

**ORDER SHEET**  
**IN THE HIGH COURT OF SINDH, KARACHI**

**Suit No. -1492 of 2022**

[Ali Wahid (Raj Ali Wahid Kunwar) v. Federation of Pakistan through Secretary  
M/o Industries and Production and others]

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Order with signature of Judge(s)

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1. For orders on CMA No.11628/2022 (Urgent Application)
2. For orders on office objection at flag 'A'
3. For orders on CMA No.11629/2022 (U/O XXXIX Rules 1 & 2 CPC)

**12.08.2022**

Plaintiff Mr. Ali Wahid is present in person  
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1. Urgency granted.
2. Plaintiff undertakes to comply with the office objection within a week.
3. Plaintiff present in person, who is an advocate by profession, submits that he booked a vehicle being Proton X70 Premium CKD with defendant No.2 through its authorized dealer defendant No.3, as per the booking agreement available at page 31 at the price of Rs.4.99 million. Plaintiff states that he has made required part payment, as desired by the said defendant totaling Rs.900,000/-. He further states that thereafter in the month of March 2022, the defendant No.2 increased said vehicle's price and make a public announcement in this regard. Per plaintiff, vehicle's price was jacked to Rs.5.65 million. Plaintiff says that as he was promised delivery of the subject vehicle in the first quarter of 2022 he approached the said defendants seeking details of the total mounts payable. Per plaintiff, no response to his approach came forward and defendants deliberately avoided responding to his queries, however at the same time, in the month of June 2022, the defendant No.2 again increased price of the vehicle for the second time. Not only so, the said defendant, per plaintiff, has further increased the price for third time making the vehicle as expensive as Rs.7.3 million, without any legal

justification is forcing the plaintiff to pay this astronomical price. Per plaintiff, he also remained in communication with the defendants through legal notice, available at pages 51 and 67, however, the said defendants are bent upon cancelling the booking of the plaintiff. Plaintiff states that he is willing to deposit the agreed amount in the next three working days as per the first increase (Rs.5.65 million minus the amount already paid), with the Nazir of this Court and requests that as ordered by this Court in various cases, including order dated 10.08.2022 passed in Suit No.-1453 of 2020, wherein Nazir was directed to attach the similar vehicle from the showroom of the defendant and produce it in the Court premises at the cost of the plaintiffs, he requests for a similar relief.

Serious malafide is alleged on the part of the defendants. Issue notice to the defendants for **26.09.2022**. In the meanwhile, the plaintiff is allowed to deposit the agreed amount as per the first increase in the next three working days (Rs.5.65 million minus the amount already paid) and the Nazir is directed to attach a similar vehicle from the premises of the defendant No.2 and produce it in the Court premises at the cost of the plaintiffs. The Nazir fee is Rs.20,000/- payable by the plaintiff in advance.

JUDGE