

ORDER SHEET  
**IN THE HIGH COURT OF SINDH AT KARACHI**  
**SUIT No. B-42 / 2014**

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DATE ORDER WITH SIGNATURE OF JUDGE

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**Plaintiff:** **Meezan Bank Limited through Mr. Shahzad Aslam Advocate.**

**Defendants:** **Textilers (Pvt.) Limited & others through Mr. Mr. Raja Qasit Nawaz Khan Advocates.**

**Interveners:** **Through Mr. Khawaja Shamsul Islam Advocate.  
Mr. Abdul Aziz Advocate holding brief for  
Mr. Khawaja Naveed Advocate.  
Mr. Rehan Farooqi Advocate.**

- 1) For orders on Official Assignee Reference No. 01/2016.
- 2) For orders on Official Assignee Reference No. 02/2016.
- 3) For orders on Official Assignee Reference No. 03/2017.
- 4) For orders on Official Assignee Reference No. 04/2017.
- 5) For hearing of CMA No. 11183/2016.
- 6) For hearing of CMA No. 8036/2016.
- 7) For hearing of CMA No. 8037/2016.
- 8) For hearing of CMA No. 11007/2014.
- 9) For hearing of CMA No. 12280/2014.

**Date of hearing:** **01.03.2018.**

**Date of order:** **06.03.2018.**

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**Muhammad Junaid Ghaffar, J.** Applications at Serial No.5, 8 & 9 have been filed by the Applicants / Interveners under Order 1 Rule 10 CPC & Section 151 CPC, for either joining them as Defendants and or for issuance of directions for shifting of the pledged / hypothecated goods to any other premises. There are various other applications filed by the Plaintiff bearing CMA Nos. 9531 & 9532 of 2014 and 9772 of 2014 under Section 16 of the Financial Institutions (Recovery of Finances) Ordinance, 2001 ("FIO 2001") which have also been taken up (though not listed) as it is the orders on these various application which is the bone of contention between the parties and it is deemed necessary that they shall also be decided to resolve the controversy in hand.

This is a Suit for Recovery of outstanding amount by sale of pledged / hypothecated assets of the Defendants under Section 9 of the FIO, 2001 and along with this Suit the Plaintiff has filed various applications under Section 16 of the Ordinance *ibid* as stated hereinabove and various orders have been passed by this Court whereby, the pledged / hypothecated assets have been attached initially, and thereafter, even orders for their sale have been passed through Nazir and or Official Assignee. Insofar as the present listed applications are concerned, the grievance of the Interveners is to the effect that the property in question where such pledged / hypothecated assets are lying were rented out to the Defendants and there are no orders for attachment of the property nor there could have been any as admittedly no such property was ever mortgaged, whereas, pursuant to passing of aforesaid orders, security guards have been posted which has even denied access to their property.

Mr. Khawaja Shamsul Islam learned Counsel for the Intervener in CMA No. 11007/2014 has contended that orders dated 6.8.2014 and 11.8.2014 and subsequent orders have seriously prejudiced the interest of the property owners as they have got nothing to do with the controversy in hand. According to the learned Counsel, this Suit was filed in 2014 and till date neither the pledged / hypothecated assets have been sold nor are the Defendants paying rent due to this dispute which has created financial loss to the extent of millions of rupees to his client. Per learned Counsel the utility bills have accrued to an alarming state, whereas, they have been left remediless. Therefore, according to the learned Counsel either they may be joined as Defendants so that they could contest this matter appropriately, or some orders be passed in their favour for removal of goods in question.

Mr. Rehan Farooq learned Counsel for the applicant in CMA No. 11183/2016 has contended that insofar as the property owned by the Applicant in this matter is concerned, even ejectment proceedings have been decided in favour of the landlord and orders have also been passed in Execution proceedings, however, due to the orders passed in this Suit neither the possession has been handed over nor any rent is being paid and according to the learned Counsel his client is also remediless as of today. Per learned Counsel the writ of possession issued in favour of the Applicant is meaningless. Learned Counsel has further submitted that the pledged / hypothecated assets are only lying in a very small area of the property in question but due to ambiguous and unclear orders of this Court the entire property of the Applicant has been sealed which has caused loss of millions of rupees and therefore, order be passed for removal of the said assets from the property in question or at least in the alternative they may be kept in one portion and be secured for further proceedings, whereas, the Applicant be permitted to utilize and use the property according to his own needs.

