

IN THE SUPREME COURT OF PAKISTAN
(Appellate Jurisdiction)

PRESENT:

Mr. Justice Umar Atta Bandial
Mr. Justice Sajjad Ali Shah
Mr. Justice Munib Akhtar

Civil Appeal No. 24-K of 2019.

(Against the order dated 19-10-2018 passed by the
High Court of Sindh at Karachi in FA No. 15 of 2018)

Pak Leather Crafts Limited and others.

... Appellants

Versus

Al-Baraka Bank Pakistan Limited.

... Respondent

For the Appellant (s) : Mr. Hassan Khurshid Hashmi, ASC.

For the Respondent(s) : Mr. Ghulam Mohiuddin Qureshi, ASC.

Date of Hearing : 18.03.2021

Judgment

Sajjad Ali Shah, J. The appellants have impugned the judgment of the Sindh High Court, whereby their appeal under Section 22 of the Financial Institutions (Recovery of Finances) Ordinance, 2001, was dismissed after having been found barred by time.

2. The admitted position as emerges from the record appears to be that the appellants applied for certified copy of the decree after 5 days of its preparation and consumed 23 days in filing appeal after obtaining the certified copy which makes in all 28 days and the time for filing appeal prescribed under the Ordinance, 2001 admittedly is 30 days. The only point therefore, in the instant appeal is as to whether the time of 38 days consumed by the appellants in payment of fee/cost for the certified copies after it was estimated could be excluded under Section 12(5) of the Limitation Act. The High Court came to the conclusion that such time

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cannot be termed as time requisite for obtaining copy of judgment or decree and, therefore, could not be excluded under Section 12 of Limitation Act.

3. Leave was granted by this Court on 29.5.2019 *inter alia*, to "consider whether the scope and effect of the decisions of this Court relied upon in the impugned judgment (*Fateh Muhammad and others vs. Malik Qadir Bakhsh*, 1975 SCMR 157 and *Mst. Jamila Khatoon and another vs. Mst. Tajunnisa and others*, PLD 1984 SC 208) have (as concluded by the learned Division Bench) been left unaffected notwithstanding the addition of the aforementioned subsection (5) to s.12, and also to consider whether (also as held) the facts and circumstances of the present case came within the scope of the judgment of this Court reported as *Mian Muhammad Sabir vs. Malik Muhammad Sadiq through legal heirs and others* PLD 2008 SC 577".

4. Learned ASC for the appellants has contended that the rule 128 of the Sindh Chief Court Rules (Appellate side) and Rule 324 of the Sindh Civil Court Rules, which require the deposit of cost before the certified copies are prepared, are not applicable to the Banking Court and, therefore, there was no requirement to first deposit the cost. When inquired as to whether the certified copies of judgment and decree or order in the Banking Court are issued free of cost, the learned counsel fairly conceded that such copies are always issued on payment of cost in advance but submitted that the period consumed by an applicant in depositing the required cost would be excluded under the provisions of sub-Section 5 of Section 12 of the Limitation Act. It was next contended that in accordance with the provision of sub-Section 5, the period of limitation stops upon filing of an application for certified copy and then starts once the notice for delivery of certified copy of the judgment in terms of section 12(5) of the Act is received. In this very perspective, learned counsel extended his arguments by submitting that since the Banking Court has no system of issuing chits or receipts to intimate the date on which certified copy is to be

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collected, therefore, notice in that respect was necessary. It was lastly contended that the case law relied upon to support the impugned judgment pre-date the amendment in Section 12 by introducing sub-Section 5 and, therefore, the dicta laid in judgments relied upon by the respondent are not applicable to the case in hand.

5. On the other hand, learned counsel for the respondent supported the judgment by contending that the exclusion of time as envisaged under Section 12 consumed in obtaining the certified copies of judgment and decree by employing the words "time requisite" means the time consumed by the Court for preparing the certified copy and does not cover the time which is consumed by a litigant. It was next contended that cost was estimated on the very day when the application for certified copy of judgment and decree was made and the appellant consumed 38 days in payment of costs which could not be excluded for computing the limitation. In support of his contentions, reliance has been placed on the judgment of this Court in the case of Fateh Malik vs. Malik Qadir Bakhsh (1975 SCMR 157) Jamila Khatoon vs. Taj-un-Nissa (PLD 1984 SC 208) and Mian Mohammad Sabir Vs. Malik Muhammad Sadiq through his legal heirs & others (PLD 2008 Supreme Court 577).

