

**IN THE COURT OF BAKHT FAKHAR BAHZAD,**  
**DISTRICT & SESSIONS JUDGE/JUDGE CONSUMER COURT**  
**GUJRAT**

CASE NO. 99-2016  
Date of institution: 20-12-2016  
Date of decision: 10-04-2017

*Rafaqat Ali S/O Muhammad Aslam, R/O Banth, present address  
Gulewal, Teh & Distt Gujrat.*

*Claimant*

***Vs***

*Shujaht Tariq S/O Muhammad Tariq, Proprietor Nazir Hussain Steel House,  
Railway Road, Gujrat.*

*(Defendant)*

*Present: Claimant Rafaqat Ali along with his counsel Muhammad Akram  
Shahid  
Advocate.  
Defendant ex-parte*

**COMPLAINT/CLAIM UNDER SECTION 30 OF PUNJAB CONSUMER  
PROTECTION ACT, 2005**

**Judgment:**

1. By filing this claim under section 25 of Punjab Consumer Protection Act, 2005 (herein after referred to as "Act" for brevity) against the defendant, Rafaqat Ali claimant has asserted that on 10-08-2016 he purchased Double Bed from the defendant who provided 5 years guarantee. He further asserted that when the wood which was used for preparing Double Bed became dry, changed its shape, on this the claimant contacted with the defendant which put off the matter on one pretext or the other and ultimately he abused him and expelled him from his showroom in the presence of witnesses, claimant sent legal notice to the defendant which was not responded.

2. Following prayer has been made by the claimant in his claim:-

- 1 Price of Double Bed Rs.44,000/-
- 2 Transportation Rs.5,500/-
- 3 The defendant may kindly be issued direction to pay Rs.1,00,000/- to claimant for causing inconvenience and mental torture.

4 Damages worth Rs.1,00,000/-causing loss of reputation.

5 One lac claim for compensation for using abusive language and for paying the insult of claimant.

3. Vide order dated 20-12-2016 the defendant was summoned through registered A.D and through messenger of this court who in pursuance of above said order appeared on 02-01-2017. Thumb impression of defendant obtained on margin of order sheet and was directed to submit written reply and case was adjourned for 09-01-2017 and on the above said date respondent appeared and again made request for submission of written reply of claim and on that date his signatures was also obtained on the margin of order sheet and complaint was adjourned for 16-01-2017. Thereafter the respondent disconnected himself from the proceedings of court and today claimant has appeared but despite repeated calls, the defendant has not appeared nor submitted his written reply either through counsel or through agent. Therefore he has been proceeded against ex-parte today.

4. I have availed opportunity of listening ex-parte arguments of the counsel for claimant, the claimant has also been heard personally and perused the claim and all the data available on record.

5. Needless to observe that Rule 14 (5) of Punjab Consumer Protection Rules,2009 authorize this court to decide claim ex-parte if defendant fails to appear on the day of hearing.

6. Contents of claim of claimant which have been referred supra are supported by an affidavit and there is no rebuttal of these contents from defendant side. Similarly copy of legal notice sent to defendant is also part of judicial file and postal receipt annexed with claim shows that the same was dispatched to the defendant on 22-11-2016. Purchase receipt of furniture is also on the record which confirms that the claimant purchased Double Bed from the defendant.

7. Conduct of the defendant is also relevant here that what to speak about reply of legal notice sent by claimant/complainant, he did not bother to make compliance of repeated orders of this court for submission of written reply of claim/complaint.

8. Claimant purchased Double Bed from the defendant for consideration of Rs.44,000/-, in these circumstances relationship of consumer and manufacturer as defined in section 2 (h) between the parties has been established.

9. In view of the above, I feel no hurdle to hold that defendant is liable for selling defective product i.e Double Bed to the claimant due to which reason claimant definitely suffered financial loss, also suffered agony and inconvenience due to supply of defective product and according to receipt annexed with the claim he has given guarantee of 5 years.

10. In view of above, claimant has succeeded to prove his claim. Coming to question of relief, as the claimant has not annexed the certificate of fee of counsel as required under section 28 (3)PCPA2005 & Rule 13 PCPR 2009. Moreover, the claim for damages of mental torture, reputation and insult has been mixed up. The claim of transportation of worth Rs.5,500/- also seems to be exaggerated. However, to some extent relief of compensation liable to be granted although the same has not been specifically prayed for.

11. Therefore in terms of section 30(1) and section 31 of the Act, this court issue an order to defendant to take following steps within one month from today

1. To replace Double Bed with new product of similar description and price which shall be free from any defect.
2. To pay lawyers fee of Rs.10,000/- which incurred on the legal proceedings.
3. To pay Rs.10,000/- as compensation to claimant due to defective product.

Disposed off.

12. File shall be consigned to record room after its due completion. Copy of this judgment shall be sent to defendant through post by Registrar of this court forthwith.

Announced: 10 -04-2017

**BAKHT FAKHAR BAHZAD**  
District & Sessions

Judge/

judge Consumer

*Court Gujrat.*

*Certificate:-*

*It is certified that this judgment consists of three pages. Each page has been dictated, read, corrected and signed by me.*

*Announced: 10 -04-2017*

***Judge consumer court***

***GUJRAT.***