



Consumer Protection Laws In Pakistan: Implication For Government Service Providers

Mehak Rashid, LLM Scholar Department of Law Abdul Wali khan University Mardan

Abdus Samad Khan, Assistant professor Department of Law Abdul Wali khan University Mardan.

Nuaman Gul, Assistant professor Nawab Allah Nawaz Khan Law College Gomal University Dera Ismail Khan.

Hina Alauddin, Lecturer Law College University of Peshawar.

Riaz Ahmad Khan, Research Assistant Legal Department of Law Abdul Wali khan University Mardan.

Abstract

Consumers are Pakistan's most vulnerable population, partly due to a lack of awareness of their legal rights and remedies, and partly due to inconsistencies in the Consumer Protection Laws in effect in the Federal Capital and all four provinces, namely Punjab, Sindh, Baluchistan, and Khyber Pakhtoonkwa. Fair trade competition, the free flow of accurate information in the marketplace, the sale of standardized commodities, goods, and edibles, and comprehensive provisions for consumer courts to ensure that justice is delivered quickly and fairly are all goals of consumer protection laws in any developed country. In the Islamabad Capital Territory and all four provinces, the Islamabad Consumer Protection Act 1995, the N.W.F.P Consumer Protection Act 1997, the Balochistan Consumer Protection Act 2003, the Punjab Consumer Protection Act 2005, and the Sindh Consumer Protection Ordinance 2007 are currently in effect. There is no unified consumer protection hierarchy for the settlement of consumer disputes because all five laws place the original and appellate jurisdictions in separate judicial and executive agencies. The goal of this study is to look into the role of criminal law in defending consumer rights, as well as the applicability of consumer laws to government service providers in Pakistan and the ramifications of a government employee being convicted under consumer protection legislation.

Introduction

Consumers play a significant role in economic societies, and preserving their rights is critical for economic progress. A consumer is just a member of society who purchases goods to suit their wants. It has also been characterized in a variety of ways. A consumer is described as "a natural person who purchases products or services for personal, family, or household consumption, without the goal of resale" (Garner, 2004). People who subscribe to or use services from private or public businesses are referred to as consumers (Oughton, 1991). According to the Greek Consumer Protection Law, a consumer is any legal entity or natural person who utilizes a service or product for personal purposes. Buying things for a consideration that has been paid or promised, or partly paid and partly promised, or under any deferred payment scheme, including hire purchase and leasing, and includes any user of such goods, but excludes anybody who obtains such goods for resale or any other reason (Ansari, 2013). The Punjab Consumer Protection Act of 2005 defines a consumer as "any person or entity who buys or acquires on lease any product for a consideration, including any user of such goods, but excluding any person who obtains such product for resale or any commercial purpose" (Karsai, 2012).

The consumer is a member of the economic circle who is uninformed and uncomfortably aware. The customer was safeguarded against providers of products and services. The consumer's position improved with time. Consumer protection laws have been implemented by states, and violators of consumer rights are subject to civil remedies. The United Nations established the "right to choose, safety, service, right to be heard, right to redress or remedy, right to be informed, environmental health, and consumer education" in 1985. (UNO, 2003, UN Consumer Protection Guidelines) A United Nations resolution providing consumers eight basic rights was passed in order to protect them from unfair corporate practices that take advantage of their lack of awareness and understanding (Campbell, 2000). Sellers who take unfair advantage of a consumer's lack of knowledge or bargaining power are held accountable under consumer regulations. The law has two sides in regulated marketplaces. Consumers in developed countries desire to be protected. They created a slew of rules to safeguard consumers from unfair corporate practices, in accordance with UN recommendations.

Consumers are the most vulnerable demographic in Pakistan. Their defencelessness originates from a lack of understanding about their rights and remedies, as well as disparities in consumer protection regulations across provinces and the federal government (Iffii, 2013). The Islamabad Consumer Protection Act was passed in 1995, followed by the Khyber Pakhtoonkha Consumer Protection Act in 1997, the Baluchistan Consumer Protection Act in 2003, and the Punjab Consumer Protection Act in 2005. Under the aforementioned rules, unfair trade practices, deception, and false advertising are all serious offenses.

Research Objectives

- i. To examine the role of criminal law in protecting consumer rights,

- ii. To analyse the applicability of consumer laws on government service providers in Pakistan,
- iii. To analyse the effects of conviction of a government servant under consumer protection laws.

Literature Review

Concept of Consumerism and Consumer Protection

Consumer

Consumers are individuals who purchase services and goods for personal use and not for resale or commercial purposes. As a result, almost everyone in society is a consumer, as we all buy and consume goods based on our needs and purchasing power. A consumer must act in his personal capacity, whereas a supplier must act in the course of business or trade (Cartwright, 2004). In other words, anyone who buys goods or services from retailers, wholesalers, or manufacturers is a consumer (FindLaw, 2016).

