

Protection of Consumer Rights and Superior Judiciary of Pakistan

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Abstract: *In any society, consumers are the backbone of the business. No business can be imagined without the existence of a consumer. This gives a good idea of the importance of the consumer and his rights. The protection of consumer rights is considered a sign of the superiority of the economic system of any society. The role of the superior judiciary in protecting consumer rights in any economic system cannot be underestimated as its decisions apply not only to the lower courts but to society as a whole. This study examines the role of Pakistan's superior judiciary in protecting consumer rights and concludes that the superior judiciary of Pakistan has always played an important role in protecting the consumer, and only by implementing the decisions of the superior judiciary a better economic system can be created in which the rights of the consumer are fully protected.*

Key Words: Consumer, Protection, Judiciary, Case

Introduction

As per section 6 of the [Islamabad Consumer Protection Act 1995](#), the authority, i.e. the court of sessions, is empowered to hear and remedy consumer complaints. Under section 8A, where it is a matter of making more profit, charging higher prices for goods and services, adulterated and damaged food items, black marketing and hoarding, a special magistrate has the power to hear and redress such complaints. According to section 10, against the order of 'Authority' high court has the power to hear the appeal, whereas, against the order of the special magistrate, the appeal shall lie to the 'Authority' under section 8A.

Under section 12 of [the Balochistan Consumer Protection Act 2003](#), the government will set up consumer courts and appoint judges for each consumer court, or it will authorize the judicial magistrate to exercise the powers of the consumer court. Against the order of such court, an appeal can be filed in the court of sessions or high court as the case may under section 18.

According to section 11A of [the Khyber Pakhtunkhwa Consumer Protection Act 1997](#), the government has the power to set up consumer courts for each district of the province and to appoint district and session judges or additional district and session judges. Under section 17, against the order of consumer court, an appeal may be preferred in the high court.

As per section 26 of Punjab Consumer Protection Act 2005, the government will set up consumer courts in the province and appoint district and session judges or additional district and session judges for them and under section 33; appeal against the decision of the consumer court can be filed in the high court.

Under section 27 of [the Sindh Consumer Protection Act 2014](#), the government will set up consumer courts in each district, and a judicial magistrate will be appointed as the presiding officer for each consumer court. Under section 34, against the order of the consumer court, an appeal can be filed in the high court by the aggrieved person. Let's take a look at the role that Pakistan's superior judiciary has played in protecting consumer rights.

In case [Chairman Indus Motors Co. v. Muhammad Arshad and Others \[2012\]](#), an appeal is filed against the decision of the learned consumer court directing the replacement of XLI Toyota Corolla Car Model 2008 purchased in brand new condition by the respondent (consumer) from the appellant (manufacturer) at a cash price of Rs. 940000. The impugned judgment directs the

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replacement of the vehicle by the manufacturer with a brand new car of the latest 2009 Model. Admittedly, the vehicle purchased by the consumer is found to contain a defect of oil leakage from its transmission system (gearbox), which is corrected at the manufacturer's dealership by the replacement of the housing of the vehicle's gearbox. Learned counsel for the appellant manufacturer has contended that assuming the vehicle supplied to the consumer was defective; the impugned judgment is wrong on the relief it has granted: firstly, because the direction to replace the purchased vehicle is excessive and misconceived in the absence of any evidence on record about oil leakage or defective operation of the vehicle after the change of the vehicle's gearbox housing; secondly, because the respondent consumer has continued to use the purchased vehicle and thereby lost the right of claiming its restitution; thirdly, relief of replacement by a brand new car is oppressive because the 2009 Model of the Corolla XLI has been given an improved body shape and also an advanced technology engine. As a result, the price of the new model has risen dramatically to Rs. 1 300000. Therefore, the relief granted confers an unjust financial advantage/benefit upon the consumer. The court modifies the impugned judgment and decree and orders that the respondent consumer shall return his purchased vehicle to the appellant manufacturer, who shall forthwith refund the full price thereof received from the consumer. In case the respondent consumer does not return the vehicle to the appellant manufacturer within 10 days from the receipt of a certified copy of this order, he shall lose his right of receiving accrued profit on the price paid that is 10% per annum. However, if the appellant manufacturer fails to pay the amount of Rs. 940000 to the respondent consumer within the above mentioned period, then the latter shall be entitled to execute this judgment without incurring a further cost for diminution in value on account of the use of the vehicle.

