

IN THE COURT OF MUHAMMAD IRSHAD SIPRA DISTRICT & SESSIONS
JUDGE/PRESIDING OFFICER DISTRICT CONSUMER COURT SARGODHA.

Case No. 28/2010
Date of Institution 07.04.2010
Date of decision 20.05.2010

Malik Muhammad Akram
(Complainant)

Versus

Proprietor Zaheer Electronic Ameen Bazar Sargodha.
(Respondents)

ORDER
20.05.2010

The petitioner, Malik Muhammad Akram, in his application has maintained that on 14.09.2009, he has purchased an energy saver HI-LUMINAR (20 Watt) serial No. 2536478691054 from the respondent/Zaheer electronic Ameen Bazaar Sargodha. He maintained that as per terms & conditions the manufacturer company has given warranty of one year as per term & conditions printed on the box. He maintained that the energy saver has gone out of order within the stipulated period of warranty. He further maintained that since 08 March 2010 he has gone five time on the shop of the respondent for replacement of energy saver but they have not listen to the petitioner and have not been replaced the energy saver. He maintained that he served the respondent with notice as per requirement of consumer Act.

He accordingly maintained that the respondent be called upon to replace the energy saver and sum of Rs. 5000/- be awarded as compensation/damages.

The respondent has submitted written reply wherein he raised preliminary objection as to maintainability of this application; on facts he has admitted that the petitioner has purchased energy saver about 10 months before. The respondent maintained that the warranty of energy saver was for 10 months and the application has been filed after expiry of period of a warranty for one year as mentioned on the box starts to the run from the date of sale of energy saver from the ware house of distributor but for the consumer, warranty period is only for 10 months. With this assertion he prayed for rejection of this claim/application.

Arguments have been heard.

On the box of energy saver following terms and conditions have mentioned:-

1. **On this product Hi-Luminar lighting offers one year replacement warranty from the date of purchase.**
2. **This product will be replaced free of cost during this period in case of any manufacturing defect.**
3. **Energy saver will not be replaced if;**
 - The box & saver serial No. does not match.**
 - ✓ **Energy saver break.**
 - ✓ **Energy saver rusted.**
 - ✓ **The mentioned date expires.**
 - ✓ **Without energy saver box.**
 - ✓ **Saver fuse due generator power.**
 - ✓ **Used in rain or moisture situation.**

As per condition No. 01, one year replacement warranty from the date of purchase has been given. The contention of the respondent is that this period of warranty (one year) is the period from date of sale of energy saver from ware house of distributor; he maintained that the sale of energy saver by the retailer to the consumer, the period of warranty is only for 10 months. In support of this he as produce a letter dated 20.04.2010 issued by Hayat Autos commercial Importers the Distributor of energy saver.

Now as per letter issued by the distributor the period of warranty of 10 months has been provided by end user, while on the box the period of warranty for one year from the date of purchase has been mentioned. The terms and conditions on the box are relevant for the sale of product tto the consumer. At the time of purchase the consumer can only look the terms and conditions as mentioned on box but not the terms and condition mentioned on any private document executed between the shopkeeper and the distributor; so the private documents has nothing to do with the consumer.

In these circumstances to my mind the period of warranty is one year, as mentioned in condition No. 01 printed on the box by manufacturing company.

The sale of product energy saver has been admitted by the respondent in his written reply but at the time of arguments the respondent has taken the new stunt, that energy saver and box produced by the petitioner in the court has not been purchased from his shop. The stance of respondent is in contradiction to his

admission made in the written reply, wherein he has admitted that the energy saver has been purchase by the petitioner from him.

In these circumstances the petitioner is entitled for the replacement of energy saver from the respondent and at the same time the respondent is bound to replace the energy saver as per condition No. 01 mentioned on the box. So, application of the petitioner is accepted and respondent is directed to replace the energy saver as per condition no. 01 and also to pay cost of suit to petitioner to tune of Rs. 2000/-. File be consigned to record room after due completion.

Announced
20.05.2010

Sd/
Muhammad Irshad Sipra
District & Sessions Judge /
Presiding Officer,
District Consumer Court,
Sargodha.