

IN THE HIGH COURT OF SINDH AT KARACHI**Suit No. B-97 of 2013****SME Leasing Limited ----- Plaintiff****Versus****Chaudhri Riffat Mehmood & others ----- Defendant****Date of hearing: 30.11.2017.****Date of judgment: 30.11.2017.****Plaintiff: Through M/s Rizwan Ali Dodani and Imtiaz Ali Affendi Advocates.****Defendant: None present for Defendant.****J U D G M E N T**

Muhammad Junaid Ghaffar, J. This is a Suit for Recovery of Rs. 78,684,195/- and Sale of the Mortgaged Properties under Section 9 of the Financial Institutions (Recovery of Finances) Ordinance, 2001.

2. Notices and summons were issued in this matter and vide order dated 21.10.2010 the Defendants were declared Ex-parte as none had affected appearance nor any Leave to Defend application was filed. Thereafter, the Plaintiff filed its affidavit in Ex-parte proof and his examination-in-chief was recorded and he produced documents as Exhibit P/1 to P/21 and the cross-examination was marked as nil.

3. Learned Counsel for the Plaintiff submits that the Defendant entered into an Agreement dated 14.6.2003 for Lease Financing of various vehicles and signed documents including Mortgaged Deed, Memorandum of Deposit of Title Deed, Guarantee and other documents and have since defaulted. He submits that in view of such position, the

Plaintiff is entitled for Judgment and Decree of the said amount along with interest thereof.

4. I have heard learned Counsel for the Plaintiff and perused the record. After receiving summons, it appears that a Vakalatnama was filed on behalf of the Defendant but no Leave to Defend application was filed and they have been declared Ex-parte vide order dated 21.10.2010. The Plaintiff then filed its affidavit-in-evidence and all original documents which have been exhibited as *P/1 to P/22*. There is no denial on behalf of the Defendants and therefore, in view of the provisions of Financial Institutions (Recovery of Finances) Ordinance, 2001 the averments of the plaint are to be treated as correct. On perusal, though it appears that agreement was entered into at Rawalpindi, but part of cause of action accrued at Karachi, when the cheques issues were dishonored, whereas, the Head office of the plaintiff is also at Karachi, and in view of the observations in the case reported as **2012 CLC 507 (Haji Riaz Ahmed through Attorney v. Messrs Habib Bank Limited through President and 2 others)**, this Court has territorial jurisdiction in the matter. Even otherwise, on perusal of the record, there does not appear to be any impediment in the grant of Judgment and Decree as apparently the Defendants have defaulted in honoring their commitment.

5. Accordingly, the Suit is Decreed for an amount of Rs.78,684,195/- against Defendants jointly and severally along with cost of funds at the prescribed rate of State Bank of Pakistan from the date of filing of Suit till its realization. Suit is further Decreed for the sale of mortgaged property as stated in the plaint. Office to prepare decree accordingly.

J U D G E