HIGH COURT OF SINDH, CIRCUIT COURT, HYERABAD

Ist Appeal No.77 of 2021

Date	Order with Signature of Judge

Appellant: Nazeer Ahmed S/o Moula Bux,
through M/s. Muhammad Sulleman Unar
and Asad Ali Jatoi Advocates

Respondents No.1&2: Feroze S/o Buxual and Bux Ali Zaunr S/o Raheem Khan Zaunr
through Mr. Jairam Das Advocate

Respondent No.3: Learned Vth Additional District Judge, Hyderabad
through Mr. Muhammad Yousuf Rahpoto,
Assistant A.G. Sindh

Dates of Hearing : 07.09.2026 and 14.09.2026

Date of Short Order : 14.09.2026

Date of Reasons : 04.11.2026

JUDGMENT

Jawad Akbar Sarwana; J: Through this judgment, I intend to dispose of the instant First Appeal which has been preferred by Nazeer Ahmed-appellant/defendant challenging the Judgment dated 30.11.2021 and decree dated 02.12.2021 **("impugned judgment and/or decree as the case may be")** passed by the learned Vth Additional District Judge, Hyderabad **("the trial Court")**, whereby Summary Suit No.59 of 2015 filed by the respondents No.1 and 2/plaintiffs was decreed by the learned trial Court as stated therein.

2. The perusal of the record discloses that the respondents No.1 and 2/plaintiffs filed the aforesaid summary suit for recovery of Rs.8,50,000/- with interest under Order XXXVII, Rule 2, CPC, contending therein that the appellant/defendant is known to the respondents No.1 and 2/plaintiffs and on 29.8.2014 the appellant/defendant purchased a Suzuki pickup bearing registration No.KS-0480 from respondents No.1 and 2 (plaintiffs) for a total consideration of Rs.8,50,000/-. To this end, the appellant/defendant and respondents No. 1 and 2/plaintiffs executed an agreement. It is further contended that, as per the said agreement, the appellant/defendant had to make payment within three months, and on 26.11.2014 the appellant/defendant gave cheque No.SA-01235441 of Rs.8,50,000/- of NIB Bank Latifabad Branch, in the name of respondent No.2/plaintiff No.2, as the respondent No.1/plaintiff No.1 had no bank account. When the respondent No.2 deposited the said cheque in his account with Habib Bank Limited, Guru Nagar Branch, Hyderabad, the said cheque bounced, and the memo of return mentions that

the reason for the cheque being dishonoured was that the signature of the appellant/defendant differs from the specimen signature submitted to the bank.

3. A perusal of the record reveals that the summary proceedings were contested by the parties except that the appellant/defendant did record evidence. The appellant/defendant's entire defence was that the bounced cheque was issued as security and was unsigned. He argued that the signature on the cheque was not his. He contended that, in fact, the blank, unsigned cheque was in the custody of respondents No. 1 and 2/plaintiffs, and that the signature on the bounced cheque was forged and fabricated; hence the cheque had bounced.

4. The respondent No.1/plaintiff Feroze S/o Buxual stepped in the witness box and produced the dishonoured cheque as well as the memo of dishonourment, including the agreement between the parties. The cross-examination of respondent No.1/plaintiff Feroze records the commercial transaction involving the sale and purchase of a Suzuki Pickup and that the original documents of the Suzuki Pickup were handed over to the appellant/defendant, but at the time the entire sale consideration, which was to be made partly in cash and cheque, had not been completely made. The respondents No.1 and 2/plaintiffs produced one of the marginal witnesses to the agreement, namely Mehboob Ali S/o Ghulam Qadir, who stepped into the witness box and corroborated the version of the respondents No.1 and 2/plaintiffs as set up in the plaint filed in the aforesaid summary suit, particularly concerning the execution of the sale purchase agreement of the Suzuki Pickup. Additionally, Meer Muhammad deposed that the documents of the Suzuki Pickup were handed over to the appellant/defendant in his presence. Unfortunately, the appellant/defendant produced no evidence. Indeed, he failed to examine himself or depose through his witness, despite several opportunities extended to him. As a result, as per the order dated 20.05.2021, his side was closed, and the learned trial Court passed the impugned judgment and decree based on the evidence brought on record. The appellant/defendant could not make out any defence, and the summary suit was decreed against him.

5. Given the above, I do not find any illegality, irregularity, and/or infirmity in the impugned judgment and decree, which are sustained. These are the reasons for my short order dated 14.09.2026, whereby I dismissed the instant first appeal.

JUDGE

Asif