

the Court of Qamar Ijaz
District & Sessions Judge/Presiding Officer
Consumer Court Districts Sheikhupura, Nankana Sahib, Kasur
& Lahore

<i>Complaint No.</i>	255/2018
<i>Date of institution</i>	08-05-2018
<i>Date of decision</i>	06-12-2018

Syed Mansoor Ali Shah Advocate High Court r/o House No. 1 Street No. 1, Main Bazar Babusabu Band Road, Lahore.

Complainant

V/s

- 1. M/s Million banquet Hall, through their Owners (Mr. Usman & Mr. Arshad) 43–Civic Centre (Moon Market) Gushan-e-Ravi, Lahore.**
- 2. The Manager Mr. Tariq, Million Banquet Hall, 43–Civic Centre (Moon Market) Gushan-e-Ravi, Lahore.**

Defendants

COMPLAINT U/S 25 of PCPA 2005

ORDER

Syed Mansoor Ali Shah complainant Advocate alleges that on 05-03-2018, he got booked two halls from the defendants for walima/Barat function of his brother /sister and paid the consideration amount. On the day of function i.e 08-04-2018, he found that both the halls were not ready for the guests and were also not cleaned properly, which caused embarrassment to him. Furthermore defendants did not provide beverages to the guests as per agreement; air conditioners were also not working properly. The complainant served a legal notice to the defendants but with no response. Hence the complaint for recovery of Rs. 8,78,000/- as paid consideration, damages and cost of litigation.

2. The defendants were served notices by the Court who failed to appear and were proceeded against ex-parte on 28-07-2018. The complainant produced his ex-parte evidence on 29-09-2018 and completed his ex-parte arguments on 25-10-2018 and case was adjourned to 08-11-2018 for order when from both the defendants memo of appearance was filed by one Mr. Muhammad Kamran Advocate. He sought adjournment and case was adjourned to 15-11-18 for further proceedings but none appeared from defendants thereafter.

3. The complainant produced his ex-parte evidence consisting upon his own statement as Pw-1, his sworn affidavit as Exb-P/1, Original Payment receipt Exb-P/2, Advance payment receipt Exb-P/3, copy of legal notice Mark-P/A its dispatch receipts as Exb-P/4 & P/5 One Irfan Ali Bhatti Pw-2 supported the claim of complainant by submitting his affidavit Exb-P/6.

4. Perusal of evidence reveals that Exb-P/3 is receipt showing payment of Rs. 10,000/- from one Syed Wasseem Abbas on 05-03-2018 regarding booking of Taj Mahal/Shish Mahal halls for functions going to be held on 08-04-2018, with 700 minimum number of guests @ Rs. 110/- per head. It is further written on the said receipt that food would be provided by the party. Services of air conditioner were to be provided @ 1000/- per hour per unit. Exb-P/2 is receipt dated 08-04-2018, according to which number of guests are 800 and are charged @ 110/- per head and total charges are Rs. 88,000/-. Rs. 3000/- is charged for music stage, Rs. 17000/- for 200 Coke/Sprite Bottles, Rs. 6000/- for soup,. It also contains detail of 03 ACs for Taj Mahal Hall from 0250-0350, 2 AC for Shish Mahal Hall and a one AC for BR room for the same timing. Perusal of this evidence reveals that one Syed Waseem Abbas hired the services of the defendants for consideration, who is the real brother of complainant. Thus the relationship of consumer and service provider is established. Sending of legal notice is also proved. In compliant the alleged fault in providing services is that both the halls were not properly cleaned and ready at the time of function but there is no mentioning of any time in the booking receipt Exb-P/3 to determine at what time the defendants were supposed to make ready both the halls. Timing mentioned for the ACs working cannot be considered the timing for preparation of halls. Further alleged default is that beverages were not properly served by the defendants. As per payment receipt Exb-P/2, there were 800 guests and only 200 bottles of Coke /Sprite were provided by the complainant for serving the guests. There appear no fault in providing service of beverage etc. The complainant further alleges that as per agreement the defendants have to provide services of air conditioner for both the halls but the air conditioner of ladies hall i.e Shish Mahal were not in proper working condition. It is stated by the Learned counsel for the complainant that on account of air conditioner charges, the defendants have

estimated Rs. 6000/- but on his agitation regarding poor service of air conditioners, they reduced the charges from RS 6000/- to Rs.5000/- In compliant Para No. 7, air conditioner of ladies hall i.e Shish Mahal were stately not in working condition. There was a crowd of about 800 people and six air conditioners were running for only one hall and these were supposed to cool down the temperature of both the halls along with BR room. Since there is only complaint regarding poor functioning of air conditioner of ladies hall and defendants have already reduced the charges of air conditioner from Rs.6000/- to Rs.5000/- and defendants have opted not to rebut the claim of the complainant despite having opportunity to do so regarding poor service of air conditioner of ladies hall. In the circumstances court has left with no option but to believe the ex-parte evidence of complainant to the affect that service provided by defendants regarding air conditioner of ladies hall was faulty and defendants were not entitled to recover any charges regarding that hall I,e shish mahal hall/BR room. So keeping in view the restrictions contained in Section 10 and as per requirement of Section 31 of PCPA 2005, complaint is allowed partially ex-parte and the defendants are directed to refund received amount of Rs.3000/- charges by them on account of air conditioner services regarding two AC of Shish Mahal hall and one for BR room. On account of litigation charges complainant advocate is held entitled for recovery of Rs. 2000/- only and to the remaining extent his claim is declined. Whereas the claim of damages on account of mental torture/agonny is concerned that being not proved/justified is also declined and to that extent complaint is dismissed. The complaint is allowed partially in the above said terms.

Announced
06-12-18

Qamar Ijaz
D& SJ/Presiding Officer
District Consumer Court,
Lahore.

It is certified that this Order consists of three pages which have been dictated, corrected and signed by me.

Announced
06-12-18

Qamar Ijaz
D& SJ/Presiding Officer

It is therefore requested to kindly requested to kindly verified his matriculation degree and recovery to this office at the earliest foa copy degree certificate and other documents docments it is therefore requested