

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

Muhammad Ahmed Chughtai V/S Mobilink.

Order.

The Complainant Muhammad Ahmed Chughtai has filed a claim under the Punjab Consumer Protection Act 2005 against the Respondent Company.

2 Brief facts, according to the Complaint are that the Complainant on 20.01.2008 received a SMS through which it was offered on the purchase of a Mobile Hand Set 50% price of the Mobile Set shall be given for free airtime in 12 equal monthly installments. The Complainant approached the Respondent Company at McLeod Road Lahore who gave him a brochure from which the Complainant selected a Mobile Set Motorola L6i on 13.02.2008 through receipt for an amount of Rs. 5750/-. It is alleged that when the Complainant opened the sealed Box of the Hand Set he has surprised that there were no accessories in it .Despite the fact there was an option of accessories in the Mobile Hand set. Manual also shows the accessories with the Mobile Set. It is alleged that the Complainant has been deceived by the Respondent Company. On which the Complainant issued a Legal Notice on 06.03.2008. No reply was received from the Respondent .Hence this claim.

3 The Respondents were summoned. Who contested the claim of the Complainant through their Written Statement. The complainant in order to prove his case appeared in the Witness Box as PW-1 and produced Brochure Ex-P/1 receipt of the Billing Ticket Ex-P/2, receipt of the Mobile Set Ex-P/3, and Booklet Ex-P/4. Copy of the Legal Notice Mark A Postal

receipt Mark B and Postal Acknowledgment due is Mark C. .On the other hand RW-1 Muhammad Hassan Mehmood (Assistant Customer Service) appeared on behalf of the Respondent Company and produced Resolution and Authority Letter Ex-R/1 and Ex-R/2.

4 It is contended by the counsel for the Complainant that the Complainant has purchased a Mobile Set of Motorola L6i for a handsome amount of Rs. 5700/- He has further contended that he has purchased the Mobile Set on the offer made by the Respondent Company through SMS in which it was offered with 50% of the purchase price shall be given as a balance for free air time which shall be deducted in 12 equal monthly installments. He has further contended that when he opened the sealed box of the Mobile Set to his surprise there were no accessories available in it as the same were mentioned in the Booklet Ex-P/4 and in the option given in the Mobile Set. He has further contended that the Respondent Company has deceived and played fraud with him and other customers. He has prayed that his claim be accepted.

5 On the other hand the counsel for the Respondent has contended that free air time 50% of the purchase amount of the Mobile Set was offered to the Complainant and other customers through SMS and the same has been availed by the Respondent as admitted by him. There were no accessories mentioned in the brochure Ex-P/1 relied on neither by the Complainant nor in the SMS which was received by the Complainant on 20.01.2008. He has further contended that the Complainant has failed to prove his case and the same be dismissed.

6 After hearing the arguments of both the parties and perusing the record. The Complainant who has appeared as PW-1 in the Witness Box has almost reiterated the same facts

as given in his Complaint. He has further stated that on 20.01.2008 he received an SMS from Mobilink in which it was offered to purchase the Mobile Set and 50% of the purchase price shall be given as balance for free air time in 12 equal monthly installments. On this offer, on 13.02.2008 he visited the Mobilink Center at McLeod Road Lahore and purchased the Mobile Set of Motorola L6i. He was also given a brochure of the Mobile Set which is Ex-P/1. Billing Ticket is Ex-P/2, receipt of the Mobile Set of Rs.5750/- is Ex-P/3 Booklet of the Mobile Set is Ex-P/4, which according to him shows that the accessories are available with the Mobile Set, his Legal Notice is Mark A Postal receipt Mark B and Acknowledgement due is Mark C. During cross examination he has admitted that he have been regularly receiving the refund of 50% free air time in equal monthly installments. He has also admitted that brochure Ex-P/1 does not mention about the accessories. Even according to the SMS which was received by the Complainant on 20.01.2008 there is no mentioned about the accessories. He has also admitted that according to brochure Ex-P/1 he is receiving the package of Motorola L6i.

7 RW-1 Muhammad Hassan Mehmood (Assistant Customer Service) who had appeared on behalf of the Respondent Company has categorically stated they had offered 50% price of the Hand Set which shall be paid back to the customer in 12 equal monthly installments for the air time. There is no confirmation about the accessories nor it was mentioned on the Box. However he had denied the Legal Notice.

8 After carefully scanning the evidence of both the parties .No doubt Legal Notice was issued by the Complainant to the Respondent Company which is evident from the postal receipts. However no reply was given by the Respondent .Brochure Ex-P/1 placed on record by the Complainant and the SMS received by the Complainant on 20.01.2008 are produced by the Complainant, during cross examination, does not prove that the accessories

were offered by the Respondent Company to the Complainant. However it is admitted by the Complainant that 50% free air time in 12 equal monthly installments is being availed by him. It is not the case of the Complainant that the Mobile Set is defective, nor it could be proved by the Complainant that he had suffered any damages from the Mobile Set or from the non availability of the accessories which he had alleged. Manual Ex-P/4 placed on record by the Complainant does not prove that the accessories were to be made available by the Respondent Company with the Mobile Set. The Complainant has failed to prove his case.

In view of the afore said reasons, the Complaint is dismissed. However the parties are left to bear their own costs.

File be consigned to record room after due completion.

Announced
24.12.2008

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
24.12.2008

Presiding Officer
District Consumer Court
Lahore.