



**Sindh Consumer Protection
Act, 2014
&
Sindh Consumer Protection
Rules, 2017**

Amendment up to date :- (Sindh Act No. XXIX of 2023)

Sindh Judicial Academy Library

SINDH JUDICIAL ACADEMY, KARACHI

Title:

Sindh Consumer Protection Act, 2014 and Sindh Consumer Protection Rules, 2017

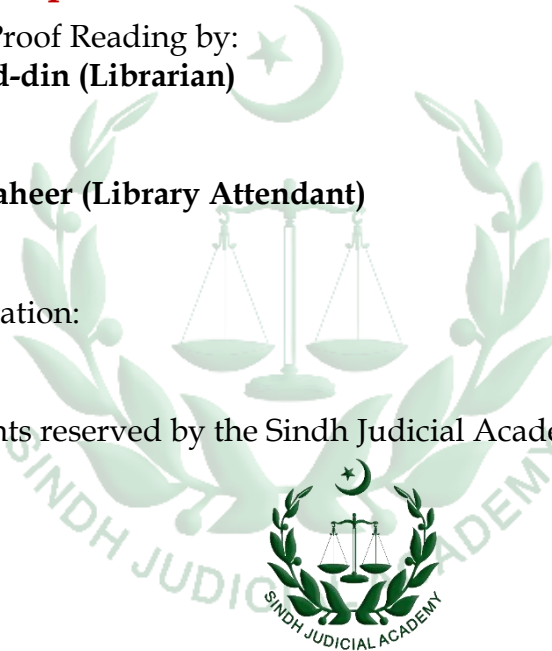
Amendment up to date

Compiled & Proof Reading by:
Mr. Nizam-ud-din (Librarian)

Amended by:
Mr. Raheel Zaheer (Library Attendant)

Year of Publication:
2024

All rights reserved by the Sindh Judicial Academy, Karachi



Sindh Consumer Protection Act, 2014

Contents

PART-I

PRELIMINARY

1.	Short title, extent commencement.....	5
2.	Definitions.....	5
3.	Act not in derogation of any other law.....	10

PART-II

LIABILITY ARISING FROM DEFECTIVE PRODUCTS

4.	Liability for defective products.....	10
5.	Defective in construction or composition.....	10
6.	Defective in design.....	10
7.	Defective because of inadequate warning.....	11
8.	Defective because of nonconformity to express warranty.....	11
9.	Proof of manufacturer's knowledge.....	11
10.	Restriction on grant of damages.....	12
11.	Duty of disclosures.....	12
12.	Prohibition on exclusions from liability.....	12

PART-III

LIABILITY ARISING OUT OF DEFECTIVE AND FAULTY SERVICES

13.	Liability for faulty or defective services.....	12
14.	Standard of provision of services.....	12
15.	Restriction on grant of damages.....	12
16.	Duty of disclosure.....	12
17.	Prohibition on exclusions from liability.....	13

PART-IV

OBLIGATIONS OF MANUFACTURERS

18.	Prices to be exhibited at the business place.....	13
19.	Receipt to be issued to the purchaser.....	13
20.	Return and refund policy.....	13

PART-V

UNFAIR PRACTICES

21.	False, deceptive or misleading representation.....	13
22.	Prohibition on bait advertisement.....	14

PART-VI

THE POWERS OF THE AUTHORITY

23.	Powers of Authority.....	14
24.	Powers of Government.....	15

PART-VII

CONSUMER PROTECTION COUNCIL

25.	Consumer Protection Council.....	15
-----	----------------------------------	----

PART-VIII

DISPOSAL OF CLAIMS AND ESTABLISHMENT OF CONSUMER COURTS

26.	Filing of Claims.....	16
27.	Establishment of Consumer Courts.....	16
28.	Jurisdiction of Consumer Courts.....	16
29.	Settlement of Claims.....	17
30.	Settlement at pretrial stage.....	17
31.	Procedure on receipts or complaint.....	17
32.	Order of Consumer Court.....	19
33.	Penalties.....	20
34.	Appeal.....	20
35.	Finality of order.....	20
36.	Dismissal of frivolous or vexatious claims.....	20

PART-IX

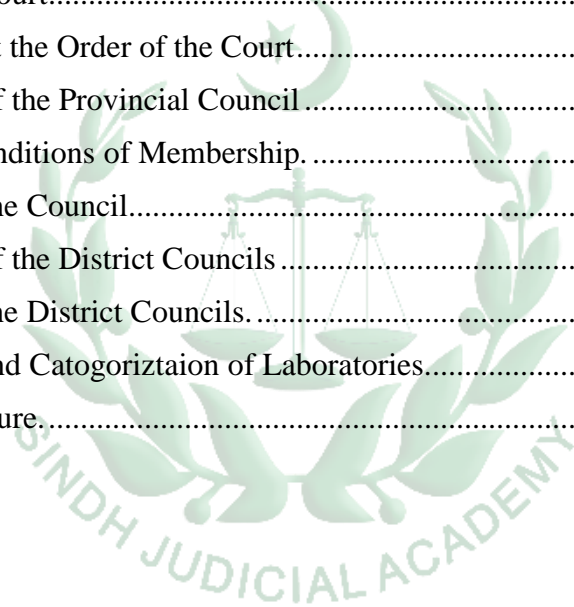
MISCELLANEOUS

37.	Aid to the Consumer Court.....	20
38.	Immunity.....	20
39.	Power to make rules.....	20
40.	Power to remove difficulties.....	21

Sindh Consumer Protection Rules, 2017

1.	Short Title and Commencement.....	22
2.	Definitions.....	22
3.	Complaints Private Person to the Authority.....	22
4.	Cases to be Inquired into by Authority.....	23

5.	Procedure in Case of Defective Products	23
6.	Procedure in Case of Defective Services.....	23
7.	Proof of Manufacture by the Authority.....	24
8.	Support to Authority in Collection of Evidence.....	24
9.	Order of the Authority.....	25
10.	Appeal against the Order of the Authority.....	25
11.	Claims on Behalf of the Public.....	26
12.	Place of Sitting etc.....	26
13.	Form of Claim.....	26
14.	Defence etc.....	27
15.	Analysis of the Product.....	27
16.	Proof of Manufacture by the Court.....	27
17.	Order of the Court.....	28
18.	Appeal against the Order of the Court.....	28
19.	Constitution of the Provincial Council.....	28
20.	Terms and Conditions of Membership.....	30
21.	Functions of the Council.....	30
22.	Constitution of the District Councils.....	31
23.	Functions of the District Councils.....	32
24.	Registration and Catogoriztaion of Laboratories.....	33
25.	Public Disclosure.....	33



**PROVINCIAL ASSEMBLY OF SINDH
NOTIFICATION
KARACHI, THE 18TH MARCH, 2015**

NO.PAS/Legis-B-13/2014- The Sindh Consumer Protection Bill, 2014 having been passed by the Provincial Assembly of Sindh on 20th February, 2015 and assented to by the Governor of Sindh on 16th March, 2015 is hereby published as an Act of the Legislature of Sindh.

