

Judgment sheet
IN THE HIGH COURT OF SINDH, AT KARACHI
Present:

I-Appeal No.32 of 2011
(Gul Roze Khan **vs.** Askari Leasing Limited & others)

Hg. Case (Priority)

1. For hg. of main case
2. For hg. of CMA No.1063/2011

**Date of hearing
& Judgment : 01.10.2025**

Mr. Arif Khan, advocate for appellant
Mr. Abdul Aziz Abro, advocate for respondents

J U D G M E N T

MUHAMMAD IQBAL KALHORO, J:- We have heard the parties. This appeal has been filed against a judgment and decree passed by Banking Court No.II, Karachi, in Suit No.224/2008, which was decreed on the ground that the appellant's application for leave to defend the suit had already been dismissed. The suit was filed by respondent No.1, Askari Leasing Limited, for recovery of Rs.4,34,73,019/- in which after service appellant filed an application for leave to defend the suit. The main ground taken in the application was that the documents executed before the Bank by the appellant's partners for availing a financial facility do not bear his genuine signature and that all his signatures were forged and fabricated. Moreover, the appellant had meanwhile retired, hence, he was not liable to pay any amount to the bank or even be made a party in the suit. This application was dismissed on the ground that appellant had executed a personal guarantee, therefore, his liability would continue even after his retirement.

2. The case of the appellant is that his primary ground in application for leave to defend the suit was that his signatures had been forged on the relevant documents executed before the bank for obtaining loan by his partners, and this ground was not considered by the Banking Court, while dismissing the application and decreeing the suit. He submitted that when a party disputes its signature over the document, the proper recourse available to the Court is to compare the same with specimen signature or handwriting of that person through handwriting expert. In this case, such recourse was not resorted to by the Banking Court resulting in a miscarriage of justice.

3. The proposition that such issue can only be resolved by seeking expert opinion over the appellant's signatures on the relevant documents by comparing it with his specimen signature has not been disputed by the counsel for the Bank.

Hence, with his consent, the impugned judgment and decree are set aside. The matter is remanded to the Banking Court, and leave to defend the suit, subject to furnishing the security of decretal amount before the Banking Court is granted to the appellant. The Banking Court shall record the evidence and send the appellant's specimen signature along with his signature on the relevant documents to an expert for expert opinion, and then decide the case on its merits. The suit shall, in any case, be decided within six months.

This appeal is allowed in above terms along pending applications.

JUDGE

JUDGE

Rafiq/PA.