

محمد حبیب لطیف ایلم ایسائنر

27-03-19 بجائے کونسل سرعی حاضر اور ججٹ ایبٹائی کے لئے مزید عدلیت کی

استرعا سے لینڈ ایبٹائر 19-04-05 برائے ججٹ ایبٹائی ریسٹی سر

Qamar Ijaz

District Sessions Judge
Presiding Officer District
Consumer Court LHR

19-04-05 بجائے کونسل سرعی حاضر اور ججٹ ایبٹائی کے لئے عدلیت کی استرعا سے

لینڈ ایبٹائر 19-04-05 برائے ججٹ ایبٹائی ریسٹی سر

Qamar Ijaz

District Sessions Judge
Presiding Officer District
Consumer Court LHR

16-04-19 بجائے کونسل سرعی حاضر اور ججٹ ایبٹائی کے لئے عدلیت کی استرعا سے لینڈ

ایبٹائر 19-04-05 برائے ججٹ ایبٹائی ریسٹی سر

Qamar Ijaz

District Sessions Judge
Presiding Officer District
Consumer Court LHR

19-05-03 بجائے کونسل سرعی حاضر اور ججٹ ایبٹائی کے لئے عدلیت کی استرعا

سے لینڈ ایبٹائر 19-05-03 برائے ججٹ ایبٹائی ریسٹی سر

Qamar Ijaz

District Sessions Judge
Presiding Officer District
Consumer Court LHR

15-05-19

Present:

Mr. Tallal Mushtaq Advocate learned counsel for the complainant.

Preliminary arguments heard. Record perused.

Presiding Officer
District Consumer Court
Lahore.

ORDER

Muhammad Haseeb Latif has filed instant complaint Under Section 25 of PCPA 2005, for recovery of damages to the tune of Rs.1,00,00,000/-. It is alleged that he opened a branch of

"THE SAVVY SCHOOL" at Gulshan Ravi, Lahore. He executed a contract on 09.02.17, with the defendant and signed its memorandum, according to which the defendant has to provide services regarding promotion, day to day working, providing goods/deliverable regarding students as books, stationary, uniform and insurance card etc, besides advertising the opening of the branch. It is further alleged that complainant has fulfilled the requirements of contract but the defendant has failed to do so, despite receiving Rs.7,50,000/- in advance as refundable advance fee on signing the contract. Due to refusal of the defendant, to perform his duty under the contract, the complainant has suffered inconvenience, mental/physical torture/distress besides financial loss. He also served legal notice but defendant has not replied the same. Hence, the complaint with the prayer that it be declared that defendant is ^{not} providing services, according to the set pattern and is behaving negligently, unprofessionally and unbecoming, attitude towards the complainant. It is further prayed that defendant be directed to pay ^{the} all expenditures and damages to the complainant as stated in the complaint.

2 Perusal of record transpires that in the instant complaint violation of terms and conditions of alleged agreement dated 09.02.17, by the defendant is claimed and its enforcement is sought. This court function Under PCPA 2005, and Under its Section 25, a claim for damages arising out of contravention of any provision of the said Act can be filed in this court. In the instant case, violation of Section 13 of PCPA 2005, is invoked with the plea that defendant is service provider and he has failed to provide services to the complainant, so he is liable to pay the damages. Under Section 13 of PCPA 2005, liability of defendant arises when he has provided any services which are not as per regulated standard of services mentioned in Section 14 of the said Act. Since, in the instant case, defendant has not provided any services to the complainant, so question of its being faulty in nature does not arise which is condition for taking cognizance of the matter by this court. Providing of services is a voluntarily step and no person can be forced by this court to necessarily provide any services to anybody, which even otherwise amounts to be a bounded labour. For enforcement of an agreement between the parties, the proper forum is the Civil Court and not the Consumer Court. The complaint before this court is not competent which is accordingly dismissed with the observation that complainant may seeks his remedy before competent forum in accordance with law. File be consigned to the record room.

Announced
15-05-19

Qamar Ijaz
P/O, DCC, Lahore