

# IN THE HIGH COURT OF SINDH AT KARACHI

Suit No. B – 11 of 2014

[NIB Bank Limited *versus* Focus Apparels [Private Limited and 2 Others]

**Present:**  
**Mr. Muhammad Faisal Kamal Alam, J.**

Date of hearing : 31.03.2026.

Plaintiff : NIB Bank Limited, through Mr. Salman Hamid, Advocate.

Defendants No.1 and 2 : Focus Apparels [Private] Limited and another, through Mr. S. Aijaz Hussain Shirazi, Advocate.

Defendant No.3 : *Nemo.*

## **ORDER**

**Muhammad Faisal Kamal Alam, J:** By this Order, Application [C.M.A. No.219 of 2026] is disposed of.

2. Both learned Advocates addressed the observation mentioned in the earlier Order of 24.03.2026, relevant portion whereof is reproduced herein under\_

*“ . . . . . It appeared that period to pay the liability is 10 years. Bank Counsel to assist the Court that whether such a flexible payment schedule is allowed under the Prudential Regulations.”*

3. Learned Counsel for the Plaintiff has placed on record the Prudential Regulations for Corporate / Commercial Banking [updated till June, 2024]- the **Regulations**, issued by the State Bank of Pakistan – the Regulator, and has drawn my attention to Regulation 3 whereof, relating to Rescheduling / Restructuring, to show that there is no statutory embargo for re-payment of financial facility in installments, rather, gives discretion to the Banks to restructure the loan as per their Policy, but without re-classifying the same, save, as prescribed in the above Regulations. Learned Counsel has stated that the condition to re-pay loan(s) within five years’ time is applicable under the Prudential Regulations for consumer financing and in this regard,

he has placed on record the Regulations on the last date of hearing. Consumer financing, includes credit cards, auto loans and personal loans, in which the subject finance facility does not fall.

4. Both learned Advocates have drawn my attention that from 1<sup>st</sup> January 2030, the monthly installment(s) would be increased to Rs.One Million per month.

5. It is undisputed that Defendant No.1 – Company is not a going concern. Regulations 31 and 32 [of the Definitions, Part-A, *supra*] provides a concession/ modification/ alteration in repayment period and installments, considering the financial difficulty of the borrower, which fact is to be mentioned in the Board Policies of the concerned Bank. In this regard the Statement at Bar made by the Defendant Counsel, that with the other Banks also, somewhat similar arrangements have been made, is not disputed by the Counsel of the Plaintiff Bank.

6. Consequently, the Compromise Application [C.M.A. No.219 of 2026], filed under Order XXIII Rule 3 of CPC along with the approval of the settlement request, is allowed and Suit is decreed. Office is directed to reproduce the terms while preparing the Decree.

**Judge**

**Karachi.**

**Dated: 06.01.2026.**

Riaz / P.S.