

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

**Suit No. 917 of 2003 &
Suit No.918 of 2003**

Date	Order with signature of Judge
------	-------------------------------

For Final hearing/ Arguments.

21.12.2017

None present.

1. Through both the above suits, the plaintiffs have claimed that they have suffered losses in the business as well as reputation. In para-15 of the plaints the plaintiffs have claimed damages of Rs.50 Lac for loss in business and Rs. One Crore for loss of reputation. However, in para-16 of the plaints the plaintiffs have stated that they are entitled for Rs.4,69,53,700/- in each case from the Defendant.

2. I have perused the record and evidence. On examination of plaint, I have noticed that the plaintiff has claimed privity of contract with defendants by virtue of an agreement dated **22.11.1988**. The plaintiff claimed that the defendants have not performed their part of the contract that is to say the development of land on which the plaintiffs were supposed to construct low cost houses. The plaintiff by letter dated 26.8.1990 and letter dated 20.9.1990, requested the defendant to perform their part of the contract. The defendant by letter dated **02.10.1990** informed the plaintiff that due to financial crises the defendants are not in a position to take up development work and it will be possible only when financial position improve. Therefore, at least after this letter from the defendants the cause of action has started but the plaintiff between 2.5.1991 to 13.12.1995 had no correspondence with the defendants and the cause of action was hit by limitation. These suits were filed on **30.11.2002** without

any justification for filing the same after 12 years from 13.12.1995 that is to say from the letter of the defendant dated 2.10.1990 when defendant has refused to perform their part of the contract. The defendant has never responded to any of the letters of the plaintiffs mentioned in para-17 of the plaint and therefore, the limitation of filing of the suit for damages on account of breach of the contract dated **22.11.1988** cannot be considered extended with each letter. This suit even was time barred.

3. I have gone through the evidence too. There is hardly any evidence justify quantum of losses claimed by the plaintiffs. May for this reason nobody is appearing on behalf of the plaintiffs for last 5 years. Last appearance of counsel for the plaintiff was on **7.2.2011**. Both the suits are, therefore dismissed for want of sufficient evidence for the decree.

JUDGE

*A. Gul/PA**

