

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

Complaint No                      14/2018  
Date of institution              10.01.2018  
Date of decision                 20.06.2018.

Muhammad Mohin Iqbal S/o Zafar Iqbal R/o House No.489-A,  
Mohallah Ghulistan Colony No.2, Faisalabad.

**Versus**

Proprietor Ikram Zari, P-142, Bano Bazar, Faisalabad.

**Claim u/s 25 of the Punjab Consumer Protection Act, 2005.**

**ORDER:**

By filing this claim, the claimant has contended that on 21.05.2016, he alongwith his mother and sister went at the shop of the defendant and asked him to prepare a "lahnga" which was needed at the time of his sister's marriage. The price of "lahnga" was settled Rs.34,000/- and at the time, he paid Rs.10,000/- as advance. It was promised by the defendant that the "lahnga" would be delivered to him on 23.06.2017. On 23.06.2017, he contacted with the defendant but he asked for further time. As the marriage of his sister was to be sermonized on 25.12.2017, the defendant promised to deliver the "lahnga" on 20.12.2017 and he also paid further amount of Rs.10,000/-. The outstanding consideration money was then Rs.14,000/-. As promised by the defendant, on 20.12.2017, he contacted with him and asked to hand in him the "lahnga" but he adopted evasive conduct and said that the "lahnga" was not prepared. Ultimately, he purchased another "lahnga" from market for Rs.55,000/- and the defendant never returned him the amount received from him. Because of faulty services of the defendant, he suffered mental torture and financial loss also. He

gave notice u/s 28 (1) of the Punjab Consumer Protection Act, 2005, to the defendant on 23.12.2017 but of no avail, hence, the instant complaint.

2. The defendant contested the complaint by filing written statement. He has admitted that he received Rs.20,000/- as consideration of the "lahnga" and the "lahnga" was not delivered to the claimant. However, he took plea that the claimant himself refused to get the "lahnga" on payment of the outstanding money and there was not fault on his behalf. The services rendered by him were not faulty. He prepared the "lahnga" but the claimant did not pay remaining amount and collected the dress from him.

3. At pre-trial stage, no one offered for settlement and then, the evidence of both the parties was recorded.

4. The claimant himself entered into the witness box as PW1 and also examined Mst. Maqbool Bibi PW2. They both submitted their affidavits Ex-P1 and Ex-P4. The claimant also produced the purchase receipt Ex-P2, the receipt of courier service Ex-P3, the copy of notice Mark P/A, the purchase receipt Mark P/B and the wedding invitation card Mark P/C. On the other hand, the defendant entered into the witness box as DW1 and also submitted his affidavit Ex-D1.

5. Arguments heard, record perused.

6. It is an admitted fact that the defendant received Rs.20,000/- from the claimant in advance and the "lahnga" was not handed in to him. The claimant's contention is that the services offered by the defendant were faulty while the defendant has taken

plea that the “lahnga” was prepared but the claimant did not collect the same on payment of the outstanding consideration. It is not logically acceptable that the claimant paid for dress and did not collect before the marriage of his sister. He purchased new “lahnga” and this very fact shows that he being disappointed from services of the defendant did so. The amount of Rs.20,000/- is with the defendant which he did not return to the claimant and the “lahnga” was also not delivered. The defendant has admitted that the date of delivery was mentioned at the receipt by him 20.12.2017. It was the day, when the claimant accrued the cause of action when the “lahnga” was not delivered to him. He filed the claim on 10.01.2018, thereby the claim in hand is well within time and before filing it, the notice u/s 28 (1) of the Punjab Consumer Protection Act, 2005, was given by the claimant to the defendant and in support thereof, the receipt of courier service Ex-P3 has been produced by the claimant. In the circumstances, the claim in hand is well founded, therefore, is accepted and the defendant is directed to return Rs.20,000/- to the claimant which he received in advance as consideration money. Moreover, the claimant purchased a new lahnga when he became disappointed from delivery of the “lahnga” by the defendant and spent Rs.21,000/- more. So much amount was spent by the claimant because of faulty services of the defendant, therefore, the defendant is to pay the amount of Rs.21,000/- to the claimant also as damages. Moreover, the claimant is held entitled to costs amounting to Rs.4000/- incurred on legal proceedings. The defendant is directed to comply with this order within sixty days

and if he fails to comply with this order, the proceedings u/s 32 (2) of the Punjab Consumers 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. A copy of this order be also delivered to the claimant. After due completion, the file be consigned to the record room.

**Announced**  
**20.06.2018**

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

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

**Dated**  
**20.06.2018**

**Presiding Officer,**  
**District Consumer Court, Faisalabad.**

**Short order.****Present:-****The learned counsels for the parties.****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 return Rs.20,000/- to the claimant which he received in advance as consideration money. The defendant is also to pay the amount of Rs.21,000/- to the claimant as damages and Rs.4000/- as costs incurred on the legal proceedings. After due completion, the file be consigned to the record room.

**Announced**  
**20.06.2018**

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