

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

|                     |             |
|---------------------|-------------|
| Complaint No        | 165/2017    |
| Date of institution | 30.06.2017  |
| Date of decision    | 23.01.2018. |

Khurram Saleem Sheikh S/o Sheikh Muhammad Saleem R/o House No.P-161, Batala Colony, Faisalabad.

**Versus**

Proprietor Shine Electric Store, Bora Street, Bowana Bazar, Faisalabad.

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

**ORDER:-**

The claimant by filing this complaint has contended that on 02.05.2017, he purchased ten LED energy savers (3/W) and one LED energy saver (18/W) from the defendant of Rs.1250/- and the defendant gave one year warranty. On 30.05.2017, he used the LED energy savers and seven there from appeared defective while three worked properly. On 01.06.2017, he made a complaint to the defendant in the respect to seven LED energy savers, the price of which was Rs.560/- but he denied to fulfill the terms and conditions of warranty. Then, he gave notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005, to the defendant on 05.06.2017, but of no avail, hence, the instant complaint.

2. The summons was issued to the defendant through the process server and registered post but he could not be served. Ultimately, the summons was got published in the newspaper "Daily Dunia" Faisalabad, but despite all it, he did not appear before the

court and consequently, was proceeded against ex-parte and then the ex-parte evidence of the claimant was recorded.

3. Arguments heard, record perused.

4. The claimant himself entering into the witness box as PW1 and also examined Mehmood Afzal PW2. They both submitted their affidavits and reiterated the contents of the complaint. The receipt Ex-P3 shows that the defendant sold ten LED energy savers for Rs.1250/- and gave one year warranty. Seven LED energy savers were defective, the price of those is Rs.560/-. The defendant is under an obligation is to fulfill the terms and conditions of warranty and he is to replace the LED energy savers by new one. The copy of notice stately sent to the defendant is on file as Mark P/A and the receipt of post office is Ex-P2. The claimant has filed this complaint well within time. No evidence is on record in rebuttal thereby the court has no option but for accepting the ex-parte evidence of the claimant as true.

5. For what has been discussed above, the complaint in hand is accepted and the defendant is directed to replace seven LED energy savers by new or to pay the price which is Rs.560/- on return of the defective LED energy savers and further to pay Rs.400/- as compensation to the claimant because he suffered expenses for visiting the defendant's shop. 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

(3)

he is held entitled to Rs.5000/- as costs incurred on legal proceedings. The defendant is directed to comply with this order 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 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**  
**23.01.2018**

**(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**  
**23.01.2018**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short order**

**Present:-**

**The learned counsel for the claimant. The ex-parte evidence of the claimant has been recorded.**

**ORDER**

Arguments heard, record perused.

2. Vide order dated even passed in English separately, the complaint in hand is accepted and the defendant is directed to replace seven LED energy savers by new or to pay the price which is Rs.560/- on return of the defective LED energy savers and further to pay Rs.400/- as compensation to the claimant because he suffered expenses for visiting the defendant's shop and also to pay Rs.5000/- as costs incurred on legal proceedings. After due completion, the file be consigned to the record room.

**Announced**  
**23.01.2018**

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