

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

Case No.01-2017

Date of institution: 02-01-2017

Date of decision: 29-05-2017

Mr.Waseem Sajjad S/O Sajjad Anwar, R/O Shadiwal Road Gujrat, Tehsil & District Gujrat.

(Claimant)

Vs

*To the Manager, Domestic and international Courier Service Faisal Hotel G.T Road, Tehsil
& District Gujrat.*

(Defendant)

Present: Waseem Sajjad, claimant in person.

Faizan Ullah Arshad, defendant in person.

**COMPLAINT/CLAIM UNDER SECTION 25 R/W Ses30 OF PUNJAB CONSUMER PROTECTION
ACT,2005**

Judgment:

1. *The instant claim has been filed against the defendant the Manager domestic and International Courier Service (D.H.I) under section 25 of Punjab Consumer Protection Act, 2005.*

2. *Aspersions against D.H.I company was that claimant got booked a document which was to be delivered at desired destiny but the defendant failed to honour its commitment and the said documents could not be reached at its destination hence the defendant was blamed for providing defective service.*

3. *Being wretched by the conduct of the defendant, the claimant sent a legal notice but the defendant did not reply to the notice, so feeling perturbation, perplexed and disheveled by the conduct of the defendant, the claimant has been constrained to file the instant claim.*

4. *The claim was filed on 02-01-2017, the defendant was summoned time and again and ultimately this court issued notice to the defendant which was received through the*

messenger of the court but by adopting roguish behaviour, the defendant did not opt to appear before the court and resultantly he was proceeded ex-parte and the claimant was asked to produce ex-parte evidence.

5. *The claimant appeared as PW1 and submitted his affidavit Ex.P1 and produced her wife Mst Lareeb Zohra Fakhar as PW2 who submitted his affidavit as Ex.P2 and following documents were produced before the court, Affidavit as Ex.P1,(2) copy of legal notice as Mark-PA(3) receipt of legal notice Ex.P2(4) receipt of booking shipment Ex.P3. and the case was fixed for ex-parte arguments and on the day before hearing the ex-parte arguments many truths were honoured unearthed and it was found that D.H./Defendant is issuing the receipts of another company(APX) and this situation was very alarming and in order to plumb the truth the following order was passed by this court*

“Today the case was fixed for exparte arguments. After hearing the arguments and after perusal the record and the evidence produced by the claimant, it has been transpired that the claimant vide consignment number 892469 had booked his parcel in the office of DHI (Domestic & Intentional Courier service) according to receipt of consignment issued by the DHI it has been transpired that the receipt visiting card submitted by the learned counsel for the claimant, one Miss Sana Shah of Mobile number 03316319209 is running the office of DHI but after perusing the was issued of another courier service APX prima-facie the fraud is being committed by DHI (Domestic & Intentional Courier service) situated Faisal Hotel. G.T. Road, Gujrat by issuing the receipt of another courier service APX. The SHO PS Civil Line Gujrat is directed to investigate the matter that why DHI (Address above mentioned) is issuing the receipt of another courier service APX and why DHI is using the name of APX and whether the DHI is authorized agent of APX. He shall conduct the detailed investigation after joining the claimant and Miss Sana Shah who is running the office of DHI and shall submit the investigation report on 08.04.2017. If during the enquiry / investigation it is found that any fraud is being committed by DHI staff by using the name of APX and bogus / forged receipts are being issued, then he shall lodge the F.I.R against all the persons involved in these nefarious activities after receiving the separate application for registration of case from the claimant. The copy of this order be sent to SHO PS Civil Line for strict compliance. If detailed report shall not be submitted within time, proceedings against the SHO PS Civil Line Gujrat shall also be initiated against him. Now to come on 08-05-2017 for submission of investigation report and further proceedings. The claimant is also directed to join the investigation before SHO. The copy of this order is also handed over to claimant free of cost.”

6. The detailed investigation report was submitted by the SHO and after perusing the said report I found the situation more mind-boggling, hair-raising and eye-popping when SHO concerned submitted his report in connivance with the defendant and tried to throw the matter altogether in the wind and on that day when the report was submitted before the court, defendants appeared before the court and submitted their joint application for setting aside the ex-parte proceedings copy of which was supplied to the claimant with the direction to submit the written reply today the claimant has appeared before the court and has submitted written reply today.

7. During the course of hearing much muck was thrown by the parties on each other and ultimately consensus has developed between the parties for compromise and sought time for this purpose. both the parties were given sufficient time to think over the matter and after having mulled and pounded over the matter the claimant and defendant appeared before the court and preferred to record their statement before the court while stating with one voice that the matter has been patched up.

The claimant appeared before the court and got recorded the following statement:-

"I have effected compromise with the defendant and as a compensation I have received Rs.30,000/- from the defendant and all my grievances have been redressed. I do not want to pursue the matter further. In view of my settlement with the defendant after receiving Rs.30,000/- I want to withdraw my claim."

Thereafter the defendant appeared and he opted to record the following statement

"I have paid Rs.30,000/- to the Waseem Sajjad, claimant for the redressal of his grievances and has effected compromise with the claimant and no grievances of the claimant has been left to be redressed."

8. I have heard the parties at considerable length and have also gone through their statements and has straight way observed that the parties has patched the matter out of court. The following maxim is being reproduced keeping in view the facts and circumstances of this court

"you can take horse till water but you can not make it drink"

9. As already discussed that the parties has affected compromise with each other and the respondent has adjured from his mistake and claimant is also not interested in pursuing

the claim after receiving Rs.30,000/- from the defendant and feels satisfied and states that his grievance has been redressed. In view of above said situation when the claimant is satisfied after obtaining Rs.30, 000/- from the defendant and has pacified the situation, the instant claim is hereby dispose as per terms and conditions mentioned in their statements.

Announced: 29 -05-2017

BAKHT FAKHAR BAHZAD

*District & Sessions Judge/
Judge Consumer Court Gujrat.*

Certificate:-

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

Announced: 29 -05-2017

**Judge consumer court
GUJRAT.**