HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

Present: Justice Jawad Akbar Sarwana

1st Appeal No.86 of 2025

1. For orders on CMA 2461/2025.
2. For hearing of main case.

Appellant	:	Ahmed Ali s/o Moula Bux Zaunr, Through Mr. Ishfaque Ahmed Almani, Advocate
Respondent	:	Irfan Zounar s/o Muhammad Siddique. Nemo.
Dates of hearing	:	**16.12.2025, 23.12.2025, 26.12.2025, 29.12.2025 and 29.12.2025**
Date of Short Order	:	**19.12.2025.**
Date of Reasons	:	**24.10.2026**

O R D E R

JAWAD AKBAR SARWANA, J.: Appellant/defendant-Ahmed Ali son of Moula Bux Zaunr has challenged the judgment and decree dated 24.09.2025, passed by the learned II-Additional District Judge, Dadu (the "trial Court") in Summary Suit No.52/2022, filed by respondent/plaintiff-Irfan Zaur s/o Muhammad Siddique Zaur. The impugned judgment represents the second round of contest between the parties. The first round culminated in a judgment and decree dated 30.06.2022, which the appellant/defendant challenged before the High Court. This (High) Court then set aside the said 2022 judgment vide order dated 13.10.2022. Thereafter, the matter was remanded to the trial Court to file the written statement, frame issues, and proceed further. Thus, the impugned judgment dated 24.09.2025 emerges after a full trial.

2. The challenge raised by the appellant/defendant against the impugned judgment in the first instance is that the dishonoured cheque bearing No.1771334462, amounting to Rs.790,000/- dated 21.09.2020, drawn on Muslim Commercial Bank (MCB) Station Road Branch Dadu was merely a token money. Secondly, the appellant/defendant denied

ever handing over the cheque to the respondent/plaintiff in connection with residential House No.434, as pleaded by the respondent/plaintiff. The appellant/defendant claimed that he is not the owner of the said property and that it belongs to Muhammad Hashim Zaunr. However, the appellant/defendant has produced no evidence to corroborate this contention. Simultaneously, the appellant/defendant argued that the dishonoured cheque was security for payment in another transaction, namely the sale of Plot No.171, Muhammad Siddique Colony. Again, neither oral nor documentary evidence was produced to support this contention. At the end of the day, no evidence was brought on record to negate the issuance of the cheque, the signature thereon or the fact that the cheque was not handed over to the respondent/plaintiff.

3. Without prejudice to the foregoing, the appellant/defendant did not plead that there was no underlying transaction in support of the cheque in question. Instead, the appellant/defendant contended that the transaction was consideration for Plot No. 171, not House No. 434. Thus, the appellant/defendant failed to demonstrate to the trial Court the entire thrust of its defence, that there was no underlying transaction in support of the cheque and/or that the cheque was dishonoured for lack of consideration; hence, the impugned judgment against the appellant/defendant. The learned Counsel for the appellant/defendant also failed to demonstrate the same before this Bench.

4. In the case in hand, the cheque has been dishonoured not because of a fake signature, but because of insufficient funds. Sufficient material is available on record to show that the appellant/defendant and the respondent/plaintiff were involved in a business transaction with each other irrespective of the property involved. Nothing has been produced to rebut the same. Simultaneously, Counsel's argument that the dishonoured cheque was a guarantee cheque cannot be sustained on the facts and circumstances on record, as no evidence was produced to support such defence.

5. Given the above, I do not find any defect in the impugned judgment and decree dated 24.09.2025. Furthermore, there is no illegality or irregularity in the said judgment and decree. In view of the foregoing, I dismissed the above-titled 1st appeal along with the listed applications vide my Short Order dated 29.12.2025, and the above are the reasons for the same.

JUDGE