

**IN THE HIGH COURT OF SINDH AT KARACHI**

**Suit No. B-187 of 2010**

**Bankers Equity Limited and another ----- Plaintiff**

**Versus**

**English Leasing Limited and others ----- Defendants**

**Date of hearing: 15.11.2017**

**Date of judgment: 15.11.2017**

**Plaintiff :** **Mr. Waqar Ahmed Advocate along with  
Mr. Tanzim Haqqi Senior Vice President  
Bankers Equity Limited.**

**Defendant:** **None present for Defendant.**

**J U D G M E N T**

**Muhammad Junaid Ghaffar, J.** This is a Suit under the Financial Institutions (Recovery of Finances) Ordinance, 2001 for recovery of Rs. 108,603,646/-. Leave to Defend Application was filed in this matter; however, the same was dismissed for non-prosecution vide order dated 21.09.2016 whereafter, the matter has been listed for final disposal.

2. Pursuant to such order the Plaintiff has filed breakup of up to date statement of accounts which has been perused. Since the Defendant has failed to seek Leave to defend in this matter, whereas, it has been specifically provided under Section 10(1) of the Ordinance *ibid*, that in case of default of defendant in getting success in grant of leave to defend, the allegation of fact in the plaint shall be deemed to be admitted and the Banking Court may pass a decree in favor of the plaintiff on the basis

thereof or such other material as the Banking Court may require in the interest of justice. The Plaintiff has set up its claim in Para 14 which reads as under:-

“A. AMOUNT PAYABLE TO THE PLAINTIFF NO. 2:

Amount disbursed to the Defendant No. 1	US \$ 873,255
Amount repaid by the Defendant No. 1	<u>US \$ 155,021</u>
Balance principal amount payable by the Defendant No. 1	US \$ 718,234
Interest payable by the Defendant No. 1 from 16.09.2002 to 31.10.2010 (2,925 days) at the rate of 6.31%	<u>US \$ 391,125</u>
Total amount payable by the Defendant No. 1 to the Plaintiff No. 2	US \$ 1,109,358

(Equivalent of Pak Rs. 94,694,133.00 at the rate of Pak Rs. 85.3594 per US Dollar.)

B. AMOUNT PAYABLE TO THE PLAINTIFF NO. 1:

Administration fee at the rate of 0.25% from 01.10.1999 to 31.10.2010 (Amount paid – Nil)	Rs. 1,402,943.00
Guarantee commission at the rate of 1.8% from 01.06.1999 to 31.10.2010 (Amount paid – Nil)	Rs. 12,451,570.00
Legal charges	<u>Rs. 55,000.00</u>
Total amount payable by the Defendant No. 1 to the Plaintiff No. 1	Rs. 13,909,513.00
Grand total of “A” and “B” that is total amount in Pak Rupees payable by the Defendant No. 1 to Plaintiffs No. 1 and 2:	Rs. 94,694,133.00
	+ <u>Rs. 13,909,513.00</u>
	<u>Rs. 108,603,646.00”</u>

3. On the last date of hearing I had confronted the learned Counsel for the plaintiff to satisfy as to the Agreement in question and the default as well as the question of payment of interest as agreed and the administration fee and commission on the guarantee provided by the Bank. Today he has assisted the Court with relevant documents and on

perusal thereof and in absence of any defence from the defendant I am of the view that the plaintiff has made out a case for grant of judgment and decree. In view of such position, the Plaintiff's Suit is decreed for an amount of Rs. 61,308,023.00 as principal and Rs. 33,386,110.00 as interest as agreed, Rs. 1,402,943.00 as administration fee, Rs 12,506,570.00 as guarantee commission which results in to a total of Rs. 108,603,646.00. This includes the interest from the date of default till 31.10.2010. Thereafter, the plaintiff will be entitled to cost of funds as per State Bank of Pakistan approved rates, whereas, further decree is also passed for sale of the hypothecated undertakings and assets as described in the letter of hypothecation. Office to prepare decree accordingly.

ARSHAD/

**J U D G E**