Respondent No. 2 files a complaint against the petitioner under section 25 of [the Punjab Consumer Protection Act, 2005](#) in consumer court, Lahore objecting that the services performed by the petitioner to respondent No. 2 are deficient and unreliable as the diagnostic centre of the petitioner has issued an untrue medical report recording that the petitioner's Anti HCV is Reactive. Thereafter, respondent No. 2 files an application for appointment of the medical board before the Consumer Court for fair expert opinion on the status of his Anti HCV. The said application is allowed, and this order has been impugned in this petition. The solo plea raised by the petitioner is that the Consumer Court has no jurisdiction to entertain the present matter because of the respondent. No. 2 is not a consumer under the Punjab Consumer Protection Act, 2005. He contends that the petitioner's Diagnostic Centre is a centre licensed by the executive board of the health minister's council for the GCC States and carries out pre-recruitment medical tests for persons desirous of visiting or seeking employment in the GCC States and, therefore, does not offer any independent medical service. The High Court declares that private arrangement between the petitioner and the GCC States does not in any way affect the jurisdiction of the Consumer Court. Respondent No. 2 has availed medical services after paying consideration and is, therefore, a Consumer under the act, and the Consumer Court has the jurisdiction to try the complaint of respondent No. 2. The court also reviews the impugned order on merit and finds the said order to be in compliance with the provisions of the Punjab Consumer Protection Act, 2005. As the single ground moved before this court was regarding jurisdiction, it was held that the Consumer Court had jurisdiction to entertain the present complaint. The present petition, therefore, had no merits and was, therefore, dismissed ([Dr. Shamshad Hussain Syed v. District Consumer Court, Lahore and Another, 2010](#)).

The complaint filed by the respondent against present appellants regarding the purchase of defective tractor was allowed by the learned Presiding Officer, District Consumer Court, Faisalabad and the appellants were directed to pay Rs. 200000 as damages to the respondent. At the very outset of this appeal, learned counsel for the appellants contends that complaint filed by the claimant/present respondent against the appellants is not competent on the touchstone of limitation, as the same was filed beyond the period prescribed for filing a claim and as such, the impugned order passed by the learned trial court was not maintainable, and the same may be set aside. Conversely, learned counsel for the respondent vehemently opposes such contentions of learned counsel for the appellants by maintaining that such plea/objection was not raised by the present appellants before the learned trial court, neither in their written reply nor in evidence and is raised for the first time before this court. However, he candidly admits that section 28(4) of Punjab Consumer Protection Act, 2005 provides a limitation of 30 days for filing a claim but contends that proviso attached to such section does provide an extension of time in such period for filing a claim. As per Para 7 of the complaint, the cause of action is shown to have been accrued in favor of the claimant/present respondent for the first time on 19.10.2010, whereas the complaint/claim was filed before the learned Consumer Court on 24.02.2011, as such, it is established that the present respondent did not file the complaint/claim within 30-days as provided under section 28(4) of Punjab. No doubt, the proviso attached to Section 28(4) of

Punjab Consumer Protection Act, 2005 empowers the Consumer Court to extend the time for filing the claim after 30 days, but it is admitted position that the learned trial court was never moved by the claimant/present respondent for such extension in time for filing the claim. Moreover, the respondent has failed to extend any sufficient cause for not filing the complaint within the specified period. So far as the next contention of learned counsel for the respondent that the point of limitation was never raised by the appellants during the trial and thus, it could not be raised at this appellate stage, is concerned, it would suffice to say in this regard that it is the bounden duty of a Court to adjudge a proceeding placed before it on the touchstone of limitation at the very initial stage. The learned Consumer Court has failed to perform its statutory duty, and the claim placed before it beyond provided limitation was never adjudged at an early stage on the touchstone of section 28(4) of Punjab Consumer Protection Act, 2005. Thus, the learned Consumer Court proceeded with a claim, which was to be buried in its inception being barred by time. The impugned order passed by the learned Consumer Court is not sustainable, and the same is set aside. Resultantly, this appeal was allowed, and the complaint/claim filed by the respondent against the present appellants was dismissed being hit by limitation ([Al-Ghazi Tractor Limited through Manager and 2 Others v. Peer Muhammad Ali, 2019](#)).

