

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

Complaint No 42/20117
Date of institution 17.02.2017
Date of decision 12.01.2017.

Muhammad Shahbaz S/o Muhammad Aslam R/o Street No.24,
Mohallah Raza Abad Bazar No.2, Faisalabad.

Versus

Sher-e-Rabani Welding & Repairing Works, Ada Madan Pura,
opposite Raza Abad Bazar No.1, Faisalabad.

Claim u/s 25 the Punjab Consumers Protection Act, 2005.

ORDER:-

The claimant by filing this complaint has contended that he purchased a geyser from the defendant on 30.12.2015 for Rs.22,500/- and then made the same installed at his home. While selling the geyser, the defendant issued a receipt and gave warranty for seven years. On 20.01.2017, the geyser went out of order and he informed the defendant and asked him to fulfill the terms and conditions of warranty. He repeatedly contacted with the defendant but he always adopted evasive conduct and did not redress his grievance. Ultimately, he gave notice to the defendant u/s 28 (1) of the Punjab Consumer Protection Act, 2005 but of no avail, hence, the instant complaint.

2. The defendant appeared before the court in person and was asked to submit written statement. On 01.06.2017, he did not appear before the court and consequently, was proceeded against ex-parte and his right to defence was struck off and the ex-parte evidence

of the claimant was recorded. At the stage, the defendant submitted an application for setting aside the ex-parte proceedings but his application was dismissed for non appearance on 05.10.2017. He again filed an application for restoration of his application for setting aside the ex-parte proceedings and the claimant submitted its written reply. The date 03.01.2018 was fixed for arguments but no one appeared before the court on behalf of the defendant and this very application was also dismissed for non prosecution.

3. Arguments heard, record perused.

4. The claimant himself entered into the witness box as PW1 and also examined Muhammad Islam PW2. They both submitted their affidavits Ex-P1 and Ex-P4 and reiterated the contents of the complaint. The receipt Ex-P2 shows that the defendant sold a geyser to the claimant for Rs.22,500/- and gave seven years warranty. The geyser went out of order within the warranty period. The receipt Ex-P3 shows that the claimant sent a notice to the defendant through courier service well within time and the copy of the notice is Mark P/A. No evidence is on record in rebuttal, therefore, the court has no option but for accepting the ex-parte evidence of the claimant true.

5. The defendant sold the geyser and gave warranty for seven years. Within the warranty period, the geyser went out of order and in the respect, when no evidence in rebuttal, the affidavits submitted by the claimant and PW2 are relied upon. As the product has become defective within the warranty period, the defendant is responsible to compensate the claimant, therefore, he is ordered to

replace the geyser by new one or to pay the price thereof amounting to Rs.22,500/- subject to return of the geyser with the claimant. Section 10 of the Punjab Consumer 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 he is held entitled to costs amounting to Rs.7500/- incurred on legal proceedings. The defendant is directed to comply with this order within thirty days and if he fails to comply with this order, the proceedings u/s 32 (2) of the Punjab Consumer 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
12.01.2018

(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
12.01.2018

Presiding Officer,
District Consumer Court, Faisalabad.

Present:-

The learned counsels for the claimant.

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 the geyser by new one or to pay the price thereof amounting to Rs.22,500/- subject to return of the geyser with the claimant and also to pay Rs.7500/- as costs incurred on legal proceedings. After due completion, the file be consigned to the record room.

Announced
12.01.2018

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