

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

Suit No.589 of 2017

Date

Order with signature of Judge

- 1.For orders on CMA No.12111/2017.
- 2.For orders on CMA No.12112/2017.
- 3.For orders on CMA No.12113/2017.

31.08.2017

Plaintiff Muhammad Abid present alongwith his
counsel Rana Azam-ul-Hassan, Advocate.
Abdul Wahab, Attorney/real son of the
Defendant No.1 present alongwith
Mr. Rehman Aziz Maik, Advocate for Defendant No.1.

1-3. This is a suit for specific performance of contract and permanent injunction in relation to the agreement to sell dated 08.02.2017 available at page 37 of the court file. On 13.04.2017, the court ordered the plaintiff to deposit on his own undertaking the balance sale consideration amount within fifteen (15) days. On the backside of the order the Nazir report shows that the plaintiff deposited Rs.240,000,000/- through pay orders and the same was cleared and lying with the Nazir vide C.L. No.5137. One endorsement of Nazir is also available at the bottom of the order which shows that he issued the cheque of the same amount to the National Saving Centre, Karachi. During pendency of this suit the plaintiff and defendant No.1 have settled some modalities to resolve the dispute and moved CMA No.12112/2017 under Order 23 Rule 3 CPC for

recording their compromise. The defendant No.1 is being represented by her attorney Abdul Wahab who is also real son of the defendant No.1. The learned counsel has shown the original general power of attorney duly attested by the Consular Attaché, High Commission of Pakistan in London. In paragraph 13 of the indenture, the defendant No.1 has given power to compromise/withdraw/compound any cause. Copy of power of attorney is taken on record. Since the parties have settled certain terms and conditions more particularly embodied in the compromise application, therefore, the suit is decreed in terms of the compromise application. So far as the suit against the defendant Nos.2 to 5 is concerned, it is dismissed as withdrawn. The learned counsel for the plaintiff also does not press CMA No.12113/2017 which is dismissed as not pressed. It is clarified that in clause d of the compromise application the plaintiff and the defendant No.1 agreed that the amount lying with the Nazir will be refunded back to the plaintiff, therefore, if the amount was invested the Nazir shall also return the amount alongwith the profit accrued thereon.

Judge

Asif