THE SINDH CONSUMER PROTECTION ACT, 2014.

SINDH ACT NO. XVII OF 2015.

**AN
ACT**

to provide and protect the rights and interests of consumers in the Province of Sindh.

Preamble. Whereas, it is expedient to provide for protection and promotion of the rights and interests of the consumers, speedy redress of consumer complaints and for matters connected therewith;

**PART-I
PRELIMINARY**

It is hereby enacted as follows:-

1. Short title, extent commencement. (1) This Act may be called the Sindh Consumer Protection Act, 2014.

(2) It shall extend to whole of the Province of Sindh.

(3) It shall come into force at once.

2. Definitions. In this Act, unless there is anything repugnant in the subject or context –

- (a) “**Act**” means the Sindh Consumer Protection Act, 2014;
- (b) “**Advertisement**” includes advertisement-
 - (i) by all commercial communities of any kind through any means including media;
 - (ii) by display of notices, play cards or price lists;
 - (iii) by means of banners, bill boards, cards, catalogues, circulars, hand bills, labels neon printing (on vehicles or other things), sign boards, wall banners, wall chalking or other documents or materials;
 - (iv) by the exhibition of films, Jingles, paintings,

photographs or pictures;

- (v) by means of broadcasting, cable operation, internet, short messaging service (SMS), satellite communication, telecasting, telecommunication or wireless communication; and
 - (vi) by means of peddler or hawker and proclamation vocally or by loud speaker or mega phones.
- (c) "**Authority**" means the Secretary or Director General, Supply and Prices Department or any other officer notified by Government.
- (d) "**Complainant**" means:-
- (i) a consumer; or
 - (ii) a voluntary consumer's association;
 - (iii) Government; and
 - (iv) the council or a District Protection Council.

¹[(**dd**) "**Consumer Court**" means the Consumer Protection Court established under section 27;"];

(**ddd**) "**complaint**" shall have the same meaning as assigned to it under clause (h) of section 2 of the Code of Criminal Procedure, 1898 (Act V of 1898);]

- (e) "**Consumer**" means a person or entity who-
- (i) buys or obtain on lease any product for a consideration and includes any user of such product but does not include a person who obtains any product for resale or for any commercial purpose; or
 - (ii) hires any service for a consideration and includes any beneficiary of such services,

²[(**ee**) "**claim**" means the case of the consumer setup in the shape of complaint;"]]

Explanation: For the purpose of sub-clause (i) "Commercial purpose" does not include use by a consumer of products bought and used by him only for the purpose of his livelihood as a self employed person.

- (f) "**Counterfeit**" means made an exact in imitation of something with the intention to deceive or defraud.
- (g) "**damage**" means all damages caused by a product of service including damage to the product itself and economic loss arising from deficiency in or loss of use of the product or service;

¹ New Clause Inserted by Sindh Act No. XXIX of 2023 S. 2 (i) dated 11th August, 2023

² New Clause Inserted by Sindh Act No. XXIX of 2023 S. 2 (ii) dated 11th August, 2023

- (h) **"Entity"** means an organization that has a legal identity apart from its members;
- (i) **"False or Misleading Representation"** includes any statement made by a businessman or person, in commerce or trade, in connection with the supply or possible supply of goods or services or with the promotion for the supply or use of goods or services, whether by omission or commission, orally or in writing or by chalking on walls or through sign boards or neon signs or by distributing pamphlets or by publication in any manner, including electronic media whereby such person, or businessman-
- (i) makes, applies or implies a trade description that is false or misrepresentative;
 - (ii) offers gifts, prizes or other free items with the intention of not providing them, or of not providing them as offered;
 - (iii) demands or accept payment or other consideration for goods or service from a consumer or prospective consumer where, if at the time of the acceptance, such person, or businessman does not intend to supply the goods or services;
 - (iv) intends to supply goods or services materially different from the goods or services in respect of which the payment or other consideration is accepted.
 - (v) is aware that he will not able to supply the goods or services within the period specified by him;
 - (vi) falsely represents that goods or services, as the case may be, are of a particular kind standard, quality, grade, quantity composition, style of particulars previous use or that they are supplied by any particular person or by any person of a particular profession, reconditioned or refurbished at a particular time;
 - (vii) falsely represents that goods are new, or that they are reconditioned, or refurbished or that they were manufactured, processed, produced, reconditioned or refurbished at a particular time;
 - (viii) falsely represents that good or services have any sponsorships, approval, affiliation, endorsement, performance characteristics, accessories, uses, or benefits;
 - (ix) falsely represents the price of any goods or services;
 - (x) falsely represents the existence, exclusion of effect of any condition, warranty, guarantee, right, or remedy;

- (xi) falsely represents the place of origin of goods;
 - (xii) falsely represents that because of some defect in a consumer home, health, safety, or lives of the consumer of his or her family are in danger if the product or services are not purchased, when in fact the defect does not exist or the product or services would not remove the danger;
 - (xiii) falsely represents causing a probability of confusion or of misunderstanding with respect to the authority to a salesperson, representative, or agent to negotiate the final terms of a transaction;
 - (xiv) falsely represents causing a probability of confusion or of misunderstanding as to the legal rights, obligations or remedies of a party to transaction;
 - (xv) falsely represents that a consumer will receive goods or services “free” or “without charge” or similar words without clearly and conspicuously disclosing the conditions, terms, or pre-requisites requirements to be fulfilled by the consumer in order to avail such goods or services;
 - (xvi) falsely represents the availability of facilities for the repair of goods and supply of spare parts for goods; and
 - (xvii) falsely represents that a product or package is disagreeable, biodegradable, or photo degradable;
- (j) **"Government"** means the Government of Sindh;
- (k) **"Laboratory"** means a laboratory established or recognized by Consumer Protection Council and includes any such laboratory or organization established by or under any law for the time being in force, which is maintained, financed, aided or recognized by Government for carrying out analysis or test of any goods with a view to determine whether such goods suffer from any defect;
- (l) **"Manufacturer"** includes a person or entity who:
- (i) is in the business of manufacturing a product for purposes of trade or commerce;
 - (ii) labels a product as his own or himself as the manufacture of the product;
 - (iii) as a seller exercises control over the design, construction or quality of the product that causes damages;
 - (iv) assembles a product by incorporating into his

product a component or part manufactured by another manufacturer; and

(v) is a seller of a product of a foreign manufacturer and assumes or administers warranty obligations of the product, or is affiliated with the foreign manufacturer by way or partial or complete ownership or control; or modifies or prepares the product for sale or distribution;

