

**IN THE COURT OF SOHAIB AHMED RUMI DISTRICT &
SESSIONS JUDGE/PRESIDING OFFICER DISTRICT CONSUMER
COURT SARGODHA.**

Case No. 61/2013
Date of institution 23.04.2013
Date of Decision 29.04.2013

TahirMahmood s/o MaqboolElahi

R/o S. Town, Sargodha

(Complainant)

Versus

NCCS Courier Service

Trust Plaza, Sargodha.

(Respondent)

ORDER
29.04.2013

Counsel for the complainant.

Arguments on the point of maintainability of the petition heard. Case of complainant is that he dispatched 72 bottles of Alomond syrup (Sharbat-e-Badam) to Dr. ZakriaHashmi of Islamabad through M/S NCCS Courier Service, Trust Plaza Sargodha on March, 2013 vide receipt No. 1651640 butthe goods were not delivered timely whereas 6 bottles of Almond syrup amounting to Rs, 300/- per bottle were found missing from the carton a result of which the consignee refusedto carry on the business of Sharbat-e-Badam as delay and less quantity of bottles created mistrust.

I have invited intention of the learned counsel for the complainant to the definition of the “consumer” enshrined in clause 2 (c) of the Punjab Consumer Protection Act, 2005 according to which the present complainant deals in production or sale of Sharbat-e-Badam at wholesale level and forwarded huge quantity of the same to his client at Islamabad. According to Para 5 of the complaint the said consignee refused to carry on business regarding Sharbat-e-Badam as a result of mistrust created between the parties

by the negligence of respondent courier company. The learned counsel for the complainant argued that it is not the case where any product has been purchased because in this case services for delivery of carton of Sharbat-e-Badam, have been hired from the respondent company, therefore, sub clause (ii) of clause C of section 2 of the Act 2005 is applicable and as such the exclusion of a person who obtained any product for any commercial purpose does not attract on this complaint.

I have given my anxious consideration to the point raised by the learned counsel for the complainant. For the purpose of convenience section 2 (c) is reproduced here:-

(C) “Consumer means a person or entity who-

(i) Buys or obtains on lease any product for a consideration and includes any user of such product but does not include a person who obtains any product for resale or for any commercial purpose; or

(ii) Hires any services for a consideration and includes any beneficiary of such Services.

In this case complainant’s wants to deliver his product Sharbat-e-Badam to his client. Apart from, in order to maintain safe dispatch of carton of Sharbat-e-Badam to the client of complainant. If, for the sake of arguments, contention of the learned counsel for the complainant is admitted to, that this case is confined to the hiring of services only, even then the exclusion of commercial purpose described in sub clause (i) directly affects the sub clause (ii), the hiring of services. Qualification of consumer mentioned in sub clause (i) cannot be detached and kept aloof from sub clause (ii), both the clauses have to be read together, therefore, the arguments advanced by the learned counsel for the complainant that in sub clause (ii) where the consumer hires services cannot be discriminated into commercial or none commercial. Both the clauses conjoins each other for the reason that at the end of sub clause (i)

after “;” the word “**or**” clearly shows that the disqualification of a consumer being commercial purpose also relates to the consumer hiring services in sub clause (ii).

For the foregoing reasons mentioned above the complaint is rejected. The consumer/complainant may approach the proper legal forum if so desire. File be consigned to record room after due completion.

Announced
29.04.2013

SDd/-
Presiding Officer,
District Consumer Court,
Sargodha.