



RESEARCH PAPER

Consumer Protection in Punjab: Public Understanding and Awareness

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PAPER INFO	ABSTRACT
Received: April 29, 2020	A look at the pages of history reveals that in any civilization the sellers have been heavier than the buyers of products and services. Consumers are still a downtrodden class in many societies today. The same is true of the consumer of Punjab and the biggest reason for this is his lack of awareness and understanding of his rights as a consumer. When a consumer buys a product or service he does not know what his rights are and what can he do if the product is defective or the service is faulty so he will always be humiliated by the powerful merchants, shopkeepers and manufacturers. Lack of awareness and understanding of consumer of Punjab about his rights is one of the major obstacles to effective implementation of consumer protection law in Punjab. The purpose of this research is to provide awareness and understanding to the consumers about their rights in Punjab. The purpose is to inform them that if traders, shopkeepers and manufacturers cheat them, under what law they can claim their rights. This study concludes that since the consumer is the centre of economic activity in any society, public awareness and understanding should be created for his protection so that the economic system of Punjab can be developed and improved.
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Introduction

Punjab has its own law for consumer protection which has been named as The Punjab Consumer Protection Act 2005 (hereinafter PCP Act 2005). Rules have also been framed under PCP Act 2005 which we call Punjab Consumer Protection Rules 2009 (hereinafter PCP Rules 2009). The purpose of this paper is to tell the consumer what his rights are. If his rights are violated, how can he protect his rights by using PCP Act 2005? What is the procedure? What institutions can he get help from? How can those institutions help him to alleviate his suffering?

Let us review the PCP Act 2005 in detail and in simple language in order to create awareness and understanding among the consumers of Punjab on how to protect their rights, it will help in promoting economic activities.

If a consumer buys a product or service and that product or service is defective, he or she has the right to seek redress from the consumer court. In this regard, the consumer will first give the shopkeeper a written notice under section 28 that the products or services he has purchased are defective. Therefore, his loss should be compensated. The shopkeeper has fifteen days to respond to this notice. If the shopkeeper does not respond to this notice within 15 days, the consumer is entitled to take his case to the consumer court. The consumer court does not hear any case without a 15 days written notice. The court will only hear the case in which this evidence has been provided that the shopkeeper was given a written notice to compensate the consumer within fifteen days and the notice was delivered to the shopkeeper but he did not respond to the notice.

In this case, the court observed that serving the legal notice to the service provider by the claimant and providing the proof by the claimant to court that he served a legal notice to service provider but he did not duly reply and thereafter he was constrained to file the claim before this court were all mandatory provisions of law. No proof had been annexed with the instant claim that the claimant had ever served the legal notice. No copy of the legal notice was annexed with the claim nor any proof had been provided that the notice was served to the service provider nor any receipt of the registered post was annexed with the claim, therefore, due to non fulfillment of the mandatory legal provisions of law, the court did not entertain the claim (*Malik Jawad Nawaz v. Dr. Kashif Adnan, 2017*).

The consumer will file his case within 30 days of the claim being generated. The consumer court also has the power to extend this period if the court is satisfied that the case could not be filed within the stipulated time due to reasonable grounds. If the court is satisfied, the time limit will be extended. But here the law also prohibits the court and the restriction is that the court cannot extend this period for more than sixty days. This means that if there is a guarantee or warranty period mentioned on the product or service, the court may allow the case to be filed within sixty days from the expiration date of that period. If the guarantee or warranty period is not mentioned, the court may allow the case to be filed within one year from the time of purchase of the product or service.