(m) "**Manufacturing a product**" means producing, fabricating, constructing, designing, remanufacturing, reconditioning or refurbishing a product;

(n) "**Product**" has the same meaning as assigned to the word "goods" in the Sale of Goods Act, 1930, and includes products which have been subsequently incorporated into another product or an immovable but does not include animals or plants or natural fruits and other raw products, in their natural state, that are derived from animals or plants;

(o) "**Reasonably anticipated alteration or modification**" means a change in a product that a product manufacturer should reasonably expect to be made by an ordinary person in the same or similar circumstances and a change arising from ordinary wear or tear but does not include—

(i) changes to or in a product because the product does not receive reasonable care and maintenance; or

(ii) alteration, modification or removal of an otherwise adequate warning; or

(iii) the failure of the seller to provide an adequate warning to the consumer where the same had been provided by the manufacturer and he could do no more;

(p) "**Reasonably anticipated use**" means a use or handling of a product that the product manufacturer should reasonably expect of an ordinary person in the same or similar circumstances; and

(q) "**Services**" includes the provision of any kind of facilities which includes all services such as communication etc. or advice or assistance such as provision of medical, legal or engineering services but does not include-

(i) the rendering of any service under a contract service;

(ii) a service, the essence of which is to deliver judgment by a Court of law or Arbitrator;

(r) “**Trade**” means a conduct of a business providing goods, moveable property, or services primarily for personal, domestic family or household purpose.

3. Act not in derogation of any other law. The provisions of this Act shall be in addition to and not in derogation of the provisions of any other law for the time being in force.

PART-II

LIABILITY ARISING FROM DEFECTIVE PRODUCTS

4. Liability for defective products. (1) The manufacturer of a product shall be liable to a consumer for damages proximately caused by, a characteristic of the product that renders the product defective when such damage arose from a reasonably anticipated use of the product by a consumer.

(2) A product shall be defective only if-

- (a) it is defective in construction or composition as provided in section 5;
- (b) it is defective in design as provided in section 6;
- (c) it is defective because as adequate warning has been given as provided in section 7; and
- (d) it is defective because it does not conform to an express warranty of the manufacturer as provided in section 8.

5. Defective in construction or composition. A product shall be defective in construction or composition of, at the time the product was manufactured, a material deviation was made from the manufactures own specifications, whether known to the consumer or not.

6. Defective in design. (1) A product shall be defective in design if, at the time the product left its manufacturer's control-

- (a) there existed an alternative design for the product that was capable of preventing the damage to a consumer; and
- (b) the likelihood and gravity of damage outweighed the burden.

(2) When the manufacturer has used reasonable care to provide adequate warning to the users or handlers of the product, it shall be considered in evaluating the likelihood of damage arising from the design of a product.

7. Defective because of inadequate warning. (1) A product shall be defective if an adequate warning about the product that it possessed a characteristic that could cause damage, has not been provided at the time the product left its manufacturer's control or the manufacturer has failed to use reasonable care to provide an adequate warning of such characteristic' and its danger to users and handlers of the product:

Provided that a manufacturer shall not be required to provide an adequate warning about his product when-

- a) the ordinary user or handler of the product could know, with the ordinary knowledge common to the community, that the product has dangerous characteristic which could cause damage; or
- b) the user or handler of the product already knows or should be reasonably expected to know that the product has characteristics which were dangerous and could cause damage.

(2) A manufacturer of a product who, after the product has left his control, acquires knowledge about the dangerous characteristics of the product that could cause damage, or who would have acquired such knowledge had he acted as a reasonably prudent manufacturer, shall be liable for damage caused by his subsequent failure to use reasonable care to provide an adequate warning of such characteristic and its danger to users and handlers of the product.

8. Defective because of nonconformity to express warranty. A product shall be defective when it does not conform to an express warranty made at any time by the manufacturer about the product if the express warranty has induced the claimant to use the product and the claimant's damage was proximately caused because the express warranty was untrue.

9. Proof of manufacturer's knowledge. (1) Notwithstanding anything contained in section 6, a manufacturer of a product shall not be liable for damage proximately caused by a characteristic of product's design if the manufacturer proves that at the time the product left his control-

(a) he did not know and in the light of the then existing and reasonably available scientific and technological knowledge, could not have known the design characteristic that caused the damage or the danger of such characteristic; or

(b) he did not know and, in the light of the then existing and reasonably available scientific and technological knowledge, could not have known of the alternative design identified by the consumer under section 6 (1); or

(c) the alternative design identified by the consumer under section 6(1) was not feasible in the light of the then existing and reasonably available scientific and technological knowledge or then existing economic practicability.

(2) Notwithstanding anything contained in Section 7 (1) or 7(2), a manufacturer of a product shall not be liable for damage if the manufacturer proves that, at the time the product left his control, he did

not know and, in the light of the then existing and reasonably available scientific and technological knowledge, could not have known of the characteristic that caused the damage or the danger of such characteristic.

10. Restriction on grant of damages. Where the consumer has not suffered any damages from the product except the loss of utility, the manufacturer shall not be liable for any damages except a return of the consideration or a part thereof and the costs.

11. Duty of disclosures. (1) Where the nature of the product is such that the disclosure of its competent parts, ingredients, quality, or date of manufacture and expiry is material to the decision of the consumer to enter into a contract for sale, the manufacturer shall disclose the same.

(2) Notwithstanding anything contained in sub-section (1), Government may, by general or special order, require such disclosure in any particular cases.

12. Prohibition on exclusions from liability. The liability of a person by virtue of this part to a consumer who has suffered damage shall not be limited or excluded by the terms of any contract or by any notice.

PART-III

LIABILITY ARISING OUT OF DEFECTIVE AND FAULTY SERVICES

13. Liability for faulty or defective services. A provider of services shall be liable to a consumer for damages proximately caused by the provision of service that have caused damage.

14. Standard of provision of services. (1) Where the standard of provision of a service is regulated by a special law, provincial or federal standard of services shall be deemed to be the standard laid down by such special law.

(2) Where the standard of a service has not been provided in law or by, the professional or trade body concerned, the standard shall be that which at the time of the provision of the service, a consumer could reasonably expect to obtain at that time in Pakistan.

15. Restriction on grant of damages. Where the consumer has not suffered any damages from the provision of service damages except lack of benefit, the service provider shall not be liable for any damages except a return of the consideration or a part thereof and the costs.

16. Duty of disclosure. (1) Where the nature of the service is such that the disclosure of the capabilities or the qualifications of the provider of the service or quality of the products that he intends to use for provision of the service is material to the decision of the consumer to enter into a contract for provision of services, the provider of services shall disclose the same.

(2) Notwithstanding anything contained in sub-section (1), Government may, by general or special order, require such disclosure in any case.

