

**IN THE COURT OF PERVEZ IQBAL SIPRA,  
DISTRICT & SESSIONS JUDGE / PRESIDING OFFICER,  
DISTRICT CONSUMER COURT,  
FAISALABAD.**

Complaint No            370/20115  
Date of institution    28.11.2015  
Date of decision       11.12.2017.

Qaisar Saqlain S/o Muhammad Latif R/o Chak No.153GB, Toba Tek Singh.

**Versus**

1. Country Manager, Sky Net Worldwide Express Cargo Complex near Flight Kitchen Jinnah Terminal Airport, Karachi.
2. Area Manager, Sky Net Worldwide Express R/o P-19 Kotwali Road, Faisalabad.

**Claim u/s 25 of the Punjab Consumers Protection Act, 2005.**

**ORDER:-**

The claimant by filing this complaint has contended that on 14.07.2015, he handed in a parcel weighing 8kg, containing clothes to defendant No.2 for delivery at Glasgow (United Kingdom) and the receipt bearing No.000700334121 was issued by him. The clothes in parcel had the price of Rs.3,44,760/-. The clothes were to be used in a marriage ceremony being held at Glasgow on 09.08.2015. The parcel was not delivered at Glasgow to the consignee within two weeks. He then contacted with defendant No.2 and made a complaint that the shipment had not been delivered but no satisfactory answer was given. After that, he repeatedly visited the office of defendant No.2 but he always adopted evasive conduct. Ultimately, he contacted with defendant No.1 but no positive information was given to him regarding the shipment. He moved an application to the Marketing Manager of Sky Net Worldwide at Faisalabad whereby he informed

that the shipment was missed and he might be paid compensation but his grievance was not redressed. Because of faulty services of the defendants, he faced mental torture, the compensation for which may be Rs.10,00,000/-. He gave notice to the defendants but no reply, hence, the instant complaint.

2. The defendants contested the complaint by filing written statement. They have contended that the complaint is time barred and within the prescribed period, no application was submitted to the company. However, they admitted that the parcel was booked for delivery at Glasgow and the receipt bearing No.000700334121 was issued.

3. At pre-trial stage, no one offered for settlement and then the evidence of both the parties was recorded.

4. The claimant entered into the witness box as PW1 and also examined Muhammad Adnan Nasir PW2. They both submitted their affidavits Ex-P1 & Ex-P2, whereby they swore all the facts which had been mentioned in the complaint. In addition to it, the claimant brought on file the copies of notices Mark P/A & Mark P/B, the receipts of post office Ex-P3 & Ex-P4, the copy of application submitted to the Marking Manager Mark P/C, the copy of receipt issued by Bismillah Zari House Mark P/D, the receipt Mark P/E, the copy of tracking detail Mark P/F, the booking receipt Mark P/G and the marriage invitation card Mark P/H. On the other hand, the defendants examined Ijaz-ul-Hassan as DW1 and he tendered his

affidavit Ex-D1. The learned counsel for the defendants also tendered the copies of some documents which are Mark D/A to Mark D/C.

5. Arguments heard, record perused.

6. On behalf of the defendants, the facts asserted by the claimant in respect to the shipment have not been denied. Ijaz-ul-Hassan DW1 is the Marketing Manager of Sky Net Worldwide Express and has been working at the post for twelve years. He admitted that the weight of the parcel which was got booked for delivery at Glasgwo, was 8kg and the articles were checked and counted. He collected the parcel and issued the receipt bearing No.000700334121. In routine, such a shipment is delivered within six days but the shipment in question was not delivered to the consignee. He admitted that after 2-3 months, the application was given by the claimant to him whereby he made a complaint about non delivery of the shipment. He also admitted that after one month, the claimant came to his office and informed that the shipment had not been delivered. The receipt bearing No.000700334121, the copy of which is on file Mark P/G reveals that the parcel handed over to the defendants contained three ladies dopattas, two trousers, one shirt, four ladies suits (two pieces), one piece of fabrics and four sherwanies. The value of the parcel has been mentioned 19 dollars but it is not logically acceptable that such articles had so less price. It was mentioned by defendant No.2 at his own, perhaps, to the fraud the custom authorities. The claimant produced the copies of receipts

regarding purchase of these articles wherein the price has been mentioned but it has not been denied by the defendants specifically.