The claimant entered into an agreement with the respondent for the construction of his double story house and he was responsible for providing material. It was settled that the account would be finalized after the completion of linter, roof and other work. He paid Rs. 671000 in weekly installments to the respondent. Due to substandard and defective construction the walls, linter and roof of his house cracked and he sustained irreparable loss. He spent Rs.8000000 on the construction of his house including labor paid to the respondent Rs. 671000. He asked the respondent to pay him the said spent amount Rs.8000000 along with damages Rs.5000000 for defective and substandard construction but the respondent refused. The cause of action accrued two

days back when the respondent finally refused. In the complaint the complainant prayed for the recovery of Rs.8000000 along with damages Rs.5000000 from the respondent. The provisions of section 28(4) of the Punjab Consumer Protection Act 2005 provide the maximum period of one year for filing the case by the consumer from the date of providing of services or the cause of action. But in the present case the complainant had filed the claim after the period of one year of providing the services and the arising of cause of action. The complainant had not provided any explanation or justification for this long delay in filing the case. Therefore the claim of the complainant was hopelessly time barred. As the complaint of complainant was barred by time and was liable to be dismissed being time barred, it was not necessary to consider contentions of parties on merits. Resultantly this complaint was hereby dismissed being time barred (Riaz Ahmad v. Gulzar Ahmad, 2011).

Under section 29, both parties can reach a compromise before the trial of the case begins. The court does not object. But where the claims are from a minor or from a legally incapacitated person, the court permission is required for a settlement. Similarly, in claims involving collective rights, consent of court is required for a settlement.

According to section 30, if the claim relates to the product, the court will send a copy of it to the defendant. The court will direct the defendant to respond to the claim within fifteen days. If the defendant does not file a reply to the court within 15 days, the court has the power to grant further 15 days. Where product defects cannot be detected without laboratory testing, the court will obtain a sample of the product from the complainant and send it to the laboratory so that the defect can be detected. The court shall direct the laboratory to test or analyze this product and the report of this test or analysis should be sent to the consumer court within 30 days. The court may extend this period for another 15 days. The court will ask the complainant to pay the fee for laboratory test or analysis. If the complainant's position is proved to be correct, the fee will be refunded to the complainant later by the defendant. If the claim relates to the services, the court will send a copy of it to the defendant. The court will direct the defendant to respond to the claim within fifteen days. If the defendant does not file a reply to the court within 15 days, the court has the power to grant further 15 days. After receiving the reply to the claim, the court will decide on the basis of the evidence received from both the parties. If the defendant does not contest the case, the court will decide on the basis of the evidence it receives from the complainant. The consumer court is bound to decide the case within 6 months of the issuance of the summons.

Under section 31, if after the court proceedings the court finds that the product complained about is really defective or the allegations made about the services in the claim have been proven, the court may then order that the defect in the product be rectified or the complainant be given a new product in place of the defective product which is free from any defect or refund the price of this product to the complainant. The court may also order that the consumer be compensated for the loss incurred due to negligence of the defendant. The court may also order to award damages. If one party's position is found to be correct, the court may order the other party to bear the

cost of court proceedings including attorney's fees. The court may order that the defective products be recalled from trade or commerce or they may be confiscated and destroyed or their supply will be cut off until they meet the required standards.

The petitioner purchased sunny grey color marble in consideration of Rs.2,09,272 at the rate of Rs.35 per square foot. The total amount was paid to the respondents by the petitioner. When the marble was fixed, it came into the knowledge of the petitioner that the respondents while deceiving the petitioner provided marble of badal color instead of sunny gray color. The rate of the badal color marble was about 30/32 per square foot. Furthermore, the badal color was of black nature whereas the sunny gray was about white color. There was difference of colors between above said two marbles badal and sunny gray. The petitioner demanded to the respondents to compensate the petitioner about the difference of the rates of above said two colors of marbles but the respondents did not redress the grievance of the petitioner. Keeping in view the difference of rates of sunny gray marble & badal color marble, the petitioner was held entitled to receive an amount of Rs.50,000 from the respondents (*Syed Mujahid Ayyub Wasti v. Sheikh Muhammad Ibrahim etc, 2018*).