17. Prohibition on exclusions from liability. The liability of a person by virtue of this Part to a person who has suffered damage shall not be limited or excluded by the terms of any contract or by any notice.

PART-IV

OBLIGATIONS OF MANUFACTURERS

18. Prices to be exhibited at the business place. Unless a price catalogue is available for issue to consumer, the manufacturer or trade shall display prominently in his shop or display-centre a notice specifying the retail or wholesale price, as the case may be, of every goods available for sale in that shop or display-centre.

19. Receipt to be issued to the purchaser. Every manufacturer or trader who sells any goods shall issue to the purchaser a receipt showing:

- a) the date of sale;
- b) description of goods sold;
- c) **the batch number of the product, the original printed retail price, date of manufacture and date of expiry.**
- d) the quantity and price of the goods, and
- e) the name and address of the seller.

20. Return and refund policy. Return and refund policy of a seller shall be disclosed to the buyer clearly before the transaction is completed by means of assign at the point of purchase.

PART-V

UNFAIR PRACTICES

21. False, deceptive or misleading representation. No person shall make a false, deceptive or misleading representation that---

- a) the products are of a particular kind, standard, quality, grade, quantity, composition, style or model;
- b) the products have particular history or particular previous use;
- c) the services are of a particular kind, standard or quality;
- d) the services are provided - by a person having a requisite skill or qualification or experience;
- e) the products were manufactured, produced, processed or reconditioned at a particular time;
- f) the products or services have any sponsorship, approval, endorsement, performance, characteristics, accessories, uses or benefits;

- g) the products are new or reconditioned or have been in use for a particular period of time only;
- h) the seller or producer of products or provider of service has any sponsorship, approval, endorsement or affiliation;
- i) the products or services are necessary for somebody's a well-being.
- j) concerns the existence, exclusion or effect of any condition, guarantee, right or remedy; and
- k) concern the place of origin of products.

22. Prohibition on bait advertisement. (1) No person shall advertise promotion of services through lottery or attracting the consumers for additional expenditure by way of reward or award in lieu thereof except for the charges for his original product.

- a) does not intend to offer for supply; Or
- b) does not have reasonable grounds for believing that they can be supplied at the price for a period that is, and in quantities that are, reasonable having regard to the nature of the market in which the person carried on business and the nature of the advertisement.

(2) Any person who has advertised products or services for supply at a specified price shall offer such products or services, for supply at that price for a period that is, and in quantities that are reasonable having regard to the nature of the market in which the person carries on business and the nature of the advertisement.

PART-VI

THE POWERS OF THE AUTHORITY

23. Powers of Authority. (1) 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.

(2) The Authority may file a claim for declaring a product defective under section 4, 5, 6, 7, or 8, or service as faulty or defective under section 13 without proof of any damage actually suffered by a consumer but likely to be suffered keeping in view the general standard of that service.

(3) The Authority may file a claim before the Consumer Court for declaring any act on the part of any person as being in contravention to Part IV of this Act without proof of any damage actually suffered but likely to be suffered due to the said contravention.

- (4) The Authority on receipt of a complaint or a

reference from the Consumer Protection Council or on his own motion may hold an inquiry as to defects in products or services or practices which contravene any of the provisions of this Act. No prior notice shall be required to be given to a manufacturer or provider of services for the 'purposes of holding an inquiry.

(5) The Authority, while holding an inquiry, may direct the police or any other officer or Authority of Government to gather such evidence as it deems necessary or to perform function in accordance with the law which have an impact on the inquiry.

(6) The Authority may, delegate it's any Powers conferred on him by or under this Act shall, in relation to such matters and subject to such conditions, if any, as may be specified in the direction, be exercisable also by such Officer or authority subordinate to him or subordinate to Government as may be specified in the direction; and may at any time revoke or vary such a delegation.

Provided that no such delegation shall be deemed to divest the Authority of all or any of his powers, duties or functions and he may if he thinks fit exercise such powers, duties or functions, notwithstanding the fact that he has so delegated them.

(7) Any person aggrieved by the order passed under subsection (1) may file an appeal before Government within thirty days of such order.

24. Powers of Government. (1) Government may, by general or special order and subject to such conditions as may be prescribed, exercise all or any of the powers conferred upon the Authority under this Act except the power of imposition of fine under section 23(1).

(2) Government may, by General or Special order and subject to such conditions may be prescribed delegate its powers to Minister In-charge and Secretary, Supply and Prices Department.

(3) Government by notified order delegate all or any powers of the Authority in relation to such matters and subject to such condition, if any as specified in the notification be exercisable also by such officer subordinate to it and may at any time revoke or vary such delegation.

Provided that no such delegation shall deem to divers the original authority of all or any its power, duties, functions mandated under this Act.

PART-VII

CONSUMER PROTECTION COUNCIL

25. Consumer Protection Council. (1) Government shall set up a Consumer Protection Council in the Province.

(2) Government may set up Consumer Protection

Councils in all districts which shall, report to the Provincial Consumer Protection Council.

(3) The Consumer Protection Councils shall have such other functions as may be designed to them by Government by notification in the official Gazette.

(4) The Provincial Consumer Protection Council shall gather such information and data as may be necessary in order to remove unreasonably dangerous products and faulty and defective services from trade or commerce with the approval provided by Government.

(5) Each Consumer Protection Council shall have an adequate representation of consumers and associations of trade, industry and service, as the case may be, duly registered under the law for the time being in force: provided that the representation of consumers on the Council, other than any *exofficio* members, shall not be less than fifty percent of its total membership.

PART-VIII

DISPOSAL OF CLAIMS AND ESTABLISHMENT OF CONSUMER COURTS

26. Filing of Claims. A claim for damages arising out of contravention of any provisions of this Act shall be filed before a Consumer Court set up under this Act.

27. Establishment of Consumer Courts. (1) Government shall, by notification, establish one or more separate Consumer Courts in each District to exercise jurisdiction and powers under this Act.

(2) A Consumer Court shall be presided over by a Judicial Magistrate.

(3) The terms and conditions of service of Judicial Magistrate appointed under sub-section, (2) shall be such as may be prescribed.

28. Jurisdiction of Consumer Courts. Subject to the provisions of this Act, the Consumer Court shall have jurisdiction to entertain complaints within the local limits of whose jurisdiction-

- (a) the defendant or each of the defendants, where there are more than one, at the time of filling of the claim, actually and voluntarily resides or carries on business or personally works for gain; or
- (b) any of the difference where there are more than one, at the time of the filling of the claim, actually and voluntarily resides, or carries on business, or personally works for gain: provided that in such a case the permission is granted by the Consumer Court or the defendants who do not reside, or carry on business, or personally work for gain, as the case may be, acquiesce in such institution; or

(c) the cause of action wholly or in part arises.