6. We have heard the learned counsel for the respective parties and have perused the case law cited at bar.

7. The main point which requires our consideration is as to whether the time consumed by a litigant in payment of cost of the certified copy could be excluded under the newly added sub section (5) of section 12 of the Limitation Act while computing the period of limitation. OR, in other words upon filing of application for the grant of certified copies of the judgment, decree or order, the time would stop, leaving upon the Court to prepare the certified copies at its own expenses and then issue intimation

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notice to the litigant to collect so that the period of limitation could commence.

8. In the instant case the admitted facts are that judgment was announced by the Banking Court on 28.11.2017 whereas the decree was prepared on 30.11.2017. The application for certified copies of judgment and decree was made by the appellant on 05.12.2017 and on the same day the copyist estimated the fee for certified copies. The appellant admittedly paid the fee for the certified copies on 13.01.2018 i.e. after 38 days, the copies were made ready on 15.01.2018 and were received on the same date and thereafter the appeal ultimately was filed before the High Court on 7.2.2018. The appellants or their counsel did not file any Affidavit at any stage explaining the time consumed in payment of fee/cost for making copies or obtaining the same; on the contrary it is claimed that the period of limitation stops from the day the application for certified copies was made, and would commence from the day the notice, intimating that certified copy was ready for delivery is served would be time requisite as there was no requirement and/or rule requiring payment of cost/fee of copies. Though the submission made by the counsel contradict his own stance of depositing cost/fee for certified copies well before commencement of preparation of copies, despite the same, we would examine as to whether there was any requirement of payment cost/fee for obtaining certified copies of judgment, decree or order etc., and further that if the copies were to be issued on payment of fee then the time consumed in payment of such fee would fall within the ambit of time requisite as envisaged under section 12 of the Act. In order to understand the legislative intent we need to first examine the original text of Section 12 and the manner in which it was interpreted and then the purpose behind legislative intervention to add up Section 12 by introducing sub-Section 5 thereto. The original text of Section 12 of the Limitation Act read as follows:

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“12. Exclusion of time in legal proceedings.- (1) In computing the period of limitation prescribed for any suit, appeal or application, the day from which such period is to be reckoned shall be excluded.

(2) In computing the period of limitation prescribed for an appeal, an application for leave to appeal and an application for a review of judgment, the day on which the judgment complained of was pronounced, and the time requisite for obtaining a copy of the decree, sentence or order appealed from or sought to be reviewed, shall be excluded.

(3) Where a decree is appealed from or sought to be reviewed, the time requisite for obtaining a copy of the judgment on which it is founded shall also be excluded.

(4) In computing the period of limitation prescribed for an application to set aside an award, the time requisite for obtaining a copy of the award shall be excluded.”

9. A bare perusal of the pre-amended Section 12 of the Act reveals that it details the manner in which period of limitation prescribed for any suit, appeal or application, is to be reckoned. It provides for the exclusion of certain time period for obtaining the certified copies by prescribing it as “time requisite” for obtaining a copy of the order appealed. However, the provision of Section 12 of the Limitation Act providing exclusion of “time requisite” are applicable only after the application for certified copies is submitted, and the consistent view of this Court has been that the “time requisite” includes only that period of time which is taken up in drawing up the judgment, decree or order by the official of the Court in preparing and issuing the same, and does not include the period of time consumed by the litigant. The reason being that these provisions were always interpreted keeping in view the rules in the field for obtaining certified copies of decree or order such as rule 128 of the Sindh Chief Court Rules as well as rule 324 of the Sindh Civil Court Rules which provided that *“the preparation of copies not commenced until prescribed fee deposited”*. A similar provision is found in *“Rules & Orders of the Lahore High Court Court; volume V Chapter*

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5, Part B(6)(v) which provides that every application for attested copy will be entertained subject to deposit of cost in advance. It appears that these rules were adopted by rest of the High Courts except Sindh, which as stated, had its own rules. Likewise, rule 133 of the Sindh Chief Court Rules as well as rule 329 of the Sindh Civil Court Rules provide for the manner in which copies were to be certified and were to contain the endorsement of following particulars:-

- (1) the date of application for copy;
- (2) the date of estimate of fee;
- (3) the date of deposit of estimate fee & the day of supply of stamps;
- (4) the date of certification by Chief Ministerial Officer; and
- (5) the date of delivery of the copy."

