh,
Presiding Officer/
District & Session Judge,
District Consumer Court, Faisalabad