

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI
Suit No.1566 of 2016

DATE	ORDER WITH SIGNATURE OF JUDGE
	<ol style="list-style-type: none">1. For orders on CMA No.10148/16 (if granted)2. For orders on CMA No.10149/16 (U/S 151 CPC for exemption).3. For orders on CMA No.10150/16 (U/O 39 Rule 1 & 2 CPC.)

30.06.2016.

Mr. Kumail Ahmed Shirazee alongwith S. Asad Hussain Rizvi, Advocates
for the plaintiff.

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1. Granted.
 2. Granted subject to all just exceptions.
 3. This is a Suit for specific performance, injunction, recovery and damages in respect of an Agreement entered into by the plaintiff with defendant No.1 on 27.10.2015 in respect of carrying out renovation/construction work of Shaheen Towers owned by defendant No.1. Learned Counsel for the plaintiff submits that pursuant to the said Agreement, there were certain requirements, which were to be fulfilled by defendant No.1, which includes providing layouts, designs and other connected material enabling the plaintiff to carry out the requisite works. He submits that all along the defendant No.1 has admittedly delayed providing such requisite documents. He submits that civil works drawing were provided after four months and two days of the signing of the Agreement, whereas, other designs were also provided much after the dates agreed upon between the parties. He submits that the plaintiff in good faith, carried on with the works and has assigned various orders to sub-contractors as well as suppliers and has purchased numerous materials. He further submits that the

performance guarantee, which was provided by the plaintiff, had expired on 27.05.2016, which has now been extended at the request of defendant No.1 till 27.08.2016. He submits that such request for extension in Bank Guarantee made by defendant No.1 is ample proof of delay on their part. He further submits that without prejudice there is a dispute resolution mechanism provided in the Agreement, which has not been invoked by defendant No.1, whereas, they intend to En-cash the Bank Guarantee, hence instant Suit.

Let notice be issued to the defendants. At this juncture, Mr. Chaudhry Atif Rafiq, Advocate has affected appearance on behalf of M/s. Shaheen Air International Limited (defendant No.1) and undertakes to file Vakalatnama on behalf of defendant No.1 and claims copy of the Plaint and its Annexure which the Counsel for the Plaintiff undertakes to supply before the next date.

Notice to defendant No.2 for 13.07.2016. Till the next date of hearing, defendant No.1 is directed to maintain status-quo and shall not seek En-cashment of the Bank Guarantee in question.

J U D G E

Ayaz P.S.