Learned Counsel for the Plaintiff Bank has vehemently opposed all these applications and has contended that similar applications were earlier dismissed vide order dated 19.3.2015, whereas, the Applicants have also sought their independent remedy by filing Suits bearing No. 2378/2014 and 305/2015. Per learned Counsel this is a Banking Suit and there is no relationship between the Bank and the Applicants and therefore, they cannot be joined as parties to these proceedings and in support he has relied upon ***Muhammad Hanif V. NIB Bank Limited and 4 others (2013 CLD 627)***. Learned Counsel has further contended that one of the orders passed in this Suit has been further impugned through a Constitutional Petition which otherwise, is not maintainable

in these proceedings; however, such order has been suspended and the Defendants / Petitioners are not proceeding with such Petition.

Learned Counsel for the Defendants has also opposed these applications and has contended that on 17.03.2016 a consent order was passed by appointing the Official Assignee to take over the goods in question from the Nazir who had earlier prepared inventory and posted guards, whereas, subsequently, again this exercise has been handed over to the Nazir of this Court through order dated 7.3.2017 and therefore, the same has been impugned through Constitutional Petition as the Defendants were remediless. According to the learned Counsel after appointment of Nazir and posting of guards by him, various pledged / hypothecated goods were missing for which the Nazir's office is responsible and for that applications have also been filed for registration of FIR and conduct of inquiry and till such time this has been done, no further proceedings are to take place. Insofar as the premises (i.e. Plot No. E-44, Sector 31-D, P&T Society, Korangi) in question is concerned, to the extent of CMA No. 11183/2016 learned Counsel has consented that since the pledged / hypothecated assets are only in a small area, they may be shifted accordingly and be kept in custody whereas, the other portion of the building may be handed over to the Applicant.

Learned Official Assignee has submitted that initially Nazir was appointed as Receiver and thereafter, vide order dated 7.03.2016 the assignment was given to the Official Assignee and various References have been filed before the Court as according to the learned Official Assignee the Plaintiff is not coming forward to carry out the exercise. He has further submitted that pursuant to order dated 17.03.2017 the exercise has been once again handed over to the Nazir of this Court

whereas, an amount of Rs. 79,000/- approximately is outstanding for salaries of guards against the Plaintiffs.

While exercising the right of rebuttal Mr. Shams learned Counsel for the Applicant in CMA No. 11007/2014 has contended that there is no tenancy agreement between Applicant and the Defendants and they were merely a licensee for a fixed term which term has expired and they have abandoned the property, whereas, in view of orders passed by this Court no other Court would take any cognizance to proceed; therefore, either the Applicant may be joined as a party or at least orders may be passed for shifting the goods to any other warehouse of the Plaintiff's Bank.

I have heard all the learned Counsel and perused the record. The facts have been briefly discussed hereinabove and for the sake of brevity need not be repeated. Along with the Suit initially the Plaintiffs filed CMA Nos. 9531 & 9532/2014 and on 06.08.2014, the following order was passed:-

"06.08.2014.

1. Granted.
- 2-3. Learned Counsel for the Plaintiff says that defendants have defaulted and have abandoned the premises where plants and machineries are lying in respect of which letter of Hypothecation was issued in favour of the Plaintiff through annexure F-1 to the Plaint available at Page 77 to 88. Learned Counsel for the Plaintiff further says that it is apprehended that assets will be removed from the premises if some immediate order is not passed. Let notice be issued to the Defendants. In the mean while defendants are directed not to remove or create third party interest in the goods Hypothecated in favour of the bank and kept in the premises mentioned in these Applications. Nazir is directed to visit the premises mentioned in these applications and prepare inventory and submit his report within one week. Tentatively Nazir fee is fixed as Rs.100,000/- subject to administrative approval of Hon'ble Chief Justice. To come up on 22.08.2014."

The crux of the above order is directions to the Nazir to prepare inventory. Thereafter, immediately within span of four days the Plaintiff filed another CMA bearing No. 9772/2014 and contended that the order passed on 06.08.2014 could not be complied with for various reasons and therefore, further orders be passed. On 11.08.2014 another order was passed, operating Para whereof reads as under:-

“In compliance of earlier order dated 06.08.2014 Nazir shall inspect the site once again and prepare the inventory of hypothecated goods lying in the factory and also prepare an inventory of the machinery in the defendants’ factory. Once the inventory with regard to hypothecated goods and a separate inventory with regard to machinery and stocks are prepared Nazir to put his own lock and seal, post guards at the cost of the plaintiff and submit his report at the earliest. Nazir to start the process without any further delay. If at the time of executing the above order any law and order situation arises or any hindrance is created on the part of any person assistance of area police be obtained and concerned DSP and SHO are directed to provide full protection to the Nazir to carry out the order of the Court and maintain the law and order.”

