

**IN THE COURT OF MR.ABDUL HAFEEZ
DISTRICT AND SESSION JUDGE / PRESIDING OFFICER
DISTRICT CONSUMER COURT, RAWALPINDI
(Case No. 60 of 10.05.2017)**

Manzoor Ahmed Rana S/O Ch. Aziz R/O House
No. 0/1192, Mohallah Haripura, Rawalpindi.

(Complainant)

Versus

The Country Manager Shaheen Air International
Head Office at terminal 1 Road Jinnah
International Airport, Karachi.

(Respondent)

**COMPLAINT / PETITION UNDER SECTION 28 OF THE
PUNJAB CONSUMER PROTECTION ACT, 2005**

ORDER
21.10.2019.

Briefly stated facts of the case are that the complainant is an advocate of the Supreme court of Pakistan Islamabad who intended to proceed to Kingdom of Saudi Arabia to perform Umrah and for that matter the complainant purchased returned ticket through travel agent to travel by air through Shaheen Air International from Islamabad to Jeddah and back to Islamabad;- that the seats of the complainant were confirmed as given herein below;-

- 1) NL 719B Islamabad / Jeddah March 10,2017 on time departure 7:15 Hrs arrival 11:15 hours.

- 2) NL 720B Jeddah / Islamabad March 20-2017 on time
Departure 0415 Hrs arrival 11:15 hrs.

Both of the seats were confirmed photocopy of the
Shaheen Air ticket 19Y6EDBI is attached.

That on 09-03-2017 when the complainant reached at Benazir Bhutto international Airport at 7:15 pm at contacted the office of the Shaheen air international , it was told there is a delay in the flight and now the flight shall take off at 7:15 am on 10-03-2017 without any prior notice and information regarding the delay aforesaid to the complainant;-that office of the respondent at Benzair Bhutto international Airport remained reluctant to tell the reason of delay aforesaid about 13 hours in the flight to the complainant and did not tell any reason at all;- that on 10-03-2017, the flight took off at about 8:45 am and reached to the destination i.e. Jeddah Air port at 2:15 pm it is not out of place to mention here that the office of the respondent at the Benazir Bhutto international Airport with great efforts of the complainant or other managed the stay of the complainant's hotel leads international a very poor and low graded hotel situated in a Faisal colony main Air port Road, Islamabad. The room wherein the complainant and other passenger namely Asim Mushtaq was stayed was dirty un cleaned with dirty blanket and dirty bed covers. The hotel did

not had been even the provisions of drinking water where a parcel of food like savour food was provided to the complainant without any tea and breakfast in the morning;- that the delay in the flight from Islamabad to Jeddah caused not only mental torture and bodily pain but it also caused spiritual damage to the complainant. it lost complainant's Tahjad prayer along with Fajar and Juma Tul Mubarik in particular and thereafter prayers of Asar to Isha which was a great loss as the complainant was deprived of from the Sawaab and other spiritual barkat at the Holy Harampak at Mecca. Had there been no delay in the flight the complainant would have been blessed by all the aforesaid offering of prayers and showing of other blessings of Allah Al- mighty. The delay in the flight was without any reason and rather it was with malafide intention on the part of the respondent Shaheen Air international was defective of faulty. it conduct being service provider is in contravention of the related laws. Similarly the flight of Shaheen Air international was delayed by more than 8 house from Jeddah Airport KSA for Islamabad as it was to take at 4:15 am on 20-03-2017 but it took off at about 12 Noon from Jeddah Airport on 20-03-2017 and landed at Benazir international airport at about 7pm;- that neither any prior notice or information was given to the complainant regarding