In [Zaigham Imtiaz v. Iqbal Ahmed Ansari and another \(2016\)](#), the petitioner prayed for setting aside the interim order passed by the learned District Judge Consumer Court, Lahore, whereby he entertained the complaint of respondent No. 1. Precisely the facts for the disposal of this petition are that respondent No. 1 got installed a solar energy system at his shop under the name and style of "Milli Shoes" situated at Shahrah-e-Quaid-e-Azam, Lahore, from the petitioner, but the same did not work properly whereupon respondent No. 1 contacted the petitioner for its replacement/repair but in vain, therefore, respondent No. 1 served a legal notice upon the petitioner for redressal of his grievance, but the same was not replied. Hence, respondent No. 1 filed a complaint under Sections 7, 8, 13 and 25 of the Punjab Consumer Protection Act, 2005 against the petitioner before the District Judge Consumer Court, Lahore, who vide order dated 11.6.2015 entertained the same. Hence, this writ petition is before the Lahore High Court. It is contended on behalf of the petitioner that the impugned order is against the law and facts of the case; that respondent No. 1 does not fall within the definition of the consumer because he used the solar energy system for a commercial purpose; that the system became out of order due to the negligence and non-observing the precautions; that the complaint is barred by time under section 28(4) of Punjab Consumer Protection Act, 2005; that while passing the impugned order, the learned Presiding Officer has not applied his judicious mind to the facts and circumstances of the case and has erroneously held that respondent No. 1 falls within the definition of consumer, as such, the impugned order is not sustainable in the eye of law and is liable to be set aside. The stance of the petitioner is that as respondent No. 1 used the solar energy system for commercial purpose, therefore, he does not fall within the definition of the consumer, while the stance of respondent No. 1 is that as he is not doing the business of sale and purchase of solar energy system, as such, the use of solar energy system at his business place cannot be termed as commercial purpose. In this case, the court observes that it is very much clear that the words "commercial purpose" would cover an undertaking, the object of which is to make a profit out of the undertakings. In the present case, the petitioner installed the solar energy system after receiving the consideration at the shop of respondent No. 1, where he admittedly does work of selling the shoes, and the purpose of installation of this solar energy system was for providing a better atmosphere to the customer who comes there to buy the shoes etc. As well as for the facilitation of the workers who work there and no benefit by way of profit was accrued to respondent No. 1, improving its balance sheet, in view of the definition of the word commerce, given above, and under no circumstances, respondent No. 1 could be said to be indulging in any commercial activity on a large scale because it is not proved that either he used the said solar energy system for operating the machines, which use in manufacturing the shoes etc., or he supplied the power/ energy to others shops. Hence, according to Section 2(c) (i), respondent No. 1 falls within the definition of consumer and the Presiding Officer of Consumer Court, Lahore, has rightly observed that respondent No. 1 has purchased the solar system from the petitioner for using it at his business premises which is meant for selling of shoes and not for the sale of the solar system. So far as the contention of the learned counsel for the petitioner that the complaint is hopelessly barred by time; and that the solar energy system has become out of order due to its misuse or non-observing the precautions, it is submitted that the said questions can appropriately be dealt with and decided by the learned Presiding Officer, District Consumer Court, Lahore because any verdict on these questions by this court will affect the case of either party at trial. Even otherwise, the order impugned is an interim order, and it is a settled principle of law that writ petition against an interlocutory/interim order is not maintainable. In view of the above, the instant writ petition was dismissed in limine, being devoid of any force.

