



**RESEARCH PAPER**

**Consumer Protection and Role of Consumer Courts in Punjab**

Dr. Ghulam Murtiza <sup>1</sup> Dr. Qamar Abad <sup>2</sup> Khalil ur Rehman Tariq <sup>3</sup>

1. Assistant Professor, College of Law, Government College University, Faisalabad, Punjab, Pakistan
2. Incharge Ph.D. Programme, School of law, University of Karachi, Sindh, Pakistan
3. Lecturer, College of Law, Government College University, Faisalabad, Punjab, Pakistan

PAPER INFO	ABSTRACT
<b>Received:</b> September 20, 2019	Currently, only seventeen out of thirty six districts of Punjab have consumer courts. The main role of these consumer courts is to protect the interests and rights of customer. The purpose of this research is to find out whether these courts are performing this role well and for this purpose; this study carefully examines the decisions of these courts and their number and concludes that these courts have been able to perform this role effectively. But the establishment of consumer courts in all districts of Punjab is an urgent need of time to provide justice to the customer at his doorstep.
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<b>Corresponding Author:</b> ghulammurtiza@gcuf.edu.pk	

**Introduction**

There is no single law in Pakistan regarding consumer protection. Each province has its own law. Each law contains provisions relating to consumer courts. Under Punjab Consumer Protection Act 2005, consumer courts have been set up in 17 of the 36 districts, including Faisalabad, Sialkot, Multan, Sahiwal, Bahawalpur, Rahim Yar Khan, Dera Ghazi Khan, Mianwali, Bhakkar, Sargodha, Mandi Bahaudin, Bahawalnagar, Rawalpindi, Gujrat, Layyah, Gujranwala and Lahore. The consumer courts of these districts have also been given the power to hear cases of those districts where there are no consumer courts. In districts where there are no consumer courts, people have to travel a lot to get justice and they have to bear a lot of expenses. In consumer courts, customers file cases for redressal of their grievances on a daily basis. Whether these courts are able to resolve these grievances or not is the main objective of this investigation. To

address this, the study will look closely at the decisions of these courts and their number so that the performance of these courts can be tested.

The claimant filed complaint by contending that he purchased some furniture from the defendants for Rs.96, 000. At the time of selling furniture, the defendants ensured the quality of product and gave life time warranty. The furniture started to deteriorate thereby he came to know that the defendants had used substandard material for preparing that furniture. He contacted with the defendants and asked them to change his furniture or pay the price thereof but they denied. The complaint was accepted and the defendants were directed to return the price of furniture amounting to Rs.96, 000/- to the claimant on return of the furniture in question and Rs.4000/- the amount spent for carriage. Under section 10 of the Punjab Consumer Protection Act, 2005, the claimant was not granted the damages because he had not suffered any damage from the product except the loss of utility. But he was held entitled to costs amounting to Rs.10, 000/- incurred on legal proceedings (Fawad Akhtar v. Saeed ur Rehman etc, 2017).

The claimant contended that he approached the defendant for getting his car repaired. He handed over his car to the defendant and the job card was issued for the repair work. When he took his car and checked, he was astonished to know that the car had not been repaired properly and the services rendered by the defendant were faulty. He asked the defendant to make repair as required but he denied. The defendant contested the complaint by filing written statement. He contended that he provided excellent services and spare parts were replaced with the out of order parts. After completion of work, the computerized checking of the car was conducted and thereafter, the car was handed over to the claimant. The claimant was quite satisfied about the repair work after a road test and the old replaced parts were handed over to him. But the claimant's claim was accepted. The defendant was directed to return the consideration received for services, parts and the sales tax paid by the claimant amounting to Rs.15, 451. Because of faulty services, the claimant did not suffer any damage except lack of benefit / loss of utility; therefore, he was not granted the damages. The alleged mental agony had not been proved through sufficient evidence; hence, the claimant was refused damages except his expenses incurred on legal proceedings. He had mentioned that he incurred the expenses on legal proceedings amounting to Rs.50, 000/- but in this respect, no relevant evidence had been produced. However, through a tentative assessment, he was awarded Rs.10, 000/- as expenses incurred on legal proceedings including lawyer's fee. The defendant was directed to comply with this order (Sajid Israr v. Suzuki Motors, 2018).

