THE TALE OF CONSUMER PROTECTION LAWS IN PAKISTAN

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Abstract
Pakistan is a developing country. In this country the Purchasers are the most helpless class of individuals, as a result of absence of fitting comprehension of their rights and lawful cures; and mostly, the difference in the Consumer Protection Laws in vogue in the Federal capital and all the four Provinces i.e. Punjab, Sindh, Baluchistan and Khyber Pakhtoonkhwa. In the blink of an eye, the Islamabad Capital Territory and additionally all the four Provinces has their particular Consumer Protection statutes to be specific the Islamabad Consumer Protection Act 1995, the N.W.F.P Consumer Protection Act 1997, the Baluchistan Consumer Protection Act 2003, Punjab Consumer Protection Act 2005 and the Sindh Consumer Protection Ordinance 2007. This paper will help us to understand the concept of consumer law and what are the main challenges confronted by the courts in the implementation of this law.

抽象的
巴基斯坦是一个发展中国家。在这个国家，购买者是最无助的一类人，因为他们没有正确理解他们的权利和合法的治疗方法；最重要的是，联邦首都和所有四个省（旁遮普省，信德省
INTRODUCTION

In a country like Pakistan where even the basic rights of citizenship are frequently contested before the courts, consumer protection is rather a more problematic and neglected category. As the present review of legislation reveals, the treatment of the consumer in Pakistan varies from complete exclusion to only partial accommodation in the legislative scheme. For example, in most cases there exists no procedure whereby the consumer may be able to lodge a complaint or have the consumers’ point of view represented adequately or at all during tariff or price determinations. Sometimes legislation does not take into consideration the evidential and financial burdens that render proceeding through the court improbable or prohibitive for the ordinary consumer. The consumer is therefore left vulnerable, in a disadvantaged position as against the supplier, who has greater access to information and resources. This compilation seeks to highlight the consumer aspects of legislation and the manner in which consumer rights are treated there in, and to comment from the consumer point of view.

In Pakistan where even the essential privileges of citizenship are oftentimes challenged before the courts, buyer security is fairly a more dangerous and dismissed classification. As the present audit of enactment uncovers, the treatment of the purchaser in Pakistan differs from complete avoidance to just fractional convenience in the administrative plan. For instance, as a rule there exists no strategy where by the customer may have the capacity to cabin a protest or have the customers’ perspective spoke to satisfactorily or at all amid tax or value determinants. In some cases enactment does not look into the evidential and budgetary weights that render continuing through the court impossible or restrictive for the common purchaser. The shopper is subsequently left helpless, in a hindered position as against the supplier, who has more noteworthy access to data and assets. This aggregation looks to highlight the customer parts of enactment and the way in which shopper rights are dealt with in that, and to remark from the purchaser perspective. In the prior enactment there is no proof of any express buyer welfare considering. Case in point, statutes that arrangements with pricing issues are, apparently, concerned with purchaser related issues. Yet, there is no procurement for purchaser investment. This is generally because of the way that at the time the enactment was instituted there was next to no purchaser mindfulness. Therefore, the matter of estimating is managed from the stance of the administration (speaking to the shopper) and the retailer or producer the customer as an autonomous and invested individual is basically prohibited from taking part in the valuing procedure. An illustration of such enactment is the Price Control and Prevention of Profiteering and Hoarding Act, 1977 (the
"PCPPHA"), where in the Federal Government, acting through a Controller-General of Prices and Supplies, might by request 'accommodate controlling the costs, generation, development, transport, supply, circulation, transfer and offer of the crucial product and at the cost to be charged or paid for it at any phase of the exchange in that'. There is no statutory procurement to include the customer in the matter of costs and supplies.”

Government is relying increasingly on the market mechanism for economic management. The underlying perfect competition model assures maximum welfare of consumer, but assumptions of the model do not hold in real world. Consumer is central to economic activity but at the same time is vulnerable to exploitation by producers, misleading information, ignorance of his rights and non-availability of redress mechanism. Markets may be competitive but the consumers may suffer on account of imperfect information, search and transport costs needed to make satisfactory choices. This creates the need for government intervention for protecting the consumer welfare and rights. This paper explains why a consumer protection policy is needed in a situation of ‘competitive’ markets and looks into consumer protection strategies followed in some other countries. The area of consumer protection in Pakistan has remained neglected so far and no meaningful effort has been made in this direction. Realising this gap, the paper chalks out a consumer protection strategy for Pakistan; which goes beyond mere formulation of legislation and also includes consistent efforts towards awareness creation, provision of information/advice, setting of quality standards and redress. In the long run the efforts should continue in the form of research, formation/strengthening of consumer pressure groups and regional cooperation.