29. Settlement of Claims. (1) A consumer who has suffered damage, or Authority in other cases, shall, by written notice, call upon a manufacturer or provider of services that a product or service is defective or faulty, or the conduct of the manufacturer if service provider is in contravention of the provisions of this Act and he should remedy the defects or give damages where the consumer has suffered damage, or cease to contravene the provisions of this Act.

(2) The manufacturer or service provider shall within fifteen days of the receipts of the notice, reply, thereto.

(3) No claim shall be entertained by a Consumer Court unless the consumer or the Authority has given notice under sub-section: (1) and provided proof that the notice was duly delivered but manufacturer or service provider has not responded thereto.

(4) A claim by the consumer or the Authority shall be filed within thirty days of the arising of the cause of action:

Provided that the Consumer Court, having jurisdiction to hear the claim, may allow a claim to be filed after thirty days within such time as it may allow if it is satisfied that there was sufficient cause for not filing the complaint within the specified period:

Provided further that such extension shall not be allowed beyond a period of sixty days from the expiry of the warranty or guarantee period specified by the manufacturer or service provider and if no period is specified one year from the date of purchase of the products or providing of service.

30. Settlement at pretrial stage. Any party to the dispute may, ~~at the pre-trial stage,~~³[at any stage of trial] make a firm written offer of settlement stating the amount offered for settlement and if the offer is accepted by the opposing party, the ~~Consumer Council-~~⁴[Consumer Court] shall pass an order in terms of the settlement:

Provided that notwithstanding anything constrained in any other law for the time being in force, the party refusing the offer of settlement it shall pay actual costs of litigation including lawyer's fees in case the final order of the Consumer Court is passed against that party.

Provided further that the Court's approval regarding settlement shall be required in the following matters:-

- i. claims of a minor;
- ii. claims of a legally incapacitated person; and
- iii. claims involving collective rights.

31. Procedure on receipts or complaint. (1) The Consumer Court shall, on receipt of claim if it relates to any products-

- a) forward a copy of the claim to the defendant mentioned in the claim directing him to file his written statement within a period of fifteen days or such extended period not

³ Words Subs. by Sindh Act No. XXIX of 2023 S. 3 dated 11th August, 2023

⁴ Words Subs. by Sindh Act No. XXIX of 2023 S. 3 dated 11th August, 2023

exceeding fifteen days;

- b) where the defendant, on receipt of claim referred to him under clause (a), denies or disputes the allegations contained in the claim, or omits or fails to present his case within the time specified, as the case may be, the Consumer Court shall proceed to settle the consumer dispute in the manner specified hereafter;
- c) where the claimant alleges that products are defective and do not conform to the accepted industry standards, the Consumer Court may decide the dispute on the evidence relating to the accepted industry standard and by inviting expert evidence in this regard;
- d) where the dispute cannot be determined without proper analysis or test of products, the Consumer Court shall obtain sample of the products from the complainant, seal it and authenticate it in the manner prescribed and refer the sample to a laboratory along with a direction to make analysis or test; whichever may be necessary, with a view to finding out if such products suffer from any defect and to report its finding to the Consumer Court within a period of thirty days of the receipt of the reference or within such period as may be extended, not exceeding fifteen days by the Consumer Court; and
- e) the Consumer Court may require the claimant to deposit to the credit of the Consumer Court such fees as may be specified, for payment to the laboratory for carrying out the necessary analysis or test and the fee so deposited by the claimant shall be payable by the defendant if the test or analysis support the version of the claimant.

(2) The Consumer Court shall, if the claim relates to any services:-

(a) forward a copy of such claim to the defendant directing him to file his written statement within a period of fifteen days of such extended period not exceeding fifteen days as may be granted by the Consumer Court; and

(b) on receipt of the written statement of the defendant if any, under clause (a), proceed to settle the dispute on the basis of evidence produced by both the parties:

Provided that if the defendant does not deny or dispute the allegations made in the complaint or fails to present his case within the specified period, the dispute shall be settled on the basis of the evidence brought by the claimant.

(3) For the purposes of this section, the Consumer Court shall have the same powers as are vested in Civil Court under the Code of Civil Procedure, 1908 (Act V of 1908), while trying a suit, in respect of the following matters, namely:-

(a) the summoning and enforcing attendance of

any defendant or witness and examining him on oath;

- (b) the discovery and production of any material object which may be produced as evidence.
- (c) the receiving of evidence or affidavits;
- (d) issuing of any commission for the examination of any matter; or
- (e) any other matter which may be prescribed;

(4) Every proceeding before the Consumer Court shall be deemed to be a judicial proceeding within the meaning of sections 193 and 228 of the Pakistan Penal Code, 1860 (Act XLV of 1860) and section 195 and Chapter XXXV of the Code of Criminal Procedure, 1898 (Act V of 1898):

Provided that the personal presence of the claimant before the Consumer Court shall not be required till the defendant has put up appearance before it.

(5) The Consumer Court shall decide the claim within six months after the service of summons on the respondent.

32. Order of Consumer Court. If, after the proceedings conducted under this Act, the Consumer Court is satisfied that the products complained against suffer from any of the defects specified in the claim or that any or all of the allegations contained in the claim about the service provided are true, it shall issue an order to the defendant directing him to take one or more of the following action; namely:-

- a) to remove defect from the products in question;
- b) to replace the products with new products description which shall be from any defect;
- c) to return to claimant the price or, as the case may be, the charges paid by the claimant;
- d) to do such other things as may be necessary for adequate and proper compliance with the requirements of this Act;
- e) to pay reasonable compensation to the consumer for any loss suffered by him due to the negligence of the defendant;
- f) to award damage where appropriate;
- g) to award actual costs including lawyer's fees incurred on the legal proceedings;
- h) to recall the product from trade or commerce;

- i) to confiscate or destroy the defective product;
- j) to remedy the defect in such period as may be deemed fit; or
- k) to cease to provide the defective or faulty service until it achieves the required standard.

33. Penalties. (1) Where a manufacturer fails to perform or in any way infringes the liabilities provide 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.

(2) Where a defendant or, the claimant fails or omits to comply with any order made by the Consumer Court, such defendant or the claimant shall be punishable with imprisonment for a term not less than one month which may extend to three years, or with fine not less than fifty thousand rupees which may extend to two hundred thousand rupees or with both.

34. Appeal. Any person aggrieved by any final order of the Consumer Court may file an appeal in the ~~Sindh High Court~~⁵ [District and Sessions Court] within 30 days of such order.

35. Finality of order. Every order of the Consumer Court, if no appeal has been preferred against such order under the provision of this Act, shall become final.

36. Dismissal of frivolous or vexatious claims. Where a claim is found to be frivolous or vexatious, the Consumer Court shall dismiss the claim and impose fine on the claimant upto an amount not exceeding ten thousand rupees for having willfully instituted a false claim and shall award appropriate compensation to the defendant from the amount of fine so realized.