Through this instant appeal filed under section 17 of [the Khyber Pakhtunkhwa Consumer Protection Act, 1997](#), the appellants challenged the order passed by Consumer Court, Malakand Division at Camp Court Daggar Buner, whereby the complaint filed by the present respondent under section 12 of the *ibid* Act was accepted. A perusal of the contents of the complaint reveals that the present respondent is a consumer of electricity meter bearing No. 362177 of Peshawar Electricity Supply Company [hereinafter called as PESCO] of Sub-Division Daggar, Buner. The said electricity meter is installed at his house for fulfilling his domestic electricity needs. The dispute is alleged to have arisen from the monthly electricity bill of February 2014 wherein the meter reading is shown as 19083 and consumption of 14220 units which forced him to contact the office of present appellants, and in pursuance thereof, one Wilayat Ali Line Man inspected the meter and correctly recorded the said units overleaf the concerned monthly bill and signed the same on 26.02.2014. The said complaint was registered as No. 5740 dated 27.02.2014, and despite his protest to the excessive billing, he deposited the electricity bill, and thereafter several times raised the same objections, but in vain, hence he was constrained to file the subject complaint before the Consumer Court concerned. It is further alleged that without any reason, they declared his meter as defective as the said meter was neither tampered with nor there were any allegations of theft of electricity or dishonest abstraction of energy. Appellant submitted his reply and raised an objection to the jurisdiction of the consumer court and contended that under section 26 of the Electricity Act, Electric Inspector had got jurisdiction to entertain such like matters besides denied the allegations levelled in the complaint. In this appeal, the court observes that as far as the objection to the jurisdiction of consumer court is concerned, there is no doubt in this fact that PESCO is a company performing functions of distribution of electricity for the province of Khyber Pakhtunkhwa, which falls within the definition of Services being a service provider and the respondent is hiring this service for a consideration, thus falls within the definition of consumer under section 2(c)(ii) of Khyber Pakhtunkhwa Consumer Protection Act, 1997. The court also observes that the respondent/complainant had not defaulted in paying any monthly electricity bill at the time of institution of his complaint, but he is disputing the incorrect reading recorded in the monthly electricity bill, which does not commensurate with his actual electricity consumed, the discrepancy is proved from the documentary evidence produced during the trial of this case. Though the consumer court was only bound to determine the subject matter of complaint in a summary manner still it has given the complete opportunity of hearing to both parties to settle the controversy once and for all. The objection to jurisdiction raised by the learned counsel for the appellant has got no force thus rejected, and it is held that consumer court has rightly allowed the complaint by giving sound reasons after considering each and every aspect of the matter in detail, thus calls for no interference by this court. In the light of the above, this appeal, being bereft of any merits, was dismissed with no orders as to cost ([EXN PESCO, Sub-Division-II and Another v. Sher Afzal Khan, 2018](#)).

In [Shifa International Hospitals Ltd., Etc v. Mst. Hajira Bibi, Etc \(2018\)](#), appeal was preferred against the order passed by Additional learned Sessions Judge-VII (West) Islamabad, whereby objection raised by the appellants regarding maintainability of consumer complaint filed by respondent No.1 was dismissed. Brief facts referred in the instant appeal are that respondent No.1 filed a complaint under Consumers Protection Act, 1995 against the appellants before the Court of Additional Sessions Judge/Consumer Court, Islamabad with the allegations that she availed medical services of Shifa International Hospital Limited/appellant No.1 and other medical officers/other appellants for her treatment in the month of November 2012 up till May 2015 vide registration MR No.72-01-6C. Respondent No.1 continuously visited the hospital and consulted various doctors, including appellants No.2 to 5 and all the doctors extorted money but could not diagnose the real disease, and she has been misleading under deceptive misrepresentation, and as a result of the same, she had finally taken different medicines as per their advice and later on when she contacted and consulted the doctor of Kulsum International Hospital Blue Area Islamabad, she has been referred to Leprosy Hospital Rawalpindi, where her disease was detected, and she has been given proper treatment and medical care. Respondent No.1 filed the complaint by claiming doctors' fee, monetary loss, expenditures on visits, mental torture, physical and health loss and family disturbance. The appellants challenged the maintainability of the complaint by raising objection at the initial stage, mainly on the ground that the case of respondent No.2 can only be dealt with by the Disciplinary Committee of PMDC U/S 19 & 30 of Pakistan Registration of Medical and Dental Practitioner Regulation 2008. Learned Consumer Court after hearing learned counsel for the parties dismissed the objection vide impugned order dated 12.09.2017 and proceeded with the complaint. Learned counsel for the appellants has contended that Islamabad Consumer Protection Act 1995 is a general law and PMDC Ordinance 1962 is a special law, which covers the cases of medical negligence as such complaint can only be determined by technical experts; that when there is conflict in two special laws, the law which contains overriding clause shall

