

ORDER SHEET  
IN THE HIGH COURT OF SINDH, KARACHI  
**Suit No.1683 of 2017**

---

Date	Order with Signature of Judge
------	-------------------------------

---

Present: **Mr. Justice Nazar Akbar**

Plaintiff : OPI Gas (Pvt.) Limited  
through M/s. Tariq Bashir and  
Akhtar Ali Memon, advocates

Defendant No.1 : United Energy Pakistan Limited.

Defendant No.2 : Bow Energy Resources (Pakistan) SRL  
through  
M/s. Ali Almani, Samiur Rehman and  
Ghulam Hussain Shah, advocates

Defendant No.3 : Oil and Gas Regulatory Authority  
through  
Mr. Asim Iqbal & Farmanullah, advocates.

Defendant No.4 : Federation of Pakistan through D.G Gas  
Ministry of Petroleum and Natural  
Resources.

Defendant No.5 : Federation of Pakistan through Secretary  
Ministry of Petroleum and Natural  
Resources.

Date of hearing : 03.08.2017

Decided on : 10.08.2017

**JUDGMENT**

**NAZAR AKBAR, J.** The Plaintiff has filed this suit on **12.7.2017** to permanently restrain Defendant Nos.1 & 2 from selling their 75% share of LPG being produced at Mirpurkhas and Khipro Blocks (MKK Blocks) for two years by auction. The Plaintiffs have shown their grievance on receiving an email from the Senior Commercial Advisor of Defendant No.1 in this regard. The Plaintiffs claim to be in the business of selling the entire share of the Defendants No.1 & 2 in the LPG from MKK Blocks since its inception under various agreements. However, the last of the series

of sale agreement entered into by and between the Plaintiffs and Defendants No.1 & 2 is dated **01.7.2016** and on completion of one year terms on **31.7.2017** it stand terminated. Therefore, before termination of their agreement, the Plaintiff on **12.7.2017** filed the instant suit and on **14.7.2017** on an urgent application, this Court has passed the following orders.

In the above prayer on the one hand he claimed that the defendants No.1 be restrained from conducting the auction in which he is ready to participate and at the same time he wants that the supply of LPG from Mirpur Khas and Khipro blocks as per the sale purchase agreement dated **01.7.2016** should be continued through the plaintiff. He claimed that he has made investments of billions of rupees, therefore, he is the rightful person to be awarded this contract. This is not the domain of the Court to determine suitability of any person for award of a contract before auction which should be examined by the relevant authorities in accordance with their requirement and the procedure of conducting the auction while accepting the highest bid. The defendants being working interest owners are *prima-facie* within their right to sale LPG through the auction, if they have the authority to enter in the sale and purchase agreement with the plaintiff which is time bound, the defendants, for their legitimate benefits and in the larger interest of transparency are free to award future contract of sale of LPG through auction.

Be that as it may, since the plaintiffs are participating in the bidding process and they have a contractual right to continue to supply LPG under the written agreement till **31.7.2017**, I intend to issue notice to the defendants for **27.7.2017** to hear their point of view. However, no final decision on the auction be taken by the defendants till **27.7.2017**. This observation is only till 27.7.2017.

2. On **25.7.2017** the Defendants No.1 & 2 on service of summons filed counter affidavit to the injunction application and supplied copies to the Plaintiff. Alongwith counter affidavit, they have also filed an application under **Section 4** of the **Arbitration Agreements & Foreign Arbitral Awards Act, 2011** to stay the proceedings of the suit and to refer the Plaintiff to the arbitrators.

3. On **27.7.2017** the case could not be proceeded at length since a senior counsel has died and the Court work was suspended. However, by consent following arrangement were ordered to be made for continuity of supply of LPG from MKK Blocks through the Plaintiffs pending the application for interim injunction.

It was suggested that pending this application the plaintiff from **01.8.2017** may be allowed to lift the LPG from the resources of defendants No.1 and 2 at the rate offered by the highest bidder subject to the other mechanism of pricing as per Rules. Learned counsel for defendants No.1 and 2 has sought time to seek instructions from his clients. Both the learned counsel, therefore, have filed joint statement in Court which reads:-

*An amount of Rs.5605/= per metric ton above the monthly published price of LPG which would be the average of the price declared by PARCO and OGDCL from time to time. The above price is based upon the highest bid received by the defendants No.1 & 2.*

This arrangement is temporary pending this application. Adjourned to **02.8.2017**.