The consumer constructed a swimming pool on one kanal piece of land. He contacted defendants for decoration of swimming pool, installation of ladder, wall's side reeling and pipe fitting, etc. Defendants agreed to do all work along with material against consideration of Rs. 1,40,000/- and received Rs. 85,000/- in advance. Defendants completed the task and on same day, opening of swimming pool was conducted. On the very first day reeling, pipes and ladder got broken,

resulting into injury to persons. He complained defendants for substandard material and defective products for which defendants apologized and promised to return the received amount and to take the material back but later on denied. A mandatory legal notice was dispatched but his grievance could not be redressed. The court accepted the claim of the consumer and the defendants were held liable and directed to return the received amount while taking back the material installed and decorated by them lying at site (*Shoib Karim v. Ashraf Sundar, 2018*).

The complainant approached various firms for the preparation of kitchen in his newly constructed house. The respondent promised to use high standard material and complete the task within short period. An amount of Rs.13, 32, 623 was paid to the respondent but he started the work very slowly. He prepared the kitchen with low quality material and did not complete the task within stipulated period. Respondent had failed to provide better services to the consumer and thus, claim of the consumer was decreed in his favour and against the respondent firm. The respondent was ordered to pay back the total amount of consumer along with counsel fee Rs.15000. Respondent was directed to comply with the order within one month positively (*Sheikh Ehsan Elahi v. Abid Mahmood, 2014*).

In this case, the consumer brought a complaint with the contention that he purchased from the respondent a Samsung mobile in consideration of Rs. 87,000 with the accidental warranty of one year. The complainant was driving motorbike and met an accident due to which he fell down and the LCD of said mobile had broken. The complainant contacted the respondent repeatedly for the replacement of mobile phone but the respondent did not fulfill accidental warranty of said mobile phone and caused mental and financial loss to the tune of Rs. 87,000 along with fee of counsel of Rs. 15,000. The complainant also served legal notice but no reply of the same was given by the respondent. Keeping in view this, the court concluded that the mobile became out of order within warranty period and despite repeated contacts with the respondent, the same was not replaced by the respondent. The complaint was accepted and the respondent was ordered to replace the mobile phone set with a new one or to pay the amount of said mobile to the tune of Rs. 87,000 along with fee of counsel to the tune of Rs. 15,000 to the consumer (*Najeeb-ur-Rehman v. Green Tech, 2018*).

The claimant purchased one potato planter and one unit of potato digger from the respondent. Payment was made at the time of purchase. The claimant alleged both agricultural instruments i.e. potato planter and digger had manufacturing defects due to which the potato crop sowed by him did not give requisite results and damage to his tractor was also caused. The claimant sent a legal notice to the respondent but the respondent did not reply to it. The court ordered that the consumer's money be returned to him immediately (*Haji Riaz Ahmad v. Al-Haq Industry, 2013*).

The complainant booked a parcel through TCS for Islamabad subject to payment of Rs.400. Nine suits worth Rs.19, 600 were sent through this parcel. The

parcel was to be sent to America from Islamabad through aunt of complainant. Above said parcel could not be received on time in Islamabad and she had to leave for America because it was flight time. The respondents were directed by the court to deliver the parcel to the complainant at Bahawalpur and further a sum of Rs.10,000 was imposed for providing faulty service as compensation (Junaid v. Area Manager TCS etc, 2015).

