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**In the Court of Mian Abdul Ghaffar, District & Sessions Judge / Presiding  
Officer, District Consumer Court, Multan**

**Malik Khadim Hussain Maitila R/o Maitila Law Associates upper  
Story Sherwani Brothers near Nishat Girls High School, Civil Line  
Road, Multan.**

**(Complainant)**

**Versus**

- 1- The Manager / Proprietor Super Squad Shop # 24-38, Ground Floor  
Bomanji Square Plot # 2(Bang # 84), Nusrat Road, Multan Cantt  
Multan.**
- 2- The Manager / Director Sefam (private) Limited 21-Waris Road,  
Lahore.**

**(Respondent)**

Case No. 01/2015

Date of Institution 01.01.2015

Date of decision 24.05.2018

**COMPLAINT UNDER SECTION 25 OF PUNJAB CONSUMER  
PROTECTION ACT, 2005.**

**ORDER:**

1. The complainant brought this complaint with the contention that on 01.11.2014, he purchased children's shirts of different sizes from the respondent No. 1 in consideration of Rs. 5,262/- under the conditions that in case of any complaint / defect about the quality, size, stitching, fitting & colour, the same will be exchanged / replaced within ten days and the respondent No. 1 issued receipt in this regard but when the complainant reached home, he found that same were defective in size, quality & stitching etc and on next day i.e 02.11.2014, he visited the shop of respondent No. 1 and made a complaint about the defective shirts but the respondent No. 1 totally rejected to accept the claim of the complainant and refused to exchange the shirts or to refund the amount of shirts and caused mental as

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well as financial loss to the tune of Rs. 205,262/-. The complainant also served legal notices on the respondents but the grievance of the complainant had not redressed by the respondents. Hence, this complaint has been filed by the complainant.

2. Due process for the attendance of the respondents was issued and the respondents appeared in the court, filed written statement in which they admitted the fact of purchase of shirts and issuance of purchase receipt and after arguments, the case was fixed for evidence of the parties and after completing the evidence of the complainant, on 16.05.2017, witness Hassan Raza Irshad tendered his affidavit EXD-1 and recorded his statement as DW1 in evidence of the respondents and the case was adjourned time and again for documentary evidence of the respondents but on 07.03.2018, no one appeared from the side of respondents and after adopting due course of law, ex-parte proceedings was initiated against the respondents. Since the evidence of the complainant had already been completed in which he produced photocopy of purchase receipt Mark-A, photocopies of legal notices Mark-B & Mark-B/1 and photocopies of legal notices Mark-C & Mark-C/1 and the same were considered in ex-parte evidence of the complainant and the case was fixed for ex-parte arguments.

3. The learned counsel for the complainant has argued the case and

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stated that the complainant purchased the product from the respondent No. 1 under the conditions that in case of any complaint / defect about the quality, size, stitching, fitting & colour, the same will be exchanged / replaced within ten days but he found that the same were defective and low quality and on next day i.e 02.11.2014, he visited the shop of respondent No. 1 and made a complaint about the defective shirts but the respondent No. 1 totally refused to exchange the shirts or to refund the amount of shirts and he suffered financial as well as mental loss due to act of the respondents and prayed that the complaint be allowed.

4. I have carefully gone through the record and of the view that respondents appeared in the court, filed written statement in which they admitted the fact of purchase of shirts and after cross-examination on PW1 from the side of respondents, case was fixed for evidence of the respondents and although in evidence of the respondents, witness Hassan Raza Irshad also tendered his affidavit EXD-1 but meanwhile on 07.03.2018, no one appeared from the side of respondents and after adopting due course of law, ex-parte proceedings was initiated against the respondents. The oral as well as documentary evidence as produced by the complainant is un-rebutted as the respondents have been proceeded ex-parte. The photocopy of purchase receipt Mark-A shows that the complainant purchased shirts

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from the respondents but the same were found defective and low quality. The photocopies of legal notices Mark-B & Mark-B/1 and photocopies of legal notices Mark-C & Mark-C/1 reveals that complainant sent the legal notices to the respondents and after receiving legal notices, it was duty of respondents to redress the grievance of the complainant but they failed to do so. The oral evidence as well as documentary evidence as produced by the complainant supports the contention of the complainant. So in this background, it is concluded that product of the respondents were found defective and of low quality and despite contacts with the respondents, the respondent No. 1 neither replaced the shirts with a new one nor returned the price of shirts to the tune of Rs. 5,262/- to the complainant. So the complaint is hereby accepted partially and the respondent No. 1 shall replace the shirts with a new one or to pay the amount of shirts to the tune of Rs. 5,262/-. The conduct of the respondents caused mental as well as financial loss as is evident from the evidence produced by the complainant. So, Rs. 20,000/- as compensation in terms of financial as well as mental loss is decreed equally. File be consigned to record room after its due completion.

Announced

24.05.2018

(Mian Abdul Ghaffar)  
District & Sessions Judge/Presiding Officer,  
District Consumer Court,  
Multan.

### Certificate

Certified that this order consists of four pages and each page has been dictated, read over and signed by me.

Dated:  
24.05.2018

District & Sessions Judge/Presiding Officer  
District Consumer Court,  
Multan.