PART-IX

MISCELLANEOUS

37. Aid to the Consumer Court. All agencies of Government shall act in aid of the Consumer Court in the performance of its functions under this Act.

38. Immunity. No suit, prosecution or other legal proceedings shall lie against any functionary under this Act, acting under the direction of the ~~Consumer Council~~⁶ [Consumer Court] or Government for anything which is in good faith done or intended to be done under this Act.

39. Power to make rules. Government may, by notification in the official Gazette, make rules for carrying out the purposes of this Act.

⁵ Words Subs. by Sindh Act No. XXIX of 2023 S. 4 11th August, 2023

⁶ Words Subs. by Sindh Act No. XXIX of 2023 S. 3 dated 11th August, 2023

40. Power to remove difficulties. If any difficulty arises in giving; or effect to any of the provisions of this Act, Government may make such order, not inconsistent with the provisions of this Act, as may appear to it to be necessary or expedient for removing such difficulty.

**BY ORDER OF THE SPEAKER
PROVINCIAL ASSEMBLY OF SINDH**

**G.M.UMAR FAROOOQ
SECRETARY
PROVINCIAL ASSEMBLY OF SINDH**





**GOVERNMENT OF SINDH AGRICULTURE, SUPPLY & PRICES
DEPARTMENT**

Karachi dated, the 26th January – 2017

NOTIFICATION

No.SO/(C)/AS&PD/1(5) SCP/2011:- in exercise of the powers conferred by section 39 of the Sindh Consumer Protection Act 2014, (Sindh Act XVII of 2015), the Government of Sindh are pleased to make the following rules namely:-

1. SHORT TITLE AND COMMENCEMENT.

- (1) These rules may be called the Sindh Consumer Protection Rules 2017.
- (2) These rules shall come into force at once.

2. DEFINITIONS.

- (1) In these rules, unless the subject otherwise requires-
 - (a) “Act” means the Sindh Consumer Protection Act, 2014;
 - (b) “Court” means the Consumer Protection Court established under section 27 of the Act.
 - (c) “Defendant” means a person or an entity against whom a claim has been filed under the Act or who has been accused of any contravention of the provisions of Act.
 - (d) “District Council” means a District Consumer Protection Council established under the Act: and
 - (e) “Inspector” means an Inspector appointed or authorized by Authority to perform such functions and exercise such power as may be assigned to him by it: and
 - (f) “Provincial Council” means the Provincial Consumer Protection Council set up under Rule 19.
- (2) The words and expressions used but not defined in these rules shall have the same meaning as assigned to them in the Act.

3. COMPLAINTS PRIVATE PERSON TO THE AUTHORITY.

- (1) A person may file a complaint for violation of sections 11, 16, 18 and 19 of the Act, to the Authority which shall inquire into substance of the complaint and collect such evidence as it deems necessary.
- (2) A police officer or any other officer or authority of Government shall assist the Authority in collection of information or evidence.
- (3) If the Authority is satisfied that sufficient materials is available to prove any violation of the provisions of sections 11, 16, 18 and 19 of the Act, it shall issue notice to the defendant and afford him an opportunity of being heard before passing an order

in this behalf.

(4) If the notice has been served upon the defendant and he fails to appear before the Authority, the Authority may proceed ex-parte and impose fine on the defendant on the basis of materials available on the record.

4. CASES TO BE INQUIRED INTO BY AUTHORITY.

(1) The Authority, on receipt of a complaint or reference from the Provincial Council or on its own motion, may hold an inquiry as to defect in a product or services or practices which contravene any of the provisions of the Act.

(2) No prior notice shall be required to be given to a manufacturer or provider of services for the purposes of holding an inquiry, but the Authority may give notice, if it deems appropriate.

(3) In an inquiry, the Authority may follow such procedure as it deems appropriate in the peculiar facts and circumstances of a case.

5. PROCEDURE IN CASE OF DEFECTIVE PRODUCTS.

(1) If the Authority is enquiring about the existence of a defective product, it shall examine the following aspects of the product:-

- (a) has the manufacturer set some standards with regard to the product;
- (b) does the product adhere to an express warranty; and
- (c) is the product defective due to any other cause.

(2) In determining whether the product adheres to manufacturer's specifications or warranty, the Authority may rely on the statement of an expert analyst or a panel of expert analysis.

(3) In determining whether a product is defective due to any other cause, the Authority shall consider any defect in design or defect because of inadequate warning in accordance with sections 6 or 7 of the Act.

6. PROCEDURE IN CASE OF DEFECTIVE SERVICES.

(1) if the Authority is enquiring about the existence of a defective service, it shall examine the following aspects of services:-

- (a) is the provision of services subject to statutory or professional standards;
 - (b) does the services carry an express warranty;
 - (c) is the equipment used by the service provider of satisfactory standards and quality;
- and
- (d) does the service provider possess adequate capacity and qualifications to

deliver the services.

(2) In determining whether a service is defective because of lack of adherence to any professional or statutory standards or otherwise, the Authority may rely on the evidence of an expert or a panel of experts.

7. PROOF OF MANUFACTURE BY THE AUTHORITY.

(1) If a manufacturer disowns the product or is likely to disown the product or when situation so requires, the Authority may direct as inspector to obtain a sample of the product.

(2) The inspector, when so directed, shall obtain three samples of the product from market in the presence of two persons and shall place a mark and seal on each sample.

(3) The persons present and the person from whom a sample is taken shall sign and put the thumb impression on the samples.

(4) The Authority, in case the cost of the product is high may require only one sample to be taken.

(5) The Inspector shall send the sealed sample or samples to a laboratory or warehouse as directed by the Authority.

(6) The manufacturer or the distributor or the retailer shall provide sample to the Inspector and in case of refusal, the Inspector may seek the help of police or any other appropriate authority to obtain the sample.

(8) The Inspector shall, if possible, pay the market price of the sample.

(9) The Authority or Council shall bear the cost of buying, sealing, and mailing of a sample and shall pay the fee for examination of sample.

8. SUPPORT TO AUTHORITY IN COLLECTION OF EVIDENCE.

(1) All Government authorities shall provide such support and information to the Authority as it may require.

(2) If the Authority requires certain information from a person, he shall provide the same in writing within a specified period.

(3) The Authority may request the Court for issuance of search warrants for authorizing an Inspector, police officer or any other functionary of Government to enter and search any premises for the purpose of collection of evidence stating in writing the nature of the evidence and the reasons to believe that such evidence is available at the premises.

(4) If the Authority apprehends that the evidence is likely to be destroyed

during the course of issuance of search warrants by the Court, it may issue the search warrants stating in writing the reasons for doing so and submit a report to Presiding Officer of the Consumer Court in this regard, at the earliest.