the delay aforesaid by Shaheen international nor it told any reason for its delay which caused a great deal of inconvenience and loss of maghrib prayer and Isha prayer at the Holy harram at mecca depriving the complainant of Sawaab and other Barkats of Almighty Allah and the complainant was shocked, tortured, damaged spiritually physically and mentally as well ;- that loss detailed above although cannot be measured and calculated in any terms of money yet the complainant is entitled to receive at least Rs 1 crore as token of compensation from the respondent;- that the cause of action to sue the respondent had firstly accrued on 09-03-2017 lastly on 12-04-2017 and finally on 20-03-2017 when the respondent refused the claim of the complainant through reply of the notice of the complainant delivered at Rawalpindi on that the cause of action had since accrued at Rawalpindi as stated above and the same is still continued ;- that the payment of court fee is exempt under the law lastly it is prayed that under the facts and circumstances given above the complainant's claim of Rs 1 Crore against the respondent M/S Shaheen Air international be accepted the respondent be ordered to make the payment of the same to the complainant as compensation with a cost of Rs. 25000/-

2. On the other hand the defendant filed the written statement take preliminary objections that the Hon'ble Supreme Court of Pakistan held in a case reported at PLD 2011 Supreme Court 282 that damages for mental agony are not claimable in respect of air travel from airline;- that notwithstanding the position taken by the respondent in parawise reply on facts regarding the claim of alleged damage, it is hereby expressly stated that the Respondent is not liable for alleged damage, if any caused to the complainant under the Carriage by Air Act, 2012(the "Air Act") the terms and conditions of contract of the ticket and the Shaheen Airline conditions of carriage (the "conditions of carriage") that the Air Act provides in Article 3(2) of the second schedule that the passenger ticket shall constitute prima facie evidence of the conclusion and conditions of the contract of carriage. The conditions of carriage provide the same in Article No. 3.1.1 which states that the Ticket constitutes prima facie evidence of the contract of carriage between carrier and the passenger named on the Ticket;- that Article 10.1 of the conditions of carriage, which is essentially the contract of carriage between the complainant and respondent, clearly sets out that schedules of flights cannot be guaranteed and there will be no responsibility of the respondent in this regard as

a number of factors can affect the scheduled time of any flight, most of them technical in nature and not caused or foreseen by the respondent. The relevant part of the ticket is produced hereunder.

“flight times and flight durations are not guaranteed and do not form part of contract as per conditions of carriage. Schedules are subject to change without notice. We assure no responsibility for making connection”;-

that the contract between the complainant and the respondent in Articles 10.1.1 & 10.1.2 sets out the responsibility of passengers to notify the carrier about their local and destination contract details which facilitates the carrier in keeping the passengers updated. Article 10.1.1& 10.1.2 read as under.

10.1.1 “we may need to change the departure time of your flight and or the departure or destination airport after your ticket has been issued. It is your responsibility to give us and our authorized agent (if the ticket has been purchased from the agent) contact information (telephone or mobile number) both local and of destination so that we or that our

authorized agent can try to notify you if any change. If the change is not acceptable to you and we are unable to reserve space for you on an alternate flight which is acceptable, you will be entitled to full refund of the ticket. Apart from this, we will have no liability to you for any loss or expense whatsoever"

10.1.2 it is your duty to provide your contact number while purchasing ticket. If no valid telephone or mobile number is provided by you and recorded in the e ticket where you can be easily contacted, we may not be liable for any change and will therefore we will not be liable for damage or consequence of your missing the flight resulting from your own omission;

That in the light of foregoing, the complainant was under obligation to provide a valid local and destination contact number. The complainant provided incorrect local number whereas contact details of destination were not provided at all. The Respondent informed the passengers who provided the correct local and destination contact details about the delay which was caused due to technical reasons beyond the control of

the respondent. However the complainant could not be informed due to his own fault by breach of contract and not providing the correct contact details. Therefore, the respondent is not liable for damages. If any, sustained by the complainant that notwithstanding the foregoing objections Rule 19 of the IV Schedule of the Air Act provides that the carrier is not liable for any delay if the delay is beyond its control or when the carrier takes all measures reasonably required to avoid damage or it was impossible for it or them to take such measures. In the instant matter, the change of flight time was caused due to technical and operational reasons despite the best and utmost efforts of the respondents and the same was beyond the control of the respondent. The respondent could not inform the passenger due to his own fault. The respondent nonetheless, accommodated the complainant in the hotel nearer to the airport for the night and took all the measures necessary to avoid causing him any damage. Article 19 of fourth schedule to the Air Act is reproduced hereunder "The carrier shall not be liable for damage occasioned by delay if, it proves that it and its servants and agents took at all measures that could

reasonably be required to avoid damage or that it was impossible for it or them to take such measures".