This is the case of bait advertisement. The petitioner moved an application with the contentions that his wife purchased air cooler and washing machine on installments from the respondent after advertisement made by the respondent at large scale and got attracted to the slogan "Naqd ki qeemat me udhar" but at the time of purchase of the above mentioned articles, the respondent got Rs. 1500 as fixed money for air cooler and Rs. 2084 for the washing machine with monthly installments of Rs. 1200 & Rs. 1090 respectively. At the time of purchase of the above mentioned articles, the price of the air cooler and washing machine were fixed Rs. 6300 & Rs. 6444 respectively and he had deposited entire amount in shape of advance amount and installments but the respondents was claiming more installments from him. He further contended that at the time of purchasing of air cooler and washing machine the market prices were Rs. 5300 and Rs. 6000 respectively. The petitioner annexed the quotation got from another electric store and produced along with the petition. The respondent fraudulently looted the petitioner as well as public at large by trapping them into bait advertisement. He prayed that excess amount Rs. 10250 received by the respondent from the petitioner be also returned with damages and Rs. 5,00,000 as mental agony along with expenses occurred on grievance petition. The petition was accepted by the court and declared that respondent was entitled to receive the amount Rs. 6300 as sale price of air cooler and Rs. 6444 as sale price of washing machine only. The excessive amount Rs. 10250 got by the respondent through installments from the petitioner's family, the respondent was under obligation to return the same to the petitioner as it was found clear from the advertisement and logo of the respondent "Naqd ki qeemat me udhar" that it came under bait advertisement. Keeping in view the advertisement and logo displayed by the respondent it was found clear that the bait advertisement was launched to allure and loot the innocent public at large. The court imposed the fine of Rs. 1, 00, 000 upon the respondent and Rs. 50,000 as damages for mental agony including the cost of litigation incurred (Hassan Mehmood v. Owner Exicutive Shop of Surmawala, 2018).

The complainant bought a toy (a jeep with chargeable battery) from the defendant for Rs. 24600. On the next day, the complainant found that the speaker system of the toy was not working. He immediately complained of this defect to the defendant who did not pay any heed to redress the grievance. Hence, the complainant approached this court. The defendant contested this case. He pleaded that he was not manufacturer of the product nor it was manufactured by any known company and eventually he would have bought such products from open market and not from manufacturing company; and, that no warranty of the

product was given to the complainant at the time of its sale. He contended that all these facts were bought into the knowledge of the complainant and he then bought the toy at his own risk and cost. The defendant was ordered by the court either to replace the toy/product with new one of the same nature and specification or return its sale price Rs. 24600 to the complainant within next seven days. The case was accordingly decreed in favour of the complainant and against the defendant (*Abdul Aziz Saleem v. Proprietor Factory Shop Toys, 2018*).

The petitioner purchased a sim and the same was registered in the name of the petitioner. The petitioner was temporary resident of UAE. The respondent issued the same sim No. to some other person. The petitioner approached the respondents but in vain and again, the petitioner sent a legal notice to the respondents but no one responded to his legal notice. The petition was decreed in favour of petitioner to the extent of Rs. 150000 (*Asif Nawaz v. Moblink Franchise etc, 2018*).

The claimant purchased canola seed of defendant No.1 ICI Pakistan through its dealer defendant No.2, in consideration of Rs. 3000 and cultivated the same in his land. But when the seed started growing, it disclosed as sub standard, due to which claimant suffered loss of about Rs.1000, 00. Claimant sent legal notice to the defendants but they did not respond. Defendant contended that the seed of the company was of international standard and the same was registered with the federal seeds certification department under Seed Act 1976. Defendant further asserted that the seed was sold under the subsidy scheme of Govt. of Punjab for cultivation on more than 30 thousands acre land and there was no complaint about it. The claimant could not prove the date of cultivation or the date of growing of seed or the date of accrual of cause of action. Hence the claim of the claimant was barred by limitation. Claimant had badly failed to prove his stance that the product / seed was defective, through cogent, convincing and reliable evidence, therefore claimant was not entitled to the relief. The claim was dismissed, being barred by limitation and on merits as well (*Tanveer Ahmad v. ICI Pakistan, 2018*).