According to an Islamabad high court ruling in a consumer appeal, the term "consumer" is currently undefined in legal terms. Dr. Sothi Rachagan has proposed a model law to protect consumers. The author defined a consumer as someone who buys or uses services or goods normally bought or hired for personal or domestic use, but who does not buy or use them for resale or for manufacturing, production, treating, or repairing other goods or fixtures in trade (Judgement Sheet, 2016).

Green consumer

A green consumer is "someone who wants to buy items that are made or produced in accordance with environmental standards". According to Tara McBride Mintz, until the Roper Organization's Green Gauge research was published in 1993, people were more educated about the environment and began purchasing based on their rising green awareness. According to her (2009, 458), eco-friendly products were launched.

Consumer rights

Consumer rights are fundamental human rights. Consumers were unprotected until 1900. "We are all consumers," John F. Kennedy said. The majority of economic acts, both public and private, have an impact on this enormous population. The voice of women is conspicuously absent from public debate (Corradi, 2015).

The United Nations approved a resolution in April 1985 asking member states to undertake new consumer protection measures. These codifications were critical for expanding markets because they protected buyers against dangerous items, dishonesty, fraud, and abuse. On July 26, 1999, the Sustainable Consumption and Production component was added. It includes the following eight consumer rights:

- The right to be informed
- The right to the satisfaction of basic needs
- The right to redress or remedy

- The right to choose
- The right to safety
- The right to consumer education
- The right to healthy environment
- The right to be heard

The right to the satisfaction of basic needs

Basic needs are necessities for life. Access to fundamental services and goods like as food, shelter, sanitation and water is guaranteed by the Consumer Rights Act. In the market and commerce, a consumer has the right to expect ease of use, respect, promptness, and quality in a product (Khan, 2014).

The right to safety

Consumers have the right to be safeguarded from unsafe goods, services, and industrial methods. The establishment of this right is designed to protect vulnerable consumers from product damages, provided that the goods are utilized as directed. Conformity Assessment Bodies are responsible for testing and certifying items in accordance with national and international standards (CAB). The CAB certifies service providers, businesses, and manufacturers for adopting an international or national standard, such as ISO-9000 Quality Management System (QMS) and ISO-14000 Environmental Management System (EMS) (Council, 2016).

The right to be informed

This is a vital right. Businesses and manufacturers must give complete and accurate product information under this right. This right protects consumers from misleading and deceptive information in advertising, packaging, labelling, and finance (Boundless, 2016). Article 19-A of the Pakistani Constitution protects the right to information.

“Every citizen has the right to acquire information on all subjects of public concern, subject to reasonable legal restrictions.”

The right to choose

The consumers can choose from a variety of goods and services at affordable costs (Consumer Rights, 2015). Competition is key to managing markets and avoiding monopolies. Consumers must be able to choose from a variety of services and products at reasonable prices. It says that buyers should be able to choose a product based on quality or price.

The right to be heard

The Indian Consumer Protection Act 1986 defines this right as “the right to be heard and to be guaranteed that consumer concerns will be properly considered” (Consumer Rights, 2015). This right's principal goal is to address consumer complaints. Thus governments must protect consumer rights by considering them in the formulation of plans and in suitable venues. The state must also assure prompt justice for all claims and complaints, since “justice delayed is justice denied”. Consumers have the right to self-protest when there are difficulties, and authorities must respond positively.

The right to redress or remedy

To seek redress or justice against unfair trade practices, restricted trade practices, or unethical consumer exploitation is defined under the Indian Consumer Protection Act 1986. It also means that consumers must be compensated for substandard services, inferior goods, or misinformation (International, 2016). The UN consumer protection guidelines recognized the right to express dissatisfaction. To show consumer sovereignty and protect rights, consumers must file lawsuits or grievances with the Authority or in Consumer Courts. According to the Provincial Consumer Protection Council, the Rawalpindi Consumer Court heard around 500 complaints in 2012 (Ahmed, 2013). According to monthly court records, the Lahore Consumer Court received 3596 cases between 2007 and 2013. (Ansari, 2013).

The right to consumer education

This right is essential for making informed choices. The right to consumer education was intended to educate and inform consumers. Consumers must be educated on their legal rights and duties. They must also know how to use them to secure the enjoyment and protection of their rights. Consumers will be able to grasp their basic rights and make better decisions about goods and services if they are informed. Consumers, especially in rural areas, are unaware of the products and services available in local markets.

The right to healthy environment

This right entitles consumers to work and live in a safe environment that is neither harmful nor frightening. Living in a healthy environment is a fundamental consumer right that protects current and future generations. Consumers must be protected from the effects of harmful environments caused by regular market operations.