That as apparent from the foregoing the alleged damage if any sustained by the complainant was due to his own fault and breach of the contract by not providing the contact details for which he was bound under the carriage contract. Article 21 of the Second Schedule of the Air Act provides that where the delay (if any) was caused or contributed to by passenger's own negligence the court may exonerate the carrier wholly or partly from his liability. The relevant article is reproduced hereunder;

"if the carrier proves that the damages was caused or contributed to by the negligence of the injured person the court may exonerate the carrier wholly or partly from his liability";-

That without prejudice to the foregoing and factual position taken in para wise response on facts by the respondents, the conditions of carriage provide expressly in Article 1 that the term damage means death or bodily injury suffered by a passenger or damage caused by delay. Mental Agony is not claimable under the conditions of carriage. On facts he replied that para No. 1 and 2 pertain to record. The

complainant be put to strictly substantiate the assertions made therein;- that the contents of Para No. 3 are fabricated false, unsubstantiated fictitious misleading and based on malafide intentions hence vehemently denied. It is retreated that the complainant was bound to provide the local as well as destination contact details in order to make it possible for the respondent to send him prior notice of the delay which was beyond the control of the respondent. The complainant having failed to do so cannot claim that he was not sent prior notice in this regard. Furthermore it is provided that the Civil Aviation Authority of Pakistan had issued notice to Airmen (NOTAM) for closure of airfield due to fly past of Pakistan Air force, therefore, the delay if any was beyond control of the defendant;- that the contents of para No.4 are fictitious, unsubstantiated and ill founded hence vehemently denied, for want of knowledge. The complainant be put to strictly substantiate the averments made therein;- that the contents of Para No. 5 as narrated are ill founded, misleading and unsubstantiated hence vehemently denied. The complainant has admitted that the respondent managed the stay of the complainant in a hotel nearer to the Airport and provided him dinner. The complainant has made assertion about the hotel room which is unsubstantiated and born out of his malafide intentions to hold the respondent

accountable for no fault of the respondent. It is reiterated that the respondent, despite the failure of the complainant to provide details, did its best to accommodate the complainant for the night stay and afforded him dinner which speaks greatly of the high moral ground and business ethics of the respondent;- that the contents of Para No. 6 and 7 are frivolous, ill founded and un substantiated hence denied. The complainant be put to strictly substantiate the assertions made therein. The complainant, in malafide attempt to gain monetary profit at the cost of the Respondent, has tried to hold the respondent accountable for loss of Sawab. Needless to mention here that granting or loss of Sawaab is purely jurisdiction of God almighty and human beings cannot decide whether loss of sawab was caused or not. Moreover such a loss cannot possibly be determined by human being and can never be measured in monetary terms. The brazen attempt of the complainant to turn a sacred religious ritual to a sources of monetary gains for himself speaks of his malafide intentions. Furthermore, in the light of Supreme court judgment cited at PLD 2011 Supreme court 282, such damage if caused cannot be claimed;- that the contents of Para No. 8 are yet again frivolous, ill founded and unsubstantiated hence denied vehemently. The complainant has just thrown a huge number

as claim of damages without establishing any wrong caused or claimable damage sustained. The assertions made by the respondent in the preliminary objections and preceding paras may be reiterated here;- that the contentions of Para 9 and 10 are vehemently denied as there exists no cause of action for the complainant. The plaint is based on false, frivolous, fictitious misleading and ill founded allegations unsubstantiated claims and malafide attempt to gain money at the cost of the respondent;- that para No. 11 relates to court fee hence it may not warrant any reply as such. In last it is prayed in view of the forgoing submissions and legal position it is most respectfully prayed that the instant complaint being misconceived, without locus standi incompetent unsubstantiated non maintainable, devoid of any valid cause, false, frivolous vexatious, and untenable may very graciously be dismissed with exemplary costs. Any further/better relief keeping in view the circumstances of the instant written statement which this learned court deems fit, just, appropriate and equitable , may also very graciously be granted to the answering defendant, in the interest of Justice.

