

**JUDGEMENT SHEET**

**IN THE ISLAMABAD HIGH COURT, ISLAMABAD**  
**JUDICIAL DEPARTMENT**

**Cri.Appeal No.30/2011**

Nargis Sultana Chohan Vs Presiding Officer etc

DATE OF HEARING: **20.01.2015**

APPELLANT BY: Miss.Nargis Sultana Chohan, Advocate/Appellant  
in person.

RESPONDENTS BY: Mr.Ahsan Hameed Dogar, Advocate.

**Aamer Farooq, J.-** The Instant appeal is directed against order dated 28.2.2011, passed by the Presiding Officer, District Consumer Court, Islamabad.

2. The brief facts leading to filing of the present appeal are that the appellant applied for electricity connection for her chamber situated in Margallah Block, District Courts, F-8 Markaz, Islamabad. Consequent upon her application a demand notice was issued which was deposited and after which electricity meter was installed at a distance of 30 meters away from her chamber. The appellant requested the relevant XEN on 6.4.2010 for shifting the meter near her chamber, but in vain. The appellant deposited the monthly bill of July, 2009 but no bill was received by her for the month of August whereas in the month of September, 2009, the appellant received bill of Rs.2780/-. The appellant protested and on her application the bill was corrected but again in the months

of October and December, 2009 the situation was same. In January, 2010, the electricity meter of the appellant was disconnected and when she contacted the respondents a demand of Rs.9437/- was made for restoration of electricity meter and connection. The appellant moved a complaint before the authority/Respondent No.1 for redressal of her grievance which was dismissed vide impugned order on the ground that since the appellant is not a consumer within the meaning of Section 2 (3) of the Islamabad Consumer Protection Act of 1995 (The Act), therefore, she cannot agitate the proceedings under the same.

3. The appellant, while appearing in person submitted that the impugned order is not sustainable in as much as the appellant is the consumer of electricity and hence falls within the definition of consumer as defined in the Act. In this regard the appellant placed reliance on case cited as PLD 2010 LHR 95.

4. Learned counsel for respondent Nos.2 to 4 defended the impugned order and submitted that judgment on which reliance is placed by the appellant is not relevant as the same is under the Punjab Consumer Protection Act, 2005. Learned counsel further submitted that the authority/Respondent No.1 had rightly passed the impugned order as the electricity consumers do not have a remedy under the Act but the redressal of their grievance lie before some other forum.

5. The sole issue before this court, in the present appeal, is that whether users of electricity fall within the definition of the consumer, as provided in the Act, and can institute proceedings before the Authority. Under Section 6 of the Act complaints of the consumers lie before the Authority constituted under the Act, which is to decide the same as provided in Sections 8 & 9 respectively. The definition of consumer is provided in Section 2 Sub Section 3 of the Act which is as follows:-

**"Consumer"** means any person who-

- i) *buys goods for a consideration which has been paid or partly paid and partly promised to be paid or under any system of deferred payment or hire purchase and includes any user of such goods but does not include a person who obtains such goods for re-sale or for any commercial purpose; or*
- ii) *hires any goods or services for a consideration which has been paid or promised or partly paid and partly promised or under any system of deferred payment and includes any beneficiary of such services.*

6. The second part of the definition makes it clear that consumer is a person who hires any goods or services

for consideration. The definition of services is provided in Section 2 Sub Section 5 of the Act and reads as under:-

**"Services"** *includes services of any description which is made available to potential users and includes the provision of facilities in connection with banking, financing, insurance, transport, manufacturing, processing, accountancy, supply of electrical, mechanical or any other form of energy, boarding or lodging, entertainment, medicine, education, construction work, amusement, catering, security or purveying a news or other information, and similar other services, but does not include the rendering of any service free of charge or under the contract of personal service".*

7. The bare examination of the definition of services shows that it includes services of any description which are made available to potential users and includes providing of facilities in connection with, inter alia, supply of electrical or any other form of energy. Respondent No.2, is a company which is the supplier of electricity / energy in the electrical form in the area of Islamabad and the appellant being the user of the referred supply falls in the definition of consumer as provided in the Act *ibid*. In the

case cited as 2013 CLD 1133, Lahore High Court while dilating upon the scope of the word services defined in Section 2(K) of the Punjab Consumer Protection Act, 2005 observed that the term services has not been given any restricted sense for the purpose of Punjab Consumer protection Act, 2005 and a generalized definition has been placed and objective clauses have been utilized by the legislature which shows that the definition is not exhaustive. In AIR 1994 S.C 787, while interpreting the provisions of Consumer Protection Act 1986, it was observed by the Supreme Court of India that the provisions of the Act have to be construed in favour of the consumer to achieve the purpose of enactment as the legislation in question is for the benefit of the society. The court further observed that primary duty of the court while considering the provisions of such an enactment is to adopt a constructive approach subject to that it should not be violative of the provisions and is not contrary to the admitted object of the enactment. The judgment referred above makes it clear that while interpreting a legislation which is to benefit the society a positive approach is to be adopted. In the instant case the wordings of the Statute are clear and the purposive approach as such is not required nor there is need to travel beyond the language of the Statute. The bare reading of the provisions of the Act makes it abundantly clear that the consumer of electricity, is a consumer within the meaning of Islamabad Consumer

Protection Act, 1995 and hence can institute proceedings under the same.

8. In view of what has been stated above, the impugned order is set-aside and the case is remanded to Respondent No.1 for decision, on merits.

**(AAMER FAROOQ)**  
**JUDGE**

*Blue slip added*

M.S.ZAKI

*Approved for reporting.*