The case-law developed on the pre-amendment Section 12 throughout would reflect that the period prescribed for filing of appeal or the other prescribed proceedings would not stop, merely upon filing of application for the certified copies unless the fee/cost for the certified copies was paid. However, the time consumed by the office of the Court, for assessment of cost/fee would be excluded while computing the period of limitation. However, filing of application was treated as complete for the purposes of excluding time when it was entertained after payment of cost/fee. The case-law on pre-amended Section 12 revolved upon the interpretation of the keyword in that section i.e. "time requisite" and the consistent view of this Court was that the time consumed by the office of the court in preparing copies and/or at times failure on their part to intimate that the copies were made ready or that the fee was estimated, was held to be "time requisite", and was accordingly excluded while computing the period of limitation but not the time consumed by a litigant on account of his negligence or default.

10. The term "time requisite" was first considered by the Privy Council almost hundred years ago in the case of Jeil Bhou N. Surtu Vs. T. S. Chettyar (AIR 1928 PC 123) to the following effect:-

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"The word 'requisite' is strong word; it may be regarded as meaning something more than the word required. It means 'properly required', and it throws upon the pleader or counsel for the appellant the necessity of showing that no part of the delay beyond the prescribed period is due to his default. But for that time which is taken up by his opponent in drawing up the decree or by the officials of the Court in preparing and issuing the two documents, he is not responsible".

11. Likewise, in the case of *West Pakistan Industrial Development Corporation Vs. Aziz Qureshi* (PLD 1973 Supreme Court 222), the view taken by Lahore High Court in the case of *Gul Mohammad Vs. Allah Ditta* (PLD 1960 Lahore 443) was affirmed by this Court by holding:-

"In the case under report it has been held that the "time requisite" for obtaining copies which can be excluded under section 12, Limitation Act, is the time which is taken between the date of application and the date when the copies are ready, but it can be further extended if further delay takes place by reason of the carelessness of the office in giving wrong information to the applicant as to the date on which the copies would be ready, or in giving no information at all".

12. In the case of *Fateh Muhammad and others Vs. Malik Qadir Bakhsh* (1975 SCMR 157), the term "time requisite" was elaborated in the following terms:-

"It is well settled that the time requisite for obtaining copy of order within the meaning of section 12 of the Limitation Act, 1908 means only the interval between the date of application for supply of copy and the date when it is ready for delivery. Even during this interval, due diligence on the part of the litigant is required by law, and no delay, unless such as was caused by circumstance over which he had no control and which he could not by due diligence be avoided, can form part of time "requisite" for obtaining the copy. The time between the date on which the copy is

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ready for delivery, and the date on which the applicant chooses to take delivery thereof is not a portion of the time "requisite" for obtaining a copy."

13. In the case of Mst. Jamila Khatoon and another Vs. Mst. Tajunnisa & others (PLD 1984 Supreme Court 208), again the term "time requisite" came for consideration before this Court and after observing that the appellant in order to claim exclusion of time under Section 12 of the Limitation Act must act with reasonable promptitude and diligence in order to satisfy the Court that the time which he claims to be excluded was properly required in obtaining copies, it was held:-

"In failing to deposit the stamps and wasting 37 days, without any sufficient cause the appellant was clearly to blame and the time thus spent cannot be held to be "time requisite" for obtaining copies."

14. In the case of Ahmed Nawaz Vs. Muhammad Ayub (PLD 1988 Supreme Court 258), the petitioner in the stated case was relying on West Pakistan Industrial Development Corporation Karachi Vs. Aziz Qureshi (1973 SCMR 555) by claiming that the time between the date when the copy is ready and the date when it was delivered, should have been excluded as of a right being "time requisite" for obtaining the copy, and this Court while relying on its own judgment in the case of Fateh Muhammad (supra) held that under the existing law (Section 12 of the Limitation Act) the period, as in dispute in this case, could not be excluded as of a right, however, in a given case, the delay could be condoned only on furnishing of sufficient explanation in that behalf. In this background to eliminate uncertainty and difficulty faced by the litigants regarding the period spent between the date when the copy is ready for delivery and the date for obtaining delivery a legislative intervention was proposed and consequently in 1991 sub section (5) was introduced in Section 12 of the Limitation Act, which reads as follows:-

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“For the purposes of subsections (2), (3) and (4), the time requisite for obtaining a copy of the decree, sentence, order, judgment or award shall be deemed to be the time intervening between the day on which an application for the copy is made and the day actually intimated to the applicant to be the day on which the copy will be ready for delivery”.