3. In the evidence the PW-1 filled his affidavit as Exh-PA, copy of legal notice Mark PA/(1-2), postal receipt Exh-PB, a Shaheen Air ticket as Mark P-B, a legal notice interim reply as

Exh-PC, legal notice Asim Mushtaq as Exh-PD/(1-2), a certificate of professional fee Exh-PE. Another affidavit after the filling amended complaint Exh-PF but later on instead made statement in reexamination.

4. From defendant's side Fauzi ur Rahman was examined as DW-1, he submitted authority letter Exh-D/A, his statement on affidavit as Exh-D/B, whereas counsel for defendant produce copy of bill of hotel Leeds International Mark-DA, list of passenger stayed in Hotel Leeds International Mark-DB/1-4.

5. The contention of the learned counsel for the complainant is that the complainant was entitled to perform Umrah, he purchased return ticket from defendant for Islamabad to Jeddah and from Jeddah to Islamabad. On 09.03.2017 when complainant reached at Benazir Bhutto International Airport at 07:15 PM and he contacted the office of defendant, it was told that there is delay in the flight and it shall take off at 07:15 AM on 10.03.2017, no reason was told regarding the delay. The defendant with great efforts of the complainant and other passengers managed the stay of the complainant at Hotel Leeds International which was a very poor and low grade hotel situated in Faisal Colony Airport Road, Islamabad, the room where the complainant and other

passengers namely Asim Mushtaq was stayed was very dirty and un-cleaned with dirty blanket and dirty bed covers, nor drinking water was available there, a parcel of savour food was provided without any tea in breakfast in the morning which caused mental torture, bodily pain spiritual damaged, loss of Tahajad prayers, Fajar prayers, Juma tul Mubarik and thereafter prayers of Asar to Isha and the complainant was deprived from saying the said prayers, at Holly Haram Pak Makkah, the delay was without any reason and rather it was with malafidy intention, the service of the defendant was defective and faulty, the conduct of defendant was in the contravention of the related laws. On 10.03.2017 the flight took off at 08:45 AM and reached to the Jaddah at 02:15 PM, likewise on 20.03.2019 the returned flight was also delayed by more than 8 hours from Jaddah Airport KSA, whereas it has to take off at 04:15 AM on 20.03.2017 and it took off at 15:00 Noon and landed at Benazir Bhutto International Airport at 07:00 PM, no prior notice regarding the delay was given by the defendant to the complainant, nor any reason for its delay was given and it caused loss of Maghrib Prayer and Isha Prayer at the Holly Haram Pak and Makkah and deprived the complainant from Sawab and Barkats of Almighty Allah. He further contended that the loss suffered to the complainant cannot be measured

and calculated in terms of money yet the complainant entitled to receive Rs. 1-crore as token of compensation from the defendant. He further contended that the complainant asked the defendant to pay the said amount alongwith compensation Rs. 25000/- but defendant did not listen to him having no option he delivered a legal notice to the defendant which is Mark-PA/1-2. The defendant gave the written reply to the said notice on 31.03.2017 and 11.04.2017, the said fact is not denied by the defendant, but the defendant did not listen to him, having no option the complainant instituted the complaint. He further contended that during the pendency of the complaint the defendant filed application under Order 7 Rule 11 CPC read with Section 35-A and 151 CPC, in the said application the defendant took the objection that this court has no jurisdiction to adjudicate on matters governed by the Federal Carriage By Air Act, 2012. The complaint is clearly time barred, complainant has no cause of action, whereas the defendant moved another application under section 28(3) read with section 25 of PCPA, 2005 for the dismissal of the complaint on the ground of limitation the said both applications were contested by the complainant and vide separate orders dated 26.01.2018 this court dismissed the above said both applications moved by the defendant and

decided the said objections raised in the said applications against the defendant. The defendant did not challenge the said orders and which have attained finality and now cannot be re-agitated. He further contended that now the matter before the court is to only decide that the defendant provided defective services to the complainant, or not in this respect complainant has submitted his statement on affidavit, he was thoroughly cross examined by the learned counsel for the defendant but nothing material could be brought on the record to suggest that the complaint is false or the defendant did not provide defective services to the complainant, so the complaint may be accepted as prayed.

