

**GOVERNMENT OF JAMMU & KASHMIR**  
**DISTRICT CONSUMER DISPUTES REDRESSAL COMMISSION**  
**KUPWARA**

**Coram: -**

- |                                   |                        |
|-----------------------------------|------------------------|
| <b>1. Peerzada Qousar Hussian</b> | <b>..... President</b> |
| <b>2. Ms Nyla Yaseen</b>          | <b>..... Member</b>    |

**Consumer Complainant No:65/2024**

**Ghulam Mohidin Wani  
S/o Ab Gani Wani  
R/o Laderwan Tehsil Trehgam district Kupwara**

**.....(Complainant)**

**Versus**

- 1. Ghulam Mohd Shah S/o Ab Jabbar Shah R/o Shah Mohalla  
Trehgam Kupwara.**
- 2. Mohd Rafi Pir S/o Mohd Maqbool Pir R/o Krehnipora Qasba  
Hyhama Kupwara**
- 3. Manzoor Ahmad Najar Prop. Of M/S Najar Trading Company  
Wholesale dealers in cement and iron Downtown Sopore**
- 4. Dawar Cements Pvt. LTd. Chakdura Bhatyn Khrew Pulwama  
GSTIN/UIN 01AACC30390H2Z7. Through their managing  
Director Head Office At Alluchibagh Road Sheergari Srinagar  
Pin.190009**

**..... (Opposite parties)**

**Date of Institution:17/08/2024**

**Date of Decision:13/08/2026**

**Appearing Counsel:**

**For the complainant: -Adv. Shabir Ahmad Bhat**

**For the OPs: - Ex-Parte.**



## Judgement

The present complaint has been filed by the complainant before this Commission on 17/08/2024, alleging therein deficiency in service and unfair trade practice on the part of the OPs.

### **Brief Facts**

The contention of the complainant is that he is the lawful owner of land situated at Trehgam, Kupwara. He intended to construct a residential house thereon and obtained permission from the concerned Tehsildar. The contention of the complainant is further that OP Nos. 1 and 2 approached him and requested that the construction work be allotted to them. Consequently, the construction work was allotted to OP Nos. 1 and 2, and the charges were paid for execution of the allotted work. OP Nos. 1 and 2 visited the spot and showed the design of the proposed construction.

The contention of the complainant is further that he was furnished with a list of construction material. OP Nos. 1 and 2 demanded cement of the brand name **Arco**, and, on the instructions of OP Nos. 1 and 2, he purchased the cement from OP No. 3, which is manufactured by OP No. 4. The slab over the building was laid by OP Nos. 1 and 2 after applying the required ratio of cement. However, the slab developed cracks immediately, due to which the building became unsafe and insecure. It is alleged that, on account of the inferior quality of the material supplied, the house suffered substantial damage.

The contention of the complainant is further that he approached the OPs and requested them to redress his grievances. However, they adopted delaying tactics, which constrained him to approach the District Consumer Disputes Redressal Commission, Kupwara, for redressal of his grievances.

Notices were issued.

However, despite service, OP Nos. 1, 2 and 3 failed to submit their responses. Resultantly they were proceeded to ex parte.

OP No. 4 admittedly submitted the written objections however, did not choose to appear and contest the matter. Resultantly, OP No. 4 was also proceeded to ex parte.



The OP No. 4 in the written objections denied the allegations and contended therein that the material supplied was of standard quality and that no deficiency in service could be attributed to OP No. 4. It was further contended that Arco cement is a brand which, over time, has earned a good reputation and that OP No. 4 has never received any such complaint with regard to the quality of the cement. He further contended that the cement is recommended not only across the UT of J&K but also for its quality and efficiency being at the highest level.

The complainant submitted the evidence affidavits of four witnesses, namely, Waseem Sajjad Malik S/o Ghulam Nabi Malik R/o Gugloosa, Irshad Ahmed Malik S/o Ghulam Nabi Malik R/o Hayan, Mohammad Iqbal Wani S/o Ghulam Mohidin Wani R/o Ladarnag and Ghulam Mohidin Wani S/o Abdul Gani Wani R/o Ladarwan, the complainant as witness in his own case.

The witnesses, on affidavits, stated that the complainant is the lawful owner of land situated at Trehgam, Kupwara. OP Nos. 1 and 2 approached the complainant and offered to undertake the construction work. After proper negotiation of the rates, the work was allotted to OP Nos. 1 and 2, who were paid the charges for execution of the work. OP Nos. 1 and 2, after visiting the site, furnished a list of materials to be arranged for execution of the work. The complainant supplied the material as demanded by OP Nos. 1 and 2. They also demanded cement of the brand name **Arco**, and, as per their instructions, the complainant purchased the cement from OP No. 3, which is manufactured by OP No. 4. OP Nos. 1 and 2 laid the slab of the constructed

residential house after applying the required ratio of cement. However, the slab developed cracks, which rendered the building unsafe and insecure for habitation.

