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**In the Court of Muhammad Javaid ul Hassan Chishti, District & Sessions
Judge / Presiding Officer, District Consumer Court, Multan**

**Sidra-tul-Muntaha D/o Altaf Hussain R/o Basti Fathh-e-Muhammad
Wala, Brahmin wala Dakkhana Sandah Ghulam Hussain, Tehsil &
District Multan.**

(Complainant)

Versus

- 1- Town Manager, (through Muhammad Naveed) Qatar Airways,
Multan.**
- 2- Al-Anjum International Travels, 36 Hajviri Arcade, Katchehry Road,
Multan.**

(Respondent)

Case No. 291/2016
Date of Institution 07.12.2016
Date of decision 13.04.2017

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

ORDER:

1. The brief facts giving rise for the filing of this complaint are that on 17.08.2016, the complainant along with her mother booked seats through Qatar Airways flight No OR619 from Multan to Doha dated 19.08.2016 and from Doha to Multan dated 27.11.2016 from the respondent No. 2 and paid Rs. 74,000/- but on 19.08.2016 when the complainant along with her mother reached the Multan Airport, due to faulty service of the respondent No. 2, the complainant as well as her mother could not travel from Multan to Doha. Further that the complainant contacted the respondent No. 1 for rebooking the seats but the respondent No. 1 flatly refused to do so. Moreover, the complainant sent the legal notices to the respondents on 06.10.2016 but the grievance of the complainant had not redressed by the respondents. Further that due to faulty service of the respondents, the complainant suffered a lot of loss including mental torture and he prayed for Rs. 51,74,000/- as compensation.

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2. On the other hand, respondent No. 1 as well as respondent No. 2 has resisted the complaint of the complainant by filing separate written replies by raising certain preliminary objections including that the complaint of the complainant is based on malafide and that the instant complaint is not proceed-able in this forum and liable to be dismissed whereas respondent No. 1 has also moved an application for dismissal of complaint on the ground that the complaint of the claimant is not maintainable being time-bared. The complainant has resisted this application by filing reply by raising certain preliminary objections including that the application moved by the respondent No. 1 of is based on malafide and the same is liable to be dismissed being not proceed-able.

3. The learned counsel for the respondent No. 1 has contended that the cause of action arose to the complainant on 19.08.2016 but he filed his complaint on 07.12.2016, therefore, the complaint of the complainant is not maintainable being time-barred.

4. On the other hand, the counsel for the complainant has argued that as per section 28(4) of the Punjab Consumer Protection Act, 2005, the complainant filed his complaint within time, therefore, the complainant is entitled for compensation as prayed for.

5. Arguments heard, record perused.

6. The perusal of record reveals that on 19.08.2016 when the complainant along with her mother reached the Multan Airport but due to faulty service of the respondent No. 2, the complainant as well as her mother could not travel from Multan to Doha. Therefore, the limitation started running from this date i.e 19.08.2016 and the complainant was

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required to file her complaint within thirty days of arising of cause of action whereas the complainant sent the legal notices to the respondents on 06.10.2016 and filed her complaint on 07.12.2016 after thirty days of necessary period for filing of her complaint whereas a complaint is to be filed within thirty days of the accrual of cause of action as per section 28(4) of the Punjab Consumer Protection Act, 2005, for ready reference, the same is reproduced as under:

Section 28 (4) of the Punjab Consumer Protection Act, 2005.

“A claim by the consumer or the Authority shall be filed within thirty days of the arising of the cause of action.

A claim to be filed after thirty days within such time as it may allow if it is satisfied that there was sufficient cause for not filing of complaint within the specified period. Provided further that such extension shall not be allowed beyond a period of sixty days from the expiry of the warranty or guarantee period specified by the manufacturer or service provider and if no period is specified one year from the date of purchase of the products or providing of services:

In view of the aforementioned section it was necessary for the complainant to file his complaint within thirty days of arising of cause of action that was 19.08.2016 but the complainant has filed her complaint on 07.12.2016 after expiry of limitation as required under the law. Although the period is extendable but for that purpose, the complainant had to satisfy the court by filing a separate petition that there was sufficient cause for not filing her complaint within the specified period provided by the statute. Whereas in present case, the complainant has not filed any such petition for

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the extension of time as discussed above. Keeping in view the sub section (4) of section 28 of the Punjab Consumer Protection Act, 2005, the complaint in hand is time barred. Reliance is placed on the case law cited in 2012 YLR 1830 Lahore as well as PLJ 2014 Lahore, Multan Bench, Multan 170. In view of the above mentioned facts and circumstances, the complaint of the claimant is hereby dismissed being time-barred. File be consigned to record room after its due completion.

**Announced:
13.04.2017**

**(Muhammad Javaid ul Hassan Chishti)
District & Sessions Judge/Presiding Officer,
District Consumer Court,
Multan.**