Importance of Law in Consumer Protection

Role of civil/ contract law

The economic structure of a civilization is dependent on customers and corporations. Firms and customers compete on an equal footing. Customers' rights are protected under contract law. This legislation establishes a structure for the market. Contracts

enable people to form and enforce agreements. Business is governed by contract law. Under consumer contracts, both parties have rights and obligations. Nobody can back out. The law shields them from liability. Affected parties may sue the other party for damages, and claims may be combined into class actions (Khan, 2014). Not if neither the law nor the contract could bind both. Whether or not the contract was fair, only one party would have followed the rules. The wounded party is not permitted to impose. No court has the authority to punish the wrongdoer as well (Ben-Shahar, 2010). Other contracts benefit corporations or service providers. To enforce a contract, a lawsuit or other legally permitted self-help actions may be undertaken. They are not able to be sued or compelled to sign contracts (Khan, 2014). The right to collect the entire payment from travellers is null and void. The plane could arrive or depart early. Travellers may be dropped off at an unknown location. A dis-satisfied customer may seek restitution in tort or administrative court. The lack of contractual remedies does not enrage consumers. They have legal rights that are not guaranteed by contracts. So everything isn't completely out of whack.

Role of Criminal Law

Criminal law seeks to punish offenders whereas civil law seeks to resolve disputes. It protects and enforces rights. It preserves societal standards. It promotes morality and good manners. The state can impose social order. Criminal behaviour affects society as a whole, not just two parties or individuals (Devon county council, 2017). Neither does the law. Other social control tactics pass. Criminalization causes stigma. (Cartwright) The law protects the criminal.

Peter Cartwright argues free markets and fair competition must be regulated. True, an authoritarian regime requires a strong legal foundation (Cartwright, 2004). However, it can't enforce contracts or protect property rights or prevent involuntary/unintentional transactions, anti-competitive behaviour, or monopoly (Cartwright, 2004). In 2007, a cosmetics company defrauded Israelis. Her high-end cosmetics irritated her skin. That ended the deal. It wouldn't quit. Out of spite, the company refused to refund orders (Navon, 2007).

To promote free and fair markets, executives who violate consumer protection laws should be punished. Israel vs. Prime trade Ltd, criminal appeal 2078/07, prime trading disguised as government personnel No TV signal after installing the satellite dish. But they were rejected. (2) Consumer fraud directors. A judge fined them each \$20,000 (Navon, 2007).

Other Related Consumer Protection Laws

The following are other laws that help protect the rights and interests of consumer;

- Health Laws
 - “Pharmacy Act, 1967”
 - “The Drugs Act, 1976”

- “The Drugs (Labeling and Packaging) Rule 1986”
- Food laws:
 - “The Pure Food Ordinance 1960”
 - “Pakistan Hotels and Restaurant Act 1976”
 - “Pakistan Standards and Quality Control Authority Act, 1996”
 - “The Cantonment Pure Food Act 1966”
- “Pakistan Penal Code,1906”
- “Contract Act, 1872”
- “The Sale of Goods Act”

To ensure maintenance of standards and quality of food being sold out at eateries, there are five laws being utilised in Punjab; such as

- “The Punjab animal slaughter Act 1963”,
- “The Pakistan Penal Code (sections 269-290)”
- “The price control and profiteering and hoarding Ordinance”
- “Food adulteration and spurious Drugs Act’, and
- “The pure Food Ordinance, 1960” (DAWN, 2015).

Research Methodology

The qualitative research methodology was used for this investigation. There will be a thorough examination of all relevant books and laws as well as publications, research papers, reports and journals. The information for this study will be gathered from the various consumer protection laws in Pakistan, including "The Islamabad Consumer Protection Act, 1995," "The NWFP Consumer Protection Act, 1997," "The Baluchistan Consumer Protection Act, 2003," "The Punjab Consumer Protection Act 2005," and judgments of the Supreme Court of Pakistan, as well as from journals, articles, books, and websites that are relevant to the subject matter of this study. Primary sources will be obtained through interviews with judges, lawyers, and specialists in the subject.

Analyses

Analyses of Available consumer Laws

Provinces protect consumers in Pakistan. For the first time in Pakistani history, the Pakistani parliament considered consumer protection in 1995. (Ansari, 2013). Consumer protection laws were passed in the NWFP, Balochistan, Punjab, and Sindh in 1997. But the Sindh Assembly didn't change the law. These laws have some similarities and peculiarities, but their fundamental goal is to protect consumer rights in Pakistan. SECTION 4: Responsibilities of manufacturers section 5: responsibilities of manufacturers Gupta (AIR 1994 SUPREME COURT 787 (National commission New Delhi)), the Consumer Protection Act safeguards consumers' financial interests. These three Consumer Protection Acts include:

Energy Sector

In Section 2(n) of the KPK Consumer Protection Act, electricity supply is defined as a service. It was protected under section 2(j) of the Punjab Consumer Protection Act, rather than a separate provision for energy supplies similarly, Balochistan(section-2 (h)). While the Islamabad Capital Territory consumer legislation is silent on energy, the consumer court has heard energy-related issues.