4. On **02.8.2017** comprehensive arguments were advanced by the Plaintiff for seeking interim orders. However, it was ultimately agreed by the parties that this being suit for permanent injunction, it may be disposed of after hearing of the parties since the issue raised by the Plaintiffs did not require evidence. Therefore, on **02.8.2017** following orders were passed.

After arguing at some length learned counsel for the Plaintiff has relied on the judgment reported as **1994 CLC 1126** for an interim injunction on the ground that the Plaintiffs have made huge investment in developing the network for the supply of LPG to the end consumer. However, since this is a case in which only permanent injunction has been sought, in my humble view, the order of injunction would almost dispose of the suit either way. Interim orders of such nature which are almost final order have been

deprecatated by the Superior Court. Parties have conceded that there is no factual controversy in this suit which requires evidence. Therefore, all counsel have agreed to the proposition that this case may be finally disposed of after hearing them. The issue for final disposal of the suit jointly proposed by the learned counsel is as follows:-

“Whether the Plaintiff company has acquired vested right to the supply of the entire share of LPG from Mirpurkhas and Khipro Blocks owned by the Defendants No.1 & 2 and therefore permanently restrained them from selling it by bidding or any other means to any third party.”

By consent adjourned to **03.08.2017**.

5. The brief undisputed facts of the case are that the Plaintiffs are in the business of supply of LPG owned by Defendants No.1 & 2 from their **MKK Blocks** under an agreement which was initially for 05 years from 01.01.2008 to 31.12.2012. This agreement has been extended from time to time and the commencement date of the last such agreement (annexure-G) is **01.7.2016** and it stand terminated on **31.7.2017** on completion of one year as stipulated in **clause 2.2** of the said agreement. The Plaintiffs claim that they have spent almost 12 years with the defendants and by means of their huge investment they have developed a network to supply the LPG of Defendants No.1 & 2 to the far flung areas in Pakistan. The Plaintiffs alongwith their affidavit in rejoinder have filed even list of distributors of LPG. According to the learned counsel all this investment was meant to facilitate the Defendants who are required to ensure “*the supply of LPG to large number of user*” and therefore, it is a matter of public importance as observation by the Hon’ble Supreme Court in famous Human Rights case bearing CP No.05 of 2011 popularly known as **JVL case**. The Plaintiffs had annexed copy of the said judgment of Hon’ble Supreme Court as annexure-I available at page 205 and their counsel has repeatedly

referred to **para-38** of the said judgment at page 243. The relevant para-38 from the judgment is reproduced below:-

As noted above, people all over the country who cannot obtain natural gas rely on supply of LPG for many of their needs. **The supply of LPG to a very large number of users, including those living in far-flung areas is a matter of public importance impacting their 'life' as defined by this Court. Such supply, therefore, needs to continue unabated.** This much has been accepted by the parties before us. In fact it was the contention of counsel on behalf of JJVL that **the Implementation Agreement should not be terminated because LPG is so important to the people of Pakistan; and that termination of the said agreement would result in a highly detrimental disruption in the supply of LPG to a large body of consumers.** Six LPG marketing companies who receive LPG from JJVL were also heard. Their counsel also emphatically stressed the importance of the continued supply of LPG to such consumers. These marketing companies do not have any privity of contract with SSGCL nor can they lawfully insist on supply of LPG to them in the event the Implementation Agreement comes to an end, but their submissions as to continued delivery of LPG to the end consumer have been taken into account by us. (Emphasis provided).

The learned counsel for the Plaintiff has relied on the above observation of the Hon'ble Supreme Court to show importance of continuity of supply of LPG and claims that in case the Plaintiffs are excluded from the business and if it is handed over to somebody else through the bidding, it would result in the disruption of supply of LPG to the common man.