15. Before we proceed to examine the effect of afore-stated deeming provision, we would like to examine the cases decided by this Court after the introduction of sub-Section 5 to Section 12 of the Act through a deeming provision. The first judgment in time was in the case Nooruddin vs. Pakistan (2000 SCMR 354). In this case though the provisions of sub-Section 5 were examined but no findings thereon were recorded as the controversy was the announcement of judgment during vacation without notice to the parties and the commencement of limitation from the date of knowledge of the judgment intended to be challenged or otherwise. Thereafter another two-Member Bench of this Court in the case of Shujahat Hussain vs. Muhammad Habib (2003 SCMR 176) accepted the contention that notice as required under Section 12(5) of the Limitation Act for collecting the copies was not received and in case the time was calculated from the day of certifying copy, the petition was well within time. The relevant portion from the judgment reads as under:-

“According to learned counsel, the office of the Copyist Branch had not issued notice to petitioner for collecting the certified copy of the judgment for a particular date in terms of section 12(5) of the Limitation Act and if the time is calculated from, the date of certifying the copy i.e. 11th December, 2001, then the petition is within time which was submitted on 12th January, 2002.

In view of above position, we are of the opinion that the petition is within time”.

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16. However, no reasons whatsoever for accepting such contentions were laid down. Thereafter this Court in the case of Iftikhar Ali vs. Abdul Rashid (2003 SCMR 1560) had the opportunity of examining the provision of sub-Section 5, on an argument that according to Section 12(5) of the Limitation Act, the time spent for obtaining certified copy would extend to the date when the certified copy of the judgment was delivered. A three-Member Bench of this Court was of the view that the intimation of the day when the copy is made ready is to be stated by the applicant by producing a chit issued by the copying agency. The observations in para 4 are to the following effect but again the observations were without examining the effect of the deeming clause:-

"4. Learned counsel for the petitioner when questioned has no answer as in the said application, it was not disclosed as to the date which was indicated to the petitioner on the chit issued by the Copying Agency to obtain certified copy because that would have been the determining factor, because originally in routine on the Chit, date is indicated by the Copying Agency on which date the applicant is required to inquire from the Copying Agency about the readiness of the copy. If the same was not ready on the said date, then the question would have arisen whether further notice should be given to the petitioner or not, therefore, in our view even if the reasons given by the learned Judge of the High Court that section 5 of the Limitation Act was not applicable are ignored and the arguments of the learned counsel for the petitioner is considered, the same has no factual basis as no pleading was made as observed above as to the date which was given to the petitioner originally to procure copy from the Copying Agency".

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17. Finally the last judgment which came to our notice on the question of limitation was again of a three-Member Bench of this Court in the case of Muhammad Sabir vs. Muhammad Sadiq (PLD 2008 SC 577)

wherein this Court refused to accept the proposition as is propounded today and held that to claim the benefit of newly introduced sub-Section 5, the applicant has to discharge his burden by producing the chit issued by the copying agency mentioning the date on which certified copy will be made ready. The relevant portion of the observations reads as follows:-

"This Court in a case reported as Fateh Muhammad and others vs. Malik Qadir Bakhsh (1975 SCMR 157) has held that the time "requisite" for obtaining copy of order within the meaning of section 12 of the Limitation Act, 1908, means only the interval between the date of application for supply of copy and the date when it is ready for delivery and that the time between the date on which the copy was ready for delivery, and the date on which the applicant chooses to take delivery thereof is not a portion of time "requisite" for obtaining a copy. Even section 12(5) of the Limitation Act is of no help to the appellant as he failed to produce the chit/receipt issued by the copying agency showing the date for preparation of certified copy, inasmuch as, no such date has been indicated in the application for condonation of delay. Had the appellant produced a chit issued by the copying agency and the copy was not ready on the date indicated in the chit, then the appellant could have taken shelter under section 12(5) of the Limitation Act.

