

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

JM 26 of 2025

DATE	ORDER WITH SIGNATURE OF JUDGE(S)
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- 1. For orders on CMA No.3631/2025.
- 2. For orders on CMA No.3632/2025.

03.11.2025

Mr. Ayaz Ali, advocate for the applicant.
Mr. Muhammad Anas Makhdoom, advocate and Mr. Ahmed Farhaj, advocate for the respondent.

1. Granted. 2. These proceedings have been initiated for enforcement of foreign award¹ per section 6 of the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act 2011 (“Act”). This joint application has been filed per sections 3 and 6 of the Act read with Order XXIII Rule 3 CPC seeking a consent decree upon terms as stated therein. Per learned counsel, since the application has been jointly preferred, therefore, no notice is required. Reliance is placed upon order in the *Trafigura Case*² to demonstrate precedent for grant of this application in the manner sought.

The terms and conditions sought to be recognized and enforced by the respective parties are as follows:

- A. That the Arbitration Award dated 28.03.2024 bearing ICA Reference No.A01 2023 39 shall be recognized as a ‘foreign arbitral award’ in terms of the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Act, 2011 (the ‘Foreign Arbitral Award’) and the parties shall procure a Decree in the said context based on this settlement from the High Court of Sindh at Karachi.
- B. That a Decree will be drawn up in terms that in full and final settlement and discharge of the Foreign Arbitral Award the Respondent shall pay the Applicant a sum of USD 250,000/- (United States Dollar Two Hundred & Fifty Thousand Only) (the “Settlement Amount”) as per the following schedule:
 - i. A sum of USD 10,000/- (United States Dollar Ten Thousand Only) has already been paid as down payment receipt of which is duly acknowledged by the Applicant.
 - ii. A sum of USD 90,000/- (United States Dollar Ninety Thousand Only) shall be paid on or before the 31st of December, 2025.
 - iii. From January – December, 2026 a sum of USD 12,500/- (United States Dollar Twelve Thousand and Five Hundred Only) shall be paid per month on or before the last day of the month (totaling United States Dollar One Hundred & Fifty Thousand Only).

¹ Final Award dated 28.03.2024 made by the International Cotton Association Limited in favor of the Applicant and against the Respondent.

² Per *Muhammad Junaid Ghaffar CJ* in *Trafigura PTE Limited vs. Cynergico PK Limited*; order dated 05.06.2025.

Both Parties shall take all steps necessary to procure that all payments are received and duly acknowledged.

- C. That upon receipt by the Applicant of the Settlement Amount in terms of the Decree, the Applicant will procure that the Respondent and its associated companies placed on the default list of the International Cotton Association Limited as a result of the Foreign Arbitral Award are removed. The Applicant will, at the relevant time, promptly make a request to the International Cotton Association seeking the removal of the name of the Respondent from the list of defaulters and make all efforts to have the same accepted as soon as possible.
- D. That if the Respondent defaults in complying with any of its above obligations this settlement shall be rendered null and void and the Applicant shall be entitled to enforce the Foreign Arbitral Award for its full amount less any amounts paid by the Respondent pursuant to this settlement by way of enforcement / execution proceedings of the Decree obtained in terms hereof before the High Court of Sindh at Karachi.
- E. That the Respondent shall withdraw the Suit No.10444 of 2025 filed by it against the Applicant and its agent before the learned Senior Civil Judge-VIII, Karachi (South).

These terms are contained in the memorandum of application and the same has been duly signed by the authorized representatives of the parties and their respective learned counsel. An affidavit in support has been filed by each authorized representative of the parties.

Therefore, there appears to be no impediment to the grant of this application and the same is hereby allowed. As a consequence hereof the Award is recognized as binding and enforceable; the terms recorded supra are treated as judgment, executable as a decree of this Court; and this JM stands disposed of. Office is instructed to prepare a decree accordingly.

Judge