

**THE HIGH COURT OF SINDH,  
CIRCUIT COURT, HYDERABAD.**

**1<sup>st</sup> Appeal No. 45 of 2025**

**Present: Justice Jawad Akbar Sarwana**

1. For orders on office objections.
2. For orders on CMA 2225/2025.
3. For orders on CMA 2226/2025.
4. For hearing of main case.

Appellants : 1) Mst. Shazia d/o Abdul Hameed wd/o late Ramzan Ali.  
2) Muhammad Talha s/o late Ramzan Ali.  
3) Baby Kasha @ Pari d/o late Ramzan Ali.  
through Malik Yasir Aftab, Advocate.

Respondent : Moula Bux Jamali s/o Haji Faqeer Muhammad Jamali. Nemo.

Date of hearing : 20.11.2025.

Date of Order : 20.11.2025.

**ORDER**

**JAWAD AKBAR SARWANA, J.:** The appellant No.1-Mst. Shazia, widow of late Ramzan Ali and appellant Nos.2 and 3, the legal heirs of the deceased, have preferred this appeal against the judgment dated 29.04.2025 and decree dated 06.05.2025, passed by the learned 2<sup>nd</sup> Additional District Judge, Hyderabad, in summary suit no.06/2020.

2. Initially, the summary suit No.06/2020 was filed by the respondent/plaintiff against the Late Ramzan Ali and his wife, Mst. Shazia. However, during the course of the summary proceedings, defendant no.1-Ramzan Ali, passed away, and ultimately a judgment and decree were passed against the legal heirs of Ramzan Ali and his wife, Mst. Shazia.

3. Counsel for the appellants/defendants contends that the impugned judgment and decree are liable to be set aside on the ground that there was never any agreement for cancellation executed between the parties. He contends that after the respondent/plaintiff returned the pay order of Rs.28,00,000/- (Rupees Twenty Eight Lac), there was no reason for the

appellants/defendants to pay any amount to the respondent/plaintiff, particularly as the appellants/defendants were the owners/vendors and sellers of the property which the respondent/plaintiff had made an offer to purchase/buy. Thus, the summary suit was an attempt by the respondent/plaintiff to recover twice from the appellants/defendants. He contended that the cheque dated 30.08.2019 issued by the Mst. Shazia in the sum of Rs.16,00,000/- (Rupees Sixteen Lac), was a security deposit, and therefore, no summary proceedings could be instituted against the applicants/defendants. Counsel further contended that the criminal proceedings initiated by the respondent/plaintiff u/s 489-F PPC regarding the same cheque led to the acquittal of the defendant-Late Ramzan Ali.

4. Heard counsel. A perusal of the record reveals that the cheque bearing No.10131925 dated 30.08.2019 of Bank Al-Habib in the sum of Rs.16,00,000/- was dishonoured, leading to the filing of the summary suit. Additionally, the said cheque, as per the evidence deposed by the appellant Mst. Shazia, in cross-examination, was part of an agreement dated 13.03.2019, produced as Ex.53/B. She confirmed in her cross-examination too, that she had written the cheque and handed it to her husband, the Late Ramzan Ali. Mst. Shazia also deposed that, under clause 08 of the said agreement, the seller party, upon cancellation of the contract, shall pay double the earnest money to the purchaser party. This was further corroborated by the plaintiff's witness Ibrahim Khaskheli, Ex.54, who testified during the cross-examination that defendant-Late Ramzan Ali had handed over the cheque to the respondent/plaintiff, and further, as deposed by him and the respondent/plaintiff that the cheque of Rs.16,00,000/- was a fine imposed on the appellant/defendants for the cancellation of the agreement of sale. The appellants/defendants produced no evidence to rebut the respondent/plaintiff's claims and support their defence. In light of the evidence available on record, the defence taken by the appellant/defendant that there was no reason for the defendant to hand over a cheque if the pay order had been returned does not inspire confidence. In the facts and circumstances, the dishonored cheque in question was not a security deposit.

5. With regard to the appellants' contention that criminal proceedings u/s Section 489-F had culminated in their favour, it is a trite principle that these proceedings, i.e. summary proceedings and criminal proceedings,

are entirely separate, run on different tracks, are removed from each other, and one cannot influence the other.

6. Given the above, I do not find any defect in the impugned judgment dated 29.04.2025 and decree dated 06.05.2025, which are liable to be upheld/sustained. Accordingly, this 1<sup>st</sup> Appeal is dismissed for the above reasons, along with pending applications.

JUDGE

Tufail