A Car Suzuki Alto was obtained on lease from the respondent Bank. All the dues/installments had been paid as a result of which the respondents had issued order for release of lien and transfer of ownership of vehicle in favour of the complainant but original file of the vehicle could not be handed over to the complainant in spite of repeated request and legal notice. The respondent in response to the summon issued by this court appeared and filed reply stating that they were ready to handover the duplicate file of vehicle. The learned counsel for the respondents submitted that the original file had been lost. The respondents were bound to deliver the original file to the consumer but they did not, therefore, they had failed to provide the services to the consumer from any deficiency, hence were liable to compensate the consumer. Therefore, according to the depreciation in the price of the vehicle Suzuki Alto due to loss of original file respondents were directed to pay Rs. 60000 to the consumer of the vehicle along with Rs. 10000 as legal expenses (*Salah ud Deen v. Country Head Standard Chartered Bank, 2013*).

The consumer purchased a Water Heater after making full payment. It was installed by the defendants. On the third day of installation, it stopped working. The matter was reported to the defendants and they sent representative who after checking reported that the thermostat was defective and promised to replace the same. The defect even after replacement of thermostat was not removed. The defendants were repeatedly approached who kept on lingering the matter on various pretext and ultimately refused to repair or replace the product. The claim was accepted and defendants were ordered to take back the product from the consumer and return the total price of Water Heater. The court also ordered to pay Rs. 25000 as compensation to claimant for agony suffered by the claimant due to conduct and behavior of defendant (Dr. Sajid Mahmood v. Rana Burhan & Mubashar AMS Singer Pakistan Ltd., 2018).

The complainant purchased 20 feet tiles from the defendants against a consideration of Rs. 9400. It was stated that tiles were packed in a paper carton, the side of the carton was opened which clearly reflected that every carton had some broken tiles. The complainant requested defendants to show him the tiles by opening the carton but defendant promised by saying that if any tile was broken or defective that would be replaced. It was stated that floor was under construction and when the mason opened the carton to use the tiles, it was observed that carton not only contained the broken tiles but also the tiles were different in three colors. All the broken and colored tiles were calculated and kept aside. The complainant approached the defendants and requested to replace the tiles but defendants refused to replace the tiles and after some negotiation only 22 tiles were replaced and refused to replace the other 26 tiles. It was stated that it was the duty of defendants to disclose and show the tiles at the time of sales that what was in the said cartons but they dishonestly breached their duty. The court ordered the defendants to pay the amount to the claimant including wages of construction. Rs.7200, price of the purchased tiles Rs.9400, replacement expenditure of tiles Rs.20000, miscellaneous and legal expenses Rs.20, 000, total Rs.56, 600 (Abu Bakar Shad v. Haji Muhammad Afzal etc, 2017).

The claimant, on 11.10.2012, had hired services of defendant for delivery of a parcel to CMH Karachi which was having life saving injection named 'Herceptin 440-mg' (a Cancer medicine); because of services of over-night delivery parcel had to be transported at CMH Karachi on 12.10.2012 at any cost because it was a cold chain item and delay would expire it; defendant failed to pass on said shipment on 12.10.2012 (Friday) which resulted into expiry of said medicine/vaccine; on 15.10.2012 (Monday) when parcel reached at its destination, CMH Karachi had refused to receive it being expired; due to negligence and defective services of defendant claimant had suffered loss of Rs. 1,30,000. The claimant was customer of defendant for about 23 years. It could not be denied that there was life saving drug in parcel. Therefore, when due to faulty and defective services of defendant CMH refused to receive expired medicine, it was shocking and damaging for claimant business. The defendant was directed by the court to pay Rs. 1, 30,000 as damages

to claimant within a period of 30 days (B.H. Distributor v. Leopard Courier Services (Pvt.) Ltd., 2013).

The complainant went to defendant's shop and demanded medicine Lactulose Solution made of Fist Care Company, America. But defendant replied that instead of above said company, Levitral 60ml was available and it would also give the same result; that complainant purchased medicine suggested by the defendant and showed it to his physician which was rejected by him and after that complainant again visited defendant's shop and asked him to refund the medicine but he refused to do needful. Aggrieved by the conduct of the defendant he sent legal notice but no response from rival side. The claim was accepted and the court ordered the defendant to pay price of medicine Rs. 360 as well as Rs. 5000 for mental torture. (Shafaqat Ali v. Butt Pharmacy, 2018).

