

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

Complaint No. 381/2017
Date of institution 30-01-2017
Date of decision 28-05-2019

**Muhammad Babar Naseer S/O Ch. Muhammad Naseer R/O Bungalow
No. 10, Near Circuit House, House No. 19, Sargodha.**

Complainant

V/s

**Hassan Printers, 54-Mayo Hospital Road, Lahore Through its
Proprietor.**

Defendant

COMPLAINT U/S 25 of PCPA 2005

ORDER

Muhammad Babar Naseer, through instant complaint contends that, he hired the services of defendant by selecting design and color of marriage invitation cards on 12-11-2016, for printing the same for a total consideration of Rs. 26,000/-. He paid Rs. 15,000/- in advance and remaining amount was to be paid on the date of delivery i.e 18-11-2016. It is further stated that on the date of delivery, when he went to collect the printed cards, he found that those were not as per specification.

Furthermore, name of bride was wrongly printed as "Mahmoor Qudoos" instead of "Mahnoor Quddous". Furthermore, her father's name was also misspelled as "Qudoos" instead of "Quddous", date of "Mehndi" was also wrongly printed as 12th December 2016 instead of 12th January 2017. The complainant agitated the same and defendant made lame excuses and ensured to get printed new cards, but then refused. The complainant has to got printed fresh invitation cards from Sargodha after payment of Rs. 30,000/-. He also suffered mental agony/financial loss. After serving legal notice and finding no reply of the same, instant complaint was filed.

2. Defendant appeared but failed to submit written statement and was proceeded against ex-parte on 18-04-2017.

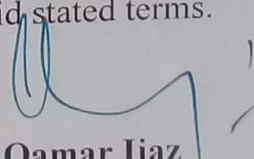
3. The complainant produced his ex-parte evidence consisting upon his own statement as Pw-1, his sworn affidavit as Exb-P/1, booking receipt No. 179 issued by defendant as Exb-P/2, payment receipt of Cheema Press Sargodha as Exb-P/3, marriage invitation card as Exb-P/4, marriage invitation card printed by Cheema Press Sargodha as Exb-P/5-1-6, income tax return of complainant Mark-A, copy of income tax return of his firm Mark-B, copy of legal notice Mark-C with its original courier receipt as Exb-P/6 and counsel fee certificate Mark-D. The PW-2 endorsed the claim by submitting his sworn affidavit Exb-P/7.

4. Exb-P/2 is receipt issued by defendant on 12-11(16), in the name of complainant Babar regarding printing of four hundred cards with "Ok Proof" and date of return as 18-11(16), for a total consideration of Rs. 26,000/-, out of which Rs. 15,000/- was received in advance. So hiring the services of defendant for consideration is proved and relationship of consumer and service provider is established between the parties. Sending of legal notice to the defendant is also established. Perusal of marriage invitation card Exb-P/4, reveals that name of bride is written as "Mahmoor Qudoos". "Mehndi invitation card" is not produced in evidence to determine other faults. Exb-P/5 is marriage invitation card got printed from Sargodha vide receipt Exb-P/3, for a consideration of Rs. 30,000/- on 12-12-16. It bears the name of bride as "Mahnoor Quddous" with correct spelling of word Quddous. The defendant has opted not to contest the claim of the complainant. From the above stated ex-parte evidence of complainant, it appears that defendant while printing the marriage invitation cards Exb-P/4, has misspelled the name of bride and her father which is a fault on his part while providing services to the complainant for consideration. The date of delivery of marriage invitation cards was 18-11-16, and as per the contention of the complainant, he was not satisfied from the printing material/contents of the cards, so he refused to receive the delivery of the same and rushed to another service provider on 12-12-16 (Exb-P/3) for printing the marriage invitation cards. Thus the complainant came to know about the defect in the services provided by the defendant, at least on 12-12-16, but he filed instant complaint on 30-01-2017, which he was supposed to file within 30 days period as provided U/S 28(4) of PCPA

Qamar
District Sessions Judge
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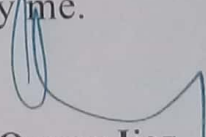
2005. No application for condonation of delay is filed with the complaint. However, as the defendant is not contesting the claim and it is established fact on the basis of ex-parte evidence, that he printed the marriage invitation cards with wrong spellings of names of bride and her father, which was not acceptable to the complainant and defendant has already received Rs. 15000/- in advance and has not yet returned the same to the complainant. For recovery of the said amount the complainant may be forced to approach the other forum by spending more money/time. Since no court fee is payable on the said demand. So in the interest of justice and as per requirement of Section 31 read with Section 15 of PCPA 2005, complaint is allowed partially ex-parte against the defendant with the direction to refund Rs.15,000/- to the complainant. On account of litigation charges, the complainant is held entitled for Rs.1000/- only. Whereas the demand of the complainant for payment of Rs. 30,000/- which he spent for printing of subsequent marriage invitation cards through invoice Exb-P/3, that in no way can be termed as loss of the complainant because the said cards were well utilized by him. Rest of the claim for recovery of damages on account of defamation, mental agony and financial loss etc being not proved /justified is declined and to that extent complaint is dismissed. The complaint is allowed partially ex-parte in the above said stated terms.

Announced
28-05-2019


Qamar Ijaz
D& SJ/Presiding Officer
District Consumer Court,
Lahore.

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

Announced
28-05-2019


Qamar Ijaz
D& SJ/Presiding Officer