

IN THE COURT OF MR. SOHAIB AHMAD RUMI,
DISTRICT & SESSIONS JUDGE/PRESIDING OFFICER,
DISTRICT CONSUMER COURT,
SIALKOT/NAROWAL.



Case No.21/2017

Date of Institution: 29.03.2017

Date of Decision: 23.04.2018

Riaz Ahmad S/O Muhammad Ashraf, Awan by caste R/O Mouza
Harrar, Tehsil & District, Sialkot.

(Claimant/consumer)

Versus

Muhammad Anwar, Proprietor Masha ALLAH Traders & Furniture
House (Registered) Situated at Airport Road, Gohad pur, Sialkot.

(Defendant)

COMPLAINT U/S 25 OF THE PUNJAB CONSUMER
PROTECTION ACT, 2005.

Judgment:

Briefly stated facts of the case, as emerged out of the
complaint, launched at the instance of consumer-complainant-Riaz
Ahmad are, that on 28.05.2015, he purchased following furniture
from defendant's (display Centre) for a consideration amount of Rs.
168,000/- (Rupees One Lac & Sixty Eight Hundreds only) against a
02 years warranty.

a) Bed Set Model (03 pieces)	Rs.92,000/-
b) Suting Almira	Rs.48,000/-
c) Decwan	Rs.28,000/-
d) Total Price	Rs.168,000/-

At the sale/transaction time defendant assured the products
accurate, under warranty and promised that he shall be responsible
for any defects. It is further averred that defendant, despite
receiving excessive price than market, prepared the products with
old and substandard material, which is against the terms and

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District Consumer Court
Sialkot

District & Sessions Judge/
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in the furniture. Defendant by false, deceptive and misleading representation sold substandard and damaged products to the claimant.

02. According to the claimant on 04.03.2017 he served a legal notice to the defendant but defendant did not bother to reply the same or to redress his grievance. Hence, this claim with the demand of Rs. 448,000/-.

03. Defendant was summoned who contested the complaint by filling written reply, controverted the allegations leveled against him with the assertion that claim is time barred. Claimant after complete inspection of the product and satisfaction received the same and that the claim has been filed just only to harass and black mail the defendant, which be dismissed with costs.

04. Reconciliation efforts, at pre trial stage remained fruitless, therefore, both the parties were directed to lead their respective evidence.

05. From the claimant side, claimant himself appeared in the witness box as A.W.1 and produced Asif Saddique A.W.2. They produced their affidavits in the shape of Exh-A.1 and Exh-A.2. Learned counsel for the claimant in his statement produced receipt regarding purchase of products Mark-A, copy of legal notice to defendant Mark-B, Copy of postal receipt regarding issuance of legal notice to defendant Mark-C and closed his evidence. From the defendant side, Munir Hussain R.W.1 appeared in the witness box and corroborated the defendant's version. Learned counsel for the defendant, while submitting original visiting card of the defendant Exh-R.1 closed the evidence.

06. Arguments heard. Record perused.

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District Consumer Court
Islamkot

District & Sessions Judge/
Presiding Officer
District Consumer Court Islamabad

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Suiting Almirah and Deewan for Rs.168,000/-from the defendant against a warranty period of two years. It was assured and warranted by the defendant that the furniture is of best quality and in case, any defect arises therein the defendant shall be responsible to that. During the warranty period the furniture worn out and damaged.

08. I have examined the file and gone through the record. It is manifest from Mark-A (Purchase receipt) issued by defendant wherein it is clearly mentioned that furniture warranty is for two years. From perusing the written reply, it is admitted that defendant has prepared the furniture and received total sale price of the disputed products and provided 02 years warranty.

09. While examining the evidence of defendant side it is admitted that defendant provided 02 years warranty of the sold products. It is admitted that defendant after filing complaint in the Court has taken back the furniture and promised its repairing. Defendant is ready to repair the products and to remove the defects.

10. After considering deeply the available record on the file, I am of the view that defendant has failed to fulfill the terms of warranty provided by him for 02 years of the product. During the warranty period it became damaged, however, claimant has failed to produce any inspection report of an expert to assess as to what extent the furniture is damaged and what will be the costs/charges of the same. However, defendant has admitted to remove the defects in the product and the furniture is lying with the defendant for repair, as such defendant is directed to repair the product in question and to remove all the defects within 01 week to the entire satisfaction of the claimant and thereafter deliver the furniture. Before delivery,

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District Consumer Court
Bhaktol

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by the expert from TEVTA or any other Govt. Department. Defendant is directed to comply with the order within the stipulated period after passing of this judgment. Failing which law shall take its own course and proceedings U/Sec. 32 shall be initiated. Cost of litigation charges Rs.5000/- (Five Thousands only) is also awarded which shall be paid by the defendant to the claimant. File be consigned to the record room after its due compilation.

Announced:
23.04.2018.



Presiding Officer
District Consumer Court
Sialkot/Narowal.


CERTIFICATE

Certified that this order contains four pages and each of pages is dictated, corrected and signed by me.

Announced:
23.04.2018.




Presiding Officer
District Consumer Court
Sialkot/Narowal.

نقل بطریق اہل ہے

پیشواں ضلعی عدالت
سیالکوٹ/نارووال
8-12-2018
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