

**In the Court of Qamar Ijaz
District & Sessions Judge/ Presiding Officer
Consumer Court Districts Sheikhpura, Nankana-Sahib, Kasur &
Lahore.**

Complaint No	595/2017
Date of institution	24-11-2017
Date of decision.	18-07-2018

**Muhammad Arslan Sultan, Adult, Muslim s/o Shaheen Sultan r/o
Street No. 3 Mohallah Peer Colony, Walton Road, Lahore.**
Complainant

Vs

**Abdullah Mobile Through its Proprietor Mr, Hamza Mughal r/o
Shop No. 1 Ground Floor Darul Rehmat Plaza 22 Yaseen Street Hall
Road, Lahore.**

Defendant

**COMPLAINT U/S 25 OF THE PUNJAB CONSUMER
PROTECTION ACT 2005.**

ORDER.

Complainant Muhammad Arslan Sultan alleges that he on 07-11-2017 purchased Mobile LG GFLEX for Rs. 9500/- fully described in Para No. 2 of complaint, with one month warranty. On next date after purchasing the mobile, the complainant found defect in the mobile which began to hang. The complainant immediately approached the defendant with request to replace it who refused to do so in addition to hurling insult. The complainant sent a legal notice which was replied by defendant but subsequently refused to redress the grievances of the complainant. Hence the complaint for recovery of price of mobile with other damages.

2. The defendant submitted written statement stating that complainant has purchased second hand /used mobile for which no warranty can be granted. However the sale of mobile and its price is admitted adding that complainant had not approached the defendant for redressal of his grievances and made complaint directly.

3. The complainant submitted his affidavit wherein contention raised in the complaint is reiterated. Photocopy of purchase receipt is

also available in the record. The defendant in his affidavit admitted sale of mobile to the complainant and its consideration adding that it was second hand/used one which bears no warranty explaining further that complainant has not approached the defendant for redressal of his grievances. Today, the learned counsel for the defendant during course of arguments submitted written offer to replace the purchased product in addition to paying Rs. 2000/- to the complainant.

4. The relationship between consumer and seller stands established. The photocopy of sale receipt dated 07-11-17 does not contain any warranty as claimed. The defendant has made firm written offer to compensate the complainant which in my opinion is quite justified. Since the complainant has choosed to purchase a second hand brand of mobile, he is held entitled for its replacement with the similar mobile phone of same description which shall be free from any defect and of the same value. The complainant is also held entitled for Rs. 2000/- on account of litigation charges/damages etc. To the remaining extent claim is declined being not justified and complaint is dismissed.

**Announced
18-07-2018**

**Qamar Ijaz
D&SJ/Presiding Officer
District Consumer Court LHR.**

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

**Announced
18-07-2018**

**Presiding Officer
D&SJ/P.O, DCC, LHR**

