

**ORDER SHEET**  
**HIGH COURT OF SINDH, CIRCUIT COURT HYDERABAD**

**Civil Revision Application No.162 of 2025**

DATE	ORDER WITH SIGNATURE OF JUDGE(S)
	1. For order on C.M.A No.2719/2025 (U/A) 2. For order on C.M.A No.2721/2025 (Exemption) 3. For order on C.M.A No.2722/2025 (41 R 5) 4. For hearing of main case

**27.11.2025**

Mr.Aijaz Hussain Jatoi, Advocate for the applicant  
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1. Granted.

2to4. Applicant Muhammad Asif has challenged the Order dated 16.10.2025, passed by the learned VI-Additional District Judge, Hyderabad in Summary Suit No.52/2025. The applicant is aggrieved by the interim order of the Court, whereby he was granted conditional leave to defend on the ground that he would submit surety in the sum of Rs.5 Million. Counsel for the applicant contended that there was a business relationship between the parties; however, he had registered an FIR No.29/2025 in relation to the cheque in question and therefore the presentation of the cheque was malafide on the part of the plaintiff. He further contended that the cheque in question drawn on Bank-Al-Falah Ltd, Cheque # 44005482 in the sum of Rs.5,000,000'- was presented three times and the reason assigned for dishonourment was that the company rubber stamp did not match. Thus the VI-Additional District Judge in the facts and circumstances of the case should have granted "unconditional" leave to defend.

Heard counsel for the applicant. A perusal of the documents available on record discloses that the Bnak Al-Falah cheque in question, which was dishonoured, is date-stamped 15.01.2025 (as available on Page-59). Thereafter, it appears that the plaintiff made three attempts to present the cheque for encashment (as available on Page-61). The first attempt was on 31.01.2025, when the said cheque was returned on the ground that the company rubber stamp differed. Thereafter, on 04.02.2025, the plaintiff

made yet another attempt, when once again Faysal Bank Ltd. submitted in its memo that the company rubber stamp differed. Finally, on 14.02.2025, which was the last time the cheque was presented to the bank for encashment, the memo recorded that the reason for dishonourment was insufficient funds in the drawer's account. It was on this ground that the cheque was dishonoured.

Applicant's next contention that an FIR No.29/2025, was filed concerning the cheque in question does not inspire confidence. The copy of the FIR No.29/2025, is available on Page-71 of the application and it is not understood how an FIR registered on 09.03.2025 can come to the rescue of applicant/defendant in a summary suit. The cheque in question was presented on 31.01.2025 and thus it is evident that the applicant attempted FIR was a counter-blast and by the time the FIR was registered the cheque in question had already been presented twice to the bank.

In the facts and circumstances, no case is made out for any intervention in the interim order passed by the learned VI-Additional District Judge, Hyderabad, which, at the end of the day, is a discretionary relief and no plausible defence is made out in the facts and circumstances of the case to waive the condition of furnishing of solvent surety. It is clarified that none of the observations made by me in this order, which is for the sole purpose of deciding the impugned interim order of conditional leave, shall be taken into consideration by the trial Court at the time of final adjudication of Summary Suit No.52/2025, which suit should be decided independently on its own merits.

Learned counsel for the appellant has requested that the operation of this Order may be stayed so as to enable the applicant to file an appeal against the same, therefore, the operation of this Order for ten (10) days is hereby stayed.

Given the above, the Revision application is **dismissed** in the above terms.

**JUDGE**