

IN THE HIGH COURT OF SINDH AT KARACHI

Suit No. 133 of 2007

Date	Order with signature of Judge
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1. For further orders as Commissioner report not yet received since 12.09.2012.
2. For orders on CMA No.11225/13 (U/O 7 R 11 CPC).

14/10/2013:

Mr. Naveed Ahmed Khan, Advocate for the plaintiff.

Mr. Samsam Ali Raza, Advocate for Defendant No.1.

1&2. Deferred.

Learned counsel for Defendant No.1 has raised issue of pecuniary jurisdiction of this Court with reference to the plaintiff's claim of recovery of money which claim was secured by mortgage-deed annexed as Annexure 'P/4' to the plaint. Learned counsel for the plaintiff has conceded that the prayer Clause (c) is outside the purview of relationship of plaintiff and defendants because there is no agreement of sale. However, prayer Clause (c) has been mentioned on the basis of mortgaged deed. When counsel for Defendant No.1 was asked that how a mortgaged property can be transferred against the recovery of money due from the defendants, he candidly conceded that he may be given some time to amend the plaint, accordingly.

Adjourned to a date in office.

JUDGE

S.Akhtar