

Order Sheet

IN THE HIGH COURT OF SINDH KARACHI

**Suit No. 141 of 2023**

Date	Order with Signature of Judge
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1. For order on CMA No.1736/23 (urgent)
2. For order on CMA No.1737/23 (stay)

**02.02.2023**

Mr. Tariq Hussain, advocate for the plaintiff

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1. Urgency granted.
2. The plaintiff has invoked the jurisdiction of this Court to seek declaration in respect of a contract, consideration of which is only Rs.4 million approximately, as stated. The contract period was only for one year which was executed on 04.08.2022 and the plaintiff has claimed that it is likely to be cancelled by the defendants on the pretext that the periodical payment of above consideration is not made as reflected in the Letter of Acceptance dated 04.08.2022.

When enquired about pecuniary jurisdiction of this Court, learned counsel submits that the contract was executed for one year and consideration was approximately Rs.4 million payable in installment, however, he has claimed damages to the tune of Rs.100 million as against principle claim of Rs.4 million. I am afraid that there has to be a balance in claiming damages in proportionate to the principle amount of the suit, which in this matter is only Rs.4 million. The damages, to the tune of Rs.100 million is an obvious exaggeration just to avail the jurisdiction of this Court. The damages should be claimed in a justified proportion to the principle relief and an arbitrary discretion in adjudging the claim of damages, cannot be approved. The exaggerated claim of damages is so obvious that I deem it appropriate, in terms of Order VII Rule 10 CPC to return the plaint of the suit to the plaintiff to avail the relief from the Court having pecuniary jurisdiction in the matter subject to reciprocal and proportionate claim of damages. The plaint is returned. Copy of plaint be retained by the office.

J U D G E

Ashraf