

ORDER SHEET

HIGH COURT OF SINDH AT KARACHI

Suit No.B-20 of 2023

Date	Order with signature of Judge
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1. For orders on CMA No.9334/2023 (U/A)
 2. For orders on CMA No.9199/2023 (U/O 23 R 3).
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15.06.2023.

Mr. Rashid Anwar, Advocate for the plaintiff along with authorized Attorney Muhammad Khurram Khan Khalidi.

Ms. Naheed A. Shahid, Advocate for the defendants along with authorized attorney Ahmed Hanif Jiwani.

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1. Urgency granted.
2. The attorney of the plaintiff and the attorney of the defendants, along with their counsel are in attendance and state that they have entered into a Settlement Agreement dated 01.06.2023 and request that this suit may be disposed of as per the terms mentioned in the instant application. I see no impediment in allowing this application, which stands allowed and the suit is disposed of in the terms mentioned in the application, which reads as under:

“1. That in accordance with Clause 1(a) and (b) of the Settlement Agreement, the parties hereto agree that the total Outstanding Liability Amount of the Defendants hereto is PKR.518,235,246.88/-; however, the Defendants shall now pay the Settlement Amount of PKR.392.885,166.86/- (Three Hundred and Ninety two Million Eight Hundred and Eighty Five Thousand One Hundred and Sixty Six Rupees and 86 paisas) in accordance with the repayment mechanism and schedule detailed therein as settlement of their liabilities;

2. That in the event of a default by the Defendants hereto, in any or either of the cases stated in Clause 6 of the settlement Agreement, the parties hereto agree that the Settlement Agreement shall stand immediately terminated and that the Bank shall initiate appropriate legal proceedings to recover from the defendants hereto the entire outstanding amount of Rs.518,235,246.88/- in

addition to cost of funds and any other amount(s) as prayed for, less any amount paid under this settlement, in accordance with Clause 7 of the Settlement Agreement;

3. *That without prejudice to the above and in addition to the same, the parties hereto agree that any default by the Defendants hereto shall be automatically construed/considered and deemed to also be a default committed by their sister concerns/entities i.e. M/s. A.A. Ship Breakers and M/s. HSJ METALS (Pvt.) Ltd Industries both (regardless of any actual default being committed by either of the said two entities as per their respective repayment mechanism and schedule) and the Bank shall initiate appropriate legal proceedings against the said two sister concerns /entities for recovery of the entire outstanding amount(s) etc., as originally claimed against them by the Bank in Suits No.B-19 of 2023 and B-21 of 2023 respectively, less any amount paid by the said entities respectively under this settlement, in accordance with Clause 8 of the Settlement Agreement”.*

That without prejudice to the above, the parties hereto agree that any interpretation and / or execution of the aforesaid 3 Clauses of this Application shall not be in derogation of the terms of the Settlement Agreement and any inconsistency and / or conflict, if arising between the interpretation and / or execution of the said three clauses with any term of the Settlement Agreement shall be decided in favour of the said terms of the Settlement Agreement only”.

The instant suit, as requested by both the parties, stands disposed of in the above manner.

JUDGE