

**In the Court of Qamar Ijaz**  
**District & Sessions Judge/Presiding Officer**  
**Consumer Court Districts Sheikhpura, Nankana Sahib, Kasur**  
**& Lahore**

<i>Complaint No.</i>	659/2016
<i>Date of institution</i>	01-12-2016
<i>Date of decision</i>	20-12-2018

**Khawaja Usman Khalid s/o Khawaja Khalid Mahmood r/o Shop No. B-8, Mall Plaza, 73-The Mall, Lahore.**

**Complainant**

V/s

**Muhammad Azeem Proprietor Subhan Battery Center, Shop No. 55-3, Badami Bagh, General Bus Stand near Pak Tractor House, Lahore.**

**Defendant**

**COMPLAINT U/S 25 of PCPA 2005**

**ORDER**

Khawaja Usman complainant contends that on 10-06-2016, he purchased a new Millat Battery 175-AH from the defendant shop for a consideration of Rs. 10,900/- with six months warranty. Soon after its purchase, the battery developed fault for which he approached to the defendant for redressal of his grievance. On 04.11.16, the defendant received battery with promise to replace it but then refused. The complainant served a legal notice to the defendant and then filed instant complaint for recovery of paid price Rs.10,900/- with damages Rs.5,00,000/-.

2. The defendant was served with a notice who failed to appear and was proceeded against ex-parte on 04.01.17, that followed ex-parte decree dated 13.03.17. Then execution proceedings were initiated and arrest warrant of defendant were issued whereupon he submitted an application for setting aside ex-parte proceedings which was allowed on 13.09.18 with costs Rs.2000/-and case was adjourned for filing written statement. Due to failure of the defendant to pay cost and submit written statement within stipulated 30 days period, his right was struck off on 15.10.18, and he was also proceeded against ex-parte.

3 The complainant relied upon his already produced ex-parte evidence consisting upon his own statements as PW-1, his sworn affidavit Exb-P/1, payment receipt Exb-P/2, battery receiving receipt Exb-P/3, Warranty card Exb-P/4, copy of legal notice Mark P/A and copy of dispatch receipt Mark P/B.

4 From the above discussed ex-parte evidence which has gone un-rebutted, the relationship of Consumer and Seller is established between the parties. Sending of legal notice is also established. The purchase of battery, its being faulty, approaching the complainant to the defendant for redressal of his grievance, dropping the battery at the shop of defendant, are all proved facts. It is also established that defendant has failed to redress the grievance of the complainant, so keeping in view the restrictions contained in Section 10 and as per requirement of Section 31 of PCPA 2005, complaint is allowed partially ex-parte against the defendant with the direction to refund received price of battery Rs.10,900/- to the complainant. Because of the attitude of the defendant for non payment of cost Rs.2000/- and non submission of written statement, on account of litigation charges complainant is held entitled for recovery of Rs. 7000/- only. Rest of the claim regarding damages etc, being not justified/proved is declined and to that extent complaint is dismissed.

**Announced**  
**20-12-18**

**Qamar Ijaz**  
**D& SJ/Presiding Officer**  
**District Consumer Court,**  
**Lahore.**

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

**Announced**  
**20-12-18**

**Qamar Ijaz**  
**D& SJ/Presiding Officer**