6. On the other hand the contention of the learned counsel for the defendant is that the pleading of the complainant is ambiguous and defective. The complainant has himself stated that flight was scheduled for departure on 10.03.2017 at 07:15 hours for Jaddah then how he claims that on 09.03.2017 he reached at Benazir Bhutto International Airport at 07:15 PM and he was told that there is a delay in the flight and flight shall take off at 07:15 AM on 10.03.2017. He further contended that no evidence has been produced to prove that the hotel was dirty or un-cleaned due to which the complainant suffered food poisoning or any skin disease.

Moreover no medical evidence has been produced to prove any mental torture or bodily pain suffered to the complainant, regarding the loss due to non performing of the prayers at Haram Pak and Makkah by the complainant and in suffering of the loss of Sawab by him, the learned counsel for the defendant contended that it is the prerogative of the Allah Almighty to provide Sawab or to take care of his spiritual storage and it cannot be measured by the human being, the claim of the complainant is false, the same may be dismissed. In this respect he relied upon Burhani Iron and Steel company V.S Messrs Pakistan Steel Mills through Chairman 2018 CLC 99, Messrs Mehran Electronics company through Partner V.S National Bank of Pakistan 2017 CLD 1642, Daoud Shami V.S Messrs Emirates Airlines and other PLD 2011 Supreme Court 282, Messrs Emirates Airlines and others V.S Daoud Shami and other PLD 2003 Lahore 358.

7. Arguments heard, record perused.

8. The perusal of the evidence shows that in order to prove the case against the defendant Manzoor Ahmed Rana complainant himself appeared as PW-1, beside the other document he submitted his statement on affidavit Exh-PA, in it he reiterated the facts mentioned in the complaint. His cross examination shows that he deposed that he has read the terms

and conditions mentioned on the ticket, he has objections on the ticket. At the time of purchase of ticket he gave his mobile phone No. which is mentioned on the ticket, he denied that he updated his mobile No. when he reached Airport on 09-03-2017, he was not agreed with new scheduled but at that time he no other option and he has to go to perform Umrah ticket was also not refundable so he went on the next day, hotel was at short distance from Airport, he volunteered and deposed that it was fifth graded hotel, he was not charged for the food, he volunteered and deposed that the food was substandard at hotel, he received mental injury, he did not receive physically injury, after reaching Islamabad he did not get medical treatment at Benazir Airport or outside, he denied the suggestion that on 20-03-2017, the delay of flight from Jeddah was due to technical reasons he deny the suggestion that he did not suffer mental physical torture and spiritual problems. On 27.05.2019 complainant was reexamined upon the acceptance of his application and he deposed that previously his statement was recorded as PW-1 on 03.04.2018. Thereafter it transpired to him that in his complaint date of booking of the air ticket has been incorrectly mentioned as 09.03.2016 instead of 09.03.2017, at this he moved an application for the amendment of the complaint, said application was allowed by this court, at

this he filed the amended complaint by mentioning the date 09.03.2017 instead of 09.03.2016, in his previous statement the said date is also mentioned 09.03.2016 whereas it is 09.03.2017 and in his previous statement this date may be read as 09.03.2017. In cross examination he deposed that he has gone through the amended complaint, in the amended complaint times of flight are correctly mentioned.