The claimant purchased a mobile phone set Samsung Note-8 from the defendant's outlet of value of Rs.108999 with the warranty card but after expiry of some time, the mobile phone set due to technical defect stopped functioning. The claimant approached the defendant and informed him regarding mobile phone set being dysfunctional and asked its repair as per terms of the warranty but the defendant instead of providing free of charge services for repair of mobile phone set demanded from the claimant Rs.29000 in connection with the repair of mobile phone set. The claim was accepted to the extent of claimed amount of fee of the counsel Rs.20000 and total amount of mobile phone set Rs.108999 subject to return of the defective mobile phone set to the defendant and the defendant was directed to comply with this order within two months (*Waseem Iftikhar v. Green Tech Mobile Company, 2019*).

The complainant made a transaction of Rs. 3000 in the account of Syed Makhdoom Kaleem Ullah Hashmi Advocate Bahawalpur through easy paisa for which defendant gave him secret code to convey Makhdoom Kaleem Ullah Hashmi Advocate but when Mr. Hashmi reached to collect the amount, it transpired that amount had been withdrawn by someone else from another shop at Khata District Bahawalnagar. The complainant protested before the defendant that having been the knowledge of the secret code, amount was withdrawn by him, where he acknowledged his mistake and promised to return the amount but there after flatly refused to return the amount of Rs. 3000 in the presence of the witnesses. Being aggrieved after serving the legal notice the complainant filed the present complaint. The complaint was accepted and defendant was directed to pay Rs. 3000 (transaction amount) to the complainant and also pay another Rs. 10000 to the complainant in terms of litigation and compensation (*M. Subhan v. Naveed Gouri, 2019*).

The complainant purchased a pair of shoes from the defendant's shop against a consideration of Rs. 1500 for which receipt was issued with one month warranty and further assurance was given that shoes were good in quality and free from any defect.

It was stated that only after fifteen days, the sole of the shoes became out of order/cracked. The complainant visited the defendant's shop and informed him about the defect in shoes but defendant refused to replace the same. Being aggrieved, after serving the legal notice the complainant filed the present complaint against the defendant. The complaint was accepted to the extent that defendant would refund the consideration of Rs. 1500 to the complainant and also pay another Rs. 10000 to the complainant in terms of litigation and compensation (M. Mustafa Javed v. Abdul Rauf, 2019).

The claimant purchased a bicycle Panther SPD-1 of the value of Rs.9000 from the defendant in which four defects were revealed. Notice was issued for which no reply on behalf of the defendant was given. The defendant was directed to replace the bicycle with other bicycle of the same kind and defect free; otherwise, he would pay the decreed amount of Rs.9000. The defendant was also directed to pay attorney's fees (M. Tariq v. Naseem Abbas, 2019).

It was alleged by the claimant that a geyser having capacity of 35 gallons of water was got repaired by the claimant from the defendant and for that he paid Rs.9200 but the defendant curtailed the capacity of the geyser at the time of repair from 35 gallons to 25 gallons. The legal notice was issued for which no reply was given by the defendant. The defendant was directed to pay Rs.10000 to the claimant and that amount will include the lawyer's fee (Dr. Pervez Iqbal v. Amjad Pervez, 2019).

Where the manufacturer fails to fulfill the obligations imposed on him under PCP Act 2005, the court may impose a sentence of up to two years under section 32 or may also impose a fine of up to Rs. 100000. The court can also order both fines and imprisonment. In addition to imprisonment and fines, the court may also order that damages or compensation be paid to the consumer. Where the claimant or the defendant does not comply with the court's order, the court has the power to impose a penalty for disobeying its order and the sentence can be a minimum of one month and a maximum of three years. The court may also order the payment of a fine, which may be a minimum of five thousand and a maximum of twenty thousand. The court can also order both fines and imprisonment.

The losing party has the right under section 33 to file an appeal against the consumer court's decision in the Lahore high court within 30 days. If no appeal is filed in the Lahore high court against the decision of the consumer court, then the decision of the consumer court under section 34 will be considered final.

The consumer court discourages false and baseless claims. If a false and baseless claim is filed, the consumer court has the power to dismiss the claim and may order the plaintiff to pay a fine of up to ten thousand rupees.