1. CONSUMERS RIGHTS IN PAKISTAN

“After the formation of Pakistan, distinctive Acts in vogue amid the season of British India were received in the nation. Then again, succeeding governments in Pakistan were excessively occupied in taking care of some essential issues, for example, setting up a constitution for the youthful nation and settling the recently arrived vagrants from India, that they had little time for the shoppers. Later, military governments assumed control over the reins of forces and shoppers lost all voice through the nonattendance of fairly chose law-making bodies. The outcome was that purchasers and their rights were both ignored and there was complete nonappearance of shopper welfare considering. Indeed, even where a few laws were sanctioned, for example, Price Control and Prevention of Profiteering and Hoarding Act, 1997, they were either not legitimately executed or did exclude the shopper as a free and invested individual (Ansari and Hafeez, 2000). This authentic legacy of disregarding the buyers has prompted a circumstance where they have been totally barred or just mostly obliged in the administrative plan. There are no satisfactory techniques for purchasers to get change. The state and officials have neglected to give pay and harms as statutory cures (Ansari and Hafeez, 2000). Therefore, the purchasers are dependably in a disadvantageous position as contrasted and producers or suppliers (Khan and Hafeez, 1999). This lamentable circumstance has emerged regardless of the way that Article 18(b) of the 1973 Constitution orders that it is the obligation of the state to direct exchange, business or industry in light of a legitimate
concern with the expectation of complimentary rivalry. Be that as it may, before the foundation of Competition Commission in 2007, Monopoly Control Authority (MCA), that planned to check monopolistic conduct and manage nonsensically prohibitive exchange practices, had no lawful power to punish the guilty parties. This is clear from the instance of concrete makers in February, 1999 when, subsequent to discovering attractive proof that there was plot and cartelization in the bond business to raise costs, it could just encourage them to satisfy their "ethical commitment" and store the abundance sum charged from buyers (referred to in Ansari and Hafeez, 2000). Essentially, however article 212(1) (b) of the constitution accommodates the foundation of extraordinary tribunals to mediate tort cases, it keeps on remaining a dismissed range in Pakistan.”

Consumer protection Law in Pakistan and the confronted Challenges:

The Punjab Consumer Protection Act 2005

“The Punjab Consumer Protection Act 2005 is the Act which stretches out more than 39 areas and can be divided into 9 segments. The preparatory part is early on including title, definition and so forth the second piece of the Act comprised upon area 4 to 11 identified with a central issue of inadequate items and the risk emerging from these. The deformity could be in configuration, development, and piece, absence of caution or non-adjustment to express guarantee. The said risk would principally rest with the producer. Area 9 is exceptionally intriguing as it detracts the risk from the ambit of tenet of strict obligation. On the off chance that the maker did not and couldn't know of the imperfection he would not be at risk. Area 10 means the governing body's inclination for exchanged harms as against sold or model harms to be allowed under the Act. Segment 11 exacts an obligation of revelation on the producer and subsequently qualifies the principle of Caveat Emptor. Area 13 makes an expansion of the obligation guideline to administrations other than items. The procurements are practically equivalent to procurements identifying with items including obligation of divulgence on the administration supplier. Area 14 of the Act relates to the essential standard of an administration which would be the standard. Segment 15 confines the measure of harms chiefly to an arrival of the thought or part thereof. Under segment 16, there is an obligation of divulgence on the administration supplier of any significant capacities or capabilities on the off chance that they influence the agreement. Area 17 is essential in light of the fact that it forbids the incorporation of a revelation or an absolution statement that would leave the shopper without suitable cure. (Kayani. 2008) Part IV of the Act is particularly tended to the maker. They should unmistakably show costs; issue a fitting and an extensive receipt to the buyer and receive and unveil an arrival and discount approach. (Shabbir. 2012)Part V of the Act manages uncalled for practices. Section 21 disallows misdirecting and tricky representation as to the nature or history of a specific item. Same applies to procurement of administrations. (Shabbir. 2012) Part V puts a forbiddance on snare ad into the agreement. Part VI has two fundamental segments whereby area 23 lists the force of the Authority while section 23-A identifies the forces of Government. It must be noticed that the Authority here stands for Consumer Protection Authority and is not the same as either the
shopper board or the court. While the Authority has forces to demand fine itself, it might likewise record a case in the eyes of the shopper court. The Government may issue proper headings to the Authority. (Kayani. 2008) Part VII of the Act sets up Provincial Consumer Protection Council. Auxiliary committees may be set up at region level as well. The prime capacity of the board would be to gather information and might have individuals frame or make contact with other pertinent associations like relationship of exchange, industry and administrations. (Kayani. 2008) VIII piece of the Act builds up the buyer courts. There is a checked change from the Islamabad Act as a free court is built up. At first the Act built up a customer court in every locale except a later change diminished the number. (Shahzad, 2012) These courts are to be directed by an area or an extra locale judge. A fifteen days legitimate notification is an essential to founding procedures. A limit time of thirty days has additionally been endorsed from activity to foundation of case. Segment 30 points of interest the methodology to be received by the court. The shopper court has been given the same powers as are vested in common court under the Code of Civil Procedure 1908. Moreover it is expressed that procedures under the watchful eye of the court might be considered procedures inside of the significance of areas 193 and 228 of Pakistan Penal Code 1860 and also area 195 and part XXXV of the Code of Criminal Procedure, 1898. Under area 30 a most extreme time of six months has been requested for the choice of the case in the purchaser court. Segment 31 permits the court the ability to issue orders for correction of item, substitution thereof or to honour harms or remuneration to the abused party. Segment 32 recommends punishments against the defaulting producer which may stretch out to two years detention or with fine of up to one hundred thousand rupees or both. There may further be extra harms or remuneration dictated by the court. An offer from the Consumer Court should lie to the High Court with a restriction time of 30 days.

