

**BEFORE THE HONOURABLE DISTRICT & SESSIONS JUDGE
PRESIDING OFFICER DISTRICTS CONSUMER COURT LAHORE,
SHEIKHUPURA, NANKANA SAHIB & KASUR.**

سردار شوکت علی بنام ناقد اقبال

Check list/Proforma for filing the case before,

District Consumer Court, Lahore.

Complaint No. 288/19

1. Photocopy of ID card of consumer. ☒
2. Complaint duly attested/verified. ☒
3. Affidavit if any. ☒
4. Legal notice copy dated. ☒
5. Reply of legal notice, if any 25-4-19. ☒
6. Postal, Courier receipt of legal notice. ☒
7. Purchased receipt of product, services ☒
8. Application of condonation of delay if any. ☒
9. Nature of claim Defective product, faulty service
10. Whether Consumer Court has the territorial Jurisdiction to entertain the complaint, claim. ☒

Registrar

1575/19
District Consumer Court,
Lahore.

15-05-19

Present: Counsel of the Complainant.

Fresh complaint be registered. File now to come up on 22.05.19 for Preliminary arguments.

Announced

15-05-19

Qamar Ijaz
PO, DCC, Lahore

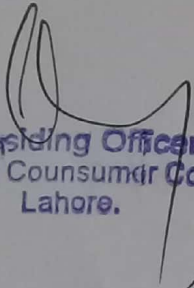
Present:

Rai Aamir Rehman Kharral Advocate learned counsel for the complainant.

Preliminary arguments heard. Record perused.

ORDER

Sardar Shaukat Ali (Advocate) has filed instant complaint against Mr. Saqib Iqbal, Trade Visibility Manager Zong, Lahore. It is contended therein that in the month of January 2019, two representatives of defendant approached the complainant and offered three "Advertisements Boards" for installation at his business place situated at Illa Abad, Chunian road, District Kasur. It was further offered to pay Rs.1,00,000/- in advance with monthly rent Rs.30,000/- per board. It was also stated by the defendant that electricity meter would be separately got installed for the said Advertisement Boards and its monthly electricity bill would be paid by the defendant. The complainant accepted the said offer and defendant installed two boards in the month of February 2019, instead of three as agreed upon. The defendant also used the electricity meter of complainant already installed there. On the agitation of complainant, the defendant promised to install third board with electricity meter of its own within a short period. However, the defendant has not paid a single penny to the complainant, so far against the said Advertisement Boards and electricity used. Even no advance money is paid. The complainant time and again contacted the defendant but he lingered the matter, on one pretext or the other and finally refused. The complainant served him legal notice which too was not replied. Hence, the complaint for payment of compensation/damages.


Presiding Officer
District Consumer Court
Lahore.

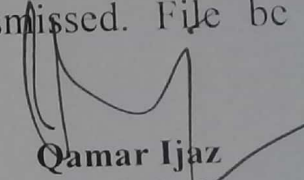
2 While arguing, the learned counsel for the complainant states that defendant by offering to install Advertisement Boards against monthly rent and advance, has provided services to the complainant which proved faulty in nature, so complaint is entertainable before this court.

3 Perusal of record transpires that complainant has annexed no receipt regarding any payment made by him to the defendant. Under Section 2 (c) of PCPA 2005, a consumer is defined as a person or entity, who buys a product for consideration or hires the services for consideration, which as per Sections 4 to 17 of PCPA 2005, proved to be faulty/defective in nature and caused damage to the consumer as defined Under Section 2 (d) of the said Act. In such cases, complaint for recovery of damages can be filed Under Section 25 of the said Act. In the instant case, complainant has not hired the services of defendant for any consideration. He has also not bought any product from the defendant for any consideration, so he in no way falls within the definition of a consumer as per requirement of PCPA 2005. He

Sardar Shaukat vs Saqib Iqbal

alleges existence of an oral agreement between him and the defendant explaining its certain terms and conditions and blaming the defendant violation of the same. His case simply for recovery of alleged advance money/monthly rent payable against the installed Advertisement Boards, electricity bill and that of general nature damages which are not covered Under Section 25 of PCPA 2005. This court is not supposed to pass a decree for specific performance of an alleged oral agreement and for recovery of alleged outstanding dues against the defendant. There exists no relationship of consumer and manufacturer between the parties. This being the situation, the complaint is dismissed. File be consigned to the record room.

Announced
22-05-19


Qamar Ijaz
P/O, DCC, Lahore