A cheque amounting to Rs.16000 was issued in favor of claimant by the office of Punjab Government Servants Benevolent Fund, regarding his educational scholarship and the same was booked in his name at the office of TCS. But due to negligence of the defendant, the said shipment was delivered to the claimant with the delay of about nine months and due to the said delay; the educational cheque of the claimant was expired. A legal notice was issued to the defendant but the defendant had not paid any heed to his notice. The claimant succeeded to prove his case, therefore, his claim was accepted and the defendant was directed to pay Rs.36, 000/- i.e. Rs.16, 000/- as the amount of original cheque and Rs.20, 000/- as the damages to the petitioner (Faheem Ahmad v. Branch Manager, TCS, Express, 2018).

The complainant purchased a Printer along with Scanner of HP 1100 for an amount of Rs. 5000 with the guarantee that said Printer could be exchanged, replaced or returned within one month. Moreover, additional warranty of two months was also given. The duty of the delivery of the said Printer was with the respondent, it was also duty of the respondent to give installation CDs of the Scanner. When respondent took Printer to the School, very astonishing that was not the Printer which had been shown to the complainant. When the factum was discussed to the respondent he told that the Printer which had already been shown to the complainant had been sold to some other person and he gave warranty that the Printer being given to the complainant was of a good quality and would work in a good way. According to the complainant, he asked the respondent to get the Printer checked on the incoming of light within three minutes but the defendant went away by saying that the Printer Scanner had no need to install as it would install automatically on Window XP. On incoming of the light, the complainant was astonished to see that the Printer could not work upon which complainant telephonically informed the respondent but he gave a deaf ear. The complainant went to the shop of the respondent and repeated requests but despite meeting the demand of the complainant the respondent delivered threatened upon which legal notice were sent. The complaint was decided in the way that respondent would replace the Printer and Scanner within two weeks and towards the mental agony

Rs. 10,000 were awarded to the complainant (Muhammad Amion v. Mr. Naveed Hafeez etc., 2010).

After looking closely at the decisions of the consumer courts of Punjab, now we will see how many cases these courts have handled so that the performance of these courts can be tested. The performance of these courts from 2017 to 2018 can be calculated as:

No	Name of Consumer Court	Total Cases Filed 2017	2018	Disposed off 2017	2018	Pending 2017	2018	% age of Disposal 2017	2018
1	Faisalabad	540	382	442	282	98	100	81.9	73.8
2	Sialkot	156	199	104	160	52	39	66.7	80.4
3	Multan	401	592	119	375	282	217	29.7	63.3
4	Sahiwal	437	585	168	205	269	380	38.4	35.0
5	Bahawalpur	194	191	120	92	74	99	61.9	48.2
6	Rahim Yar Khan	36	30	20	26	16	04	55.6	86.7
7	Dera Ghazi Khan	126	150	66	112	60	38	52.4	74.7
8	Mianwali	08	26	05	22	03	04	62.5	84.6 2
9	Bhakkar	10	44	07	24	03	20	70	54.6
10	Sargodha	249	221	199	196	50	25	79.9	88.7
11	Mandi Bahaudin	48	61	33	09	15	52	68.8	14.8
12	Bahawalnagar	43	96	25	52	18	44	58.1	54.2
13	Rawalpindi	329	309	213	211	116	98	64.7	68.3
14	Gujrat	204	237	130	158	74	79	63.7	66.7
15	Layyah	34	69	25	62	09	07	73.5	89.9
16	Gujranwala	522	435	324	238	198	197	62.1	54.7
17	Lahore	1520	1572	661	570	859	1002	43.5	36.3

Source: Directorate of Consumer Protection Council, Government of Punjab

## Conclusion

Economies are destroyed where consumer rights and interests are not protected. The consumer cannot be left at the mercy of strong traders. It is the job of the courts to look after the rights and interests of the consumer. Judging by the decisions of the Punjab consumer courts and their number, it can be said that Punjab has been very successful in protecting its consumers. This study demands that the establishment of such consumer courts in the districts and tehsils of Punjab is imperative to ensure prompt delivery of justice to the consumers.



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