(5) The Inspector or police officer shall provide a copy of the search warrant issued by the Court to the person in occupation of the premises or paste the copy of search warrant in a conspicuous place where the person in occupation of the premises is either unavailable or unwilling to accept service.

9. ORDER OF THE AUTHORITY.

The Authority shall sign the order, date it and may direct that the same shall be communicated to any person free of charge.

10. APPEAL AGAINST THE ORDER OF THE AUTHORITY.

(1) Any person aggrieved from an order of the Authority, passed under section 23(1) of the Act, may, within thirty days of the order, present a memorandum of appeal against the order to the Secretary to the Government, Agriculture, Supply and Prices Department, in person or through any other means of communication:

Provided that where the Authority is the Secretary to Government, Agriculture Supply and Prices Department, the aggrieved person shall prefer an appeal for review:

(2) The Secretary to Government, Agriculture Supply and Prices Department may, on receipt of memorandum of appeal, review the appeal, call for such record and after perusal of such record and if necessary hearing the person concerned, make such order as deemed fit.

(3) A memorandum of appeal shall be in writing, signed by the appellant and shall set forth concisely the grounds of appeal without any argument or narrative and such grounds shall be numbered consecutively.

(4) A memorandum of appeal shall be accompanied by the certified copy of the order of the Authority appealed against and such of the documents as may be required to support the grounds of appeals.

(5) When the appeal is presented after the expiry of the period of limitation as specified in the Act, memorandum of appeal shall be accompanied by an application that he has sufficient cause for not preferring an appeal within the period of limitation.

(6) The appellate authority may exercise all or any of the powers of the Authority under the Act of the rules.

(7) The appellate authority shall sign and date the order and may direct that the

order shall be communicated to any person free of charge.

11. CLAIMS ON BEHALF OF THE PUBLIC.

(1) If as a result of the inquiry, the Authority is satisfied that a contravention of the Act has taken place interest is affected or likely to be affected, the Authority shall give notice to the manufacturer or provider of services as required under section 29(1) of the Act to remedy the defects and to pay damages where loss has already been caused to any consumer.

(2) If the manufacturer or provider of service is unwilling to remedy the defects or pay damages to an aggrieved person, the Authority may file a claim in the Court on behalf of the public.

12. PLACE OF SITTING ETC.

(1) The Court shall be located at the headquarters of the District and where the Government decides to establish a Court having jurisdiction over more than one District, it shall notify the place of sitting and jurisdiction of the Court.

(2) Government shall specify the official seal and emblem of the Court.

(3) Government shall appoint such staff as many be necessary to assist the Court in its day to day work and performance of such other functions as are provided under these rules.

13. FORM OF CLAIM.

(1) A consumer or Authority may file a claim in the Court by submitting an application and a person well conversant with the facts of the claim shall sign and verify the contents of the application on solemn affirmation or on oath.

(2) The application shall contain precise particulars of the claimant, defendant, brief facts giving rise to the cause of action and the relief which the claimant seeks from the Court.

(3) The claimant shall append with the claim, all documentary evidence in support of his claim including notice under section 29(1) of the Act, proof of delivery of notice and reply of the notice, if any.

(4) An aggrieved person, the Authority or an authorized agent shall submit a claim in the Court, in person or through any means of communication.

(5) The Court shall not entertain any anonymous or pseudonymous claim.

14. DEFENCE ETC.

(1) The Court shall follow the procedure contained in section 31 of the Act after the receipt of the claim.

(2) If the defendant admits the allegation made by the claimant, the Court shall decide the claim on the basis of the merit of the case and documents available on the record.

(3) If during the proceedings conducted under section 31, the Court fixes a date for hearing of the parties, the claimant and defendant or their authorized agents shall appear before the Court on such date of hearing or any other date to which hearing is adjourned.

(4) If the claimant or his authorized agent fails to appear before the Court on such day, the Court may dismiss the claim for default, decide it on merit or adjourn it.

(5) If the defendant fails to appear on the day of hearing the Court may decide the claim ex-parte on the basis of documents available on the record or adjourn it.

(6) The Court may exercise the powers of a civil court under the Code of Civil Procedure 1908 (XX of 1908) for setting aside an ex-parte order or restoration of a claim dismissed in default.

(7) The Court may, on the reasonable grounds at any stage, adjourn the hearing of the claim as such but not more than one adjournment shall ordinarily be given and the claim should be decided as far as possible within one hundred and eighty days from the date of notice received by the defendant.

15. ANALYSIS OF THE PRODUCT.

(1) The Court may direct the claimant to provide more than one sample of the product.

(2) If a sample has been sent to a laboratory by the Court, the laboratory shall send a copy of a final report along with method of analysis or test used, to the Court, the claimant and the defendant.

(3) If any of the party disputes the correctness of the findings or the method of analysis of the laboratory, it shall submit its objections in writing to the Court within fifteen days of receipt of the report.

16. PROOF OF MANUFACTURE BY THE COURT.

(1) The Court may direct an Inspector or an officer of the Court to obtain a sample of the product complained against, when the defendant disowns the product.

(2) The Inspector shall obtain three samples of the product from market in the

presence of two persons, place a mark and seal on each sample.

(3) The persons present and the person from whom a sample is taken shall sign and put the thumb impression on the samples.

(4) The Court may, if the cost of the product is high, require only one sample to be taken. (5) The Court may direct that the Inspector shall send the samples to a laboratory or warehouse.

(6) The manufacturer, distributor or the retailer shall provide samples to the inspector and in case of refusal, the Inspector may seek the help of police or any other appropriate authority to obtain samples.

(7) If possible, the Inspector shall pay the market price of the samples.

(8) The claimant shall bear the cost of buying, sealing, mailing samples and laboratory fees.

17. ORDER OF THE COURT.-

The Presiding Officer of the Court shall sign the order, date it and may direct that the same shall be communicated to the parties free of charge.

18. APPEAL AGAINST THE ORDER OF THE COURT.-

(1) Any person aggrieved by the final order of the Court may, within thirty days of the passing of the order, file an appeal in the Sindh High Court in accordance with Rules of Procedure of the Sindh High Court.

(2) A memorandum of appeal shall be accompanied by the certified copy of the order of the Court appealed against and such of the documents as may be required to support the grounds of appeal.

(3) When the appeal is presented after the expiry of the period of limitation as specified in section 34 of the Act, the memorandum of appeal shall be accompanied by an application that he has sufficient cause for not preferring the appeal within the period of limitation.

(4) The Sindh High Court may exercise all or any of the powers of the Court under the Act or the rules, in respect of the appeal pending before it.