Obligations of the manufacturers and service providers

The manufacturers are required to publish the price, size/weight, date of manufacturing, date of expiry, standard and nature of the goods, the address of the manufacturer or importer on the pack or otherwise show the requirements in the shop where the goods are sold. Section 2(6) of the "Islamabad Consumers Protection Act" defines unfair commercial practices as the fraudulent representation or dissemination of information during a business transaction or sale.

Sections 11 (products) and 16 (services) of the Punjab Consumer Protection Act, and 7A (1) and 7A(2) of the KPK Consumer Protection Act, require manufacturers and service providers to disclose product quality, ingredients, components, and other details, if such disclosure is material to the consumer's decision. Section 4 of the Balochistan Consumer Act requires manufacturers to reveal all product facts on every packet or container.

In AIR 1994 SUPREME Court 787 (National Commission New Delhi), the court has in its judgment said that,

"Common to commodities and services is that they are sold at a price that covers costs and generates profit or money for the seller or supplier. In some cases, a flaw in one must be eliminated and corrected otherwise. For example, the former (defect) may usually be rectified or replaced whereas the latter (deficiency) may demand compensation in the form of value or damages for loss".

The receipt must show the date, nature, amount, price, and identify the sale product as well as the seller's name and address. However, the "Islamabad Consumer Protection Act" remains mute. In case number 03/2007, a complaint was filed against M/S Nestle Pakistan Ltd. for not putting the price on the packet of "Maggie-2 minute Noodles". As a result, the shop charged 17 Rs instead of 13 Rs. For the interest of consumers, the court ordered the respondent to print the price on the product's package. A complaint was filed against D.G cement company Ltd. Dera Ghazi Khan for not posting the price, production date, and expiry date of the product on the cement bag. The learned council

decided that because cement has a shelf life that expires if not utilized, it is in the consumer's interest and protection if the maker states the date of manufacture and expiry on each bag of cement.

Prohibited Activities

False trade description is illegal under Pakistan's three consumer protection laws. False trade description signifies that the goods' descriptions aren't truthful in terms of materials, including any alteration. Section 21 of the Punjab Consumer Protection Act 2005 prohibits false, deceptive and misrepresentative representations about the product's Q The same law bans misrepresentation and false statements of a person's competence, qualification, or experience. Section 7(c) of the KPK Consumer Protection Act prohibits unfair trade practices. Unfair trade is defined in Section 2(O) of the Act, and the Council is required to give remedies to consumers under Section 10(d). Section 2(6) of the Islamabad Consumer Protection Act defines unfair trade practices and enables the Council to provide consumer remedies. All of the following laws prohibit bait and deceptive advertising: Punjab Consumer Protection Act, KPK Consumer Protection Act, Islamabad Consumer Protection Act, & Balochistan Consumer Protection Act.

Case law

Case determined on 18/11/12 by Ijaz Ali District and Session judge and presiding officer of District Consumer Court Lahore. Out of the total consideration of Rs. 9000, the respondent received Rs. 7000 in advance. The petitioner claims the respondent employed expired and defective materials, resulting in unbalanced shuttering and inadequate concrete filling in the roof. The respondent was found responsible and directed to reimburse the petitioner Rs. 7000 plus Rs. 10,000 in damages.

Addition to other laws

According to Section 3 of the KPK, Balochistan, and Punjab Consumer Protection Acts, these Acts do not supersede any other consumer protection laws now in existence and will continue to apply. The Islamabad Consumer Protection Act is silent on this.

Administration

These Acts authorize their respective governments to establish Consumer Protection Councils in their provinces and, if desired, in each district, to collect required information and remove hazardous goods and defective services from commerce. These Councils are supposed to meet within two months after the last meeting, with the chairman determining the time. All pty cases will be discussed by the council. The council may also impose penalties under Punjab Consumer Protection Act section 32(1). Consumer protection councils in KPK work with the Municipal Committee and the police to safeguard and promote consumer rights. In addition, the council must

collaborate with the government. In Balochistan, a quorum of two-thirds of the members is required. Policy is implemented by the police and other government organizations. These district consumer protection councils are required to report to the “Provincial Consumer Protection Council” in Punjab. The Islamabad Consumer Protection Council has twelve members and a quorum of four.

