

**IN THE COURT OF SOHAIB AHMED RUMI DISTRICT &
SESSIONS JUDGE/PRESIDING OFFICER DISTRICT CONSUMER
COURT SARGODHA.**

Case No. 27/2013
Date of institution 18.03.2013
Date of Decision 02.04.2013

Sadat Food Industries
Mohni Road Factory Area Sargodha.
(Complainant)

Versus
Through Incharge SNGPL
Sargodha.
(Respondent)

ORDER
02.04.2013

Complainant along with counsel.

This case has been filed by M/S Sadat Food Industries Mohni Road Factory Area Sargodha through its Managing partner Muhammad Zahoor Shah against SNGPL Company seeking correction of monthly bill charged to the consumer/complainant for the month of January 2011 to February, 2013 on various technical grounds detailed in the plaint. Before proceeding further I have invited Mehr Muhammad Yousaf Advocate counsel for the complainant to establish, as to whether the complainant falls within the definition of consumer as provided under section 2 (c) of the Punjab Consumer Protection Act, 2005. The learned counsel for the complainant argued that it is not the case where any product has been purchased because in this case services for providing gas have been hired from the respondent company, therefore, sub clause (ii) of clause C of section 2 of the Act 2005 is applicable and as such the exclusion of a person who obtained any product for any commercial purpose does not attract on this complaint.

I have given my anxious consideration to the point raised by the learned counsel for the complainant. For the purpose of convenience section 2 (c) is reproduced here:-

(C) “Consumer means a person or entity who-

(i) Buys or obtains on lease any product for a consideration and includes any user of such product but does not include a person who obtains any product for resale or for any commercial purpose; or

(ii) Hires any services for a consideration and includes any beneficiary of such Services.

In this case gas is a product which is being supplied to the consumer. Apart from, in order to maintain continuous supply of gas as well as serving the bill for the consumption service is also

being provided to consumer. If, for the sake of arguments, contention of the learned counsel for the complainant is admitted to, that this case is confined to the hiring of services only, even then the exclusion of commercial purpose described in sub clause (i) directly affects the sub clause (ii), the hiring of services. Qualification of consumer mentioned in sub clause (i) cannot be detached and kept aloof from sub clause (ii), both the clauses have to be read together, therefore, the arguments advanced by the learned counsel for the complainant that in sub clause (ii) where the consumer hires services cannot be discriminated into commercial or non-commercial. Both the clauses conjoin each other for the reason that at the end of sub clause (i) after “;” the word “or” clearly shows that the disqualification of a consumer being commercial purpose also relates to the consumer hiring services in sub clause (ii). I have recalled my memory whereby a plaint of the same consumer against the present respondents on the same subject has already been declined by this court on the point of jurisdiction vide order dated 17.09.2012 and this very fact has not been mentioned in the present plaint. The

learned counsel for the complainant on pointing out this fact argued that civil procedure court is not applicable to the consumer court, therefore, the principle of resjudicata does not apply in this case and court can take cognizance of the matter. I am of the view that general principle of law which is based on common sense cannot be ignored at any stage and during any kind of legal proceedings. Once I have declined to take cognizance of the matter on the point of jurisdiction earlier, I do not find myself more wise to entertain the same matter on the same point decided by me 06 months before.

For the foregoing reasons mentioned above the complaint is rejected. The consumer/complainant may approach the proper legal forum if so desire. File be consigned to record room after due completion.

Sd/-

Announced
02.04.2013

Presiding Officer,
District Consumer Court,
Sargodha.