

**In the Court of Ijaz Ali District & Sessions Judge/ Presiding Officer  
District Consumer Court Lahore.**

Complaint No	494/10
Date of institution	18.09.10
Date of decision.	4.11.10

**Muhammad Adeel Choudhary V/s Abdul Basit.**

**Complaint U/s 25 for the recovery of Rs. 60,60,000/- as damages for providing faulty services.**

**Ex-parte Order.**

I am going to decide this complaint filed u/s 25 of the Punjab Consumer Protection Act 2005 for the recovery of Rs. 60,60,000/- as damages for providing faulty service.

2        The facts of the case have been described by the complainant Muhammad Adeel Choudhary appeared as PW-1 I the affidavit Ex-P/1. He has also tendered in evidence legal notice Ex-P/2, its dispatch receipt Ex-P/3, Photostat copy of agreement Mark P/A, print out of web site Mark P/B. According to the affidavit Ex-P/1 the complainant entered into a agreement with the respondent for developing web site of the law firm namely Arian Law Associates in the mid of July 2010 with the respondent for a consideration of Rs. 10000/- and the complainant paid Rs. 5000/- as advance to the marketing officer namely Kashif Raza of the respondent company through Cheque No. 0086554 in the name of noyabiz and remaining amount to be paid after one week at the time of final hosting of the website. Copy of the agreement is annexed as Annexure A. It is pertinent to mention that it is clearly mention on the

agreement “develop your website in Rs. 3000/-“ and the respondent charged Rs. 10000/- from the complainant for the development of website. That after 10 days a domain namely www.

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alawhouse.com was purchased and agreement was signed between complainant and the respondent and the respondent promised to host the Website till 28-7-10 but respondent failed to provide the services within the prescribed time and also provide faulty services to the complainant. That the content of the website was also provided to the respondent by the complainant but respondent did not develop the website of the complainant law firm according to the contents provided by the complainant to the respondent. That the complainant time and again requested the respondent to complete the website within the stipulated time period of one week but respondent did not bother to accept the genuine and lawful request of the complainant. That the repeated reminders and requests through telephonic calls to the respondent were made but respondent did not pay any attention to those. Legal notice sent to the respondent but respondent did not reply to the legal notice of the complainant. Copy of the legal notice and courier receipt are annexed as C and C/1 respectively. It has been argued

that that complainant suffered financial and business loss as well as physical and mental torture. The calculation of the damages is as under:-

1. Business Loss	Rs.50,00,000/-
2. Advance 50%	Rs. 5000/-
3. Mental torture	Rs.10,00,000/-
4. Lawyer Fee	Rs. 50,000/-
5. Miscellaneous Expenditure	Rs. 5000/-
Total claiming amount	Rs.60,60,000/-

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3 Perusal of record shows that agreement was for the amount of Rs. 10,000/- and Rs. 5000/- was paid in advance. Evidence led by the petitioner goes un rebuttal. However claim of the petitioner is very on the higher side. I make the order that respondent shall refund the advance amount of Rs. 5000/- to the complainant and Rs. 25000/- is also awarded to the petitioner as compensation. Rest the claim about the damages is hereby dismissed with no order as to cost.

After completion file be consigned to record room.

**Ijaz Ali**

**Announced  
04-11-10**

**Presiding Officer  
District Consumer Court  
Lahore**

Certified that this Order consists of three pages which have been, corrected and signed by me.

**Announced  
04-11-10**

**Presiding Officer  
District Consumer Court  
Lahore**