6. Learned counsel for the Plaintiff has also contented that Defendants No.1 & 2 by selling the LPG through auction are violating Government LPG (Production and Distribution). **Policy Guidelines, 2013** as well as current policy i.e Policy issued in **2016**. He has referred to para **3.4** in both Policy Guidelines of 2013 and 2016 to impress upon the Court that the auction of LPG will adversely affect the LPG pricing to be regulated by OGRA and

it would burden end consumer and therefore such conduct of Defendant No.1 & 2 is also contrary to the observation of Hon'ble Supreme Court in the judgment reproduced above. His contention was that the LPG pricing has to be determined by the OGRA with the approval of Federal Government and in support of his contention he has drawn my attention to page 253 annexure J/1 dated 8.6.2016. It is Federal Government directive to the OGRA, (Defendant No.3), regarding pricing of LPG for the current month (June 2017) in terms of policy guideline 2016. According to the learned counsel the pricing mechanism will be disturbed by the auction of LPG and therefore, it is against the policy.

7. Learned counsel in the background of his relationship with Defendants No.1 & 2 spreading over 10 years claim that the huge investment of the Plaintiff in the business of supply of LPG is one of the major factors to grant permanent injunction. He has relied on **1994 CLC 728** and I have already referred it in the order dated **2.8.2017** quoted above. In the last line of the said citation, where the Hon'ble Court has observed that "**none of my observations would be considered when the suit is being finally decided**" prompted me to examine the possibility of passing a final decision instead of any interim order and therefore by consent of all the counsel this suit was listed for final disposal next day as stated in para-4 above. However, when the learned counsel for the Plaintiff was required to address the Court on the Plaintiffs "**vested right**" to sell the LPG product of Defendants No.1 & 2 and permanently restrain them from selling it to any third party by auction or otherwise, he referred to the concept of implied terms in contracts. He has relied on the following discussion by Chitty on Contract (13<sup>th</sup> edition) page 56-57 from Volume.1 General Principles.

1-076 **Express and implied contracts.** Contracts may be either express or implied. The difference is not one of legal effect but simply of the way in which the consent of the parties is manifested. Contracts are express when their terms are stated in words by the parties. They are often said to be implied when their terms are not so stated, as, for example, when a passenger is permitted to board a bus: from the conduct of the parties the law implies a promise by the passenger to pay the fare, and a promise by the operator of the bus to carry him safely to his destination. There may also be an implied contract when the parties make an express contract to last for a fixed term, and continue to act as though the contract still bound them after the term has expired. In such a case the court may infer that the parties have agreed to renew the express contract for another term. Express and implied contracts are both contracts in the true sense of the terms, for they both arise from the agreement of the parties, though in one case the agreement is manifested in words and in the other case by conduct. Since, as we have seen, agreement is not a mental state but an act, an inference from conduct, and since many of the terms of an express contract are often implied, it follows that the distinction between express and implied contracts has little importance. However:

“One distinction exists. . . in relation to the case with which an express or implied contract may be established where there is an express agreement on essentials of sufficient certainty to be enforceable, an intention to create legal relations may commonly be assumed. It is otherwise when the case is that a contract should be implied from the parties’ conduct. It is then for the party asserting a contract to show the necessity for implying it.”

After referring to the above quoted passage from Chitty on Contract, learned counsel has also relied on **AIR 1978 SUPREME COURT 798 & AIR 2006 SUPREME COURT 40** (relevant page 47 para-36), then to show an implied contract of Plaintiffs with the Defendants, the learned counsel has referred to **clause 2.2** in the first contract between the Plaintiff and Defendants No.1 & 2 dated 01.01.2008 at page 161. It reads:-

2.2 This Agreement shall be effective for an initial term of **five year** from the commencement date and shall automatically be renewed each year for one year unless earlier terminated by the Seller under Article-17 of this Agreement.

Learned counsel explains that since the initial contract was for a period of five (05) years, the Plaintiffs were under the impression that it would continue even after five and it did, therefore, the continuity of relations for over 10 years gives an impression that the Defendants had “impliedly agreed” to renew it.

8. Learned counsel for Defendants No.1 & 2 has contended that the Defendants being sole proprietors / owners of a specified share of LPG produced at MKK Blocks having purchased under a contract from the Federation of Pakistan are within their lawful rights to sell LPG to whoever pays maximum price or even to whom they may like irrespective of even price. As to the relevancy of the judgment of the Hon’ble Supreme Court in JJVL, learned counsel contended that the said judgment has no relevancy with the present controversy raised by the Plaintiff through the present suit. In JJVL case parties before the Hon’ble Court were not disputing any contractual obligation between them rather the Hon’ble Supreme Court in exercise of *suo moto* jurisdiction under **Article 184(3)** of the constitution has examined the legality of the process of award of “implementation agreement” by the Government for supply of LPG through JJVL. The Hon’ble Supreme Court held that it was in violation of bidding process and that there were other irregularity on the part of the State functionaries which were considered by the Supreme Court to be adverse to the interest of the end users, the public at large. And this is not the case of the Plaintiff before this Court against Defendants No.1 & 2.

