

**IN THE HIGH COURT OF SINDH, CIRCUIT COURT,
MIRPURKHAS**

Civil Revision No.S-295 of 2024

Applicant: Babu Lal s/o Jeevan
Through Mr. Muhammad Imran Chaudhry, Advocate

Respondent: Sohail Ahmed S/o Muhammad Aslam
Through Mr. Afzal Karim, advocate

Mr. Muhammad Shareef Solangi, Assistant A.G
Sindh

Date of Hearing: 16.02.2026

Date of judgment: 16.02.2026

J U D G M E N T

Miran Muhammad Shah, J.- This Civil Revision filed by the applicant, whereby he has impugned the order dated 29.07.2024, passed by learned District Judge, Mirpurkhas in Summary Suit No.16/2024 “Re-Sohail Ahmed versus Babu Lal” whereby allowed the application for leave to defend with direction to furnish surety of equal amount of cheque. Hence, this civil revision.

2. Precisely the facts are that applicant and respondent were friend having good relationship with each other. On dated 14.01.2022, the respondent purchased half an area of 500 sq feet of house No.180 out of total area 1000 sq feet situated in Marvi Town Deh 110 Taluka Hussain Bux Mari, District Mirpurkhas from the applicant in a total sale consideration of Rs. 18,00,000/- and paid the applicant Rs. 14,50,000/- as an advance money in the presence of witnesses namely Abdul Razzque S/o Gazi Khan and Muhammad Ayaz S/o Faqeer Muhammad Khan. Copy of sale agreement is attached herewith. The respondent paid the arrears amount of house Rs. 3,50,000/- in the shape of Rs. 50,000/- as an electricity bills and Rs. 3,00,000/- as cash amount to the applicant in the presence of witnesses mentioned above, the respondent has paid the whole sale consideration of house Rs. 18,00,000/- to the applicant and the vacant possession of the house handed over to the respondent. At the time of same agreement dated 14-01-2022, the applicant issued a cheque No: 1829815860 of Rs. 18,00,000/- as a security to the respondent, that if the applicant refused to register the house. Due to friendly relationship the applicant

borrowed an amount of Rs. 100,000/- from the respondent and in lieu of that amount gave the respondent a cheque No: 1829815897 of MCB Branch Sir Syed Road Mirpurkhas dated 21-04-2022 of his personal account. After some days, the applicant again borrowed Rs. 300,000/- from the respondent and in lieu of that amount gave the respondent a cheque No: 1829815896 of MCB Branch Sir Syed Road Mirdated 01-05-2022 and after again some day, the applicant again borrowed Rs. 2,00,000/- from the respondent and in lieu of that amount gave the respondent a cheque No: 1840407247 of MCB Sir Syed Road Branch Mirpurkhas dated 26-05-2022 of his account, in this way the applicant borrowed total amount Rs. 600,000/- from the respondent. On due date the respondent presented three cheques in bank for encashment, which were dishonoured due to difference of drawer's signature, memo was issued on dated 05-08-2022, the concerned Bank MCB Bank. Thereafter disputed was created and the respondent told the noble persons of the locality about the fraud of the applicant and gathered them. The applicant was found guilty and it was decided by the noble persons of the locality, that the respondent at liberty to encash the cheque NO: 1829815860 of MCB on due date which has already been issued by the applicant at the time of sale agreement as a surety against the received amount Rs. 18,00,000/- of the house in the presence of witnesses. The respondent presented the cheque of Rs. 18,00,000/- to the concerned MCB Bank Branch Sir Syed Road Mirpurkhas for encashment which was also dishonored due to insufficient funds/balance and such memo issued on dated 12-05-2023. Then the respondent contacted with the applicant and informed him regarding the dishonouring of his all cheque and also demand for his money, but no response, as there is an amount of Rs. 24,00,000/- due against the applicant and the applicant had issued four cheques of different dates of his personal account in the name of the respondent mentioned above. The applicant is liable to return the above said received amount Rs. 24,00,000/- to the respondent. The respondent also lodged the F.I.R being crime NO: 89 of 2023 U/s 489-F, 420 P.P.C. at Police Station Satellite Town Mirpurkhas. Hence, applicant filed this civil revision.

3. Learned counsel for applicant submits that order has caused grave hardship to the plaintiff (applicant in this matter), therefore, he

may be allowed to furnish P.R bonds of similar amount. He lastly states that fraud has not been committed by him and allegation against him are not of cogent reasons. He states that the order has caused grave hardship to the applicant. He further states that he is regularly proceeding with the matter and there is no risk of his running away from facing trial. He prays for allowing this Civil Revision.

4. Learned counsel for respondent and learned A.A.G supports the impugned order passed by learned trial Court and prays for dismissal of instant civil revision application.

5. I have heard learned counsels for both the parties as well as learned A.A.G and have perused the record. It seems that Summary suit has not yet been decided by the learned trial Court on the point whether an offence is made out or not, after recording of evidence and hearing all the parties. The issue right now before this Court is only to the extent of the trial Court order wherein entire amount has been ordered to be deposited before the trial Court in order to ascertain and decide the summary suit, which in my opinion is a hardship and would not serve the interest of justice. Hence leave to defend may go undefended and it shall not fall within the ambit of a fair trial, as the applicant shall be deprived of his defense.

6. In such circumstances, relying upon case law reported in 2004 CLC 356, the present Civil Revision is allowed and the impugned order dated 29.07.2024 passed by learned District Judge, Mirpurkhas in Summary Suit No.16 of 2024 is set aside. The surety amount in the P.R bond, to be submitted before learned trial Court for its satisfaction.

JUDGE