

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

Complaint No. 27/2018
Date of institution 16-01-2018
Date of decision 04-05-2019

Usman Malik Advocate High Court, Room No. 101, First Floor, Sadiq Plaza, 69-The Mall, Lahore.

Complainant

V/s

1. M/S Bilawal Rajpoot Rent A Car.
2. Proprietor of M/S Bilawal Rajpoot Rent A Car.
3. Haji Ali Sher Driver Mobile No. 0306-4486982 Band Road, 17-Bakar Mandi Opposite Niazi Ada, Lahore.

Defendants

COMPLAINT U/S 25 OF PCPA 2005

ORDER

Mr. Usman Malik Advocate, has filed instant complaint, alleging therein that, he on 17-12-17, visited the shop of defendants and got booked a Corolla Car for Chishtian against a total consideration of Rs. 8000/-. Out of the agreed consideration, Rs. 5000/- was paid to defendant No. 2, who promised that the vehicle would reach at the requisite place within 02 hours, by giving the name and telephone number of its driver i.e defendant No. 3. But the said car did not reach in time and complainant arranged an alternative car in emergency after paying double price. The complainant served legal notices to the defendants but in vain, hence the claim for recovery of total Rs. 80,000/- including advance paid amount Rs. 5000/-.

2. Defendants were served through courier with track report, but no one appeared on their behalf, so they were proceeded against ex-parte on 09-02-2018.

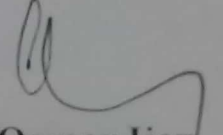
3. Complainant produced his ex-parte evidence consisting upon his own statement as Pw-1, his sworn affidavit as Exb-P/1, original receipt No. 46 dated 17.12.17 as Exb-P/2, copy of legal notice Mark-P/A, its courier

receipts as Exb-P/3 to Exb-P/5, copies of tracking reports of legal notices Mark-B to Mark-D.

4. Sending of legal notices to the defendants is established. A perusal of receipt Exb-P/2, shows that defendants No. 1&2, on 17-12-2017 received Rs. 5000/- on account of booking of vehicle No. 6960 for a total consideration of Rs. 8000/-, out of which Rs. 5000/- was paid in advance. As per contention of the complainant, the defendant No. 3, is the driver of the said vehicle, who failed to provide services to the complainant. U/S 25 of PCPA 2005 a consumer can claim damages arising out of any contravention of the said Act and a consumer is defined U/S 2(c) of the said Act, who hires the services for a consideration. In the instant case, the complainant paid partial consideration amount to the defendants for hiring their services but no services were provided by them. Under the law, no body can be forced to provide any services against his consent in any circumstances. Providing of services is a voluntarily step and consumer court is competent to grant damages for services provided by a service providers which proves to be faulty. For enforcement of any agreement regarding provision of services, the remedy lies before the Civil Court. Where no service is provide at all and only a promise is made to provide services that is not covered U/S 25 of PCPA 2005. So defendant No. 3, who neither agreed nor provided any services to the complainant, in no manner can be termed as service provider to the complainant. And complaint to his extent is not maintainable on this sole ground. The defendants No. 1&2, only agreed to provide services to the complainant and they too, have not provided any services to the complainant which can be termed as defective one. However, since they have received Rs. 5000/- from the complainant and have failed to return the same to him despite his demands, which is a petty nature amount and for recovery of the said amount complainant has to resort to another round of litigation. So in the interest of justice, it is held that complainant is entitled for refund of the said amount. The hiring of another vehicle for traveling, is in no way a loss to the complainant entitling him for recovery of the same, even without producing any evidence in this regard. So in the interest of justice and keeping in view the restrictions contained in Section 15 and as per requirements of Section 31 of PCPA

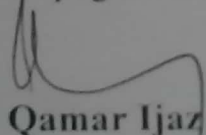
2005, complaint is allowed partially ex-parte with the direction to the defendants No. 1&2 to refund Rs. 5000/- to the complainant. On account of litigation charges the complainant is held entitled for Rs. 500/- only. Whereas his claim for general damages is concerned that being out of purview of Section 25 of PCPA 2005 and being not proved /justified is declined and to that extent complaint is dismissed. The complaint is allowed partially ex-parte in the above said terms.

Announced
04-05-19


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
04-05-19


Qamar Ijaz
D& SJ/Presiding Officer