

**In the Court of Mr. Muhammad Aslam District & Sessions Judge/
Presiding Officer District Consumer Court
Bahawalnagar**

Complaint No	30/18
Date of institution	03-07-18
Date of decision.	31-01-19

**Muhammad Amir S/o Muhammad Ramzan R/o Tehsil & District
Bahawalnagar.**

V/S

**Choudhary Iftikhar Ali Arian, Sher-e-Rabani Bricks Company at Chak
No. 35/F near Adda Phattawala, Tehsil Chistian District Bahawalnagar.**

**Complaint under section 25 R/W
Rule 13 of PCPA 2005 for
providing of defective
product/Bricks.**

Order.

The complainant has filed the present complaint against the defendant with brief contentions that in order to construct his house, the complainant on 31-05-18 paid an amount of Rs. 22,800/- to the defendant to purchase six thousand Bricks of best quality i.e. (Awal) Bricks. The defendant assured the complainant that (Awal) Bricks would be delivered at his given address. It is stated that defendant supplied the Bricks after about 7/8 days after receiving the amount and delivery was made at 10:00 pm night. The complainant demanded the receipt of Bricks from the driver of the loader but he refused to give the same by stating that no receipt was given to him. It is stated that in the morning, when complainant seen the Bricks, he found that defective quality i.e. (Doiam) Bricks were supplied to him. The complainant made contact with the defendant and lodged complaint but defendant did not pay any heed to his complaint and switched off his mobile. It is stated that defendant has violated the terms and conditions the act *ibid*. Being aggrieved after serving the legal notice filed the instant complaint before this Court

2 Perusal of record reveals that this court issued notice upon the defendant twicely through postal service, receipt of the same

are available on the record but service of the defendant could not be procured and ultimately proclamation for service of defendant was given in Daily Khabrian Lahore but no one did appear on behalf of the defendant and ultimately defendant was proceeded against ex-parte on 11-10-18.

3 The Complainant in his ex-parte evidence got exhibited his affidavit Ex-P/1, purchase receipt Ex-P/2, copy of legal notice Mark P/A and its postal receipt Ex-P/3 also produced PW-2 who tendered these affidavits Ex-P/4.

4 Arguments heard: record perused.

5 Complainant submitted affidavit Ex-P/1 to corroborate the contents of this complaint and also produced PW-2 in support of his claim. Purchase receipt Ex-P/3 dated 30-05-18 shows that complainant paid the amount of Rs. 22800/- to the defendant and copy of Legal Notice Mark-P/A and its postal receipt Ex-P/3 thereafter advertisement in Newspaper shows that defendant deliberately avoided to appear before this Court and he had nothing in his defense. Thus evidence led by the complainant against defendant went un-rebutted. So by virtue of ex-parte evidence: the complainant is successful to prove his version against defendant. The complainant has used the Bricks so question of its return does not arise and refund of the price of the defective Bricks cannot be awarded. Since the complainant was forced by the un-called behaviour of the defendant to take steps before filing the complaint and afterwards engaged in litigation bore its expenses etc: thus the complainant is entitled for compensation, damages /litigation costs including lawyer fee etc of Rs. 50,000/-u/s 31 (e.g) of the PCPA 2005. Total complaint is decreed to the extent of Rs. 50,000/-

6 The remaining claim of the complainant is on higher side and is also not proved through any cogent and convincing evidence and is hereby dismissed. The claim of the complainant is hereby accepted ex-parte in above terms. Costs would follow the event.

7 The Registrar of this Court is directed to send the attested copy of this order to the defendant and ensure the delivery of certified copy to judgment debtor/defendant informing him to pay the above decretal amount within 30-days to the complainant/decreed holder from the date of this order and in case of failing he may be punished with imprisonment for not less than one month which may be extended up to three years or with fine which shall not be less than Rs. 5000/- or both.

After completion, file be consigned to record room

Announced
31-01-19

Muhammad Aslam
D&SJ/Presiding Officer
District Consumer Court Bahawalnagar

It is certified that this Order consists of three pages which have been dictated, corrected and signed by me.

Announced
31-01-19

Presiding Officer
D&SJ/P.O, DCC, Bahawalnagar