19. CONSTITUTION OF THE PROVINCIAL COUNCIL.-

(1) Government shall, by notification in the official gazette, set up Provincial Council in the Province of Sindh, which shall consist of the Chairman and officials as well non-official members as follows:-

1. Director General **Chairperson**
Bureau of Supply & Prices
Government of Sindh.

OFFICIAL MEMBERS

2. Commissioner of Karachi Division **Member**
3. Representative from Industries Department **Member**
4. Representative from Food Department **Member**
5. Representative from Labor Department **Member**
6. Representative from Health Department **Member**
7. Representative from Agriculture Department **Member**
8. Director, Bureau of Supply & Prices or **(Member/Secretary)**

NON-OFFICIAL MEMBERS

9. President, Karachi Chamber of Commerce and Industry **Member**
10. Four persons to be nominated by Government **Member**
who have worked in the area of consumer protection and industrial standards and who are not public officials or elected representatives.
11. Heads of four non-profit organizations **Members**
dealing with consumer protection to be nominated by Government preferably certified by the Pakistan Centre for Philanthropy, Islamabad;
12. Four female social workers to be nominated **Members**
by Government.

(2) A non-official member, other than the President Chamber of Commerce and Industry, shall hold office for a period of three years and shall be eligible for re-

appointment.

(3) The Council may co-opt any other person as member including a representative of the Pakistan Standard and Quality Control Authority but such member shall not have right to vote in the meeting of the Provincial Council.

(4) The Secretary of the Provincial Council may, with the approval of the Chairperson, call a meeting of the Provincial Council.

(5) Half of the total membership shall constitute the quorum for a meeting of the Council, a fraction being counted as one.

(6) The Chairperson shall preside a meeting of the Provincial Council and in his absence, the members present shall elect the number to preside the meeting.

(7) The decision of the Provincial Council shall be taken by majority of votes and in case of tie, the Presiding Member shall have casting vote.

(8) If a vacancy is caused by resignation or removal of a non-official member, Government shall fill the vacancy by fresh appointment within thirty days of the occurring of such a vacancy.

20. TERMS AND CONDITIONS OF MEMBERSHIP.

(1) A member of the Council shall not take part in any proceedings of the Provincial Council if he has any interest which is or may be in conflict with the interest of the Provincial Council.

(2) No person shall be appointed as non-official member if he has been convicted of any office involving moral turpitude or has been held to be liable in a proceeding under the Act.

(3) No person shall be appointed as a non-official member, or remain in office, if he is or has become physically or mentally incapable of performing his functions.

(4) A non-official member may resign by addressing a resignation under his hand to
Government.

(5) Government may, for the reasons to be recorded in writing, remove a non-official member during his tenure as member.

21. FUNCTIONS OF THE COUNCIL.

The Provincial Council shall -

- (i) gather such information and data as may be necessary in order to remove defective products and services from trade or commerce

- and submit reference to the Authority;
- (ii) examine the work being done by the District Councils and ensure that the District Councils are performing functions in accordance with the Act, rules and instructions of Government, issued from time to time.
 - (iii) review the reforms proposed by the District Councils, assess the feasibility for implementation of the reforms and suggest improvements;
 - (iv) advise Government and Authority on matters relating to protection of consumers;
 - (v) increase awareness about consumer protection issues;
 - (vi) issue information booklets on standards of products and services in different areas of Pakistan and some selected areas of the world;
 - (vii) establish and manage a laboratory for carrying out tests of the products or equipment of the services; and
 - (viii) set guidelines and standards for the laboratories managed, recognized or registered by the Council.

22. CONSTITUTION OF THE DISTRICT COUNCILS:-

(1) Government may by notification in the official gazette, set up a District Council in each District.

(2) A District Council shall comprise of Chairman and official as well as non-official members, which shall consist of the following:-

1. Deputy Commissioner of concerned District Chairman

OFFICIAL MEMBERS

2. Assistant Controller
Weights & Measures
Government of Sindh; Member
3. Representative from
Industries Department; Member
4. Assistant Director
Bureau of Supply & Prices
Government of Sindh; (Member / Secretary)

NON-OFFICIAL MEMBERS

- | | | |
|----|--|---------|
| 5. | Head of the District Chamber of Commerce & Industry; | Member |
| 6. | Three prominent citizens to be nominated by the Deputy Commissioner; | Members |
| 7. | Two female Social Workers to be nominated by the District Officer Social Welfare Department; | Members |

(3) A non-official member may resign by submitting his resignation to the Chairperson of the District Council.

(4) If a non-official member fails to attend three consecutive meetings without obtaining leave of absence from the Chairperson of the District Council, such member shall cease to be the member of the District Council.

(5) The Secretary of the District Council may, with the approval of the Chairperson, call a meeting of the District Council.

(6) Six members shall constitute the quorum for a meeting of the District Council and the Chairperson shall preside a meeting of the District Council.

(7) A member of the District Council shall not take part in any proceedings of the District Council if he has any interest which is or may be in conflict with the interest of the District Council.

(8) A non-official member, other than the head of the local Chamber of Commerce and Industry, shall hold office for a period of three years and shall be eligible for re-appointment.

(9) Government may on the recommendation of the Chairperson of the District Council and for the reason to be recorded in writing, remove a non-official member of the District Council during his tenure as member.

23. FUNCTIONS OF THE DISTRICT COUNCILS.

The District Council shall,

- (i) recommend reform to the Authority through the Provincial Council for furthering the object and purposes of the Act and rules made there under;
- (ii) create awareness among consumers against the marketing of products which are hazardous to life and property;
- (iii) provide information an access to information regarding products

- and services available in the District to the consumer;
- (iv) create awareness among public regarding access to products and services, and protection from any unfair, illegal or dangerous practices prevalent in the market;
 - (v) assist in the exchange of information, views and recommendations between manufacturers, suppliers, consumers and Government;
 - (vi) perform any other function as directed by the Government or the Council;
- and
- (vii) assist the council in removing defective products and services from the market.

24. REGISTRATION AND CATEGORIZATION OF LABORATORIES.

- (1) The Provincial Council may register a Laboratory for conducting test of product equipment.
- (2) The Provincial Council may recognize a Laboratory for the purposes of test of product or equipment.
- (3) The Provincial Council may categorize specific laboratories to carry out any one or more categories of test based on specialized capacity of the laboratory and its proposed cost for carrying out the analysis.
- (4) The Provincial Council may, for the reasons to be recorded in writing de-register or de-recognizes a laboratory.

25. PUBLIC DISCLOSURE.

After pronouncement of the final order by the court, the Council shall obtain a copy of the order and provide easy access of information to the consumers relating to product and services.

(DR. SAEED AHMED MANGREJO)
SECRETARY
AGRICULTURE, SUPPLY &
PRICES DEPARTMENT

A copy is forwarded the Secretary Law Department, Government of Sindh with the request to send it for publication in the next issue of the Sindh Government Gazette, under intimation to this Department