9. His main contention is that once the agreement between the Plaintiff and Defendants No.1 & 2 has expired, there is no preivity of contract which may bind the Defendants to continue to sell their



LPG product to the Plaintiffs. He has categorically stated at the bar that Government LPG Policy has not been violated by the Defendants and he assures that the supply of LPG to the end consumers will continue uninterrupted and the concerns shown the Hon'ble Supreme Court in para-38 of its famous judgment in JJVL case will be respected by the Defendants. He further contended that auction of LPG is not in violation of LPG (Production and Distribution) Policy 2016 since the Regulators, i.e the Defendant No.3 is already before this Court and they have no objections to the sale of LPG produce at MKK Blocks by auction. He has lastly contended that no vested right has been accrued to the Plaintiff to permanently restrain the Defendants from doing the business of selling LPG share owned by them.

10. To meet the contention of the learned counsel for the Plaintiff that the investment of Plaintiff in the business has created any "vested right" in the sale of the property / product owned by the Defendants, learned counsel for Defendants No.1 & 2 has drawn my attention to Section 202 of the Contract Act, 1872 and Section 21(d) and 56(1) of the Specific Relief Act, 1877. Learned counsel has referred to **clause-2** of the agreement between Plaintiff and Defendants No.1 & 2 dated **01.08.2016** and **clause-16**. These two clauses are unambiguous terms of "period of contract" and termination of agreement between the Defendants and the Plaintiff. He has contended that in presence of the clear term of an agreement whereby the Plaintiffs were aware that the relationship of the Plaintiff with the Defendants was limited for a period of one year and that there were even other conditions for terminating the agreement by the Defendants, the Plaintiffs' impression that there

was any “implied contract” with reference to the continuity of the agreement of supply of LPG through the Plaintiff has no basis. The agreement between the Defendants and the Plaintiffs has already expired, the Plaintiffs have no right to be enforced through the Court. Learned counsel for Defendants No.1 & 2 has relied on the following case law and I will quote relevant passages only from the two citations:-

- i. Bank Alfalah Ltd., ..Vs.. NEU Multiplex and Entertainment Square Company (Pvt) Ltd., **2015 Y L R 2141 (2147)**
- ii. Royal Foreign Company ..Vs.. The Civil Aviation Authority and another **1998 CLC 374 (381)**
- iii. Messrs World Wide Trading Co. ..Vs.. Sanyo Electric Trading Co. Ltd., and another **(P L D 1986 Karachi 234 (244) para-18)**

18. Mr. Liaquat Merchant has stressed much on the huge investments made by the plaintiffs in the business of the alleged agency. It appears that the plaintiff has also included the alleged huge amounts in the investments made by its associate concerns, which are not co-plaintiffs in the suit, in relation to setting up of manufacturing/assembling unit of Air Conditioners/ Refrigerators, which admittedly are the subject-matter of two other agreements and have nothing to do with the alleged agency. However, I am afraid, **the mere investment does ring no bell unless the interest which is allegedly involved fulfils the condition that it forms part of the subject-matter of the contract as provided in section 202 of the Contract Act.** After all, the plaintiff had to make certain investments in the business, for example, on hiring the shops/offices at several places, setting up of a service centre, employing staff etc., if it is to acquire sole selling rights of the products of defendant No. 1, to the exclusion of all others, but such investment does not necessarily fall within the scope of "interest" as mentioned in the said section.

- iv. Messrs Universal Business Equipment (Pvt) Ltd., ..VS.. Messrs Kokusai Commerce Inc. and othes **1995 M L D 384 (389-C and 390-D)**

The mere reference to previous agreement, therefore, will not prima facie render the notice of termination invalid, when there is- solitary subsisting contract

between the parties, and the language of the termination letter is in accordance with that agreement and no other contract existed between the parties.

As already pointed out above, the Agreement is initially for a period of three years and is renewed automatically on year-to-year basis, unless terminated. The contract between the parties is, therefore, revocable in nature.

