

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

Complaint No	63/2015
Date of institution	13-02-2015
Date of decision.	17-07-2018

**Riaz Ahmed s/o Muhammad Sadiq r/o Main Bazar Hadokey near  
Sonehri Masjid Tehsil Muridke District Shekhpura.**

**Complainant**

Vs

- 1. M/s Orient Electronics (Pvt) Ltd Head Office/Factory 26-  
Multan Road, Lahore Through its General Manager/Managing  
Director.**
- 2. Multi Electronics, 1-B Main Abid Market, Temple Road, Lahore  
Through its Proprietor.**

**Defendants**

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

**ORDER.**

Mr. Riaz Ahmad claims that he purchased a refrigerator on 10-05-2014 made by M/s Orient Electronics (Pvt)Ltd fully described in Para No. 1 of the complaint with three years warranty of its compressor, and for service and spare parts of one year warranty. On the very first day, it was found that refrigerator did not function properly. However on 05-08-14, the complainant lodged formal complaint and a representative /expert of defendant No. 1 inspected the refrigerator and found the compressor faulty which was replaced.

However replaced compressor was also not free of defect and it stopped working. The defendants played fraud with the complainant by selling a damaged and faulty refrigerator. The complainant sent a legal notice which was not replied by the defendants. Hence the complaint for damages to the tune of Rs. 10,00,000/-.

2. Both the defendants appeared and submitted separate written statements. However the defendant No. 2 subsequently disappeared and was proceeded against ex-parte on 12-04-16.

3. The defendant No. 1 in his written statement contended that complainant has no cause of action, has concealed the facts and complaint is time barred. It is further contended that sold refrigerator was not faulty/defective however due to shortage /fluctuation of electricity of voltages, its performance became effected. Filing of complaint and replacement of compressor is admitted explaining that complainant himself has refused to send the refrigerator at the workshop of defendant for ascertaining fault. Defendant No. 2 in his written statement contends that complainant himself has selected the refrigerator and now the defendant No. 1 is dealing the complaint and is responsible for providing further service or replacement of the refrigerator.

4. Only the complainant and defendant No. 1 have produced evidence while no evidence is produced by defendant No. 2.

5. Complainant himself appeared as Pw-1, submitted his affidavit as Ex-P/1, purchase receipt Ex-P/2, warrantee card Ex-P/3, complaint receipt Ex-P/4, copy of legal notices Ex-P/5 and P/6 and the receipts thereof Ex-P/7 to P/8. Muhammad Ahmad Tabassam has supported his

claim. From defendant No. 1 one witness (Rw-1) appeared besides production of warranty certificate Ex-R/3.

6. It is not disputed fact that complainant has purchased refrigerator on 10-05-14 with three years warranty of compressor and for services of spare parts which is mentioned in Ex-P/3 as well as Ex-R/3. It is also admitted fact that earlier when complainant has made complaint regarding defect of compressor, it was replaced by the defendant No. 1 however, when subsequently defect reoccurred, the complainant informed the defendant but defendant demanded that refrigerator be sent to its workshop as mentioned in the written statement of defendant No. 1. RW-1 admits all these facts adding that after attending first complaint when the refrigerator was checked and compressor was replaced, no complaint of the consumer was attended by the Company. He shows his ignorance about any correspondence between consumer and company. The defendant No. 2 is unable to rebut the claim of consumer by shifting his liability upon the shoulder of defendant No. 1. In the light of above discussed evidence, it is established that complainant is a consumer of the defendants who purchased a product i.e refrigerator from them which has developed defects and to remove the same is the responsibility of the defendants who have failed to do so despite the fact that consumer has made complaint within warranty period. Not only the defendant No. 1 but also the defendant No. 2 is equally responsible to redress the grievances of the complainant. Complainant is partially allowed against both the defendants jointly and severally.

7. As per restrictions contained in Section 10 and as provided u/s 31 of PCPA 2005 , complaint is allowed partially against both the

defendants with the direction to remove defect in the refrigerator to the complete satisfaction of the complainant/consumer and if it is not possible to replace it with new one of similar description which shall be free from any defect failing which price of the refrigerator Rs. 33300/- shall be recovered from the defendants and they will be entitled for only return of defective refrigerator. On account of litigation charges and fee of the counsel, the complainant is held entitled for Rs. 10,000/-. It is made clear that defendant No. 1 and 2 may seek inter-se adjustment of any liability in-accordance with law at the proper stage and proper forum, rest of the complaint is declined.

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**Qamar Ijaz**

**Announced  
17-07-2018**

**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  
17-07-2018**

**Presiding Officer  
District Consumer Court, Lahore**