

ORDER SHEET
IN THE HIGH COURT OF SINDH BENCH AT SUKKUR

Civil Revision Application No.S-181 of 2026
Civil Revision Application No.S-182 of 2026

Date	Order with signature of Judge
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- 1. For hearing of main case.
- 2. For hearing of CMA No.1165/2026.

28.09.2026

Mr. Muhammad Suleman Kalhor, Advocate for Applicant.
Mr. Qurban Ali Memon, Advocate for Opponent.

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Gist of the arguments of learned counsel for the Applicant is that conditional leave to defend is granted to present Applicant, whereas other Respondents were granted unconditional leave to defend. Learned Counsel for the Applicant argues that cheque was for a guarantee as mentioned in para No.5 of the plaint. He further states that ordinary suit should have been filed if at all there is some grievance and not the summary suit.

2. Mr. Qurban Ali Memon, Advocate has filed Vakalatnama on behalf of Respondent same is taken on record. Made submissions, supported the impugned Order, inter alia, that fraud is played upon the Respondent/ Plaintiff.

3. Arguments heard, record perused.

4. The fact that unconditional leave has been granted to the other defendants does not, by itself, require the same order to be passed in favour of the present Applicant. The position of each defendant has to be considered in the light of his connection with the negotiable instrument and the defence raised by him. In **National Security Insurance**

Company Limited and others v. Hoechst Pakistan Limited and others (1992 SCMR 718), the Hon'ble Supreme Court, while dealing with different defendants in the same summary proceedings, maintained conditional leave in respect of the defendants connected with the negotiable instruments and permitted the guarantor, who had not executed the negotiable instruments, to defend the suit unconditionally under the ordinary procedure. The Hon'ble Supreme Court held that the order granting conditional leave to the defendants connected with the instruments was **"legal and proper."**

5. Undisputedly, both the disputed cheques, in these Civil Revisions, are issued by the Applicant as drawer. Apparently unconditional leave to defend was granted to other Defendants because they are not drawer of the cheque, whereas present Applicant is. The impugned Order is partially modified, to the extent that present Applicant will furnish security or solvent surety for an amount of Rs.10,00,000/- (Rupees One Million) each in both the summary suits No.5 and 6 of 2026. It is clarified that against the other defendants, proceeding will continue as an ordinary suit before the Court of competent Jurisdiction.

6. Both these Civil Revisions are **disposed of** in the above terms.

JUDGE