Consumer Courts

Other cases are handled in consumer courts. Each province has set up Consumer Courts to hear consumer law complaints. Under Section 11A of the KPK Consumer Protection Act, district or sessions judges chair over consumer tribunals. KPK has 10 district consumer courts, six of which are active. A director's decision can be appealed to the Sessions Court in 15 days (section 17). (1). The High Court has 30 days to appeal a Magistrate's order. A consumer court can be set up in Balochistan for any reason. Court tasks are performed by a judge or a judicial magistrate, and an appeal to the Court of Sessions or the High Court is allowed within 30 days. The Islamabad Consumer Protection Act 1995 authorizes the Sessions Court to examine complaints. The Federal Government and the Capital Territory must support the Court in its functions. A High Court appeal is possible. Punjab has eleven District Consumer Courts, nine divisional and two districts. An additional district judge leads it (section 26 of the Punjab Consumers Protection Act 2005). After the Consumer Court order, the consumer can appeal to the Lahore High Court. Pre-trial and quasi-judicial settlements with the DCO are included.

Jurisdiction and Limitation

For complaints where the defendant or opposing party (or opposing parties if more than one) freely lives or works or where the cause of action arises in whole or in part (section 27 of the Punjab Provincial Consumer Protection Council Act, 2005). The Balochistan Consumers Protection Act, 2003, section 13 applies the same rule. ICT Consumer Protection Act 1995 does not address jurisdiction. Affected parties (consumers) have ten (10) days to file a complaint with the Authority. In circumstances of manufacturer or service provider warranty or guarantee expiration, the competent court may award an extension of up to sixty (60) days. According to Section 28(4) of the Punjab Consumer Protection Act 2005, a claim must be lodged within thirty days of purchase. The authorities or Competent Court may grant a one-year extension if a genuine reason for the late submission is found. Unlike in KPK, warranty or guarantee extensions are limited to sixty days. Not in the Islamabad Capital Territory Consumer Protection Act 1995.

Procedure for disposal of complaints

It is possible to summon a defendant or witness to testify. Courts may evaluate evidence or affidavits from commissions. KPK Consumer Protection Act 14 covers complaints and

claims. The reply has 30 days to react. 30 days renewable. In product-related cases, the court instructs the complainant to send a sealed sample to a laboratory for testing or analysis. So long as the claimant pays the test/analysis fee (d). Section 14 allows either party to file a written complaint. (f). 14 e) gives two months. Any other claim must be proven. Unlike KPK, dismissal takes three months under Balochistan Act section 15(e). Parties can also contest a report's accuracy, methodology, or test results. Section 30 of the Punjab Consumer Protection Act, 2005 says such. The other party has 15 days to respond to the complaint. If a product is substandard. The court can determine a case with evidence and an expert witness. (Section 30 (2)) For any test or analysis, the court must get a sample of the disputed goods within thirty days. The results must be submitted in 30 days. Like KPK, the claimant must pay the fee if the result is favourable. According to the Punjab Consumer Protection Act (30(5)), assuming both parties agree a written settlement offer, a court may rule under Punjab Consumer Protection Act section 29. By law, a written statement must be filed within seven days following service. Without a response, the authority may make an order based on the statement (ex-Parte). Not specified in the Islamabad Act.

Case law regarding ex-partee decree

The petitioner bought a new Yamaha Dhoom for Rs. 44900 from the Consumer Court Lahore. After returning home, the petitioner discovered that the motorcycle was not brand new, as the exterior was damaged. The complaint returned the next day, but the respondent declined to check the motorcycle. The defendant was found ex-Parte since no one appeared for him. The court ordered the respondent to reimburse the complainant for the purchase price of 44900 and the registration cost of 2700 Rs. The petitioner was also awarded 10,000 rupees as mental suffering compensation.

Laws regulating the government service provider

India provided Pakistan many unfair service laws (Competition Regulations 2009, Federal Public Service Commission Regulations 1978). This considers it vital for personal administrative systems (Pakistani civil service laws). Remand and defection are grading laws. The federal service commission and service tribunals' laws handle job-related categories. They are all applicable to civil servants. An act of 1973 governs civil employees.

A 1973 rule oversees government efficiency and discipline. In addition to the above, E and D rules cover penalties and appeal. Efficiency and discipline rule 3 in 1973. Error 5 examines a public servant Corrupt, subversive, or misbehaviour may result in suspension. But the authority if an inquiry committee or inquiry officer is appointed; the accused is notified in writing. Rule 4 outlines sanctions that do not jeopardize Pakistan's security. The government recovers any damages caused by his negligence or disobedience.

Rule 41 lists forcible removal, retirement, discharge, rank loss, and time reduction (b).

Section 19(3) of the Civil Service Act exempts disciplined public employees from pensions. It can't be more than two-thirds.

