

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI
Suit No.2651 of 2016

Date

Order with signature of Judge

- 1.For orders on CMA No.15619/2017.
- 2.For orders on CMA No.15620/2017.

13.11.2017

Syed Haider Imam Rizvi, Advocate for the Plaintiff
a/w M/s. Jamal Bukhari & Abdul Rauf, Advocates
Plaintiff's Attorney Waqas Ali present.
Mr. Salman Mirza, Advocate for the Defendants.
Defendant No.2 Taimur Shah/Attorney of Defendant
No.1 present.

1. Counsel for the plaintiff has moved the urgent application which is allowed.

2. This is a suit for specific performance, mandatory and prohibitory injunction. The plaintiff is engaged in the textile industry business as a sole proprietor and carrying on its business under the name and style of Al-Zohaib Textile. His attorney Waqas Ali is present in court who had also verified the plaint on behalf of the plaintiff. The original power of attorney is available at page 387 and in clause 6 he has been authorized to enter into compromise with the defendant. The defendant No.1 is called absent but her attorney Taimur Shah is present. The original special power of attorney has been seen and returned, whereas the photocopy has been retained in the file. In clause 3 the

attorney Taimur Shah is authorized to settle all disputes and file compromise application. In paragraph 2 of the plaint it is stated that the defendant No.1 and 2 are fashion designers and they claim to be partners in defendant No.3. Today, counsel for the plaintiff has also filed an application under Order 23 Rule 3 CPC for recording compromise. The application has been duly signed by the plaintiff through his attorney, whereas on behalf of defendant Nos.1 and 3 the defendant No.2 as an attorney has signed the compromise application. The application has also been signed by the learned counsel for the plaintiff and defendants. The application is also supported by the affidavits of Waqas Ali, attorney of the plaintiff and Taimur Shah, attorney of the defendant No.1. They have also attached the photocopy of settlement agreement dated 07.11.2017, however, in paragraph 2 (i) some corrections have been made, whereas clauses 11 and 12 of the settlement agreement have been erased by the parties. Consequently, the other paragraphs have been renumbered by them. Since the parties have resolved the dispute, the suit is decreed in terms of the compromise. Office directed to attach the certified true copy of the settlement agreement dated 07.11.2017 with the decree. In compliance of the order dated 06.04.2017, the plaintiff deposited

Rupees Eight Million with the Nazir of this court. The endorsement of the Deputy Nazir dated 05.05.2017 is available at the end of the court order dated 06.04.2017. In paragraph 2 (iii) and (iv) of the settlement agreement, certain modalities have been settled for consumption of this amount by the parties and a request has been made for the release of the amount by the Nazir in view of the terms jotted down by the parties in the agreement. After passing the decree, the Nazir may act upon and if some amount is found liable to be paid in terms of the compromise, the same shall be released to the party entitled to receive the same but after due verification and satisfaction. The Nazir's fee shall be Rs.10,000/- which will be paid by the plaintiff in advance. All the pending applications are also disposed of.

Judge

Asif