

**In the Court of Judge Mahar Tahir Nawaz Khan
District & Sessions Judge/ Presiding Officer
Consumer Court Districts Sheikhupura, Nankana-Sahib, Kasur &
Lahore.**

Complaint No	496/16
Date of institution	08-09-2016
Date of decision.	15-01-2018

**Rai Zafar Ahmad Bhatthi S/o Rai Shafique Ahmad Bhatthi R/o
Rangers Headquarter, Barki Road, Lahore.**

V/S

**Haji Sharif & Haji Lateef Furniture House Furniture Market, Shezan
Factory, near Zenab Masjid, Bund Road, Lahore.**

**COMPLAINT UNDER PUNJAB CONSUMER PROTECTION ACT,
2005 AND CLAIM FOR THE DAMAGES OF Rs. 60,000/-**

Order.

1. The complainant has filed the instant complaint against the defendant with brief contentions that on 11-06-16 he purchased two beds, one single and one double bed with side tables from the respondent in consideration of Rs. 44,000/- from the respondent. It is stated that respondent assured that furniture is of good quality and gave life guarantee to the complainant but when complainant used the said furniture, which was found to be degrade quality which is effected from Deemak. The complainant approached the respondent and requested to change the said furniture but respondent misbehaved with the complainant and refused to change the same. Being aggrieved after serving the legal notice filed the present complaint.

2. Respondent was proceeded against Ex-parte. The complainant appeared as PW-1 and tendered his affidavit Ex-P/1, purchased receipt Ex-P/2, copy of legal notice Mark P/A, its courier receipt Ex-P/3.

3. Arguments heard: record perused.

4. Complainant submitted his affidavit Ex-P/1 to corroborate the contentions of his claim. The complainant has tendered purchase receipt Ex-P/3 to establish that he had purchased furniture from the respondent. Record shows that respondent did not appear before this Court despite the fact that notice issued by this Court on his address was received by one

Noman and was proceeded against ex-parte, which shows that as a matter of fact respondent conceded the claim of complainant. There is no rebuttal, so while relying upon ex-parte evidence: the complainant is successful to prove his version against respondent regarding providing of defective product to him. Therefore, the complaint is accepted ex-parte and respondent is directed to replace the furniture of complainant with new one defect free furniture within 15 days after communication of this order failing which shall refund the price of the furniture i.e Rs. 44,000/- after taking back the furniture in question. Since the complainant was forced by un-called behaviour of the respondent to take steps before filing the complaint and afterward engaged in litigation, thus the complainant is also entitled for compensation/litigation charges, thus the complainant is also entitled for compensation/litigation costs of Rs. 25000/-. The remaining claim of the complainant regarding physical and mental torture, travel expenses is not proved through any cogent and convincing evidence and same is declined. Even otherwise the same is not covered under PCPA 2005. The complaint is decreed to extent of above terms.

5. Defendant is directed to comply with the detailed above order within 15 days after communication of this order: failing which proceeding under section 32 for sentence of imprisonment in term up to three years and fine of Rs. 25000/- will be initiated in execution proceedings for non compliance of Court, order. Copy of this order be sent to the defendants for compliance.

After completion, file b'e consigned to record room.

Announced
15-01-18

Judge Tahir Nawaz Khan
D&SJ/Presiding Officer
District Consumer Court LHR.

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

Announced
15-01-2018

Presiding Officer
D&SJ/P.O, DCC, LHR