7. During the course of arguments, the learned counsel for the defendants pen-pointed that in the notice stately sent to the defendants, the price of the articles was mentioned Rs.34,676/- while in the complaint, it has been mentioned Rs.3,46,760/-. The learned counsel for the defendants also has asserted that the price of the articles may not be accepted more than the amount mentioned in the notice. It is also not acceptable that so much articles had the price of Rs.34,676/- and while giving notice, a clerical mistake might have happened by the counsel by not mentioning (0) on the right side of the digit (6). The claimant when submitted the application to the Marketing Manager, he clearly mentioned that the price of the clothes was Rs.3,46,760/- and the submission of this very application has been admitted by defendant No.2. The notice lateron was given by the claimant's counsel and because of a clerical mistake, the counsel missed (0) but this mistake may not be deemed the claimant's contention. His contention regarding the price of the articles in question was very clear and in this complaint, he also has clearly taken down the price of the clothes Rs.3,46,760/-. Because of a clerical mistake of the counsel, the claimant may not be penalized by considering the price of the clothes less to the extend of about Rs.3,00,000/-. The parcel was misplaced by the defendants and till now, has not been handed over to the claimant. In the circumstances, the defendants rendered faulty services by not delivering the

consignment well within time to the consignee and that in result to their faulty services, the claimant suffered loss of Rs.3,46,760/- which was the price of the articles handed over to the defendants for delivering at Glasgow. The claimant remained in contact with the defendants and asked for redressal of his grievance but the matter was put off on the one pretext or other. Being disappointed, he gave notice u/s 28 (1) of the Punjab Consumers Protection Act, 2005 and then filed claim. His claim is well within time because of he accrued the cause of action when the defendants denied to redress his grievance. If the application was made to the defendants after the period prescribed by them, the claim of the claimant may not be deemed beyond time because the time prescribed by the defendants is not binding upon the court and the court is to take into consideration the relevant law and not the bylaws / rules made by the defendants.

7. For what has been discussed above, the claim in hand is accepted and the defendants are directed to return the consideration which they received from the claimant for delivering the shipment at Glasgow and also to pay Rs.3,46,760/- as the price of the articles missed / lost. So far as the treatment of the claimant for mental torture is concerned, no proof in the respect has been brought on file and in the complaint, it also has not been mentioned that he spent some amount for treatment. Hence, as damages for mental torture, nothing may be granted, however, as expenses incurred on legal proceedings an amount of Rs.20,000/- will have to be paid by the defendants to the claimant. The defendants are directed to comply with this order and if

(6)

they fail to comply with this order, the proceedings u/s 32 (2) of the Punjab Consumers Protection Act, 2005 will be initiated against them. The Registrar of this court is directed to send a copy of this order to the defendants free of costs and the receipt thereof be ensured and got acknowledged. After due completion, the file be consigned to the record room.

**Announced**  
**11.12.2017**

**(Pervez Iqbal Sipra)**  
District & Sessions Judge/  
Presiding Officer,  
District Consumer Court, Faisalabad.

Certified that this order consists of six pages and each page has been dictated, read, corrected and signed by me.

**Dated**  
**11.12.2017**

Presiding Officer,  
District Consumer Court, Faisalabad.

**Short order**

**Present:-**

**Nemo.**

**ORDER**

Vide order dated even passed in English separately, the complaint in hand is accepted and the defendants are directed to return the consideration which they received from the claimant for delivering the shipment at Glasgow and also to pay Rs.3,46,760/- as the price of the clothes missed / lost and also to pay Rs.20,000/- as expenses incurred on legal proceedings and the prayer of the claimant for the rest claim is turned down. After due completion, the file be consigned to the record room.

**Announced**  
**11.12.2017**

**(Pervez Iqbal Sipra)**  
District & Sessions Judge/  
Presiding Officer,  
District Consumer Court, Faisalabad.