Through this order Nazir’s Seal and locks were put and security guards were also posted. But this was subject to preparation of a proper Inventory. Subsequently, some Applicants / Interveners came before the Court and filed various applications and on 19.03.2015 one CMA bearing No. 12856/2014 was dismissed on the ground that in this Banking Suit the Applicant cannot be joined as party and may seek appropriate remedy in accordance with law. Similarly, another CMA bearing No. 11008/2014 again filed by some Interveners was also dismissed by observing that ejectment proceedings cannot be granted in this Suit and it was further observed that the property has not been attached and it is only the hypothecated goods lying in the property

which have been secured. The operative part of the order dated 19.03.2015 on this application reads as under:-

“Ejectment proceedings in favour of a landlord cannot be granted in this suit. Learned Counsel has failed to point out any machinery belonging to the applicant on which attachment was ordered. **Order dated 11.8.2014 clearly shows that plot has not been attached in the said order and only hypothecated goods lying in property have been secured only by posting guards at the premises.** In such circumstances I see no merit in this application particularly in view of the fact that learned counsel himself has submitted that he has already filed rent proceedings. This application is therefore dismissed.”

Thereafter, on various occasions certain orders were passed and on 17.03.2016 the following order was passed:-

“In this matter for the recovery of outstanding amount certain machineries and goods have been hypothecated and pledged with are lying available at two different sites. At one site there are three different tenements where these machineries and hypothecated and pledged goods and stock are available. There is yet another site available at Korangi Industrial Area where also other machineries and goods are lying. **It is agreed by all present that Official Assignee be appointed to auction these hypothecated/pledged goods which include machinery and stocks on the basis of inventory already prepared by the Nazir. Order accordingly.** The representative of the Bank and the borrower may assist the Official Assignee if any technical expertise is required. The auction proceedings may be concluded within a period of six weeks. Plaintiff shall deposit entire initial cost which shall be adjusted towards the cost of funds, if granted. The borrower shall have a right of first refusal as to the maximum bid that may come on record. Since the auction is being conducted by the Official Assignee, Nazir is directed to hand over the possession and related documents lying with him to the Official Assignee who on the date of taking over possession shall ensure that the premises seal is intact and under lock and key and entire inventory therein (pledged and hypothecated goods/machinery and stock) are available.”

This was the first order, whereby, sale was ordered before judgment / decree and was passed by consent. It is important to note that all along when these orders were procured and or passed, the

applications of the Plaintiff Bank under s.116 of FIO 2001, were on and off either listed or not, but there was a consensus to the effect that these application are pending and for this reason all such applications of Plaintiff Bank under s.16 FIO 2001, which were not listed, have been heard and are being decided. Again on 26.08.2016 another order was passed which reads as under:-

“It seems that the subject factory premises was sealed after preparation of inventory in terms of order dated 06.08.2014 and 11.08.2014. In terms of order dated 17.03.2016 the Nazir was directed to hand over the subject factory premises along with the machinery to the Official Assignee however while the premises was being handed over it was noticed that premises was neither sealed nor the inventory, as prepared earlier, was available at site. Raja Qasit Nawaz, learned counsel for defendant, submits that it was under exclusive possession of the Nazir whose guards/chowkidars were also appointed/posted and when the premises is being handed over to Official Assignee, and all the articles in terms of the inventory is supposed to be handed over for auction of the pledged/hypothecated assets. Let in this regard Nazir along with Official Assignee visit the premises in question and submit report and clarify as to whether entire machinery and/or assets in terms of the inventory prepared by him earlier are available or otherwise. The report be submitted within one week. Nazir is required to submit a detailed report and be in attendance on the next date.

To come up thereafter.”

On 30.11.2016 the following order was passed:-

“There are apparently two sites where machineries are lying. At one point of time there premises and machineries were with the Nazir of this Court however subsequently learned Official Assignee took over the sites in question and have also prepared the inventory of machineries. However there is some dispute about the contents of machinery which inventory was prepared by the Official Assignee.

