

**IN THE COURT OF CH. ABDUL HAQ DISTRICT &
SESSIONS JUDGE/PRESIDING OFFICER,
DISTRICT CONSUMER COURT,
SIALKOT/NAROWAL.**

Case No.139/2012

(Dated of Institution: 09-08-2012)

(Dated of Decision: 07-01-2014)

Sheikh Ehsan Elahi S/O Taj Din R/O Ghazali Street, Khadim Ali
Road, city Sialkot, Parteners Atlis Sports, Nasir Road, Sialkot.

(Complainant/Consumer)

Versus.

Abid Mahmood, Director Living Concepts Bridge Shop No.07
Fortress Stadium Lahore, Cantt.

(Respondent/Service provider)

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

ORDER:

Briefly stated facts of the case in hand launched under Sec. 25 of “The Punjab Consumer Protection Act”, 2005, leading to its disposal, are that consumer/complainant in the year 2008, contacted different firms for the preparation of kitchen in his newly constructed house, situated at Tipu Road, Sialkot Cantt. The respondent assured for its preparation with high standard material and promise to complete the task within short period. He contracted consumer/complainant against a consideration amount of Rs.13,32,623/- (Rupees thirteen lakh thirty two thousands six hundred and twenty three) and received rupees six lakh in advance through pay order No.1350988 but started the work very slowly. During the preparation of kitchen respondent received further amount of Rs. 7,28,623- (Rupees Seven lakh Twenty Eight Thousands Six Hundred & Twenty Three) in his brother’s account No.01-07231127-01 but respondent prepare

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the kitchen with low quality and did not complete the task within stipulated period. Respondent did not complete the work satisfactory and failed to fulfill the terms of agreement and did not complete the task within specified period. Respondent also installed the kitchen accessories/items which are substandard and used, mostly items are broken and the refrigerator is not performing correctly. On account of it's reparation respondent charged further Rs.19000/- but same is substandard and out of order. Due to faulty services of respondent he suffered mental torture and financial loss.

02. The consumer/complainant repeatedly contacted respondent but despite a futile exercise respondent failed to fulfill the terms of agreement.

03. It is also alleged that as per prevailing law the consumer-complainant had also served a legal notice (Exh.A.2) to the respondent through TCS service, vide TCS receipts (Mark "A" & "B") but respondent did not bother to reply the same or to redress his grievance, hence, this complaint with the prayer to complete the work as per agreement and to pay Rs. 13,32,623/- as damages/compensation.

04. The respondent was summoned into the Court to contest and to defend the allegations leveled against him. The respondent put his appearance before the Court through his counsel and submitted his written reply, controverting all the allegations and praying for the dismissal of the claim. To his good luck, by that time the claimant absented himself from the court, whereupon, the complaint was dismissed in default on 18.07.2013. On 20.07.2013 application was filed by him for the restoration

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of the main petition in which respondent was summoned but despite service through registered notices none appeared on his behalf and consequently the main petition was restored on 10.12.2013.

05. Again a process for the summoning of respondent was made by issuing of registered notices, as he was living outside Sialkot city. Record reveals that despite this exercise the respondent did not appear in the Court, whereupon he was proceeded against ex-parte on 07.01.2014.

06. The respondent after submission of reply attended the court proceedings but later on disappeared and failed to attend the Court or to join the proceedings. All this shows that respondent was least interested in the prosecution of his defense, resultantly, ex-parte proceedings was initiated against him.

07. The learned counsel for the complainant has submitted affidavit (Exh-A.1) so sworn by the consumer-complainant in the support of the contents of his claim which is placed on the record as piece of evidence.

08. Ex-parte arguments have been heard. Record also perused.

09. Having gone through the ex-parte arguments at the instance of the learned counsel for complainant and gone through the record, it is manifest that the consumer/complainant had paid Rs. 728,623/- through Allied Bank, photocopy of check is placed on record as mark "C" and Rs. 600,000/- through Faisal Bank Ltd. photocopy whereof is placed on record which is marked as "D" but respondent failed to provide his better services as per his agreement (detailed products/items along-with terms are annexed

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with the complaint in seven pages) or to facilitate his consumer, even respondent did not bother to reply the legal notice and thus consumer-complainant's grievance remained un redressed.

10. No rebuttal of the allegations has been furnished on record nor documentary proof adduced at the instance of the complainant side has been controverted or negated which embeds in the mind of the Court that respondent had no plausible explanation or rebuttal proof qua the allegations of the complaint. However, so far as, the question of territorial jurisdiction is concerned, this court have ample jurisdiction to adjudicate the matter as per Sec. 27. (C) "The cause of action wholly or in part arises. In this claim the cause of action arisen in district Sialkot, hence, this court have jurisdiction to adjudicate the claim.

11. On meticulous scrutiny of the ex-parte record, it is transparent from the record that initially respondent while appearing before the Court submitted his controverting reply before the Court but later on he disappeared which certainly gives a legal impression that he had nothing to rebut the allegations and thus, this Court has no other option but to believe the allegations and claim of complainant thus, it can be legitimately held that claim and complaint of complainant stands proved and established.

12. Respondent has totally failed to provide better services to the complainant-consumer and thus, claim of the consumer-complainant is decreed in his favour and against the respondent firm as prayed in the prayer clause of the complaint to the tune of 13,32,623/-along-with counsel fee Rs.15000/-. Respondent is directed to comply with the order within One Month positively,

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failing which proceedings under Sec.32 will be initiated. A copy of this order be sent to the parties free of costs for compliance under intimation to this court. File be consigned to the record after its due compilation. File be consigned to the record after its due compilation.

Announced:
07.01.2014.

Presiding Officer
District Consumer Court
Sialkot/Narowal.

CERTIFICATE

Certified that this order contains five pages and each of pages is dictated, corrected and signed by me.

Announced:
07.01.2014.

Presiding Officer
District Consumer Court
Sialkot/Narowal.