

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

Complaint No	81/2018
Date of institution	27.03.2018
Date of decision	04.05.2018.

Rana Muhammad Afzal S/o Nazeer Ahmad R/o Abbas Nagar P-141 Sher Singh Wala Chak NO.219 RB, Ghulam Muhammad Abad, Faisalabad.

Versus

Sarajia Steel Works & Pipe Store through its Proprietors Muhammad Usman & Muhammad Israr, situated at Gohar Steel Market Rana Chowk, Maqbool Road, Faisalabad.

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

ORDER:

By filing this claim, the claimant has contended that he purchased grills from the defendants in the months of January and February 2018, for the consideration of Rs.41,875/-. The defendants assured him that the grills were of heavy and standard material. The defendants fixed the grills at his house in the first week of March 2018. Within one week from fixation, the grills became curved and sustained damage, whereby it appears that the material of substandard quality was used. He made a complaint to the defendants about the defective product but they paid no attention. Ultimately, he gave notice u/s 28 (1) of the Punjab Consumer Protection Act, 2005, to the defendants on 17.03.2018, whereby damages were claimed but of no avail, hence, the instant complaint.

2. The summons were issued to the defendants through the process server and registered post but they could not be served. Ultimately, the summons were got published in the newspaper "Daily

Express” Faisalabad, but despite all it, the defendants did not appear before the court and consequently, were proceeded against ex-parte.

3. The claimant himself entered into the witness box as PW1 and submitted his affidavit Ex-P1. Through his affidavit, he reiterated the contents of the complaint. He has clearly stated that when he entered in to agreement with the defendants for purchasing grills, they assured that the material for grills would be used of standard quality but the grills after fixation at his house seemed to be of low quality. The grills have become curved and sustained damage. He also produced the receipts Ex-P2 and Ex-P3 showing that the grills alongwith other material were purchased from the defendants for Rs.41,875/-. While purchasing the grills, the claimant made payment of some amount and whole the consideration has not been acknowledged received by the defendants. However, when the defendants fixed the grills, definitely they received whole the consideration and it has not come on the record that some amount was outstanding towards the claimant. The claimant through his affidavit has sworn that he paid whole the consideration and this very version has not been rebutted. The claimant gave notice to the defendants u/s 28 (1) of the Punjab Consumer Protection Act, 2005, through courier services, the copy of which is Mark P/A. The receipt of courier service Ex-P4 supports the claimant’s contention that the shipment stately containing notice was sent to the defendants. In March 2018, the grills became curved and sustained damage and then the claimant filed this claim within thirty days. In the circumstances, the claim in hand is well founded, thereby is accepted and the defendants are directed to pay Rs.41,875/- which they received as consideration of

grills. However, they will have right to remove the grills from the claimant's house. Section 10 of the Punjab Consumers Protection Act, 2005, restricts to grant damages, where the consumer has not suffered any damage from the product except the loss of utility. The claimant only suffered the loss of utility and no further damage caused, therefore, he is not entitled to damages, however he is held entitled to costs amounting to Rs.10,000/- incurred on legal proceedings. The defendants are directed to comply with this order within sixty days and if 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. A copy of this order be also delivered to the claimant. After due completion, the file be consigned to the record room.

Announced
04.05.2018

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

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

Dated
04.05.2018

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 pay Rs.41,875/- which they received as consideration of grills. However, they will have right to remove the grills from the claimant's house. The defendants will also have to pay Rs.10,000/- to the claimant as costs incurred on legal proceedings. After due completion, the file be consigned to the record room.

Announced
04.05.2018

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