18. A study of post amendment case law shows that the effect, purpose and limits of the newly added sub-Section 5 through a deeming provision was never examined, consequently, this brings us to the core issue of examining the newly added sub-Section. A bare reading of sub-Section 5 reflects that this legislative intervention has been made through a deeming provision, a legal fiction, to treat the intervening time between the day of making an application for the certified copy and the day actually intimated to the applicant by which the copy will be made ready for delivery to be the time requisite for obtaining the required copies, however,

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this provision cannot be read in isolation by employing literal meaning to it. The principles to interpret deeming provisions in a statute have been settled by this Court in its various pronouncements while interpreting deeming provisions in a statute by holding that the Court is bound to ascertain the limits, purpose and object for which the legislature has created the fiction by adopting deeming provision. In the case of Mehreen Zaibun Nisa vs. Land Commissioner, Multan and others (PLD 1975 SC 397), the effect of deeming clauses was summarized as under:-

- (i) "When a statute contemplates that a state of affairs should be deemed to have existed, it clearly proceeds on the assumption that in fact it did not exist at the relevant time but by a legal fiction we are to assume as if it did exist.
- (ii) Where a statute says that you must imagine the state of affairs, it does not say that having done so you must cause or permit your imagination to boggle when it comes to the inevitable corollaries of that state of affairs.
- (iii) At the same time, it cannot be denied that the Court has to determine the limits within which and the purposes for which the Legislature has created the fiction.
- (iv) When a statute enacts that something shall be deemed to have been done which in fact and in truth was not done, the Court is entitled and bound to ascertain for what purposes and between what persons the statutory fiction is to be resorted to".

19. This principle was again reiterated by this Court in the case of Bequm B.H. Syed vs. Mst. Afzal Jehan (PLD 1980 SC 29) by holding that "the Court has to determine the limits within which and purpose for which the legislature has created a fiction". Likewise in the case of Muhammad Mubeen-us-Salam vs. Federation of Pakistan (PD 2006 SC 602), this Court while taking note from "Understanding Statutes" by S.M. Zafar, observed:-

"It is important to note that two important concepts have been introduced by the learned author in the construction of the provision creating a statutory fiction, namely; 'statutory fiction should be carried to its logical conclusion as held in Muhammad Yasin vs. Sheikh Ghulam Murtaza and another (PLD 1988 SC 163) but the fiction cannot be extended beyond the language of the section by which it is created or by importing another fiction', therefore, to find out a solution, it has been observed that 'principle of harmonization shall be attracted' and ultimately it was held that 'the impact of deeming clause could be curtailed if it produces a disgraceful result'".

20. Keeping in mind the principles of interpreting a deeming provision, we need to determine the limits within which and the purpose for which the legislature has created this fiction. It appears that the legislature, by introducing subsection (5) to Section 12 of the Act has eliminated the controversy regarding the term "time requisite" and for the first time has defined the term by laying down that the "time requisite" for obtaining a certified copy of the decree, order or such other prescribed proceedings, would be deemed to be the time intervening between the day on which an application for certified copy is made and the day actually intimated to the applicant to be the day on which the certified copy is ready for delivery. The interpretation proposed by the learned ASC for the appellants that mere filing of an application would suffice to stop the period of limitation would not only be against the spirit and purpose for which the legislature has created the fiction, but would also be against the purpose and object for which the legislative intervention was suggested by this Court. Besides, this interpretation would not only render the scheme of law behind the limitation Act as redundant but at the mercy of the litigant. Admittedly, the application for certified copies referred to is not entertained and/or processed till the prescribed fee/cost is paid and in case such interpretation is accepted that mere filing of application would stop the

period of limitation then by not paying the prescribed fee/cost one could prolong the period of limitation as has happened in the instant case, which would be against the intention and purpose of the legislation. This interpretation not only appears to be against the reasons and object of the law of limitation but would substantially frustrate it. The law of Limitation seeks to prescribe the time limit for invoking remedies in order to curtail period of suspense and uncertainty and ensure peace of mind to the parties, and such interpretation would be against the very purpose of the statute as it would prolong the period of uncertainty and suspense.