**Baluchistan Consumers Protection Act, 2003**

“Baluchistan Consumers Protection Act, 2003 was instituted to accommodate advancement and security of the enthusiasm of shoppers. It comprises upon 4 sections which are described in 25 areas. The 1st Part is a preparatory section which tosses light on short title, degree, initiation and utilization of this Act. This Act applies to all products and administrations. Here Authority implies the District Coordination Officer of the District concerned and complainant means a buyer or a deliberate customers affiliation or Government concerned Council. Under the procurements of this Act, Consumer is a man who purchases products for a thought which has been paid or guaranteed or mostly paid and incompletely guaranteed yet does exclude a man who gets such useful for resale or for any business reason. Here Goods implies merchandise as characterized in the Sale of Goods Act, 1930. The producer incorporates a man who makes or fabricates any merchandise or parts or collects parts thereof. Administrations incorporate administrations of any depiction which are made accessible to potential clients and incorporate the procurement of offices yet do exclude the rendering of any administration for nothing out of pocket or under the agreement of individual administrations. (Shahzad, 2012) Under section 4, it is commitment of each maker to distribute or stamp on every parcel or holder the most extreme retail value, the nature, standard or sort and different determinations of
the products, in that, the measure, size or volume and date of production and expiry, the name and location of the producer. Under area 5 of the BCPA, Prices to be shown at business put obviously and receipts to be issued to the buyer under section 6. Section 7 disallows to false or deluding ad, or deception. (Hammad, 2008) 2nd Part of BCPA gives subtle elements on development of temporary and region shopper insurance board to devise strategies for shielding the shoppers from uncalled for exchange rehearses. (Kayani. 2008) This Council should comprise of a Chairman and such different individuals as Government may, by warning in the official Gazette, indicate. Area 10 gives protests and elements of the Council. The Council might be in charge of plan of approaches for the advancement and assurance of the privileges of shoppers, reasonable and legitimate exchange rehearses by the makers, makers and suppliers of products and administrations in connection to enthusiasm of purchasers and their viable usage. Government may appoint the forces of power under section 11 to such officers and staff as it may esteem important to help the Council in the execution of its obligations and capacities, and may manage their obligations. Segment 12 of BCPA is vital and it focuses upon the foundation of Consumer Courts to practice purview under this Act thusly put as it may consider fundamental and select a Judge for each of such Court or present upon a Court of legal Magistrate to practice the force of the Court under this Act, in conference with the High Court of Baluchistan.

Islamabad Consumer Protection Act of 1995

"Islamabad Consumer Protection Act of 1995 is a short aggregation which incorporates 12 areas. ICPA 1995 accommodates the advancement and assurance of buyer hobbies, and the foundation of purchaser gatherings. Its locale is Islamabad Capital Territory. The shopper is characterized in area 2(c), as any individual who purchases products or contracts any merchandise or administrations for a thought howsoever and particularly rejects the buy of merchandise for re-deal or business purposes. It likewise incorporates any recipient of the administrations. "Administrations" are characterized in area 2(e). Under area 5, it is obligation of the Consumer Protection Council to focus, advance and ensure the privileges of shoppers, the detailing and execution of strategies thereto, and coordination between the Council, makers, makers, suppliers and purchasers, entomb alia, in the assurance against showcasing of products which are perilous to life and property and the procurement of data about the quality, amount, strength, virtue, standard and cost of merchandise and administrations and access to a mixed bag of products at aggressive costs and review against out of line exchange practices of deceitful misuse of customers. (Shabbir. 2012) Offenses are portrayed as unjustifiable exchange rehearse which, with the end goal of offer, utilize or supply of any products or for procurement of any administration or for their advancement, incorporates one or a greater amount of the practices which bring about misfortune or damage through accumulating, dark promoting, contaminated, offering of lapsed medications, sustenance things and wares unfit for human utilization. (Asma. 2009) False Advertising under Section 7(1) is another offense which characterizes as creating misfortune to a shopper, monetarily or something else, by making notices which are not approved by law for the deal or employing of merchandise or administrations or any property, mobile or steadfast, or to request
stores for reimbursement at higher rates of benefits or hobby.