9. On the other hand from defendant's side Fauzi Ur Rehman was examined as DW-1, he produced his authority letter Exh-DA and his statement on affidavit Exh-DB, his cross examination shows that he deposed that Exh-DA has been issued on 28.05.2018, he admitted that on 29.08.2017 written statement was filed at that time he was not authorized nor he has any knowledge regarding the written statement as he had not signed on the written statement, he admitted that it is correct that in the written statement no explanation regarding the delay of the flight has been given, on 20.03.2017 the flight NL 720 Jaddah to Islamabad due to non availability of place at parking was became late was the cause of delay, in this respect NOTAMS of CAA is there and it was not in the control of Shaheen Air International, the flight took off at 12:30 local time when civil aviation provided the space message. He was confronted with the written statement where it was not so

recorded, he admitted that prior to the departure of flight from Islamabad to Jaddah he was not present at the office of Shaheen Air International office at Airport. The contents of the affidavit are true according to his knowledge and rather after hearing and seeing the record, he prepared it, he admitted that on 09.03.2017 and 20.03.2017 he was not on duty at Islamabad Airport in the office of Shaheen Air International, he admitted that in Mark-PB it is mentioned that in case of delay in the flight the compensation shall be given to the passengers, he admitted that on Mark-PB the phone number of complainant is mentioned, he volunteered and deposed that as per record invalid number was provided whereas later on it was added, he admitted that both flights from Islamabad to Jaddah and Jaddah to Islamabad arrived with delay, he did not see that room in which complainant was stayed at Pakistan, so he cannot say that on that day what was the condition of that room, he volunteered and deposed that he has seen that hotel, hotel is good. The above said evidence shows that no material cross examination has been made on the complainant by the learned counsel for the defendant, nor any suggestion was given to him that the room where he was stayed was not dirty or un-cleaned, the blanket and bed sheet was not un-cleaned, the food was not savor food and no

proper dinner or breakfast was given to him, the law is settled that the statement which is given in examination in chief if not cross examined in the cross examination it shall be deemed admitted. The cross examination of DW-1 shows that he did not sign the written statement, he had no personal knowledge of the facts mentioned in the written statement, he was not present at Airport on 09.03.2017 and 20.03.2017, he did not see the room in which the complainant was got stayed, he has admitted that on 09.03.2017 and 20.03.2017 the flights delayed, he has admitted that as per Mark-PD, in case of delay of flight passengers shall be compensated, meaning thereby his statement is a hearsay statement. The documents produced by the defendants Mark-DA, Mark-DB/1-4 shows that these documents are pertaining to hotel leeds international and are pertaining to 09.03.2017 20:00 PM, in it the name of Asim Mushtaq is mentioned. The Mark-DA shows that defendant paid total Rs. 203000/- for the stay of 140 passengers in that hotel and in this way Rs. 1450/- were spent by Airline on each passenger and in it Rs. 450/- of dinner per head were also included, which is sufficient to prove that the standard of the said hotel was not good or was not of hotel of International level. In view of the above said I find no force in the contention of learned counsel for the defendant that the hotel was a good

hotel and good food was provided to the complainant, consequently it is concluded that the complainant has successfully proved that not only the flight was delayed on 03.09.2017 and 20.03.2017 but the defendant has also provided defective and substandard food and room of hotel to the complainant.

So far the contention of the learned counsel for the defendant is concerned to the extent that the complainant did not produce medical evidence to prove the bodily injury or mental torture and agony, and in such type of cases passengers are not entitled to get damages on account of suffering mental anguish or agony etc. I have gone through case law produced by the learned counsel for the defendant, Burhani Iron and Steel company V.S Messrs Pakistan Steel Mills through Chairman 2018 CLC 99, in this case out of various issue, one issue No.7 was that whether plaintiff has suffered financially and mentally and is entitled to damages to the extent of Rs. 50,000/-. This Suit was not filed under Consumer Protection Act. The said issue was decided against plaintiff due to not producing medical evidence etc. I have also gone through Messrs Mehran Electronics company through Partner V.S National Bank of Pakistan 2017 CLD 1642, in it the suit of plaintiff was dismissed due to incorrect cause of action. I have also