The witnesses further stated that OP Nos. 1 and 2 appeared to be in nexus with the sub-standard cement agency under the alleged false trademark of Arco. The witnesses further stated that the complainant suffered huge loss and that the OPs played with the lives of the complainant and his entire family. The complainant approached OP Nos. 1 and 2 and requested them verbally to redress his grievances. However, they adopted delaying tactics and failed to redress the grievances of the complainant, resulting in huge loss to him.

The complainant, as witness in his own case, on affidavit stated that he is the rightful owner of land situated at Trehgam, Kupwara, where he started construction of his residential house. OP Nos. 1 and 2 approached him and offered to undertake the construction work. Consequently, the work was allotted to OP Nos. 1 and 2. They visited the spot and laid out the design of the building. The complainant supplied the material to OP Nos. 1 and 2 as per the list furnished by them. OP Nos. 1 and 2 demanded cement of the brand name Arco, which was also provided. The work was executed and the slab over the building was laid. However, immediately thereafter, the slab developed cracks and the building became unsafe and insecure. The complainant further stated that he approached the OPs and requested them to redress his grievances. However, they adopted delaying tactics to avoid the matter, which constrained him to approach this Commission.

The principal question which requires determination is whether the OPs, who had undertaken the construction of the complainant's residential house, were deficient in rendering the promised service by using sub-standard material, particularly cement, which resulted in damage to the house.

Since the complainant has specifically alleged that the OPs did not execute the construction work in accordance with the requisite standards, as a consequence whereof the structure was damaged, including the slab of the building.

Additionally, the R&B Department, after examining the house, pursuant to the directions of this Commission, assessed the loss at the site and submitted a detailed report before this Commission vide Communication No.3072 dated 18/09/2024. As per the report, the loss caused to the complainant's house has been assessed as Rs. 4,04,943/- (Four Lac Four Thousand Nine Hundred Forty-Three).

We rely upon the report of the concerned Tehsildar as well as the report of the Technical Department(R&B), which substantiates the loss and damage caused to the complainant's house. The said report assumes considerable evidentiary value, being an assessment made by a Government Technical Department after examining the damaged structure.

It is apt to mention over here also that the OP No. 1 and 2 had undertaken the contract themselves for construction of the house and suggested the complainant to procure the particular brand of material from Dawar Cements Pvt. Ltd. Chakdura, hereinafter referred to as OP No. 3.

OP Nos. 1 and 2 were not only responsible for executing the construction work but were also responsible for ensuring that the material and workmanship employed in the construction were of the requisite standard. Therefore, having undertaken the contractual responsibility, the OPs cannot escape liability merely by denying the allegations regarding the use of sub-standard material, particularly when the damage to the structure has been independently noticed and assessed by the Technical Govt. Department.

Moreover, the OPs have failed to contest the case or submit any cogent evidence to rebut the allegations of the complainant. There is also no material on record which would suggest that the damage was caused by any intervening circumstance or by any act attributable to the complainant.

The evidence on record, therefore, establishes that the construction work undertaken by the OPs was deficient, which caused extensive damage to the complainant's house. Therefore, the assessment of loss of Rs. 4,04,943/- (Four Lac Four Thousand Nine Hundred Forty-Three) made by the Government Technical Department, i.e.,

R&B Department, Kupwara, appears to be reasonable and justified. As such we find the complainant entitled to compensation for the loss caused to his residential house.



In view of the above facts and circumstances, the complaint is allowed and disposed of with the following directions:

1. OP Nos. 3 and 4 are directed to pay an amount of Rs. 4,04,943/- (Rupees Four Lakh Four Thousand Nine Hundred Forty-Three only) to the complainant towards the loss caused due to the use of alleged sub-standard cement.
2. OP Nos. 1 to 4 are jointly and severally directed to pay an amount of Rs. 2,00,000/- (Rupees Two Lakh only) to the complainant as compensation for the inconvenience and agony caused due to the use of alleged sub-standard cement.
3. The OPs are further directed to pay an amount of Rs. 30,000/- (Rupees Thirty Thousand only) to the complainant as litigation charges.

The OPs shall comply with the order within a period of 30 days from the date copy of this order is served upon OPs, failing which the entire awarded amount shall carry interest at the rate of 5% per annum from the date of the order till realization of the amount.

Order announced  
Date: 13-08-2026

Member  
District Consumer Disputes  
Commission  
Ms Nyla Yaseen

Member

PRESIDENT  
Peerzada Housar Hussain  
District Consumer Disputes  
Commission Kupwara  
Redd  
5/8/26

Office is directed to provide copy of order to the parties free of cost, and thereafter, the file be consigned to records after due completion.