ORDER SHEET
IN THE HIGH COURT OF SINDH BENCH AT SUKKUR
1st. Appeal No. D- 18 of 2022

Date of hearing	Order with signature(s) of Judge(s)

Hearing of case

1. For orders on office objection at flag 'A'
2. For hearing of main case
3. For hearing of CMA No.525/2022 (S/A)

05.08.2026

Mr. Fareed Ahmed Soomro, Advocate for the Appellant
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O R D E R

Muhammad Faisal Kamal Alam, J;- The Appellant has challenged the impugned Order dated 28.03.2022 passed by Banking Court-I, Sukkur in Suit No.03 of 2019, refusing leave to defend application, followed by the decree, requiring the appellant to pay a sum of Rs.18,15,301/- together with mark up at the rate of 17.43% and costs of funds. Despite repeated calls no one appeared on behalf of the Respondent / HBFC, although it is represented by a Law Firm.

Learned counsel for the appellant states that Respondent Financial Institution has incorrectly mentioned that two loans were obtained for construction of house, although it is only one loan obtained by the appellant and the principal amount of Rs.4,40,572/- has been returned. He contends that plaint of the Respondent has been filed without any proper breakup and violates Section 9 of the Financial Institution (Recovery of Finance) Ordinance, 2001 so also judgment of Honourable Supreme Court handed down in **PLD 2012 Supreme Court of Pakistan 337** [*APOLLO TEXTILE MILLS LTD. and others vs. SONERI BANK LTD.*] and **2015 SCMR 54** [*Bankers Equity (Ltd.) and others vs. Messrs BENTONITE PAKISTAN LTD. and others.*]

Arguments heard and record perused.

The contention of appellant's counsel has substance, because plaint has not given the specific break up as required under Section 9 of the above Statute, which is mandatory in nature. Besides, it is acknowledged in paragraph 5 of the plaint that amount of Rs.3,80,572/- has been paid back by the appellant towards adjustment of the finance facility.

On a query, learned counsel for the appellant states that if the true and correct financial picture is communicated through pleadings then the appellant would pay back the loan.

The impugned order and decree has overlooked the above legal lacuna about the violation of Section 9 of the above Statute and the plaint of the Respondent is defective. Without a clear picture that how much amount is due and payable the suit could not have and should not have been decreed in this manner, and therefore, the jurisdiction was not properly exercised and requires interference in this Appellate jurisdiction.

Consequently, we allow this Appeal, set aside the impugned Order and Decree. Remand the case to the trial Court for decision afresh. A chance would be given to both the parties to amend the pleadings so that compliance of Section 9 and 10 of the above Statute is made.

It is expected that this being an old matter the case will be decided within two months.

Judge

Judge

ARBROHI/PS