



**IN THE COURT OF BAKHT FAKHAR BAHZAD,
DISTRICT & SESSIONS JUDGE/JUDGE CONSUMER COURT
GUJRAT**

Case No.44-2018

Title. Syed Naseem Abbass Vs Zakir Hussain.

Date of institution	14-04-2018
Date of decision	10-07-2018
Complainant by	Syed Ameer Ul Hassan advocate

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[Signature]

Registrar
District Consumer Court, Gujrat.

1-9-18

ORDER:

1. By filing this claim under section 25 of Punjab Consumer Protection Act, 2005 herein after shall be called "The Act" for brevity. The claimant has asserted that he hired the services of defendant Zakir Hussain for the constructions of his house and both the parties entered into the written agreement which is Ex.P5.

2. On account of providing defective services, breach of terms and conditions of agreement and also non fulfillment of agreement within stipulated period, the claimant issued legal notice to the defendant which is Mark-PA in terms of section 28 of "The Act" but no reply was given. The claimant due to said conduct of the defendant suffered a lot, said conduct of the defendant amounts to unfair practice and faulty service and on account of which the claimant in his prayer clause has set up his claim as under:-

1.	Damages	Rs.50,00,000/-
2.	expenditures	Rs.50,00,000/-
3.	Counsel fee	Rs.60,000/-
Total		1,00,60,000/-

3. The defendant was proceeded ex-parte as after receiving the notice he did not opt to appear before the Court intentionally.

(BAKHT FAKHAR BAHZAD)
District & Sessions Judge /
Judge District Consumer Court
Gujrat.

[Signature]
District Consumer Court



The claim of the claimant has been verified on solemn affirmation as required by law for which there is no rebuttal. Moreover after proceedings ex-parte the claimant was asked to produce his entire evidence who after producing the same closed his case.

4. Syed Naseem Abass claimant appeared as PW1 and tendered his affidavit as Ex.P1. Syed Masood Hussain Shah appeared as PW2 and tendered his affidavit as Ex.P2 and Syed Akmal Jaffery appeared in the witness box as PW3 and submitted his affidavit as Ex.P3 and in documentary evidence he tendered the following documents.

copy of legal notice as Mark-PA, registered postal receipt as Ex.P4, attested copy of agreement in regard of construction of house as Ex.P5, six copies of payment receipts as Mark-PB/1-6 and copy of map of house containing 18 pages as Mark-PC,

5. Perusal of the claim shows that defendant is a contractor and provided his services for the construction of houses. In this backdrop Zakir Hussain defendant is a service provider as contemplated under section 2(k) of "The Act". The defendant is a resident of district Gujrat and cause of action also arose in this district, so, under section 27 of The Act claimant has a absolute right to file the claim in this Court because services were provided in Gujrat.

6. The documents produced by the claimant indicates that the house was to be constructed in district Gujrat. Claimant in clear words is a beneficiary of service provided by the defendant therefore in terms of section 2 © of The Act, claimant is a consumer.

7. It was the duty of the defendant to comply with the terms and conditions of the agreement Ex.P5 but what to speak of completing the task as per written agreement, the defendant did not opt to appear in the Court after accepting the notice issued by this Court. Due to all these reasons I have no hesitation to say that defendant is a responsible for providing defective and faulty service which caused financial loss to the claimant due to leaving incomplete task.

(BAKHT FAKHAR BAHZAD)

District & Sessions Judge /

Judge District Consumer Court

Gujrat.

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Whatever has been discussed above in the light of that this claim is accepted. I, therefore, in pursuance of section 31 of the act, issue an order to the defendant directing him to take following actions within a period of one month from today

- i. To complete the task/construction work of the complainant as per written agreement Ex.P5
- ii. To pay Rs.15,00,000/- to claimant as damages for causing inconvenience and mental agony to the claimant.
- iii. To pay Rs.15,000/- to the claimant on account of lawyer fee.

File be consigned to record room after due completion.

Announced:-10-07-2018

(BAKHT FAKHAR BAHZAD)
District & Sessions Judge/ Presiding Officer
District Consumer Court Gujrat.

rar
Consumer Court, Gujrat
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Certificate:-

It is certified that this judgment consists of three pages. Each page has been dictated, read, corrected and signed by me.

Announced: 10 -07-2018

Announced

Consumer Court

Judge consumer court
GUJRAT.