Under clause (d) of section 21 of the Specific Relief Act (I of 1877), contract being revocable cannot be specifically enforced and clause (f) of section 56 of the said Act provides that injunction cannot be granted to prevent the breach of a contract, the performance of which would not be specifically enforced. In view of the above, the injunction sought by the plaintiff is not warranted.

In all these cases request for interim injunction merely on the ground that the Plaintiffs have made investment in the business during contract period with the Defendants has been turned down by different Courts.

11. It is indeed an admitted fact that the Plaintiffs have purchased LPG from the Defendants, which the Plaintiffs have further sold through their network to the individual consumer spreading all over Pakistan. As has been observed by various Courts in the case law relied upon by the learned counsel for the Defendants, I am also of the view that such investment were needs of the Plaintiffs themselves to carry on the business of sale / supply of LPG they have acquired under a sale purchase agreement from Defendants No.1 & 2 to the end consumers to earn profit. This investment has not created any vested right in their favour in the LPG itself as it belong to Defendants No.1 & 2 both prior to the sale purchase contract and immediately on termination of the sale purchase contract between the Plaintiffs and the Defendants. The theory of huge investment in the business by a

trader / businessman by any stretch of imagination cannot be considered as an investment to acquire any rights whatsoever in the product/property, which is owned the other contracting party beyond the limited extent incorporated in the written sale/purchase agreement. The proprietary rights, in the case in hand, of the LPG produced at MKK Blocks are with Defendants No.1 & 2 and obviously Defendants have also made a huge investment before acquiring its ownership by entering into an agreement with the Government of Pakistan for making the LPG available with them (the Defendants) to sell it to the Plaintiffs or for that matter to anyone they like. The Plaintiffs have not contributed any money in the investment of Defendants No.1 & 2 in acquiring the rights in the LPG product from the Government of Pakistan. Similarly once under a sale / purchase agreement the Plaintiff has acquired ownership rights in a "*particular amount*" of LPG on payment of consideration, Defendants No.1 & 2 having lost their authority on the sold LPG and they could have no right to interfere in the distribution network of the Plaintiff nor they can claim any share in the assets of network of distribution developed by the Plaintiff. The Plaintiffs and the Defendants are sailing in the same boat as far as their respective investments are concerned in achieving their goals in the trade and business they have chosen by their freewill. They cannot interfere in each other's freedom of trade guaranteed under **Article 18** of the Constitution of the Islamic Republic of Pakistan, 1973 in the name of having heavily invested in their respective business. The rights and obligations of the either side in a business contract are "common law rights" not "vested rights". To assert a "vested right" in the LPG the Plaintiff is required to show an inalienable right guaranteed by law and not

merely by a private person for temporary benefit under a contract. Both the parties are dealing in one commodity and their right of ownership on the said commodity i.e LPG is controlled by means of written contractual obligation between them for owning it at the relevant time. In the case of Defendants, they have purchased the rights of selling the LPG after following a lawful method of acquiring such rights from the Government of Pakistan and it was not possible without making huge investment. Similarly once they (Defendants) had acquired marketable rights in the LPG as exclusive owner the Plaintiffs have acquired the same commodity and almost similar rights from Defendants No.1 & 2 subject to the terms and conditions. It is pertinent to mention here that if I accept the contention of the learned counsel for the Plaintiff that by virtue of huge investment and 10 years understanding with the Defendants, the Defendants had in fact any “implied contract” with the Plaintiff that the Defendants will not sell the product owned by them to anyone else then it would not be a case of enforcement of a right under an “implied contract”, it would amount to practically transferring the rights of Defendant No.1 & 2 as **working interest owners** in the MKK Blocks of LPG to the Plaintiff and obviously such was not and cannot be the purpose and even “implied” intention behind the agreement. The Plaintiff from the contents of the agreement and or the conduct of the Defendants has failed to show “necessity for implying” anything to curtail exclusive ownership rights of Defendants No.1 & 2 in the LPG produced at MKK Blocks.

12. The crux of the above discussion is that the Plaintiffs have not been able to demonstrate any “vested right” to acquire right of supply of LPG produced from MKK Blocks to the exclusion of any

other competitor. An order permanently restraining the Defendants or even imposition of any condition on Defendants No.1 & 2 on the sale of the LPG from MKK Blocks would amount to infringe their freedom to conduct a lawful business guaranteed under **Article 18** of the Constitution.