Amenability of service provider under the consumer protection Act

Section 2(k) of the Punjab Consumer Protection Act, 2005 states that "services include the provision of any form of facilities, advice or support, such as medical, legal or engineering services, but excludes the following:

- the rendering of any service under a contract service,
- the rendering of non-professional services like astrology or palmistry, or
- a service, the essence of which is to deliver judgement by a court of law or arbitrator"

The Indian Supreme Court defined service in AIR 1994 SUPREME Court 787 (National Commission New Delhi) as "customer conveniences in finance, banking, insurance, entertainment, and other fields." It also includes regulated utilities' countrywide gas and electric delivery. Private and public institutions provide the activities. "There is no foundation to hold that authorities created by statute are beyond the Act's scope," the court stated. This would be contrary to the Act's intent and requirements, and a government or semi-government institution or local authority would be held to the same standards. As noted previously, consumer protection laws apply to statutory organizations and their employees. So a doctor, WAPDA staff, or other government servant is accountable.

Liability of a Doctor

Doctors are revered in our culture and have special roles when treating patients. Delegated responsibility, standard of care, reasonable skill and care, informed consent before treatment or surgery and knowledge. According to the duty of care, a doctor must analyse a patient's circumstances before intervening. Determine the type and amount of therapy required. As stated in AIR 1989 SC2039 (ParmanandKataria vs. Union of India), "Any doctor in a governmental hospital or elsewhere is under a professional obligation to extend his services with due expertise to protect life." In another case, Laxman vs. Trimback, the Indian Supreme Court declared that a doctor must take reasonable care and expertise. The level of care that is reasonable in a given situation varies. It is the level of skill and care that an average associate of the same profession and talents would show in the same situation. The degree of care is not the standard.

A doctor must also have appropriate expertise, which includes staying current in their field. The Consumer Protection Act specifies that before performing surgery or therapy

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on a patient, the doctor must acquire his agreement and notify him of all connected processes.

A doctor should be good at his work. Any fault or lack is neglect. As stated by the Uniform Commercial Code (UCC), a service deficiency is described as "any defect or deficiency in the quantity, character, or manner of performance that is needed or has been undertaken by a person in pursuance of a contract or otherwise in regard to any service."

The Consumer Protection Act includes a patient who just agrees to pay. The patient is injured or dies due to the doctor's negligence or breach of duty. Negligence is the failing to perform something that a reasonable person would do under identical circumstances. Medical negligence happens when a doctor fails to perform as a competent doctor would. The Doctor's responsibility does not arise from every patient injury, nor does a higher level of competence. Accountability is expected of disciplined professionals who fail to follow logical medical standards.

No duty of care exists, yet doctors can be held liable. Preventive medicine is the practice of preventing disease by preventing the spread of disease. That is true even if the senior doctor did not do it directly. Everyone benefits. An incompetent doctor killing a patient is dreadful. If found guilty, the doctor may lose their job and/or license. Professional or medical negligence has significantly more dangerous consequences than negligence. It's a significant charge that impacts one's reputation and career. The burden of proof must be enhanced in such cases.

UK: When will medical incompetence be criminalized? The obligation of care must be largely overlooked, according to author Rachel Morse. The court will consider whether the duty of care was criminally broken. An anaesthetist in *R v. Adomako* (1995) failed to notice a tube was dislodged for four minutes, denying the patient oxygen and causing death. An anaesthesiologist saw total tube separation after 15 seconds. So his anaesthetist's treatment was so poor he was charged with a crime. His gross recklessness got him convicted. The defendant lost his appeal to the Lords (Morse, 2012).

Doctor Tahir Masood was found guilty of criminal negligence in 2015. In case his daughter's health didn't improve, Prof. Dr. Tahir Masood ordered costly pathology testing. Ignorance led to persistent liver damage. His liver was then transplanted at Kings College Hospital in London for £206,625. The doctor failed to prove his innocence and was obliged to pay Rs. 13.07 million in travel, accommodation, and ongoing medical expenses. The judge also ordered the Punjab Healthcare Commission to decide on the doctor's license (Sheikh, 2015).

Case law

In *AmjadJaved vs. Dr AsmaBatoool Awan*, District Consumer Court Gujranwala, the complainant's wife was treated and advised by the respondent Dr.AsmaBatoool during her pregnancy and delivery. The doctor mishandled the situation during labor, causing the patient's new born male infant to die shortly after birth. In this case, Dr.AsmaBatoool was found negligent. The court ordered the doctor to pay the claimant Rs. 10,000,00 (ten lacs) as compensation for the loss of a male kid. Dr.AsmaBatoool was also ordered to pay a fine of Rs. 2,000 (two lacs) to the state treasury within 30 days. Gujranwala District and Sessions Judge/Presiding Officer Sohaib Ahmed Rumi delivered the sentence.