Be that as it may, it has now been agreed that whatever the machineries lying at the sites be disposed off after preparing inventory. Order accordingly.

In case learned Official Assignee is of the view that value of the machineries is to be ascertained first, he may appoint any technical expert or evaluator as he deem proper and such fee will be adjusted from

the sale proceeds of the subject machineries, however, this valuation has nothing to do as far as offer of any prospective buyer is concerned.

Insofar as the question of missing of machineries is concerned, list be prepared for the missing machineries and equipment's regarding which appropriate orders shall be passed.

The sale proclamation be issued preferably within four weeks mentioning the list of machineries likely to be disposed off through the auction proceedings. Report be submitted within ten weeks."

And finally on 07.03.2017 the following order was passed:-

"In this matter originally M/s. Joseph & Logo was appointed for the preparation of inventory of the machineries of pledged/hypothecated assets. In terms of order dated 17.3.2016 Nazir was directed to hand over the subject factory premises along with the machineries to the Official Assignee and at the time of handing over possession it was noticed by the Official Assignee that the premises was neither sealed nor the inventory as prepared earlier is available at the site. Perhaps the defendant who were not interested at the relevant time of handing over possession it was noticed by the Official Assignee that the premises was neither sealed nor the inventory as prepared earlier is available at the site. Perhaps the defendant who were not interested at the relevant time in disposing of the property may have taken certain steps in this regard however the issue of break opening of the seal is yet to be finally ascertained. At present the issue of sale of pledged stock/hypothecate assets is to be dealt with.

Mr. Arshad Tayably submits that let the remaining assets be disposed of by the Nazir as it was entrusted to him earlier and the Official Assignee be released from conducting such affairs of auction. Raja Qasit Nawaz has objected to this shifting as in his view it was the Nazir who was responsible for such affairs. Nazir is however required to submit detailed report in this regard and in the meantime the Nazir who was originally entrusted with the task of preparation of inventory of the hypothecated and pledged goods may take possession of the same lying in both the premise sand common sale proclamation of the assets be issued. This process should not take more than four weeks. At the time of sale/auction of the assets, the inventory earlier prepared be compared with the auctioned machinery."

Perusal of the aforesaid order reflects that time and again orders have been passed firstly for attachment of the pledged /hypothecated

goods and thereafter on 17.3.2016 an order has been passed for selling the property in question by consent. Thereafter, certain objections were raised by the Defendants on the discrepancy in the inventory prepared initially and thereafter, as allegedly theft was committed and therefore, the assignment was handed over to the learned Official Assignee. Thereafter, another order was passed on 07.03.2017 and due to this dispute it was again entrusted to the Nazir of this Court. It is informed that such order (i.e. order of 7.3.2017 only) has been impugned by the Defendants in Petition No. 2102/2017 and as informed (no copy supplied) the said order of 07.03.2017 has been suspended. It is very unfortunate that all along in the last 3½ years only applications under Section 16 of the FIO, 2001 and or order 1 Rule 10 CPC have been taken up and pressed upon by respective Counsel but the entire order sheet reflects that at no occasion the Counsel for the Plaintiff has ever requested the Court to take up the Leave to Defend Application first and decide the matter expeditiously and summarily as is mandated under the FIO, 2001. The entire interest of the Plaintiff has been to get the pledged / hypothecated assets sold before any judgment and decree could be passed and this conduct on the part of the Plaintiff and Defendants has created this situation whereby, the actual owners of the property in question have time and again come before this Court seeking appropriate orders for shifting of the goods (at the most) to some warehouse so that they can use their property for their own benefit. It is also very unfortunate that the office has also not made any serious efforts to get the leave to defend application fixed. Perusal of the order sheet reflects that perhaps, the same has never been listed after 16.10.2015 and this has perhaps benefitted the Defendants for such a

long period of time due to inefficiency and slackness on the part of the Plaintiff who is also equally responsible for such unfortunate delay.

Be that as it may, since I am only concerned with the applications mentioned in Para 1 of this order and therefore, need to decide only such applications. Insofar as the applications under Order 1 Rule 10 CPC are concerned, though the Applicants are apparently seriously prejudiced by the controversy in hand between Plaintiff and Defendants and the orders passed on their respective applications; but unfortunately they cannot be made parties to this Suit which is under a Banking jurisdiction and can only proceed between a Financial Institution and a Customer. The Applicants by no means can be termed as customer and therefore, without dilating upon any further I may observe that these applications cannot be granted and ought to be dismissed. However, at the same time it cannot be held that the cause of the Applicants is irremediable, and this Court in the given facts and circumstances is denuded and or divested of all its inherent powers which are to be exercised by the Court in such circumstances within the mandate of the law.

