

**In The Court Of Syed Maruf Ahmedali Presiding Officer  
District & Sessions Judge District Consumer Court  
Lahore.**

**Mohsin Hassan Khan V/S Mian Electronics Etc.**

**Order.**

The Complainant Mohsin Hassan Khan has filed a claim for damages amounting to Rs. 50000/- and for replacement of his A.C Split Unit against the Respondents.

2                Brief facts, according to the Complaint are that the Complainant purchased an A.C Split Unit manufactured by Respondent No.2, from Respondent No.1 their authorized dealer for an amount of Rs. 35000/- on installments. Out of the total price of Rs. 15000/- was paid and Rs. 20000/- was the balance amount. For the purpose of guarantee a post dated cross Cheque for an amount of Rs.28000/- was given by the Complainant to Respondent No.1 at the time of installation of the AC. It is further alleged that after about one and one a half month, a mechanical fault occurred in the A.C and the Complainant made several complaints to Respondent No.1 and requested them to replace the A.C Split Unit but Respondent No.1 did not pay any heed. The Complainant stopped the payment of the installments and insisted for the change of the Compressor on which Respondent No.1 got registered a FIR under Section 489, FPPC for the non payment of the installments. It is further alleged that the Complainant had to suffer humiliation at the hands of the Respondents and the Respondents failed to own the warranty. Hence this Complaint.

3                The Respondents were summoned who contested the claim of the Complainant through their Written Statement. The representative Fateh Muhammad on behalf of Respondent No.1 absented himself and was proceeded against Ex-Parte on 06.10.2008. Thereafter the case

was fixed for evidence of the Respondent. During the proceedings Respondent No. i.e. Haier Company replaced the A.C Split Unit of the Complainant on the conditions that the Petitioner withdraws this case against them. The Complainant agreed to the said offer and the A.C split unit was replaced by Respondent No 2 on 06.12.2008 .Hence the cause of action ceased to exist against Respondent No.2 and the Complainant withdraw his claim to the extent of Respondent No.2.

4                It is contended by counsel for the Complainant that both the Respondents are jointly and severally liable, the grievance of the complainant has been redressed by Respondent No.2, but the loss and humiliation which the Complainant had suffered at the hands of Respondent No.1 should be compensated as a FIR was lodged against him and Respondent No.1 failed to obey the agreement of installments and got registered a case against him. He has prayed that for one long year the A.C was not replaced due to the fault of Respondent No.1 and he be allowed compensation and damages.

5                After hearing the arguments on behalf of the Complainant and perusing the record. It is an admitted fact that the Complainant purchased an A.C Split Unit of Haier Company from Respondent No.1 who is the authorized dealer of Respondent No.2. for an amount of Rs. 35000/-on 30.04.2007 .During the evidence PW-1 Complainant has admitted that he had paid an amount of Rs. 15000/- and a post dated Cheque of Rs. 28000/-After August 2007 he stopped the payments of the installments as a fault occurred in the A.C Split Unit and was not resolved by Respondent No.1 therefore, Respondent No.1 got registered a FIR against him under

Section 489 FPPC and the 14 installments were recovered from him within 7 months under threat of Police. He had to obtain Pre-arrest bail from the Court.

6 Admittedly the A/C Split Unit has been replaced by Respondent. No.2 and to the extent of Respondent No.2 the grievance of the Complainant has been redressed as both the Respondents were jointly and severally liable .The Respondent No.1 is authorized dealer of the manufacturers i.e. Haier Company. He was bound to redress the grievance of the Complainant but he failed to do so. Respondent No.1 had been appearing in this Court through their representative Fateh Muhammad and absented himself on 06.09.2008. There is no evidence in rebuttal on behalf of Respondent.No.1. However the Complainant has failed to prove any actual damages which he had suffered, nor he is placed on record any proof that he remained in Jail for three days nor has placed on record any Bail Order. It was due to the faulty service of Respondent No.1 that the Complainant had to approach this Court, as Respondent No.1 lingered the matter for about one year.

In view of the afore said reasons, the claim is partially accepted against Respondent No.1.He is burdened with costs amounting to Rs. 5000/- which shall be paid to the Complainant within 10 days from the date of this Order.

File be consigned to record room after due completion.

**Announced**  
**15.12.2008**

**Presiding Officer**  
**District Consumer Court**  
**Lahore.**

**Certificate** Certified that this Order consist of Four (4) pages which have been dictated, read, corrected and signed by me.

**Announced**  
**15.12.2008**

**Presiding Officer**  
**District Consumer Court**  
**Lahore.**