

**In the Court of Mr. Muhammad Aslam
District & Sessions Judge/ Presiding Officer
District Consumer Court Bahawalnagar**

Complaint No 37/17
Date of institution 30-11-17
Date of decision. 08-08-19

**Khan Muhammad S/o Muhammad Ramzan Caste Joyia R/o Basti Farm
Tekhat Muhai Tehsil & District Bahawalnagar.**

V/S

- 1. Usama Naseem Choudhary, Tehsil Manager Green Zone Company
Pvt Ltd R/o Hassan Town, Faisal Colony Bahawalnagar.**
- 2. Choudhary Habib Spray Center, Supplier Adda Takhat Mahal Tehsil
& District Bahawalnagar.**
- 3. Muhammad Maqsood F.O Green Zone Company Cura Basti Road
Tehsil & District Bahawalnagar.**

**Complaint u/s 25 of PCPA 2005 for
damages of Rs. 12,00,000/- for
providing of defective seed.**

Order.

The complainant has filed the present complaint against the defendants with brief contentions that complainant is farmer whereas defendants are the Manager of Green Zone company, dealer and field officer of the same. It is stated the defendants surveyed the area of the complainant and convinced him that seed of their company is of best in quality and will give the produce of cotton about 40/45 Mond per Acre. The complainant purchased 18 packs of seed from the shop of defendant No. 2 against a consideration of Rs. 30,000/-. It is stated the complainant prepared the land for sowing the cotton crop with consultation of defendant No. 1 under the supervision of defendant No. 3 and sowed the seed but seed did not germ for which the complainant suffered heavy loss of Rs. 12,00,000/- on account of non-germination of land, purchase of seed, labour and expenses of irrigation etc. The complainant approached the defendants for compensation of his loss but all in vain. Being aggrieved after service of legal notice upon the defendants, he filed the instant complaint before this court.

2 The defendants have contested the complaint by filing written statement both on law and facts. It is maintained that defendants sold the company's attested seed to the complainant against the company rate of Rs. 30,000/- but did not give any guarantee regarding produce of the cotton and seed was not germinated due to irrigation of brackish water. It is prayed that complaint be dismissed with costs.

3 The complainant appeared as PW-1 tendered his affidavit as Ex-P/1 and in documentary evidence tendered purchase receipt Ex-P/3 and also produced PW-2 who tendered his affidavit Ex-P/2 whereas on the other hand, defendant No. 1 appeared as RW-1, tendered his affidavit Ex-R/1,

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defendant No. 2 appeared as RW-2 tendered his affidavit Ex-R/2 and defendant No. 3 appeared as RW-3 and tendered his affidavit as Ex-R/3.

4 .. Learned counsel for the complainant argued that defendant No. 1 was the Area Manager of Green Zone Company and this fact has been admitted by him. It was his duty to convince the farmers to purchase the seed and pesticide of the company and on his instigation he purchased the seed and prepared the land for sowing of cotton crop on his instruction under the supervision of his field officer defendant No. 3 and purchased seed from defendant No. 2 the authorized dealer of defendant No. 1. It is contended that defendants sold/provided defective seed to the complainant due to which his crop did not grow up and he had to bear the heavy loss of Rs. 12,00,000/- which is a violation of Consumer Protection Act 2005 and prayed that complaint be decreed against the defendants with heavy costs.

5 Contrary, learned counsel for the defendants contended that seed was not germinated due to irrigation of brackish water and it is argued that complainant purchased the seed with his own choice and there was no

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Bahawal Nagar .. It is contended that complainant filed the instant complaint against the defendants without any justification just to extort the money from the defendants being businessman and nothing else. It is prayed that complaint be dismissed with heavy costs.

6 Arguments heard: record perused.

7 After hearing the arguments and perusal of record the court finds that case of the complainant is that the seed sold to him by the defendants was defective which was not grown/germinated due to which he had to suffer from heavy loss whereas stance of the defendants is that seed was not germinated due to irrigation of brackish water to the field. The whole emphasis of the defendants is that seed was not germinated due to irrigation of brackish water to the field where seed was sowed. Onus to prove was on the complainant to rebut this fact by obtaining the laboratory report regarding the water irrigated but complainant failed to produce any report before this Court that water was not brackish. The stance of the

complainant that he purchased the seed on the assurance of defendant No. 1 regarding produce of 40-45 monds per Acre is also not corroborated with any documentary evidence. Purchase receipt Ex-P/1 is a hand writing receipt does not contain any terms and conditions regarding germination of seeds etc. The complainant has also failed to produce any report of Agriculture Department regarding defective seed and his loss. Neither he obtained any report regarding chemical analysis of his land to exclude other factors The evidence of PW-2 is not so relevant for decision of the case. PW-2 has failed to corroborate the stance of the complainant taken in the complainant. The complainant admitted in cross examination that there was also brackish water in vicinity of his field along with other normal irrigated water.

8 More over the complainant purchased the product of Green Zone Company but he did not serve legal notice upon the principal company and also not impleaded it in his complaint. He made party the Manager of the company as defendant No. 1, shopkeeper defendant No. 2 and another employee Field Officer Defendant No.3, who cannot be held responsible without impleading the manufacturing company merely on the allegations that upon their suggestions the complainant purchased the seed. The complainant has also failed to produce any documentary evidence in support of his complaint, whole the complaint is basis on verbal assertions which are not plausible.

For the reasons stated above the complainant has failed to prove his case, so the complaint is hereby dismissed.

After completion, file be consigned to record room.

Announced
08-08-19


Muhammad Aslam
D&SJ/Presiding Officer
District Consumer Court Bahawalnagar

It is certified that this Order consists of three pages which have been dictated, corrected and signed by me.

Announced
08-08-19


Presiding Officer
D&SJ/P.O, DCC, Bahawalnagar