**ORDER SHEET**

# HIGH COURT OF SINDH AT KARACHI

**Civil Revision Application No.172 of 2025**

**DATE ORDER WITH SIGNATURE OF JUDGE**

**Present:**
**Justice Ms. Saman Rafat Imtiaz**

Jalil Ahmed.........................................................................Applicant

Versus

Azfar Iftikhar and others.................................................Respondents

**28.08.2026**

Mr. Rafiq Ahmed Baloch, Advocate for the Applicant

## ORDER

**Saman Rafat Imtiaz; J:** This Civil Revision Application has been filed by the applicant challenging firstly the judgment and decree dated 11.11.2024 **("Impugned Judgment and Decree No.1")** passed by the learned Senior Civil Judge-III, Karachi, East **("Trial Court")** in the Applicant's Civil Suit No.2059 of 2019 partly decreeing the suit of the Applicant to the extent of recovery and partly dismissing the suit for the rest of the relief and prayers and secondly against the judgment and decree dated 30.09.2025 **("Impugned Judgment and Decree No.2")** passed by the learned Additional District and Sessions Judge-XIIth, Karachi, East **("Appellate Court")** whereby the Applicant's Civil Appeal No.457 of 2024 was dismissed.

2. The brief facts of the case, as set out by the Applicant, are that he is a practicing Advocate and Legal Advisor of District Municipal Corporation DMC. In the year 2014-15, he opened Account No.111400050370001 with Respondent No.2, Bank Islami Pakistan (Pvt.) Ltd., where Respondent No.1 was serving as an employee. In May 2019, the Respondent No.1 introduced the Applicant to a Home Finance Scheme, namely "Maskan", and advised him to open a joint account for availing the said facility. Accordingly, the Applicant opened a joint account through Respondent No.1 and deposited a sum of

Rs.136,000/- therein vide bank deposit slip. The Applicant also opened a separate account in the name of his wife, Mst. Urooj Jalil, with an initial deposit of Rs.500/- and subsequently deposited a further sum of Rs.20,000/- through Respondent No.1. The Applicant further averred that in July 2019 Respondent No.1 informed him that he had joined Al-Baraka Bank, Gulistan-e-Jauhar Branch, Karachi, and asked him to visit the said branch. Upon his visit, Respondent No.1 represented that the Applicant's housing finance facility was at the final stage of approval and that the bank's team would inspect the apartment/flat before sanctioning the facility. During the course thereof, Respondent No.1 allegedly opened another account in the Applicant's name for availing an Auto-Finance facility through Al-Baraka Bank. The Applicant claimed to have paid Rs.100,000/- to Respondent No.1 in two installments of Rs.50,000/- each in cash on 30.07.2019, against which deposit slips of Al-Baraka Bank were issued. Respondent No.1 thereafter advised the Applicant to deposit a further sum of Rs.200,000/- towards the down payment of the proposed Auto-Finance facility. # para

On 31.07.2019, the Applicant, along with his wife, visited Respondent No.4, BankIslami, Gulistan-e-Jauhar Branch, to ascertain the status of their joint account. They allegedly discovered that no such account had been opened in their names and that the deposit slips furnished to them were forged. The Applicant approached the concerned managers, namely Naveed Shaikh and Noman, and lodged an oral complaint against Respondent No.1, whereupon he was assured that the amount would be reversed. The Applicant also inquired about the account opened in the name of his wife and allegedly discovered that only Rs.500/- was lying therein, whereas the amount of Rs.20,000/- deposited subsequently was missing, without any transaction having been carried out by either the Applicant or his wife. On the same day, the Applicant and his wife visited Respondent No.5, Al-Baraka Bank, Gulistan-e-Jauhar Branch, and, upon inquiry, allegedly found that no account had been opened in either of their names. The Applicant again lodged a complaint with the Manager of the said branch. According to the Applicant, Respondent No.1, while acting under the umbrella of Respondents No.2 to 5, committed fraud and misappropriated substantial amounts belonging to the Applicant and his wife, thereby causing them mental agony, stress, inconvenience and financial loss. The Applicant further stated that he had entered into a sale agreement and paid Rs.300,000/- to the vendor as token money; however, owing to the alleged acts of Respondent No.1, the transaction could not materialize and his efforts went in vain. The Applicant thereafter served a legal notice dated 01.08.2019 upon the Respondents and subsequently issued a reminder dated 10.10.2019, but, according to him, no response was received. Consequently, he instituted Civil Suit No.2059 of 2019 seeking the reliefs claimed therein. The learned Trial Court, vide Judgment and Decree No.1, partly decreed the suit to the extent of recovery of Rs.100,000/- as damages against Respondent No.1, while dismissing the remaining reliefs. Aggrieved thereby, the Applicant preferred a Civil Appeal. The learned Appellate Court, vide Judgment and Decree No.2, dismissed the appeal holding that the Impugned Judgment and Decree No.1 does not suffer from any irregularity, illegality, misreading or non-reading of evidence.

3. Learned counsel for the Applicant argued that although the Respondent No.1 returned Rs.237,000/- out of Rs.286,000/- that he had sought recovery of prior to the suit, the learned Courts below erred in granting only Rs.100,000/- as damages to the Applicant instead of Rs.10,000,000/- that was claimed by the Applicant. Learned counsel further argued that he incurred costs for litigation.

4. Heard the learned counsel for the Applicant and perused the record.

5. Record shows that the Applicant had prayed for direction to the Respondents for refund of Rs.286,000/- alongwith markup at the prevailing rate and also damages of Rs.10,000,000/-. However, admittedly out of Rs.286,000/-, Rs.237,000/- had already been paid prior to the institution of the suit. Therefore, the suit could only be entertained to the extent of remaining Rs.49,000/-. Nevertheless, the Appellate Court by the Impugned Judgment and Decree has granted Rs. 100,000/- to the Appellant as damages. Perusal of the plaint filed by the Applicant does not reveal any explanation or description of the damages allegedly suffered by the Applicant to the tune of Rs.10,000,000/- as claimed. Yet, the Courts below have granted the Applicant Rs.100,000/- as damages by taking into account that undoubtedly the Applicant would have suffered from mental torture. The learned counsel was unable to show from the pleadings or the evidence that the Appellant had claimed litigation cost nor proof of the same. No illegality or other infirmity has been pointed out in the concurrent

findings and as such the instant Civil Revision Application is dismissed *in limine*.

JUDGE

*Asif*