

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

Present:  
Mr. Justice Muhammad Shafi Siddiqui  
Justice Ms. Sana Akram Minhas.

**High Court Appeal No.163 of 2022**

Syed Sulaiman Jafri  
Versus  
United Bank Limited and others  
.....

***Date of hearing: 21.05.2024***

Mr. Imtiaz Ali Effendi, Advocate for the Appellant.

Mr. Suleman Hudda, Advocate for Respondent No.1.

Mr. Rizwan Ahmed Naqshbandi, Advocate/ Law Officer, State Bank of Pakistan/Respondent No.3.

Mr. Alam Zaib, Advocate/Law Officer, State Bank of Pakistan/ Respondent No.3.

Ms. Wajiha Mehdi, Assistant Attorney General.  
.....

**J U D G M E N T**

**Muhammad Shafi Siddiqui, J.-** This appeal is arising out of an order passed in Suit No.1979/2019, which essentially rejected the plaint under Order-VII Rule-11 CPC, hence this appeal.

2. We have heard learned counsel and perused the material available on record.

3. The suit essentially was for a declaration that the appellant was retired compulsorily on 12.09.1997 and not dismissed, as such is entitled for the retirement benefits to the tune of Rs.827 million with 20% profit per annum. The appellant in fact was originally dismissed from service on 12.09.1997 vide letter available at page-103 of this file. The inquiry process precede the dismissal of the appellant, who participated in the inquiry. He filed an appeal against dismissal before the Federal Service Tribunal [FST], which was also dismissed on 26.02.1999. Followed by the dismissal of appeal from FST, the appellant approached Hon'ble Supreme Court for a

challenge of the order of the FST and he also failed in that attempt vide order of the Supreme Court dated 04.08.1999. Left with no alternate, he then continued to approach the Respondent Bank and consequently subject to an undertaking/ affidavit that he would not claim any back benefit, claims/ demand of payments, he was then considered as a "compulsory retired employee". This was done on 27.09.2007 vide annexure A/13, available at page-153 of this file.

4. Without honouring to his own undertaking/affidavit that he would not claim back benefits of service dues, if any, as the indulgence was given by the bank whereby instead of he being treated as dismissed from service was treated as compulsory retired employee, he started claiming back benefits. He was then shown the statement of account on November 21, 2016 where an amount of Rs.613,444/- was shown payable as net amount. He signed the statement of account which is a final settlement of dues on account of compulsory retirement, however, he disagreed to the amount adjudged therein. The said statement was signed by him on 23.11.2016.

5. He was earlier dismissed from service and an indulgence was shown by the bank wherein he was show as compulsory retired, hence he was otherwise not entitled for any amount had he remained dismissed from service.

6. Nonetheless, he signed Settlement/Account having disagreement on 23.11.2016, whereas, he filed suit on 03.12.2019. Article-64 of the Limitation Act would apply to such recovery proceedings which provides three years and time to claim such amount begin to run when the accounts were shown in writing and signed by the defendant or his agent duly authorized in this behalf,

unless where the debt is, by a simultaneous agreement in writing signed as aforesaid, made payable at a future time, and then when that time arrives. The later part of limitation would not apply as he himself signed the accounts.

7. Even if a relaxed view is taken, the time would start counting from the date when he signed the settlement dues that is 23.11.2016, available at page-159 and three years would have expired on 22.11.2019, whereas the suit was filed belatedly by [10] ten days on 03.12.2019. No application was filed seeking condonation. No interference as such is required. The appeal is dismissed and the impugned order is maintained.

Dated: -23.05.2024

JUDGE

JUDGE

Ayaz Gul