gone through Dawood Shami V.S Messrs Emirates Airlines and other PLD 2011 Supreme Court 282, Messrs Emirates Airlines and others V.S Dawood Shami and other PLD 2003 Lahore 358, in the said cases the plaintiff did not file the complaint under the Punjab Consumer Protection Act, 2005 and rather filed the civil suit in the ground of breach of contract as he was not allowed to board on the Aeroplane despite this that his seat was confirmed. The case of the plaintiff was dismissed due to non-impleading of the continental Airline which was cancelled. Moreover, the plaintiff did not appear in the court and his attorney failed to prove the case so these cases are not helpful for the defendant. I have also gone through evidence, the perusal of the evidence produced by the complainant shows that he did not produce any medical evidence to prove that complainant suffered mental torture and agony or bodily injury, therefore, in view of the above said there is a force in the said contentions of the learned counsel for the defendant that the complainant has failed to prove mental torture and agony suffered to him and he is not entitled to claim damages on the cause of delay, consequently same are here by accepted and it is concluded that the defendant is not entitled for the claiming of damages in this respect.

Regarding the contention of the learned counsel for the complainant that this court has already decided the issues of limitation, maintainability of the complaint as matter is governed by the Federal Carriage By Air Act, 2012, in this respect I have gone through order passed by this court on the applications of the defendant under order 7 rule 11 read with section 35-A and 151 of CPC 1908 for rejection / dismissal of the complaint and application under section 28(3) read with section 25 of PCPA, 2005 for the dismissal of the complaint on the ground of limitation moved on behalf of the defendant. The said orders shows that the above said both applications have been dismissed vide the above said separate detailed orders, the said orders were not challenged by the defendant in the higher forum and thus have attained finality, therefore, in view of the above said, it is concluded that now the defendant cannot be allowed to raise the contention that this court has no jurisdiction to adjudicate on matter governed by the Federal Carriage by Air Act, 2012, or the complaint is barred by time. In view of the above said the complaint is hereby partly accepted and partly rejected as under:-

The perusal of the complaint shows that the complainant has demanded Rs. 10000000 / 1crore - towards the delay caused in the departure of flights, the complainant

was provided un-cleaned room with dirty blankets and bed sheets and substandard food / breakfast, loss of Sawab and mental torture and bodily pain. Since it has been decided above that complainant has failed to prove mental torture and bodily pain through the medical evidence, and he is not entitled for any damages in this respect, so this claim of him of damages is hereby turned down and denied. However I have gone through section 31 of PCPA, 2005 it provides that if the consumer court is satisfied that allegation contained in the claim about the services provided are true the court shall issue an order to the defendant directing him to pay reasonable compensation to the consumer for any loss suffered by him due to negligence of the defendant and award actual costs including lawyer's fee incurred on the legal proceedings. Since in this case it has been proved that flight departed and as well as returned with delay. Moreover, the complainant was not stayed by the defendant in a good standard hotel like PC, and Sarina Hotel etc. the food or breakfast was also not provided to him according to that standard, the room was un-cleaned, blanket and bed sheets was also dirty, therefore, in order to compensate the complainant the defendant is directed to pay Rs. 25000/- towards compensation. The perusal of the evidence shows that the complainant firstly asked the defendant to pay

him damages / compensation but he did not listen to him at this the complainant delivered legal notice to the defendant, never the less the defendant did not listen to him having no option he instituted the complaint, he had been appearing in this court in this case from previous about more than two years, definitely on this process he has spent some amount, therefore, in view of the above said the defendant is directed to pay Rs. 50000/- towards actual costs including lawyer's fee incurred on the legal proceedings total Rs. 75000/- to the complainant within 30-day of the passing of this order. File be consigned to the record room.

Announced:
21.10.2019

ABDUL HAFEEZ
**District & Sessions Judge/
Presiding Officer**
District Consumer Court
Rawalpindi

It is certified that this order consists upon 26-pages. Each page has been dictated, read, corrected and signed by me.

**District & Sessions Judge/
Presiding Officer**
District Consumer Court
Rawalpindi