

ORDER SHEET  
HIGH COURT OF SINDH AT KARACHI

**Suit No.1120 of 2016**  
**Suit No.848 of 2016**

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DATE ORDER WITH SIGNATURE(S) OF JUDGE(S)  
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**Present**  
**Mr.Justice Muhammad Ali Mazhar**

**M/s.Al-Hira Builders.....v/s.....Zoramin Pvt.Ltd.**

- 1.For hearing of CMA No.7606/2016
- 2.For hearing of CMA No.13273/2016
- 3.For examination of parties/settlement of issues.

**Zoramin Pvt.Ltd.....v/s.....Al-Hira Builders**

For hearing of CMA No.5720/2016

**28-04-2017**

Mr.Ali T. Ibrahim, Advocate for the Plaintiff in Suit No.1120/2016.

Mr.Taimur Mirza, Advocate for the Defendant in Suit No.1120/2016 and for Plaintiff in Suit No.848/2016.

Asad Iqbal, Director Zoramin Pvt. Ltd. (defendant) present in person.

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**Muhammad Ali Mazhar,J:** This is an application under Section 20 read with Section 41 of the Arbitration Act, 1940. In the year 2009 the plaintiff and defendant entered into a deed of partnership in which it was mentioned that the party of the first part is the sole and absolute owner of the land bearing Survey No.170, Deh Dozan, Sector 22, Scheme-33, Karachi measuring 1 acres 23 Ghuntas. In this regard some litigation was pending in the High Court and the defendant was found entitled to raise constructions and launch project on the piece of land. In the partnership deed party of the second part

and third part agreed to become investing partners in the said project.

2. In order to launch the project learned counsel for the plaintiff in Suit No.1120/2016 argued that certain steps were taken and relevant documents were handed over to the defendant for seeking departmental NOCs and approval of building plans but no positive efforts were taken which cropped up some dispute between the partners. Learned counsel for the defendant submits that there was some violation on the part of the plaintiff as well and in this regard the defendant also filed Suit No.848/2016 in which MoU dated 12.4.2010 is under challenge and the suit is pending.

3. In the first partnership deed there was a clause No.21 according to which parties agreed that Mr.A.G. Dastagir, Advocate may be appointed as their sole Arbitrator in case of any dispute/differences between the parties relating to the interpretation of the deed and/or any affair/settlement of account or any other matter whatsoever nature. Learned counsel submits that thereafter, parties entered into a Memorandum of Understanding (MoU) in pursuance of the deed of partnership and settled various further terms and conditions but under clause No.27 they have agreed to refer to the dispute to the arbitrator in case of any dispute, however, there was no specific name chosen or opted by the parties for the appointment of arbitrator, therefore, for this reason the plaintiff has filed the application in this court for appointment of arbitrator.

4. Today, both the learned counsel have given a joint statement in writing and agreed that Mr.Arshad Tayabley, Advocate may be appointed their Arbitrator. By

consent Mr.Arshad Tayabley, Advocate is appointed Arbitrator. The parties shall file their claim/reference before the Arbitrator. The learned Arbitrator may decide the fee and communicate to the parties for their agreement. Learned Arbitrator shall conclude the arbitration within the statutory period and file the award in court for further proceedings with advance copy of award to the parties.

5. On appointment of Arbitrator by consent, learned counsel for the defendant on instructions of the Director of the plaintiff in Suit No.848/2016 who is present does not want to proceed further and he requests that the suit may be dismissed as withdrawn.

6. It is clarified that in Suit No.1120/2016 vide order dated 7.5.2015 the parties were directed to maintain status quo that order will continue and remain in field till conclusion of the arbitration proceedings and deliverance of Award by the learned Arbitrator.

7. As a result of above discussion, the Suit Nos.1120/2016 and 848/2016 both are disposed of accordingly along with pending application(s) in the above terms.

Judge

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