

**ORDER SHEET  
IN THE HIGH COURT OF SINDH AT KARACHI**

1<sup>st</sup> Appeal No.06 of 2019

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Order with signature of Judge

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Present:

**Mr.Justice Muhammad Ali Mazhar  
Mr.Justice Agha Faisal**

**Tahir Hussain Siddiqui .....Appellant**

**Versus**

**M/s.United Bank Ltd. & others .....Respondents**

**09-10-2019**

Moulvi Iqbal Haider, Advocate for the Appellant.

Mr.Adil Khan Abbasi, Advocate for the Respondent No.1 (United Bank Ltd.)

Mr.Imran Khan, AVP, United Bank Ltd. and Mr. Muhammad Amir Yousuf, Auction Purchaser are present in person.

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**Muhammad Ali Mazhar J.** The order dated 30.8.2019 reflects that the appellant was present in person and he had made one pay order of Rs.2,00,000/- for payment to the Bank and further undertook that he would bring one more pay order of Rs.2,00,000/- on the next date for payment to the Bank and so far as the remaining amount of Rs.4,00,000/- is concerned, he undertook to pay this amount in the month of January, 2020. At that time learned counsel for the Bank requested for time to seek proper instructions and the matter was adjourned for 17.9.2019, when again instead of complying with the order the appellant brought the pay order of Rs.2,00,000/- and one cheque of Rs.100,000/-. Since the compliance was not made by the appellant, therefore, the court was not inclined to accept any pay order and on the request of appellant the matter was adjourned, so that the appellant may comply with the conditions of the order passed on 30.8.2019.

2. Today, Moulvi Iqbal Haider, Advocate for the Appellant stated, upon instructions, the Bank's total liability is

Rs.8,00,000/-, and he requests for 03 days' time for making of the entire payment of Rs.8,00,000/- by the appellant to the Nazir of this court in lump sum. Mr.Adil Khan Abbasi, Advocate for the Respondent No.1 (United Bank Ltd.) has no objection and so far as the Auction Purchaser Muhammad Amir Yousuf is concerned, he submits that he has already deposited Rs.27,50,000/- in the Banking Court and due to settlement between the Bank and the appellant this amount may be returned to him after payment with some profit/markup. At this juncture, learned counsel for Bank also pointed out Order 21 Rule 89 CPC in which the modalities have been provided that in such circumstances for payment to a purchaser, a sum equal to five per cent of the purchase-money. It is a fact that the property has been auctioned but so far the sale has not been confirmed by the Baking Court.

3. In view of the undertaking by the learned counsel for the appellant and the proposal accepted by learned counsel for Bank in presence of Mr. Imran Khan, AVP, United Bank Ltd. this appeal is disposed of, by consent, in the following terms:-

- (1) The appellant shall deposit Rs.800,000/- with the Nazir of this court on or before 15.10.2019.
- (2) In addition to above liability of Bank, the appellant shall also pay Rs.1,37,500/- equivalent to 5% of the amount deposited by the Auction Purchaser, in terms of Order 21 Rule 89 CPC.
- (3) After depositing the aforesaid amount by the appellant the Nazir may release the amount to the respondent No.1 after proper identification and verification. The amount of Rs.1,37,500/- shall be paid to the Auction Purchaser (Respondent No.4) after proper identification and verification.
- (4) After discharge of the liability the respondent No.1 shall redeem the original title documents of the property in

question to the Nazir of Banking Court, for releasing the same in accordance with law.

- (5) After compliance of this order and issuance of certificate by the Nazir for full and final payment, the Banking Court shall also release the amount of Auction Purchaser, which he deposited against the bid amount, on proper identification and verification.
- (6) It is agreed by the learned counsel for the appellant that in case the entire aforesaid amount is not deposited with the Nazir of this court on or before 15.10.2019, the settlement shall be void and the Banking Court shall confirm the sale and execute the decree in accordance with law.
- (7) Interim orders operating herein shall subsist until 15.10.2019, whereupon they shall automatically stand vacated.

This appeal, and pending application/s, are disposed of in terms herein contained.

Judge

Judge

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