

**IN THE COURT OF SHAUKAT KAMAL DAR DISTRICT &
SESSIONS JUDGE/PRESIDING OFFICER,
DISTRICT CONSUMER COURT,
SIALKOT/NAROWAL.**

Case No.85/2018
(Dated of Institution: 24-11-2018)
(Dated of Decision: 02-05-2019)

Suliman Bin Sultan S/O Sheikh Sultan Mehmood Skindar R/O
Cheema Street Murdia Road, Mohallah Model Town Sialkot.

(Complainant)

Versus.

Mistree Pervaiz Alam S/O Haji Muhammad Alam R/O Khadim Ali
Road Street No. 02 Mohallah Noor Pura Sialkot.

(Respondent)

Complaint U.Sec 25 of the Punjab Consumer Protection Act, 2005

Judgment:

Brief facts necessary to dispose of this complaint as alleged in the complaint, are that complainant Suliman Bin Sultan on 28-02-2018, entered into a written agreement with the respondent Mistree Pervaiz Alam for the construction of two houses, each having area 5 Marla total 10 Marla at Jinah Street Model Town Sialkot. As per the contract the respondent had to construct the building including foundation floor, upstairs, having tiles by single measurement @ of Rs.140/- (P.Sft), whereas, the installation of stone was agreed @ of Rs. 20 (P.Sft) and the respondent received Rs. 13,50,000/- as advance at different time so far. The respondent had to finish the work till 05-10-2018 but he remained fail. The respondent had received Rs. 2,50,000/- excess amount as labour from the complainant as to his which so far done by him. The respondent took some valuable items from the house of the complainant and when he was asked he left the work uncompleted and so far building material of the complainant worth Rs. 2,00,000/- had wasted. Due to the conduct of the respondent the complainant has to face agony and is entitle to receive Rs. 18,50,000/- from him with details as under:-

i	Costs	Rs. 1,50,000/-
ii	Price of wasted material	Rs. 2,00,000/-
iii	Price of stolen articles	Rs. 1,50,000/-
	Total	Rs. 18,50,000/-

houses comprising of 05 Marla of each a contract on 28-02-2018 was signed between the complainant, Suliman Bin Sultan and Mistree Pervaiz Alam @ of Rs. 140/- (P.Sft.) and rate for fixing the stone was Rs. 20/- per (P.Sft) and the respondent had to complete the construction work till 05-10-2018. It is further alleged that Rs. 13,50,000/- had been received by the respondent out of which Rs. 2,50,000/- were in excess to the work which has been done by the respondent, whereas, the respondent had not completed the work uptill now. A legal notice was issued to him but he did not answer. The respondent had provided faulty services due to which the complainant had to face agony/mental torture and his building material worth Rs. 2,00,000/- was also wasted. The respondent also committed theft of articles worth Rs. 1,50,000/- from the house of the complainant. Almost the same is the wording of the affidavit Exh-P.O produced by Sufian Bin Sultan PW.2. Perusal of contents of the affidavits shows that even a single word had not been mentioned regarding the amount Rs. 15,00,000/- costs, whereas, no detail of the stolen articles worth of Rs. 1,50,000/- is mention even the offence of theft does not come within the jurisdiction of this Court. The complainant himself produces allege copy of contract Mark-B. Perusal of which shows that the allege contractors were Pervaiz Alam respondent and his brother Imtiaz Alam and Exh-P.P the extract of payment register shows that some of the payments were made to Imtiaz Alam and some were made to Pervaiz Alam. As signature of both are present but the complainant had not filed any complaint against Imtiaz Alam. The reason best known to him but no plausible explanation/reason has been given in the complaint or in the evidence. However, this fault reflect that amount Rs. 13,50000/- was if given but not exclusively to the respondent Pervaiz Alam Mistree.

06. The complainant in order to prove the fact that the houses were left uncompleted, had produced some pictures Exh.P.D to Exh-P.N but no evidence is available who took the shots and these pictures are of disputed houses.

07. The complainant did not bother to move this Court to appoint any commission for the local inspection of the disputed/unfinished houses to assess how much work is left uncompleted. So far as the wastage of the material is concerned, no cogent evidence is available before this Court

13/2/19
District & Sessions Judge
District Consumer Court Sialkot/Narowal

Suliman Bin Sultan VS Mistree Pervaiz Alam

04

except the oral assertion of the complainant and PW.02. Again the complainant did not move this Court for appointment of commission to inspect/assess the price of the waste building material if any and even the respondent did not produce before this Court the waste building material as primary evidence.

08. In this case to prove the contents of the complaint no primary or documentary evidence is available except the oral assertion of the complainant and PW.02. However, the complainant also produced Exh-P.C the attested copy of the application U/Sec. 22-A/22-B Crpc title Mistree Pervaiz Alam Vs DPO Sialkot dated 30-10-2018 filed before Muhammad Asif learned Addl. District & Sessions Judge Sialkot/Ex-officio justice of peace for registration of criminal cases against Sheikh Suliman present complainant and his brother Sheikh Safyan alias sunny "PW.02" and the said application was decided on 06-11-2018. In the said application certain facts are admitted such as that the respondent is a meson, who used to construct house/building and he had good relation with the father of the complainant. It is also mentioned in Exh-P.C that the complainant and his brother PW.02 asked him to construct a building. As they had already assigned the work to a Mistree who had left the job after constructing skeleton only. The respondent was agreed to do the remaining work @ of Rs. 140/- (P.Sft.). The complainant party also asked the respondent to complete the work of first story and after conducting measurement and deducting the advance amount Rs. 1,62000/- left outstanding towards the complainant party. Perusal of document Exh-P.C shows that some facts to the extent of contract between the parties to construct the houses, to complete the remaining work of the houses admitted facts, however, the conduct of the respondent is that he did not bother to appear before this Court to rebut the oral evidence of the complainant inspite of service through newspaper proclamation.

09. In view of the above discussion and while appreciating the available evidence this Court is of the view that the respondent Mistree Pervaiz Alam had provided faulty services to the complainant as he left unfinished work of the houses, hence, he had contravened section 13 of the Punjab Consumer Protection Act. 2005 and is liable to pay

13-7
District & Sessions Judge
District Consumer Court Sialkot
Sitting Officer
2019

Suliman Bin Sultan VS Mistree Pervaiz Alam

05

damages Rs.50,000/- to the complainant, within 30 days from the passing of this judgment i.e 02-05-2019. The Registrar of this Court is directed to ensure the delivery of attested copy of this judgment to the respondent for information/compliance. In case of non compliance, the proceedings under section 32 of the Punjab Consumer Protection Act 2005 shall be initiated against the respondent. File be consigned to the record room after its due completion

Announced:
02-05-2019.



Shaukat Kamal Dar
Presiding Officer,
District Consumer Court
Sialkot/Narowal.

CERTIFICATE

Certified that this judgment contains 05 pages and each of pages is dictated, corrected and signed by me.

Announced:
02-05-2019.

Shaukat Kamal Dar
Presiding Officer,
District Consumer Court
Sialkot/Narowal