

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

Complaint No                    310/2014  
Date of institution        14.11.2014  
Date of decision            05.05.2017.

Muhammad Gulbaz S/o Ch. Muhammad Ali R/o House No.P-280,  
Chak No.122 JB, Noor Pur, Faisalabad.

**Versus**

Manager Suzuki Faisalabad Motors, 9-10 Muslim Town No.3,  
Sargodha Road, Faisalabad.

**Claim u/s 28 of the Punjab Consumers Protection Act, 2005.**

**ORDER:**

Through the above captioned complaint, the claimant has contended that on 12.09.2013, he handed over his Suzuki (Mehran) car bearing Registration No.FDA-08-1025, Engine No.PKB-407757 and Chassis No.SB-308PK946278 to the defendant for denting / painting and the amount of Rs.29,025/- was demanded from him as consideration. It was settled between the parties that the car after denting / painting as per job description would be handed over to the claimant on 27.09.2013. He asked the defendant only to make cleanness of the roof of car, as the roof was not required to be got painted. On 27.09.2013, he contacted with the defendant but he replied that the work was not complete and when the job was completed, he would be informed. On 15.10.2013, the defendant handed over the car to him with delay and also received from him Rs.32,960/- instead of Rs.29,025/-. He was astonished to see that the roof of car was painted while he never asked for such job and the defendant did so at his own. Because of the painting of roof, the price / value of the car decreased. Moreover, the deck of the car was not working and some work of wiring was uncompleted which he got

completed from another electrician. In the way, the service rendered by the defendant was faulty because of which he suffered monetary loss and mental agony. He gave notice to the defendant u/s 28 (1) of the Punjab Consumers Protection Act, 2005, but no reply, hence, the instant complaint.

2. The defendant contested the complaint by filing written statement. He contended that the claimant asked for repairing of his car and the assessment of consideration was Rs.29,025/-. At the time, no demand for getting the roof painted was made but later on the claimant asked to paint the roof also, thereby the amount of consideration increased and the total bill was charged Rs.32,960/-. This amount was paid by the claimant and he signed the satisfaction note.

3. At pre-trial stage, none of the parties offered for settlement and then both the parties were asked to produce their evidence. The evidence of the parties have been recorded.

4. Arguments heard, record perused.

5. The claimant entered into the witness box as PW1 and reiterated the contents of the complaint. In his cross-examination, he admitted that he signed the job card (Ex-R1) and paid Rs.32,960/- and received his car. He denied that he entered a note on the job card regarding the standard / quality service of the defendant. When he asked the defendant to repair his car, he prepared the bill of Rs.29,025/- but later on, he charged for roof paint while he had not asked for it.

6. The job card (Ex-R1) which was tendered by the defendant shows that the expenses for denting / painting of the car were assessed at the first Rs.29,025/-. At the first, the bill was prepared in the computer but at the time of receiving the amount from the claimant, some cutting was made by the defendant with hand, showing that the roof was painted and the amount of Rs.32,960/- was also written instead of Rs.29,025/-. The claimant has explained that without signing the job card and paying the bill, the car could not be delivered to him and he paid the amount and signed the job card for receiving his car. The job card Mark "P/D" was prepared at the first and the amount was charged Rs.29,025/-. The defendant's version is that the claimant lateron, after the delivery of his car and getting the job description, asked to paint the roof also. On behalf of the defendant, no evidence is available in support to his this version, so the evidence of the claimant being un-rebutted is accepted, whereby, it seems that the claimant never asked for painting the roof of his car and the defendant did this job at his own and also charged for it. For painting the roof of car, the claimant charged about Rs.3935/- more. Nothing has been explained how much the price of car decreased in the market because of roof paint. Hence, no findings may be given in the respect and the claimant also is not entitled to receive damages from the defendant in this respect. The claimant's version is that the deck was not working properly and he got the work of deck and wiring completed from another electrician but no such electrician has been brought before the court and examined. The claimant produced a

receipt in the respect but the same may not be taken as admissible because the executant thereof has not come to the court in its support. The electrician who completed the work of deck and wiring was a material witness but was with held by the claimant without any plausible cause, hence, the claimant's stance regarding the work of deck and wiring is refuted.

7. For what has been discussed above, the complaint in hand is partly accepted and the claimant is held entitled to recover the amount of Rs.3935/- which was received from him by the defendant in excess, for painting the roof of his car. The claimant is also held entitled of costs amounting to Rs.5000/- 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 the 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**  
**05.05.2017**

**(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**  
**05.05.2017**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short Order****Present:-**

The learned counsels for the parties.

**ORDER**

Arguments heard, record perused.

2. Vide order dated even passed in English separately, the complaint in hand partly accepted and eth claimant is held entitled to recover Rs.3935/- which was received from him by the defendant in excess for painting roof of car also. The claimant is also held entitled of costs amounting to Rs.5000/- incurred on legal proceedings. After due completion, the file be consigned to the record room.

**Announced**  
**05.05.2017**

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