

In the Court of Qamar Ijaz
District & Sessions Judge/Presiding Officer
Consumer Court Districts Sheikhupura, Nankana Sahib, Kasur
& Lahore

| | |
|----------------------------|------------|
| <i>Complaint No.</i> | 652/2017 |
| <i>Date of institution</i> | 22-12-2017 |
| <i>Date of decision</i> | 01-12-2018 |

Rana Muhammad Asif Advocate High Court r/o House No. 160, Ali Block Ittefaq Town, Lahore.

Complainant

V/s

M/S Umer Auto Parts & Oil Shop Multan Chungi, Wahdat Road, Lahore through Proprietor.

Defendant

COMPLAINT U/S 25 of PCPA 2005

ORDER

Rana Muhammad Asif (Advocate) has filed the instant complaint alleging that on 02-11-2017, he purchased break shoe of front tyres of his car for a consideration of Rs. 950/- However on very next day, when he was on his way to home, his car stopped suddenly due to breakage of said break shoe. The complainant approached the defendant and told him about the defect in the break shoe sold by him and requested for return of paid price but defendant flatly refused. After serving legal notice, he filed instant complaint for recovery of total Rs. 2,22,950/-

2. The defendant was served with a notice by the Court who failed to appear and was proceeded against ex-parte on 16-02-2018.

2. The complainant produced his ex-parte evidence consisting upon his own statement as Pw-1, his sworn affidavit as Exb-P/1, Original Payment receipt Exb-P/2, copy of legal notice Mark-P/A its dispatch receipt as Exb-P/3 and break shoe as Exb-P/4. One Yasir Mumtaz Pw-2 supported his claim by submitting his affidavit Exb-P/5.

3. From the above discussed ex-parte evidence which remains un-rebuttal, the relationship of consumer and seller is established between complainant and defendant. Sending of legal notice is also established. It is also established that defendant sold defective break shoe to the complainant

and then refused to replace the same or to pay price thereof. Since the complainant has already got replaced the said break shoe in emergency and he is not in need of replacement of the same, so keeping in view the restrictions contained in Section 10 and as per requirement of Section 31 of PCPA 2005, complaint is allowed partially ex-parte and the defendant is directed to refund the paid price of break shoe Rs. 950/- to the complainant. after receiving back the sold product from the complainant. On account of legal charges complainant is held entitled for recovery of Rs. 1000/- only and to the remaining extent his claim is declined. Whereas the claim of damages on account of mental torture/agonny is concerned that being not proved/justified is declined and to that extent complaint is dismissed. The complaint is allowed partially in the above said terms.

Announced
01-12-18

Qamar Ijaz
D& SJ/Presiding Officer
District Consumer Court,
Lahore.

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

Announced
01-12-18

Qamar Ijaz
D& SJ/Presiding Officer