prevail and PMDC Ordinance, 1962 contains overriding clause; that section 31(4) of PMDC Ordinance, 1962 provides the concept of Disciplinary Committee, unless said committee gives its findings, no other case can proceed; that learned Consumer Court misapplied the law, and the consumer complaint is not maintainable. Conversely, learned counsel for respondent No.1 has contended that Islamabad Consumer Protection Act 1995 is beneficial legislation dealing with the affairs of consumers, and it provides the concept of summary trial as well as penalties upon the person responsible for infringement, including fine as well as imprisonment, which is not available in PMDC Ordinance, 1962; that PMDC Ordinance, 1962 regulates the affairs of medical practitioners and at the most license of the practitioner can be cancelled, if negligence is proved by the Disciplinary Committee of PMDC, whereas the case of respondent No.1 is based upon the claim of damages, expenditures and cost, which cannot be treated under PMDC Ordinance, 1962. In this case, the court observes that in such a situation where the consumer under The Islamabad Consumers Protection Act, 1995 availed the medical services after paying the consideration falls within the definition of "consumer" as defined in section 2(c) of the act and the "services" provided by the appellants fall within the definition of section 2(e) of the act and in such like circumstances the complaint is maintainable. Even otherwise, The Islamabad Consumers Protection Act, 1995 was enacted to promote and protect the interest of the consumers and was passed to protect society and individuals from exploitation. Therefore, such enactments must be given purposive interpretation, keeping in view the basic intent of the statute and without transgressing its objects and scope. Similarly, while interpreting two special laws, the Courts have to see other factors, including the object, purpose and policy of both the statutes as well as the intention of the legislature in order to determine which of the two special laws will prevail and applicable. The only difference in both special laws, i.e. The Islamabad Consumers Protection Act, 1995 and PMDC Ordinance, 1962 as well as PMDC Regulations, is of compensation, which could only be given under Consumer Law, whereas PMDC Laws are silent to that extent, therefore, in my humble view, Consumer Court shall entertain the complaint of any consumer, it comes to prima facie view that a case of medical negligence of any doctor comes on record, then the matter will be sent to PMDC Authorities for their opinion with a time limitation, whereas PMDC after adopting their own procedure will submit their report to Consumer Court, where after complaint under The Islamabad Consumers Protection Act, 1995 shall be processed for the purpose of compensation. The Islamabad Consumers Protection Act, 1995 is also silent qua the interim or interlocutory orders and appeal under section 10 of the act only provides the application of Criminal Procedure Code, 1898 to the extent of appeal to High Court as referred above; therefore, it can safely be considered that all interim/interlocutory orders are not appealable as the scheme of The Islamabad Consumers Protection Act, 1995 is based upon summary procedure for early determination of consumer complaint and the true intent of the legislature has to be applied in the same manner. While considering the entire concept of appeal in the Criminal Procedure Code, this court is fully convinced that appeal under section 10 of Islamabad Consumers Protection Act, 1995 is only maintainable against the order of the authority, which is final in its nature after the conclusion of the proceedings, especially the procedure under section 8 for disposal of the complaint deals with the examination of complainant and concept of the opportunity of being heard describes the complete mechanism of determination of real issues, whereas prior to the said procedure every order is to be considered interlocutory, which cannot be challenged in appeal; otherwise the very mandate and intention of the legislature would stand frustrated. Even otherwise, Islamabad Consumers Protection Act, 1995 does not provide any revisional powers to the High Court, which could cover such kind of eventuality, and when the legislature has not provided such provision to cover interim orders, then the intent has to be applied in a strict manner. The instant appeal was not maintainable; therefore, the same was dismissed.