Ijaz Ali District and Session judge/presiding officer district consumer court Lahore presided over *Osama Shahid vs. Dr.Shamshad Hussain*. The complainant wished to work in Saudi Arabia and asked the respondent for a medical report. According to the respondent's report, the complainant was pronounced unsuitable for work since his Anti-HCV was reactive, and the respondent also posted it online. To comply with the court's direction, the petitioner underwent re-examinations at Zeenat labs and ShaukatKhanum Memorial Cancer Research Hospital. All of these tests revealed that the petitioner was anti-HCV non-reactive. The Court ruled that the respondent had misbehaved and ordered him to pay the petitioner Rs. 5 lakh as compensation.

Liability of WAPDA/ PEPCO

WAPDA was founded in 1958. WAPDA (Water and Hydropower Development Authority) deals with water and hydropower development while PEPCO deals with thermal power generation. Can consumers sue energy providers/authorities? Electricity is a commodity under the Punjab Consumer Protection Act, 2005. So the people can legally demand better services. Examples of trustworthy parts of the electric power system include connecting electrical cabling and energy-consuming equipment/installing energy meters for consumers. Provide a monthly electricity bill. Unused unit charges are not refundable. The authority must additionally repair service wires up to the consumer's metering point (definition 32). 6 months to replace a malfunctioning meter per 2006(1) CPC 112Pb. The authority is liable if a live wire breaks and injures someone. A damaged 11000 KV high-tension electricity cable left unattended in *WAPDA vs. Qazi ZAKA ULLAH and another* (2010 C L C 1169, Lahore) severely injured both motorcyclists. The learned court ordered WAPDA to compensate the respondents for their carelessness. It was also fined 25,000 rupees for electrocuting a buffalo under case number. The consumer court (Sialkot/Narwal) ordered the WAPDA officer/employee to deposit the recovery/default money (which the WAPDA has suffered due to his negligence or illegal act).

Liability of Natural gas service providers

Natural gas is widely used in daily life, as well as business and industry. Gas transmission and distribution firms include SNGPL, SSGC, and OGDCL. Given the possible hazards of natural gas, distributors must be particularly cautious. Its distributors are constantly obligated to protect the public from harm caused by gas pipeline leaks. So service providers must inspect and maintain gas pipelines. The firm shall notify the responsible person if maintenance, replacement, or repair is required as a consequence of the survey (section 8(4) of the Gas Utility Companies Act, 2010). To avoid a hazard, a service provider must repair any flaw, leak or gas escape (section 8(5) of the Gas Utility Companies Act, 2010). (section 22 of the aforesaid Act). Failure to meet this pledge makes the company accountable for any injuries caused to the public, or directly to the consumer. The service providers must deliver monthly bills for the consumers' real monthly gas consumption. If the bill is wrong or overpriced, the corporation must correct it, not the customer. SNGPL regional manager vs. M. Iqbal, 80-A/13, the court stated that the company's inability to record the meter reading shows gross negligence. No meter read? If the previous year's data is unavailable, the company must issue "a preliminary bill computed on the seasonal average of domestic consumers or any other reasonable basis approved by the Gas Utility Company."

As a customer of SNGPL, the respondent in case 80-A of 2013 paid approximately 1600 per month for his domestic gas connection. He was charged Rs. 10280 in February 2012 and complained to the relevant office, but paid when the officer promised to correct it. Then followed a Rs. 1, 41,660 bill, for which he sued in consumer court. The firm defended the cost by blaming recent gas meter leakage (a defect which was never removed despite repeated complaints). It found that the firm was accountable for meter maintenance (leakage) because it was 30 feet from the customer's residence on the roadside, resulting in gas leakage and excessive billing. As a result, the Court dismissed the plea and ordered the business to charge the user Rs.

Conclusion

A consumer is defined. So, what? So, what? Which Laws Protect. How successfully do these regulations protect consumers? Rights of citizens and service providers Was it wrong to convict them as stated previously, "client" includes us all. Various laws define global consumer. A consumer is someone who buys goods or services for personal use. They had none before. They were illiterate and unprofessional. It was a state and a law that did not aid It is impossible to grow without consumers. Business and service providers that treat clients well improve the economy. Defenders were needed to protect customers and set norms for fair trading. Consumers are now protected by civil, criminal, and administrative legislation. Consumer protection laws are based on tort law, which seeks to compensate injured parties. Deterrent damages are now unlimited

in consumer courts. Developing nations were encouraged to pass consumer protection laws by the UN in 1985. Basic human rights now recognized.

USA embraced consumerism in 1900. The 1906 Food & Drug Act and the 1906 Meat Inspection Act protected customers. The Federal Trade Commission was established in 1914. "Consumer Bill of Rights" Presented to Congress by JFK on March 15, 1962. It was the right to be heard here. Then came schooling. The 1950s saw Europe donate. The UNGA endorsed the UNGCP in 1985. The UN proclaimed these eight consumer rights in 1999. Consumer International and other consumer groups worldwide are fighting for these rights.

