



بِسْمِ اللّٰهِ الرَّحْمٰنِ الرَّحِیْمِ

**IN THE COURT OF MALIK PEER
MUHAMMAD DISTRICT & SESSIONS
JUDGE, DISTRICT CONSUMER COURT,
SAHIWAL.**

**D.C.O/AUTHORITY THROUGH ABDULLAH
KHALID KHAN ADVOCATE R/O KAMRAN
HOUSE NAWAI ABDULLAH, HOUSE NO. 268
SAHIWAL.**

.....CLAIMANT

Versus

**MALIK JAVID/PROPRIETOR NEW CLASSIC
DRY CLEANERS, MOR WALA CHOWK
SAHIWAL.**

-----RESPONDENT

**TO PROCEED AGAINST THE RESPONDENT DUE TO
PROVISION OF DEFECTIVE SERVICES.**

ORDER

1. The claimant moved the present claim against the respondent to the Authority who after observing legal formalities sent to this court for further proceedings

2. According to the facts mentioned in the claim, claimant is an advocate by profession and on 22-01-2011 he delivered his Hot Pure Silk coat to the respondent for dry cleaning. Claimant at the time of delivery passed the direction to the respondent that only dry cleaning would be done, respondent replied that he has latest dry cleaning shop in the Sahiwal city and he has a system of

dry cleaning. Claimant delivered his coat to the respondent and take a receipt No. 1755. On 24-01-11 claimant alongwith Shahid Raza Advocate went to respondent shop and demanded his coat, at this respondent procrastinated the matter one pretext to another and on claimant's insistence respondent put the coat before the claimant which was washed with water. At this claimant became upset and asked what you have done and inquired to the respondent that if he has not any dry cleaning system why he told lie and booked his coat. Allegedly coat become faint and shrink. Claimant refused to take back his coat. Claimant demanded to the respondent that he would make good his loss but respondent showed insolence with the claimant. Claimant approached to the Authority who issued the legal notice to the respondent and hence the present claim. Claimant seeking for the relief that respondent be imposed heavy fine and banned his business. Claimant also demanded 10,000/- as compensation.

3. The respondent was summoned through Registered and envelope but he refused to accept the service of summons. Respondent was served through his brother Malik Tariq but no one appeared on his behalf, but in the best interest of justice and in order to fulfillment of legal requirements and to decide the case on merit respondent was summoned through substituted service through publication in daily 'Din' Lahore for 14-09-11. Respondent was not turn up in the court inspite of substituted service, hence he was proceeded against ex-parte.

4. The claimant recorded his exparte evidence as Pw-1 in support of his version. Claimant produced before

the Court legal notice Ex-P1 post office receipt Ex-P2, booking receipt as Ex-p3 and closed the exparte claimant's evidence.

5. Arguments heard. Record perused.

6. Claimant appeared in the witness box as PW-1 and deposed that he delivered his Hot Pure Silk coat to the respondent Malik Javid for dry cleaning. Claimant at the time of delivery passed the direction to the respondent that only dry cleaning would be done but when he went to respondent shop to take back his coat at this respondent procrastinated the matter one pretext to another and on claimant's insistence respondent put the coat before the claimant out of which water was dropping and it appears that coat was washed with water instead of dry cleaning. Respondent admitted his defective services but did not make good his loss.

7. Ex-p 3 shows that respondent booked the coat of the claimant. It is very important factum that respondent was called before the authority to explain his version but he did not put up his appearance before the Authority for which authority sent the matter to this court. The court notices were served upon the respondent through his brother secondly through substituted services but he did not appear before the court to explain his position and to defend the claim of the claimant which means that respondent did not want to defend this claim and had nothing which goes his favour. The claimant has proved his claim without any shadow of doubt that respondent had provided him defective services. The agreed standard of services between the parties was to be observed and none observing of the same means the provision of defective and faulty services. The claim is

partially allowed in the terms that respondent will pay price of the coat to the tune of Rs.. 10,000/- (Ten thousand rupees) to the claimant within one month from this order. Registrar of this court is directed to dispatch the copy of the orders to the defendant for immediate compliance. The Ahlmad of this Court is directed to send copy of the orders to the Directorate of Punjab Consumer Protection council for the purpose of compliance of Rule 25 ibid.

8. File be consigned after its due completion.

Announced.

15-09-11

Malik Peer Muhammad
District & Sessions Judge/District Judge
Consumer Court Sahiwal

Certified that this order consists of four pages which have been dictated and signed by me.

Malik Peer Muhammad
District & Sessions Judge/District Judge
Consumer Court Sahiwal