21. It is also very important to note that the computation of period of limitation prescribed by Section 12 mainly deals with appeals, application for leave to appeal, application for review judgment and application to set-aside an Award and these proceedings have the minimum time period prescribed in the Limitation Act which ranges between 15 to 90 days excluding the time consumed for obtaining the certified copies. In case the interpretation proposed by the learned ASC for the appellants is accepted then one would file an application for certified copy and by not paying the cost could prolong the restricted period of limitation which would frustrate the very purpose by which the legislature has curtailed the period of suspense and uncertainty for the litigants to ensure their peace of mind. Coming back to the limits and the purpose for which the legislature has created this fiction by introducing sub-Section 5 to Section 12 of the Act. Admittedly, this legislative intervention of adding sub-Section 5 to Section 12 was proposed by this Court in the case of Ahmed Nawaz (supra) and this Court before proposing the legislative intervention had examined the case law and to eliminate uncertainty and difficulty faced by the litigants regarding the period spent between the date when the copy is ready for delivery and the date of obtaining the delivery of copy. A minute examination of pre-amendment case law would reflect that the dispute was

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mostly with regard to non intimation or wrong intimation of date on which the copy was ready for delivery. In the cases of Gul Muhammad vs. Allah Ditta (PLD 1960 Lah. 443), West Pakistan Industrial Development Corporation of Pakistan vs. Aziz Qureshi (PLD 1973 SC 222), Saleh Muhammad and others vs. Malik Qadir Bakhsh (1975 SCMR 157) and Ahmed Nawaz vs. Muhammad Ayub (PLD 1988 Supreme Court 258) (which led to proposing legislative intervention). In all these cases, the dispute was the period between the date on which copy was made ready and the date on which it was delivered.

22. In the circumstances subscribing to the proposed view that filing of application would stop the period of limitation appears to be against the spirit and purpose of the proposed amendment and is bound to bring disgraceful results unless all the rules requiring payment of cost/fee for the certified copies in advance are suitably amended/repealed and provisions for supply of free certified copies are introduced. Consequently, we are of the view that filing of application pre-supposes the payment of cost for obtaining certified copies. In the instant case, since the appellants have consumed almost 38 days in payment of cost/fee for the certified copies and there appears to be no explanation on record to show that this non-payment could be attributed to the office in estimating the cost/fee for preparing the certified copies, therefore, cannot be excluded while computing the period of limitation.

23. Coming to the second submission that the limitation to commence from the date intimated through notice on which date the copy was ready for delivery. A perusal of sub-Section 5 shows that it provides commencement of period of limitation from the day actually intimated to the applicant to be the day on which the copy will be ready for delivery. The proposition propounded by the ASC that the intimation notice shall be issued once the copy is made ready and on receipt of such intimation the

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period of limitation would commence, in our opinion, from the very reading of sub-Section 5 appears to be ill-founded. A careful reading of sub-Section 5 shows that the intimation of the day on which the copy will be ready for delivery by the very language adopted by sub-Section 5 appears to be an intimation of a future date, a date expected by the office by which it would be in a position to make the copy ready for delivery. It does not envisage a notice after the certified copy is ready for delivery. In our opinion, it is a date intimated to the applicant after he has effectively made the application for the certified copies i.e. upon payment of cost/fee to be a date acknowledging receipt of cost/fee and providing a date on which copy would be ready for delivery. It also cast a duty upon the applicant that while making the payment of cost/fee for certified copy to obtain a receipt containing a date when the certified copies will be ready for delivery to eliminate once for all the pre-amendment dispute of non-intimation of date on which the certified copies are ready for delivery. Since the burden to demonstrate that the copies were not ready on the day intimated to the applicant to be the day on which the copy will be ready for delivery is upon the applicant, therefore, in case of non delivery of certified copy on the date intimated to the applicant then in order to eliminate the controversy and to discharge his burden the applicant should accordingly take a fresh date so that the dispute of applicant having different date and the copy containing different date of "*copy ready for delivery*" comes to an end.

24. Coming to the last contention regarding the non-applicability of Sindh Civil Court Rules or Sindh Chief Court Rules and/or no requirement under any statute for payment of cost in Banking Courts, suffice it to observe that Financial Institution (Recovery of Finances) Ordinance, 2001 does not envisage providing of certified copies free of cost/fee, unlike other statutes/rules relating to criminal administration of justice or service related matters and unless the statute/rules itself provides for supply of

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copies of orders, judgments, decree etc. free of cost/fee, it has to be obtained by the applicant on payment of cost. Even otherwise, the practice and procedure adopted by the Banking Courts since its inception in respect of issuance of certified copy is the same as adopted by the Civil Courts or the High Court and even the applicant himself has fairly conceded that such procedure is being adopted since the inception of the Banking Court and the appellant itself has obtained copy of the judgment/decrece upon payment of cost, therefore, the submission is without any force.

25. In the circumstances, this appeal, for our own reasons as recorded above, is dismissed leaving the parties to bear their own costs.

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