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**In the Court of Mian Abdul Ghaffar, District & Sessions Judge /
Presiding Officer, District Consumer Court, Multan, Camp Office
Vehari.**

**Sajid Ali S/o Muhammad Yaseen R/o Chak No. 563/EB, Tehsil &
District Vehari.**

(Complainant)

Versus

**1- Muhammad Usman, proprietor Mudassar Esquire Vehari Bazar,
Burewala.**

(Respondent)

Case No. 156/2017
Date of Institution 18.07.2017
Date of decision 11.05.2018

**COMPLAINT UNDER SECTION 25 OF PUNJAB CONSUMER
PROTECTION ACT, 2005.**

ORDER:

1. The complainant filed his complaint with the contention that on 11.02.2017, he purchased a new Dawlance Washing Machine with a consideration of Rs. 17,500/- from the respondent but after fifteen days of its use, the washing machine became out of order. The complainant visited the shop of respondent along with washing machine and he was surprised to see that on guarantee card, the date of purchase was written 20.12.2015. The complainant demanded new washing machine but the respondent after repairing the said defective washing machine, handed over to the complainant but after fifteen days, the same became again defective and the complainant again visited the shop of respondent along with machine who again repaired the same and handed over to the complainant but the same again did not work properly and the complainant contacted the respondent who refused to redress the grievance of the complainant. The complainant also served legal notice on the respondent and same was not replied by the respondent. Hence, this complaint has been filed by the complainant.

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2. Due process for the attendance of the respondent was issued but no one appeared from the side of respondent and after adopting due course of law, ex-parte proceedings was initiated against the respondent.

3. In ex-parte proof of the complainant, the complainant tendered his affidavit EXP-1 and recorded his statement as PW1 wherein the learned counsel for the complainant has produced original purchase receipt of washing machine EXP-2, original warranty card EXP-3, original legal notice EXP-4, original postal receipt about sending of legal notice EXP-5 whereas other witness namely Muhammad Razzaq Sajid also tendered his affidavit EXP-6 and recorded his statement as PW2.

4. The learned counsel for the complainant has argued the case and stated that on 11.02.2017, the complainant purchased a new Dawlance Washing Machine with a consideration of Rs. 17,500/- from the respondent but the respondent had given a sub-standard and defective washing machine to the complainant and as per warranty terms and conditions, the respondent was duty bound to replace the washing machine with a new one but up till today neither respondent replaced the defective washing machine with a new one nor returned the price of said washing machine paid by the complainant. In support the version of the complainant, PW2 is also tendered his affidavit. Due to act of the respondent, the complainant had to suffer financial and mental loss to the tune of Rs. 1,00,000/- and prayed that the complaint be allowed.

5. I have carefully gone through the record and of the view that the oral as well as documentary evidence as produced by the complainant is un-

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rebutted and due process for the attendance of the respondent was issued but no one appeared from the side of respondent. The original purchase receipt of washing machine EXP-2 and original warranty card EXP-3 shows that the complainant purchased a new Dawlance Washing Machine with a consideration of Rs. 17,500/- from the respondent and it was the duty of the respondent to replace the said defective washing machine with a new one but he failed to do so. The oral evidence as produced by the complainant supports the contention of the complainant. Keeping in view this, it is concluded that due to act of the respondent, the complainant suffered mental as well as financial loss. So the complaint is hereby accepted partially and the respondent shall replace the said washing machine with a new one or to pay the amount of washing machine. The conduct of the respondent caused mental as well as financial loss as is evident from the evidence produced by the complainant. So, Rs. 5,000/- as compensation in terms of financial as well as mental loss is decreed. As such the complaint is partially allowed. The fee certificate of advocate is not on the file, therefore, the same cannot be granted as such. File be consigned to record room after its due completion.

Announced
11.05.2018

(Mian Abdul Ghaffar)
District & Sessions Judge/Presiding Officer,
District Consumer Court, Multan
(Camp Office, Vehari)

Certificate

Certified that this order consists of three pages and each page has been dictated, read over and signed by me.

Dated:
11.05.2018

District & Sessions Judge/Presiding Officer
District Consumer Court, Multan
(Camp Office, Vehari)