

**IN THE COURT OF PERVEZ IQBAL SIPRA,
DISTRICT & SESSIONS JUDGE / PRESIDING OFFICER,
DISTRICT CONSUMER COURT,
FAISALABAD.**

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| Complaint No | 06/2018 |
| Date of institution | 05.01.2018 |
| Date of decision | 09.04.2018. |

Taimoor Hussain S/o Faiz Mohy-ud-Din R/o House No.591, Main Road, Sarfraz Colony, Chiniot.

Versus

1. Airlink Company Samsung Service Provider, Office No.80, 1st Floor, Koh-e-Noor Plaza, Jaranwala Road, Faisalabad.
2. Union Mobile, Katchary Bazar, Faisalabad

Claim u/s 25 of the Punjab Consumer Protection Act, 2005.

ORDER:

By filing this claim, the claimant has contended that on 13.07.2017, he purchased a mobile phone set (Samsung Galaxy S8 Plus) bearing IMEI No.395116080104160 from Union Mobile Katchary Bazar, Faisalabad for consideration of Rs.98,000/-. On 14.11.2017, the LCD of the mobile phone set broke and then he promptly submitted a written complaint to the defendants for repair. The company received the original handset from him alongwith warranty card. As per warranty card, one year warranty and insurance of the handset was valid till 20.08.2018. The insurance company (IGI) rejected his claim on the ground that the statement provided by the Airlink Company / Samsung was showing different IMEI number. He submitted his claim as per IMEI number mentioned on the warranty card as well as the handset and there was no fault on his behalf. He received the rejection letter on 13.12.2017 and it was a fault of the Airlink Company to submit

wrong statement just to deprive him from his legal right. He gave notice u/s 28 (1) of the Punjab Consumer Protection Act, 2005, to the defendants but of no reply, hence, the instant complaint.

2. Defendant No.2 contested the complaint by filing written statement while defendant No.1 was proceeded against ex-parte. Defendant No.2 has contended that he is not manufacturer, therefore, no responsibility regarding the warranty terms and conditions may be placed upon him. The warranty was given by the Samsung / Airlink Company and the Company is to satisfy the claim.

3. At pre-trial stage, no one offered for settlement and then, the evidence of both the parties was recorded.

4. The claimant himself entered into the witness box as PW1 and examined Zahoor-ul-Haq PW2. The claimant also submitted the documentary evidence which is on file as Ex-P1 to Ex-6 and Mark P/A to Mark P/E. On the other hand, the defendant examined Shahzad-ul-Haq as DW1, who submitted his affidavit Ex-D1.

5. Arguments heard, record perused.

6. It is an admitted fact that the mobile phone set was purchased by the claimant from defendant No.2 and defendant No.2 is a franchise holder of the Airlink / Samsung Company. While selling the mobile phone set, the warranty was given for one year and also accidental coverage was insured. The warranty of the mobile phone set was given by defendant No.1 while the IGI

Insurance Company insured accidental coverage. It may be the result of a contract in between defendant No.1 and the IGI Insurance Company and the beneficiary of business of mobile phone sets is defendant No.1. Defendant No.2 while selling the mobile phone set informed the claimant that there was insurance of the mobile phone set and also accidental coverage was available. It may lead to deem that because of the advertisement of defendant No.2, the claimant purchased the mobile phone set. He as being franchise holder / agent of defendant No.1 may not be relieved from liability for getting the claim of the claimant satisfied. IMEI number of the mobile phone set has been written on the warranty card and also on the claim submitted by the claimant to the defendants. The IGI Insurance Company rejected his claim on wrong ground and statedly the difference of statement has not been explained. On rejection order of the claim, the same IMEI number has been written which is written on the warranty card. The service sheet was issued by the Airlink Company, the copy of which is Mark P/C. The Airlink Company while submitting the claim to the insurance company mentioning wrong IMEI number and for the reason, the claim was rejected by the insurance company. It was a mistake of the Airlink Company because of which the claimant remained empty handed and his claim was not satisfied. Defendant No.1 is bound by the warranty terms and conditions and the accidental coverage which defendant No.1 got insured from the insurance company for the satisfaction of its customers / consumers. In the

circumstances, the claim is well founded, therefore, is accepted. The defendants are directed to reconsider the claim of the claimant, according to the terms and conditions of warranty and accidental coverage. If than he is not satisfied, he will be able to file a fresh claim before this court. Section 10 of the Punjab Consumers Protection Act, 2005, restricts to grant damages, where the consumer has not suffered any damage from the product except the loss of utility. The claimant only suffered the loss of utility and no further damage was caused, therefore, he is not entitled to damages, however, he is held entitled to costs amounting to Rs.10,000/- incurred on the legal proceedings. The defendants are directed to comply with this order and if they fail to comply with this order, the proceedings u/s 32 (2) of the Punjab Consumers Protection Act, 2005 will be initiated against them. The Registrar of this court is directed to send a copy of this order to the defendants free of costs and the receipt thereof be ensured and got acknowledged. A copy of this order be also delivered to the claimant. After due completion, the file be consigned to the record room.

Announced
09.04.2018

(Pervez Iqbal Sipra)
District & Sessions Judge/
Presiding Officer,
District Consumer Court, Faisalabad.

Certified that this order consists of four pages and each page has been dictated, read, corrected and signed by me.

Dated
09.04.2018

Presiding Officer,
District Consumer Court, Faisalabad.

Short order.**Present:-****Nemo.****ORDER**

Vide order dated even passed in English separately, the complaint in hand is accepted and the defendants are directed to reconsider the claim of the claimant, according to the terms and conditions of warranty and accidental coverage. The defendants are also to pay Rs.10,000/- to the claimant as costs incurred on the legal proceedings. After due completion, the file be consigned to the record room.

Announced
09.04.2018

(Pervez Iqbal Sipra)
District & Sessions Judge/
Presiding Officer,
District Consumer Court, Faisalabad.