


Or.....05
25.10.2021

Plaintiff in person present. Through my this single order, I intend to dispose off the instant suit ex-parte, filed by the plaintiff against the defendants.

Brief facts of the case are that the plaintiff filed the instant suit for specific performance/recovery which is as follows:

1. That the plaintiff entered into an agreement deed dated 20.01.2004, with the defendant no. 1 & 2, whereby it was agreed that the plaintiff will install a turbine in the land of the said defendants. That the plaintiff will pay Rs:2000/- as rent and the plaintiff would bear all its expenses. That at the time of completion of the period, the defendants would pay the expenses to the plaintiff but in case they could not pay the same, the plaintiff would carry on with the turbine.
2. That the plaintiff entered into an other agreement dated 15.05.2005 with the defendant no. 3 & 6, that the plaintiff would install a turbine in the land of the said defendants and the plaintiff would pay Rs:2000/ P.M as rent to these defendants and the plaintiff would bear all its expenses. That at the time of completion of the period, the defendants would pay the expenses to the plaintiff but in case they could not pay the same, the plaintiff would carry on with the turbine.
3. That the defendants in violation of the aforesaid agreements and in collaboration with the contractor namely Roshan and Shahid took illegal possession of the said turbines and the plaintiff was deprived of the same.
4. That the plaintiff spent Rs: 51,00,000/- on the installation of the aforesaid turbines and now the plaintiff is entitled to recover this amount from the defendants.
5. That defendants were asked time and again to admit the claim of the plaintiff and pay the suit amount, but they refused, hence, the present suit.


REEMST ULU ALI MAZIR
CIVIL J.
CAMP
KALAYA OKAZAI

6. Defendants were served through the process of the court but they failed to appear before the court. Resultantly they were placed and proceeded ex-parte.
7. The plaintiff produced ex-parte evidence in the shape of the one Mahmood Khan as PW-1. This witness has stated in his examination in chief that the agreement deed dated 20.01.2004 was between the plaintiff and the paternal uncle of the defendant no. 1 & 2 and further fully narrated the same story as in the plaint. Further, Mr. Fazal Jalal appeared as PW-2 and he also stated in his examination in chief that the agreement was between the plaintiff and the paternal uncle of defendant no. 1 & 2. That the one Taj Muhammad and Muhammad Kamal were responsible for the said turbines but they are dead now and the defendant no. 1 & 2 are now in possession of the same. They narrated the same story as in the plaint. Further Mr. Ameer Khan appeared as PW-3 and he also narrated the same story as in the plaint. Further Syed Jalal appeared as PW-4, who stated that the agreement deed between the plaintiff and defendant no. 3 & 6 but these defendants violated the said agreement and destroyed the turbines installed by the plaintiff and caused financial loss to the plaintiff. Further Mr. Akhonzada Naeem Ul Haq and Mr. Seena Gul Aseer appeared as PW-5 & PW-6 respectively, who both supported the stance of the plaintiff. At the end the plaintiff himself appeared as PW-7, who produced the agreement deeds, the one with the defendant no. 1 & 2 and the other with the defendant no. 3 & 6, which are Ex-PW-7/1 and Ex-PW-7/2 respectively and further fully narrated the same story as in the plaint.

HEMAT ULLAH WAZIR
CIVIL JUDGE-JR-1
CAMP COURT
KALAM ORAZAI

Ex-parte arguments heard and record perused.

After hearing of ex-parte arguments and perusal of the record I am of the opinion that the plaintiff successfully established his case in ex-parte manner but only against the defendant no. 1 & 2 and the defendant no. 3 & 6, because the suit

agreements are only between the plaintiff and these defendants. No effective role has been given to the rest of the defendants in the whole episode. Thus, in the light of aforesaid findings, the suit of the plaintiff is hereby ex-parte decreed against the defendant no. 1, 2, 3 & 6 in line with the para # vi of the plaint but subject to the deposit of the required **court fee within one month** of this decree with costs. The suit of the plaintiff to the extent of the rest of the defendants is hereby **dismissed**.

File be consigned to the record room after its completion and compilation.

Announced
25.10.2021



(Rehmat Ullah Wazir)
Civil Judge-I,
Camp Court, Kalaya, Orakzai