In [Nargis Sultana Chohan v. Presiding Officer and Others \[2015\]](#), the appeal is directed against the order passed by the Presiding Officer, District Consumer Court, Islamabad. The brief facts leading to the 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 to her application, a demand notice was issued, which was deposited, and after which an 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 a bill of Rs. 2,780. The appellant protested, and on her application, the bill was corrected, but again, in the months of October and December 2009, the situation was the 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 the restoration of the 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 Consumers Protection Act of 1995, therefore, she cannot agitate the proceedings under the same. The appellant, while appearing in person, submits 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 the consumer as defined in the act. Learned counsel for respondents No. 2 to 4 defends the impugned order and submits that judgment on which reliance is placed by the appellant is not relevant as the same is under the Punjab Consumers Protection Act, 2005. Learned counsel further submits that the authority/respondent No.1 has rightly passed the impugned order as the electricity consumers do not have a remedy under the act, but the redressal of their grievance lies before some other forum. 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. In this case, the court observes that 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, the supply of electrical or any other form of energy. Respondent No.2 is a company that is the supplier of electricity/energy in the electrical form in the area of Islamabad, and the appellant is the user of the referred supply falls in the definition of the consumer as provided in the Act *ibid*. The impugned order was set aside, and the case was remanded to respondent No.1 for a decision on merits.

Brief facts leading to the filing of the instant appeal are that the appellant approached respondent No. 1 for his pathological tests. In the report compiled by respondent No. 1, the appellant was diagnosed as a patient of Celiac Disease. The Physician, on the basis of the referred report, advised the appellant not to eat wheat or any of its by-products. After more than a year, the tests were conducted again from Agha Khan University Hospital, Karachi having its Collection Centre at Kashmir Road, Rawalpindi, on 3-7-2013. The subsequent report, provided by Agha Khan University Hospital Karachi, indicated that the appellant was not suffering from the above-mentioned disease. The appellant felt aggrieved from such a report, therefore, instituted a complaint before the authority, namely respondent No. 2, constituted under Islamabad Consumers Protection Act, 1995, for redressal of his grievance. The complaint was dismissed by respondent No; 2 (The Additional Sessions Judge-IV (West), Islamabad vide order dated 1-11-2013 on the ground that the act of respondent No. 1 does not fall within the purview of unfair trade practice. The appellant has filed the instant appeal assailing the above-referred order of respondent No. 2. Learned counsel for the appellant, inter alia, submitted that the view was taken by the respondent. No. 2 is erroneous inasmuch as the complaint, before it, was competent. It was further submitted that the appellant falls within the definition of the consumer as provided in section 2(3) of the act, and respondent No. 1 provided services to him within the meaning of section 2(5) of the act. The learned counsel for respondent No. 1 defended the impugned order and submitted that the same is in accordance with the law. He further submitted that the act of respondent No. 1 does not fall within the meaning of unfair trade practice as provided in section 2(6) of the act. He further suggested that, on merits, the appellant has no case inasmuch as the subsequent tests were conducted after about more than a year during which time, the appellant had been on medication and, therefore, there is nothing to show that the tests conducted by respondent No. 1 were defective in any manner. In this case, the court observes that respondent. No. 1 is providing services of conducting a pathological test on the basis of which medical treatment ensues. The conduction of referred tests and compilation of reports constitute "services" within the meaning of the act. On this behalf, it is observed that the definition of the word "services" in the act is inclusive and not exhaustive. Moreover, the legislation, under interpretation, is for the benefit of the society and such enactments are to be given purposive interpretation, keeping in regard the basic intent of the statute and without transgressing its object and scope. Since the appellant is a consumer and respondent No. 1 is rendering services, and the consumer obtained the services of respondent No. 1, therefore, a complaint before the authority (respondent No. 2) could be instituted. The court observes that the Additional learned Sessions Judge-VI (West), Islamabad misconstrued the provisions of the act in holding that the complaint was not maintainable before it. The appeal was allowed, and the order dated 1-11-2013 passed by Additional learned Sessions Judge-VI (West), Islamabad was set aside, and the matter was remanded for a decision on merits (Muhammad Farooq Khan v. Excel-Labs, Through Central Executive Officer and Another, 2015).

Conclusion

Consumers are a key factor in any economic set up in the world. Consumers are the pillars on which the building of any economic system stands. In a society where consumer's rights are not protected, the economic system is hollowed out and eventually the building of this economic system completely

collapses. From the above decisions, it is clear that Pakistan's superior judiciary has played a significant role in protecting the rights of consumer in Pakistan. If the superior judiciary continues to ensure the protection of the consumer in the same way, Pakistan's economic system will continue to grow stronger and stronger.

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