

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

<i>Complaint No.</i>	193/2016
<i>Date of institution</i>	06-04-2016
<i>Date of decision</i>	18-12-2018

Tauqir Abbas 28-D Model Town, Lahore.

Complainant

V/s

United Parcel Services/Universal Logistic Services (Pvt) Ltd, 23-A/Block G, Gulberg-III, Jame-Shireen Road, Lahore.

Defendant

COMPLAINT U/S 25 of PCPA 2005

ORDER

Mr. Touqir Abbas alleges that on 13-02-2016, he got booked a parcel for Dubai through defendant's courier service, to be delivered at Dubai on the evening of 14-02-2016. For this purpose defendant has charged higher price than the normal one, but the parcel did not reach at the destination. Due to faulty service of the defendant, the complainant served a legal notice and in response to that notice defendant admitted its fault offering to re-send the parcel which was not accepted by the complainant considering it out of time. It is further contended that due to loss of parcel, the complainant and recipient of the parcel suffered mental agony and stress. Hence the complainant for recovery of damages to the tune of Rs. Ten Hundred Thousand along with paid price Rs. 3447/-

2. The defendant filed written statement wherein booking of the shipment is admitted with the explanation that it was dispatched to the destination under safe and sound conditions and when it reached there, it was detained by the Airport Custom Authorities, where it was lost. It is further contended that loss of shipment was not due to negligence of the defendant but was due to negligence of custom authorities. While referring to their offer to resend the shipment free of cost with payment of insurance amount to the extent of \$ 100/-, dismissal of complaint is sought.

3. The complainant produced his evidence consisting upon his own statement as Pw-1(his sworn affidavit as Exb-P/1), who was cross examined by the defendant, shipper's copy Exb-P/2, copy of Email Mark-P/A, claim notification (four pages) Exb-P/3, copy of legal notice Mark P/B, its dispatch receipt Exb-P/4, reply to legal notice Exb-P/5, copy of reply to letter dated 01-03-16 & 04-03-16 Mark P/C and letter dispatch receipt Exb-P/6. The defendant subsequently disappeared and was proceeded against ex-parte on 06-02-2018 and no evidence is produced by him.

4. Perusal of evidence of complainant transpires that booking of parcel for its delivery to Dubai on 13-02-2016, for a consideration of Rs. 3447/- is not disputed. So relationship of consumer and service provider between the parties is established. Sending of legal notice to the defendant is also proved. The defendant admits misplacement of the parcel with the explanation that it is due to the negligence of the custom authorities but it has failed to prove its claim through the relevant evidence. As per statement of complainant/PW-1, the parcel contains an original affidavit prepared on stamp paper which document was not insured. He admits that defendant had offered to resent the document free of cost and denies the allegation of blackmailing the defendant. Due to none delivery of said affidavit, what loss was caused to the complainant is not explained/proved. It is however established that defendant has provided a faulty service to the complainant,. So keeping in view the restrictions contained in Section 15 and as per requirement of Section 31 of PCPA 2005, complaint is allowed partially ex-parte to the affect that defendant shall return Rs. 3447/- (the paid price for booking the parcel) to the complainant along with \$ 100/- as compensation. On account of litigation charges complainant is held entitled for Rs. 5000/-. The remaining claim for recovery of damages on account of metal torture etc., being not proved/justified is declined and to that extent complaint is dismissed. The complaint is allowed partially in the above terms.

Announced
18-12-18

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

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

Announced
01-12-18

Qamar Ijaz
D& SJ/Presiding Officer