There is one application (CMA No.11183/2016) under Section 151 CPC by the Applicant of one of the properties i.e. Plot No. E-44, Sector 31-D, P&T Society, Korangi, Karachi for which it has been contended that the pledged / hypothecated goods are only covering a 5% of the total area of the property and to which the Defendants have also conceded that they may be kept in a separate portion under lock and key. There are other applications of the Plaintiffs bank under Section 16 on which orders have been passed for attachment and sale of the property in question. The sale orders have not been complied with firstly for the reason that the Defendants have raised objections as to

the actual inventory of the pledged / hypothecated goods as according to them some theft has been committed after the first inventory prepared by the Nazir and on their objections Official Assignee was appointed and thereafter, once again Nazir has been handed over the assignment. One of the orders dated 07.03.2017 has been challenged in a Petition. However, insofar as applications under Section 16 are concerned, recently the Hon'ble Supreme Court in the case of ***Gulistan Textile Mills Ltd. V. Soneri Bank Ltd. (Civil Appeal No. 1447 of 2016)*** through order dated 2.1.2018 has been pleased to hold that a Banking Court while hearing an application under Section 16 of the FIO, 2001 cannot order and direct ***sale*** of any hypothecated and or pledged goods before passing a Judgment and Decree. The relevant observations of the Hon'ble Supreme Court as contained in Para 5 reads as under:-

“In case of a suit for the recovery of any amount through sale of property which has been pledged, hypothecated, etc. in favour of a financial institution as security for finance (*or for or in relation to a finance lease*), Section 16 of the Ordinance empowers a Banking Court to pass an order before judgment, upon an application by the financial institution, to prevent such property from being transferred, alienated, encumbered, wasted or otherwise dealt with in a manner which is likely to impair or prejudice the security in favour of the financial institution or otherwise in the interests of justice. The types of orders that the Banking Court could pass are provided for in Section 16(1) of the Ordinance:- it may (a) **restrain** the customer (*and any other concerned person*) from transferring, alienating, parting with possession or otherwise encumbering, charging, disposing or dealing with the property in any manner; (b) **attach** the property; (c) **transfer possession** of such property to the financial institution; and (d) **appoint one or more Receivers** of such property on such terms and conditions as it may deem fit. Section 16(2) of the Ordinance empowers the Banking Court to pass similar orders to those mentioned in Section 16(1) *ibid* with respect to any property held *benami* in the name of an ostensible owner. Where movable property is concerned, Section 16(3) allows for direct recovery by a financial institution in cases where a customer has obtained property/financing through a finance lease or in those situations where the financial institution has been authorized to recover or take over possession of the property without filing a suit. The relevant

provision for the purposes of the instant case is Section 16(1) of the Ordinance, a plain reading of which makes clear that the Banking Court does not have any power to **sell** goods which are pledged, hypothecated etc. prior to passing of the judgment in a suit for recovery through sale filed by the financial institution. The qualified powers given to the Banking Courts in this respect have been specifically mentioned in parts (a) to (d) of Section 16(1) of the Ordinance which are essentially orders of restraint, attachment, transfer of possession and appointment of Receiver(s).

Section 16 *ibid* can be compared with Section 19 of the Ordinance, which provides for execution of decree and sale. In juxtaposition with Section 16, Section 19(3) has **specifically** used the words **sell/sold** with respect to mortgaged, pledged or hypothecated property in terms of what the financial institution (*with or without the intervention of the Banking Court*) may do for the purposes of total or partial satisfaction of the decree. The use of the word **sell** in this Section [and the failure to use it in section 16 *ibid*] is indicative of the fact that the legislature used such word only where it intended that sale be permitted. Thus the legislature has permitted a financial institution to sell goods only after it has attained a decree in its favour, for total or partial satisfaction thereof. Therefore, we are sanguine in our view that the absence of the words *sale* or *sell* (*or any variant thereof*) coupled with the specificity of the types of orders that a Banking Court can pass under Section 16, speaks to the legislative intent; that sale **not** be permitted during the pendency of a suit for recovery by sale before the Banking Court."