Pakistan, a UN signatory, voted yes. Pakistan's consumer regulations were lax. A mix of federal and provincial legislation regulates the market and protects consumers. Defective and hazardous products needed to be recalled. Parliament and Senate debated this in 1994. It was enacted in KPK, Balochistan, and Punjab followed suit. It was repealed in 2004.

Dangerous items, false claims, and unethical commercial activities are illegal. These rules foster fair competition, product standards, accurate product information, and an equitable justice system. Consumers seeking redress or compensation have also been supplied (due to concealed flaws and charges, deception, etc.). "When rights are violated, there is a remedy."

Consumers' rights are protected in Pakistan. It's a symbiotic relationship where they agree on all but the Islamabad Consumer Protection Act impose obligations on manufacturers. Standard and kind of goods, producer or importer address. Neither producers nor service providers can withhold information about product or service quality. Prohibited by consumer protection laws. Unsatisfied customers must be reimbursed. Consumable items can be seized or destroyed. They rectify faults, replace defective products, reimburse expenses, confiscate or destroy products, recall them from commerce, and compensate the plaintiff for actual losses.

These Acts also penalize rights violators. Under the Punjab and Islamabad Acts, the maximum penalty is two years in prison or 50,000 rupees in KPK and Balochistan. KPK and Balochistan Act infractions carry up to two years in jail or a Rs 30,000 fine. Offenders face up to two years in prison, a Rs 100,000 fine, or both.

These laws empower governments to set up consumer courts and councils to address complaints. The consumer courts tackle other issues. The KPK and Balochistan Acts limit it to 10 days, whereas the Punjab Act limits it to 30 days. These Acts relax rules. Complaints filed within ten days of the incident will be dismissed. Companies can only extend warranties for sixty (60) days. Not in the Islamabad Consumer Protection Act. Both the Punjab and Balochistan Consumer Protection Acts offer six months to resolve

disputes. Any unfit for human consumption product or material must be tested in a laboratory. Rejected consumer court decisions can be appealed. An appeal to the High Court is possible. The Islamabad Act enables a 15-day appeal period. The Consumer Court's verdict cannot be reversed.

The question is whether public employees and service providers are covered by the Act. No provision in Pakistan's consumer protection laws establishes a civil servant's punishment or culpability. But a court can change them. The Indian Supreme Court emphasized in Lucknow Development Authority vs. M.K Gupta that government officials are also service providers. Individuals and private entities offering similar services are held to the same standards of accountability by the Supreme Court. But not all government agencies give services. This only contains departments that offer free services or products. WAPDA/WASA/CDA/government hospitals/doctors, PIA because only consideration connects consumer and provider/company. Consumer protection standards do not apply to free services. For example, PTV and radio.

Consumer law holds doctors liable because "consumer" includes patients. As a doctor, you have professional responsibility. A doctor's actions are liable if they cause patient injury or death. Professional or medical negligence has significantly more dangerous consequences than negligence. A doctor's negligent death harms his reputation and career. This doctor may face criminal prosecution, hefty fines, and maybe losing their medical license.

All WAPDA and PEPCO employees are similarly obligated. Electricity is a product covered by the Consumer Protection Act. So they must be both a manufacturer and a provider. They must sell power fairly and serve all customers equally. They must monitor cable, pole, and line issues. Unsafe live wire, line, or pole must be dealt with quickly. Anyone hurt by an electric company or employee is liable. The court will also decide on the defendant's damages, compensation, and sentencing. If a corporation loses money due to an employee's negligence or illegal action, the employee might be punished and forced to deposit the money. The law protects the consumer if the company bills for more than the units used. The unconsumed units are not the consumer's fault. The court corrects the bill.

Several companies handle natural gas distribution and transmission, requiring special care. Gas is a hazardous natural resource, thus distributors must take particular care to avoid pipeline damage. It is their civic duty. The law protects consumers against natural gas providers and their employees. The consumers must pay a monthly fee based on their gas usage. If the authority sends the customer an incorrect bill, the consumer court will correct it. If a gas pipeline leaks near the consumer's home. Regardless of the client's complaint, the company is not accountable for the overcharge. The Company may decide to measure a domestic consumer's consumption on a seasonal average or any other reasonable basis.

The laws punish gas service providers for negligence, corruption, misbehaviour and other violations. This includes both gas consumers and their officers and employees. Misuse of meters or work wasting gas, etc. A jail sentence or other special punishment may apply. An offender is responsible for their actions if they are an individual or a company. If convicted, the defendant will be sentenced. In this case, the person will be able to show that they tried to stop the crime from happening.

Affects both personal and professional life people who have been charged with a crime will have problems restoring their employer's trust or finding new work. Most employers will not hire a convicted felon. Criminalizing a person, activity, or corporation creates a stigma.

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