Under PCP Act 2005, in addition to judicial set up, a quasi judicial set up has also been established for the redressal of grievances of consumer. In the semi judicial set up, powers have been given to the "Authority" under section 23. Who is this "Authority" now? In a district, district coordination officer is "Authority" or the

government can appoint any officer as “Authority” under section 2(b). Anyone can apply to the “Authority” that section 11, 16, 18 and 19 are being violated. If the “Authority” is satisfied, it can order the violator to pay a fine of up to Rs. 50000. Now the question arises as to what are sections 11, 16, 18 and 19. Sections 11 and 16 impose a duty on the manufacturer to tell the consumer everything about the products and services that the consumer wants to buy. For example, if it is a matter of buying a product, the manufacturer will tell the consumer what the ingredients of that product are. What is its quality? What is its manufacturing date and expiry date? He will show all these things to the consumer. Similarly, in the case of services, the manufacturer will disclose everything to the consumer.

Under section 18, it is the duty of the shopkeeper to display the price list of items at his shop. Under section 19, the shopkeeper is obliged to provide the buyer a receipt of purchase on which the date of purchase, all the details of purchased items, the price and quantity of the items and the name and address of the seller are listed.

A person against whom a decision has been made can appeal against the decision of the “Authority” to the government within 30 days. Now who is meant by government here? Under rule 10 of PCP Rules 2009, government means secretary industries department Punjab.

A provincial consumer protection council has been set up under section 24 of PCP Act 2005. In addition, consumer protection councils have been set up at district level. The provincial consumer protection council has 24 members under rule 19 of PCP Rules 2009 including government and non government members. The official members include these people (a) minister for industries (b) chief secretary (c) secretary home department (d) secretary local government department (e) secretary industries department (f) secretary agriculture department (g) secretary health department (h) secretary food department (i) secretary labour department (j) provincial police officer (k) director of the council. The non official members include these people (a) president, Lahore chamber of commerce & industry (b) four persons who have worked in the consumer protection area and have been nominated by the government (c) heads of four nonprofit organizations that have dealt with consumer protection (d) four female social workers. The non official members are appointed for three years except for the president Lahore chamber of commerce & industry and may be re appointed.

The provincial council collects data and information under rule 21 to eliminate defective products and faulty services from trade or commerce. This council also monitors the district councils and ensures that district councils are doing everything in accordance with law. It is also a matter for the council to review and implement the reforms proposed by the district councils regarding consumer protection. The council also provides advice to the government and the “Authority”. Its responsibilities include raising awareness about consumer protection and setting up laboratories for product testing or analysis.

A district council has twenty members under rule 22 including government and non government members. The official members include these people (a) district coordination officer (b) executive district officer (EDO) finance (c) EDO health (d) EDO community development (e) EDO revenue (f) district/city/capital city police officer (g) district officer agriculture (h) one TMO nominated by district coordination officer (i) assistant director legal of the council. The non official members include these people (a) six citizens nominated by district coordination officer (b) head of the local chamber of commerce & industry (c) four female social workers. The non official members are appointed for three years except for the president of the local chamber of commerce & industry and may be re appointed.

Providing consumer protection awareness, providing information on the products and services available in the district to the consumer, removal of defective products and faulty services from the market is one of the important council matters.

Conclusion

Punjab's economic system can only develop and thrive when Punjab's consumer is fully aware of his rights and he knows how and under what law to get justice if he is manipulated and deceived by the manufacturer because in any society the consumer is the basis of economic activity and if the foundation itself is not strengthened then how can the economic structure be maintained. This paper seeks to inform the consumers of Punjab what their rights are and under what procedure and law these rights are to be protected. Only by providing awareness and understanding about consumer protection to the people of Punjab can the dream of consumer protection in Punjab become a reality. This is how the idea of consumer protection can be put into practice and this is how the effective implementation of consumer protection can be achieved.

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