

ORDER SHEED
IN THE HIGH COURT OF SINDH AT KARACHI
SUIT NO.1245 of 2013

Date	Order with signature of Judge
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For hearing of CMAs Nos:

1. 11064/2013 (u/s 151 CPC)
 2. 11065/2013 (u/O 39 Rule 1& 2 CPC)
 3. 12065/2013 (u/s 151 CPC)
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06/12/2013

Mr. G. M. Bhutto, Advocate along with Plaintiff
Mr. Jawaid Ahmed Siddiqui, Advocate along with Defendant

This is suit for specific performance of contract dated 12.08.2013. The plaintiff alleges that certain documents relating to the suit property were not timely provided to her by the defendant as the defendant claimed that the plaintiff was required to complete the deal within 15 days after receiving the 'B' lease.

2. Without touching the merits of the case, in presence of the parties after thorough discussion between them, it is hereby ordered as follows:

- (i) The Plaintiff present in Court admits that in terms of clause 4 of the agreement entire required papers for verification purpose have been received by her.
- (ii) The defendant admits that she has received a sum of Rs.4,020,000/- as token money and as per clause 3 of the agreement, remaining balance amount of Rs.36,180,000/- were to be paid within 15 days. However, she is agreeable to receive the balance sale consideration within sixty days from today. The plaintiff undertakes and assures that she will pay the balance amount of Rs.36,180,000/- by way of

depositing a pay order or cross-cheque in the name of defendant with the Nazir of this Court, within 59 days from today, meaning thereby that on or before 03.02.2013.

- (iii) The defendant is directed to deposit original documents with the Nazir of this Court within 30 days under proper receipt.
- (iv) In case, she fails to deposit the said amount with the Nazir of this Court, this suit will be dismissed as withdrawn and plaintiff will not be entitled to claim specific performance of the contract.
- (v) Once the amount of Rs.36,180,000/- is deposited with the Nazir, it will be open to the plaintiff to get the sale deed executed for the amount whatever she wants to mention in the sale deed within the parameters of law.
- (vi) In case of failure of the defendant to execute sale deed, the Nazir shall execute the same in favour of the plaintiff after realizing the balance sale consideration on behalf of the plaintiff.

The suit is decreed in the above terms. The listed applications having become infructuous are accordingly dismissed.

JUDGE