

**In the Court of Shahzad Pervaiz Abbasi, District & Sessions Judge / Presiding  
Officer, District Consumer Court, Multan.**

Sayed Adnan Zaidi

Vs

Taufeeq Rahman Garments etc.

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

Order:

The plea of the complainant is that he purchased two marriage suit from the respondent with the consideration of Rs. 5600/- on 06.10.2010. When the suit were used they were torn open in gathering on which two new suits were immediately purchased by the complainant in consideration of Rs. 75,00/-. The suits were meant for complainant and his brother. The complainant has alleged that the respondent provided substandard dresses due to which the complainant and his brother faced hard ship at the time of their marriage. The complainant sent legal notice to the respondent through registered post. The complainant has demanded compensation of Rs. 4, 00, 00, 00/-, Rs. 5600/- for faulty dresses, Rs. 7500/- for cost of dresses purchased by the complainant in emergency, Rs. 15,000/- of lawyer fee and Rs. 2000/- of miscellaneous expenses. The respondent appeared in the court through his learned counsel and submitted his written reply. He has denied all the allegations leveled against him.

Arguments heard, record perused.

Learned counsel for the petitioner has argued that the respondent provided substandard dresses to the complainant who charged him for the dresses which were considered to be up to the mark. He has argued that dresses were found faulty but in emergency other suits were purchase. He has also argued that due to faulty services of the respondent, the complainant

faced mental torture at the time of their marriage. Learned counsel for the respondent has argued that the complainant did not purchase any suits from his shop and that he is not responsible for any compensation or return of purchase money to the complainant. He has prayed for dismissal of the complaint.

On the direction of the court the disputed two suits were produced in the court by the complainant which were found to be torn out. Learned counsel for the respondent has pointed out that the proprietor of the shop is Muhammad Islam. Therefore name of Muhammad Islam was added as respondent on 13.12.2010. Card of the respondent showing the price of two suits is mark A. The receipt of purchased two suits is mark B, photo copy of legal notice is mark C and postal receipt is mark D. Learned counsel for the petitioner has also placed on the file fee certificate. Mark A shows that the complainant purchased two suits from the respondent in consideration of Rs. 56,00/- and mark B shows that two suits were again purchased in Kot Addu for consideration Rs. 75,00/-. The suits in dispute were found to be torn out at the time of marriage of the complainant and his brother. Therefore it is natural that he must have faced mental torture due to this incident. Therefore the complaint in hand is hereby accepted with cost. The respondent will pay Rs. 5600/- plus Rs. 7500/- for the disputed suits. He will also pay Rs. 10,000/- as compensation to the complainant and lawyer fee Rs. 15,000/- will also be paid by the respondent to the complainant. On payment of the above said total amount the disputed suits be handed over to the respondent. The respondent is directed to pay above said amount within thirty days. File be consigned to record room after its due completion.

Announced:  
21.2.2011

**Shahzad Pervaiz Abbasi**  
**District & Sessions Judge/Presiding Officer**  
**District Consumer Court**  
**Multan**