13. Before concluding, it is necessary to mention here that nowadays lawyers have developed a practice of placing on record several documents which they do not even refer during the course of arguments or otherwise such documents are not part of their own record needed in support of their pleadings to give an impression to the Court that they have filed a very important case which requires immediate attention. They do not mind in placing on record with their pleadings even bare Acts and Rules and even reported or unreported judgments as annexures. This practice is against the basic principles of pleadings to be filed in Court, therefore, just as reminder I feel I am under an obligation to draw the attention of learned counsel for both sides to the following basic principle of pleading from Civil Procedure Code 1908:-

## **ORDER VI**

### **PLEADINGS GENERALLY**

2. **Pleading to state material facts and not evidence.**-- Every pleading shall contain, and contain only a statement in a concise form of the material facts on which the party pleading relies for his claim or defence as the case may be, but not the evidence by which they are to be proved, and shall, when necessary, be divided into paragraphs, numbered consecutively. Dates, sums and numbers shall be expressed in a pleading in figures.
3. . . . .
4. **Particulars to be given where necessary**-- In all cases in which the party pleading relies on any misrepresentation, fraud, breach of trust, default, or undue influence, and in all other cases in which particulars may be necessary beyond such as are

- 5. ....
- 6. ....
- 7. ....
- 8. ....

**9. Effect of document to be stated.--** Wherever the contents of any document are material, it shall be sufficient in any pleading to state the effect thereof as briefly as possible, without setting out the whole or any part thereof, unless the precise words of the document or any part thereof are material.

The emphasis of law makers was on “material facts” and “to state the effect” of material document in the pleadings. 95% of the documents filed by both the side were not in respect of “material facts” and documents were not at all containing material needed to be referred to. The pleadings of the suit in hand has **918** pages and learned counsel from the either side have referred to hardly 10 pages during the course of their arguments. The plaint was accompanied with the memorandum of association of the Plaintiff, a Private Limited Company, spreading over more than **80 pages** as **annexure-E**. The LPG (Production & Distribution) Policy 2016 was also annexed as **annexure-H** and even photocopy of a reported judgment of Hon’ble Supreme Court as **annexure-I** spreading over 23 pages were filed. In addition to **283 pages** with plaint, the Plaintiffs with Rejoinder Affidavit have also placed on record additional **250 pages** comprising **(i)** again one more copy of LPG Policy of 2016; **(ii)** comprehensive auditor report with financial statement of accounts; and **(iii)** Distributors Data as if it was a suit for redemption of account and partition of a business concern. Defendants No.1 & 2 have also surprised the Court when they annexed even bare Act of 2011 namely the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) **Act, 2011** as annexure-A to their application under **Section 4** of

the said act in addition to more than **450 pages** of counter affidavit. In their counter affidavits, Defendants No.1 & 2 have also annexed copy of Rules called the LPG (Production and Distribution) **Rule 2001**, their own agreements with the Government of Pakistan to acquire the ownership rights in the LPG at MKK Blocks and power of attorneys of employee who executed the said agreements with the Government spreading over **400 pages** though their status and the said agreements were not challenged by the Plaintiffs.

I hope the learned counsel and other legal practitioner in future would stop the practice of filing frivolous documents with their pleadings and strictly follow the law quoted above and shall be as brief as possible to save the time of Court and their own. However, since I am not very optimistic, therefore, I direct the Addl. Registrar (O.S) to ensure that no Bare Act, or Rules and copy of reported or even unreported judgment of Superior Court shall be allowed to be filed with pleading of the parties. The Addl. Registrar must examine each and every document and if any undisputed voluminous document like memorandum of Article of Association and undisputed title documents of either party or any other unwarranted documents are placed on record, he should raise objection and direct the parties to remove the same from the Court file and if office objection is not complied, the Court will impose cost of Rs.1000/- per page found unnecessarily annexed with the pleadings by the parties concerned. It is further noted that neither the Plaintiff nor Defendants have provided an index to the voluminous pleadings filed by them. The Addl. Registrar is further directed to ensure that he shall not accept any pleading, (plaint, written statement and affidavits / counter affidavit) accompanied



with several document unless it is accompanied by list of documents duly marked with page numbers even in the most urgent circumstances.

In view of the above facts and discussion, the suit is dismissed with no order as to cost.

Karachi  
Dated:10-08-2017

**JUDGE**

*SM*