**North West Frontier Province Consumer Protection Act, 1997**

"North West Frontier Province Consumer Protection Act, 1997 is an enactment which has been gone to accommodate reasonable business practices, advancement and security of customer hobbies and expedient change of purchaser protests. (Mughal, 2010) Its ward is Whole of North West Frontier (now Khyber Pakhtunkhawa) Province. The purchaser is characterized in area 2(c), as any individual who purchases products or contracts any merchandise or administrations for a thought howsoever and particularly bars the buy of merchandise for resale or business purposes. It likewise incorporates any recipient of the administrations. (Yasin. & Banuri. 2005) Goods and Services are characterized in segment 2(g) and (n) individually. Customers Protection Council will be set up under segment 10. It is obligation of the Council to focus, advance and secure the privileges of buyers, the detailing and usage of approaches, and coordination between the Council, makers, makers, suppliers and customers. Under Section 2(f) unjustifiable exchange hone which, bring about misfortune or harm to buyers through accumulating, dark showcasing, debasement, offering of terminated medications, nourishment things and items unfit for human utilization, may be fall in the ambit of customer offense. Complainant has been characterized under area 2(b), which may be a purchaser, a perceived buyer affiliation, or the Government, concerned Council, city improvement power or neighbourhood body or a man approved by the previously stated bodies. (Abid. 2011) This Act is by all accounts an elaboration of the Islamabad Consumer Protection Act 1995, with expansion that the procedure is semi legal, starting with the District Magistrate instead of in the Courts. Though under the Islamabad Act the matter is managed by the Court of Session, in the NWFP the offer lies with the Court of Session. (Shabbir. 2012) Time points of confinement stipulated under segment 13 serve to muddle the lawful procedure, whereby the normal buyer put under unnecessary hardship. In addition, the beginning time point of confinement of inside of ten days of offer, conveyance or rendering of administration is unreasonable and cruel. It viably works for the supplier. (Khan. 2004) Furthermore, the weight of expenses against the purchaser for the testing or examining charged imperfect products would again serve to hinder the common customer from looking for a cure under the law.

**Conclusion:**

In no time, the Islamabad Capital Territory and additionally all the four Provinces has their individual Consumer Protection statutes in particular the Islamabad Consumer Protection Act 1995, the N.W.F.P Consumer Protection Act 1997, the Baluchistan Consumer Protection Act 2003, Punjab Consumer Protection Act 2005 and the Sindh Consumer Protection Ordinance 2007, There is no homogeneous buyer assurance order for the redressal of purchaser's grievances as all the five statutes put the first and re-appraising purviews in diverse legal and official powers, In Islamabad customer security act the shopper must present the grumbling with the Court of Session, and in the event that Infringement of any buyer secured directly under segment 5:Imprisonment which may remain to two years, and/or Fine which may reach out to
forty thousand rupees, or both. Encroachment of any purchaser secured directly under area 7: Imprisonment which may remain to two years, and/or Fine which may stretch out to thirty thousand rupees, or both

Secondly in Khyber pukhtoon khwa any complainant can file a complaint with the District Magistrate, within the limit whose jurisdiction the opposite party or parties reside, carries on Business or works for gain, or where the District Magistrate permits or the opposite parties actually acquiesce to the jurisdiction and cause of action wholly or partly arises. Infringement of any consumer protected right under section 11 may be punished with Imprisonment which may extend to two years, and/or Fine which may extend to fifty thousand rupees. Infringement of any consumer protected under section 7: may be punished with Imprisonment which may extend to two years, and/or Fine which may extend to twenty-five thousand rupees.

Thirdly, under Punjab consumer protection act Any person may file a complaint for violation of the provisions of sections 11, 16, 18 and 19 before the Authority who, on being satisfied that such is the case, fine the violator that may extend to fifty thousand rupees and which may be recovered as arrears of land revenue provide the defective or faulty service until it achieves the required standard and in case Where a manufacturer fails to perform or in any way infringes the liabilities provided in sections 4 to 8, 11, 13, 14, 16, 18 to 22, he shall be punished with imprisonment which may extend to two years or with fine which may extend to hundred thousand rupees or with both in addition to damages or compensation as may be determined by the court

Fourthly, under Baluchistan consumer protection act any person may file a complaint for violation before the authority i.e district coordination officer of the district concern and in case of Infringement of any consumer protected right under section 11 may be punished with Imprisonment which may extend to two years, and/or Fine which may extend to fifty thousand rupees. Infringement of any consumer protected under section 7: may be punished with Imprisonment which may extend to two years, and/or Fine which may extend to twenty-five thousand rupees.”

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