The Hon'ble Supreme Court has now categorically held that the Banking Court does not have any power to sell the goods which are pledged / hypothecated etc. prior to passing of the Judgment and Decree in a Suit for Recovery through sale filed by the Financial Institution and the only powers which are available are contained in Para "a" to "d" of Section 16(1) of the Ordinance, which are in essential orders of restraining, attachment, transfer of possession and appointment of receivers. Therefore, for all practical and legal purposes the applications of the Plaintiff bearing CMA Nos.9531, 9532 & 9772 of 2014 u/s 16 *ibid*, to the extent of **sale** of the pledged / hypothecated assets have become redundant and infructuous. Accordingly all such orders of **sale** have also become meaningless and it is immaterial now as to whether they are in field or not; however, to the extent of **sale** only.

There is one another objection which was raised by the learned Counsel for the Plaintiff Bank that earlier also similar applications were filed under Order 1 Rule 10 CPC by some of the Applicants and they were dismissed therefore, *Res-judicata* will also apply. To that I may observe that now as of today there is a change in the circumstances, inasmuch as during pendency of these proceedings the aforesaid Judgment of the Hon'ble Supreme Court has come into field, whereby, it has been held that a Banking Court cannot order sale of pledged and or hypothecated goods before passing of a judgment and decree. In fact in that very judgment in the case of ***Gulistan Textile Mills Limited*** as above the Hon'ble Supreme Court has also dealt with the issue of *Res-judicata* as in that case also one application was dismissed and subsequently another application was filed. The law settled by the Hon'ble Supreme Court in the aforesaid case is firstly to the effect that if the first application is dismissed without adjudication on merits then this clearly leaves the matter to be decided at a later stage. The second principle is that if the circumstances are such which did not prevail earlier, then the objection of *Res-judicata* cannot be sustained. In view of such position, as admittedly in this matter the circumstances have since changed when the first order of sale was passed, therefore, I am of the view that this objection regarding *Res-judicata* is misconceived and cannot be entertained.

In view of hereinabove facts and circumstances of this case, I deem it expedient in the interest of justice and equity that while applications filed under Order 1 Rule 10 CPC bearing CMA Nos. 11007 & 12280 of 2014 shall be dismissed as not being maintainable, however, the other applications mentioned in Para 1 of this order

(bearing CMA Nos. 9531, 9532 & 9772 of 2014 and 11183/2016) must be disposed of in the following terms:-

- 1) Insofar as the pledged / hypothecated goods on property bearing *Plot No. F-456 S.I.T.E. Karachi* are concerned, they shall be shifted by the Plaintiff Bank on as is where is basis as per the last and final inventory report by the Nazir / Official Assignee at their own cost(s) to their own warehouse and under the supervision of the Official Assignee who shall (after shifting) attach the same, post guards and take all necessary step which may be needed at the cost and expense of the Plaintiff Bank. The Plaintiff Bank shall however be entitled to claim such expenditure from the Sale proceeds and as cost of Suit.
- 2) If, such exercise is not carried out within 30 days as directed then the Plaintiff bank shall be liable to pay rent of the occupied premises to the owner(s) of the property in question on the terms already in field between the owner and the Defendants and or tenants. The Plaintiff Bank shall however be entitled to claim such rent from the Sale proceeds and as cost of Suit.
- 3) Insofar as the pledged / hypothecated goods on property bearing *Plot No. E-44, Sector 31-D, P&T Society, Korangi, Karachi* are concerned, they shall be shifted / kept in one place in the said premises under supervision and lock and key of the Official Assignee until further orders, whereas, the applicant / owner of the property shall be permitted to enjoy his property rights according to law and shall not be interfered and or disturbed by the control of Official Assignee in respect of the pledged / hypothecated goods.
- 4) Insofar as the claim of the Applicants / Interveners in respect of the accrued rent and or utility charges from 2014 till date is concerned, they may seek appropriate remedy in accordance with law and may pursue their Suit(s) already filed.

1 to 4, 6 & 7) Adjourned. Office is directed to fix the Leave to Defend application bearing CMA No. 11622/2014 positively within three weeks and shall explain as to why the Leave to Defend application has not been fixed regularly by the office after 16.10.2015 for which general directions are already in field that in all banking matters the leave to defend application must be fixed on each and every date before the Court.

Dated: 06.03.2018

**J U D G E**

ARSHAD/