

**IN THE COURT OF MUHAMMAD KALEEM SHEIKH,
PRESIDING OFFICER / DISTRICT & SESSION JUDGE,
DISTRICT CONSUMER COURT, FAISALABAD.**

Muhammad Anwar s/o Muhammad Hanif R/o Chak No. 218 RB Prokian wala Faisalabad. (Claimant)	1. Nazir Hussain s/o Nawab Din R/o H# 42 St No. 2 Annanad Pura Chak No. 279 Kallan Faisalabad. 2. Ghulam Mustafa s/o Taj Din R/o H# 175 St No. 4 Qaim Pura Tariq Abad Faisalabad. (Defendants)
Claim No:	282/DCC-2008.
Date of Institution of Claim	14.07.2008.
Date of decision	11.03.2009.

Muhammad Anwar Hussain

Vs.

Naazir Hussain etc.

**CLAIM U/S.4, 5,6,7,8, OF THE PUNJAB CONSUMER PROTECTION
ACT, 2005.**

ORDER:-

1. Briefly facts, discerning this case as delineated in the claim are that the defendants initiated a residential colony with the name of "Murshad Bahu" at Chak No. 60/GB Shahbaz Pur Tehsil and District Faisalabad. The defendants/proprietors of the above said Scheme sold a Plot measuring 12 Marlas at Khawat No. 229 in lieu of consideration of an amount Rs. 470000/- to the claimant vide agreement No. 3183 dated 02.02.08, which they promised that they would get completed the Sewerage System, Soaling and installation of Electricity within a period of four months and that if the above said amenities are not provided, they would be duty bound to pay double the received amount to the claimant. The claimant has paid the consideration amount to the defendants under the said agreement, but they have not provided the said facilities there at the spot up to the stipulate period, hence, the claimant has

lodged this claim for recovery of an amount of rupees Ten Lakhs as damages u/s (4 to 8) Punjab Consumer Protection Council Act, 2005.

2. The defendants have vehemently opposed the claim by filling their statement of defence, inter alia, on the ground that the claimant had got executed the agreement dated 23.06.07, where, there was no mention of the development programme in the locality, that the subsequent agreement dated 02.02.08 was brought in to black and white by them with the assurance that the claimant would not initiate any legal proceedings in pursuance thereof that hence, the defendants subscribed their signature on it on blank stamp papers.
3. As this complicated case involved mixed question of law and facts and needed evidence, hence, the parties were directed to produce their evidence in support of their respective version. In his evidence, the claimant Muhammad Anwar has got recorded his statements as PW-1 through his affidavit as EX PW-1/1 whereas he has produced Shahbaz and Nazeer Ahmad as PW-2 and PW-3, respectively. In his documentary evidence, the claimant has adduced the agreement dated 02.02.08, as Mark "A", special power of attorney, as Mark "B", two snaps as Mark "C" and "D" as of EX-P1 and EX-P2 colony map Mark "E". In rebuttal, the defendant No. 1 and 2 appeared as their own witness as DW-1 and DW-4, respectively, and they have got examined Munir Ahmad and Ashraf as DW-2 and DW-3 through affidavits EX-P2/1 and EX-P3/1 respectively, but Muhammad Ashraf DW-3 was later on given up when he was going to be cross examined for the reason that he was collusive with the claimant.
4. After conclusion of evidence of the parties, I have heard both the sides at length and have perused the record care fully and inestimably.
5. From the pleading of the parties the statements of the witnesses as produced by both the sides, and evidence on record it has been admitted that the claimant has purchased the plot measuring 12 Marlas from defendants for consideration of Rs. 470000/-, that this much sale price stands paid to the defendants and that the possession of the said plot has been delivered to the claimant. The only controversy to be resolved in between the parties is whether or not the defendants promised the providence of the amenities like Sewerage, Soaling, and Electricity installation etc within the period of four months, in the vicinity of disputed plot, hence, I would now confine myself to this mootable point.

6. It is manifest from the agreement dated 02.02.08, that in the concluding lines of the same, the defendants promised the above said facilities to the claimant over his purchased plot. The execution of this document has not been denied as the defendants have themselves admitted their signatures on it. However, the defendants have contested the contents of this document on to fold-grounds that their signatures on it were taken on blank paper and that the claimant has not produced the previous agreement dated 23.06.2007, where there was no mention of the provision of said facilities. However, both the objections are conjectural because there is no rebuttal of the brochure as Mark“E”, which clarifies the claimant’s stand in full and the claimant was not required to produce the previous agreement, if any, as the final agreement in subsequent date has not only been produced by him but its execution has been admitted by the defendants themselves.
7. From the above said scenario, it is clear to my entire satisfaction that the defendants instigated the claimant to purchase the plot through their attractive brochure to provide the amenities as mentioned therein to him in the purchase plot, but later on deviated from the terms and conditions as laid down claimant in the agreement dated 02.02.08, hence, I have no hesitation to accept the claim showing faulty and defective service on their part The claim is hereby accepted.
8. As all the allegations contained in the claim about the services provided have been found to be true, the defendants are directed to pay compensation to the consumer an amount of Rs. 940000/- for the loss suffered by him due to the negligence of the defendants u/s 31 (e) and an amount Rs. 10000/- as lawyer fee including expenses on legal proceedings u/s 31 (g) of the Punjab Consumer Protection Act, 2005. The defendants shall pay the total decretal amount Rs. 950000/- to the claimant within a period of 30 days otherwise they shall be dealt with u/s 32 (2) of the Punjab Consumer Protection Act, 2005. File be consigned to the record room after its due completion.

Announced
09.01.2009.

Muhammad Kaleem Sheikh,
Presiding Officer/
District & Session Judge,
District Consumer Court, Faisalabad.

Certified that this judgment consists of four pages, dictated, signed and corrected by me.

Muhammad Kaleem Sheikh,
Presiding Officer/
District & Session Judge,
District Consumer Court, Faisalabad.