

**IN THE COURT OF MUHAMMAD JUNAID ALAM**  
**CIVIL JUDGE-II, TEHSIL COURTS, KALAYA, ORAKZAI**

Suit No.....75/1 of 2025

Date of Original Institution.....05.06.2025

Date of Decision.....07.08.2025

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NAJMAL HASSAN SON OF KHIAL HASSAN,  
RESIDENT OF QOM MANI KHEL, TEHSIL LOWER  
DISTRICT ORAKZAI.

.....(PLAINTIFF)

**VERSUS**

ZEENAT ALI SON OF HASHMAT ALI, RESIDENT OF  
QOM MANI KHEL, AHMAD KHEL, DISTRICT  
ORAKZAI.

.....(DEFENDANT)

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**SUIT FOR RECOVERY OF RS-20,00,000/-(TWENTY**  
**LACS) ETC**


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**SUMMARY JUDGMENT**


07.08.2025

Plaintiff in person alongwith counsel while  
defendant in person present. Court has decided the instant  
case through summary judgment on the basis of  
statement of admission recorded before the court by  
defendant.

Brief facts of the case in hand are that plaintiff has  
filed the instant suit against the defendant for recovery  
Rs-20,00,000/-(twenty lacs) alongwith profit 16,00,000

  
MUHAMMAD JUNAID ALAM  
Civil Judge / JM-II  
Orakzai at Kalaya

(sixteen lacs) to the effect that parties to the suit entered into an agreement through deed dated 03.04.2023 which was duly signed by both the parties. That as per agreement deed dated 03.04.2023 plaintiff give twenty lacs rupees to the defendant on the term and condition that the defendant will pay Rs. 80,000/- (eighty thousand) to 1,00,000/- (one lac) as profit/interest to the plaintiff each month. Furthermore, both the parties also agreed upon a term that in case of loss in the business, the principal amount of the plaintiff will not vanish and it will be the responsibility of the defendant to pay the whole principal amount to the plaintiff. Further narrated in the plaint that defendant paid regularly monthly a few installments of Rs. 80,000/- till October, 2023. After October, 2023 defendant stopped the installments, which was fixed according to the agreement deed dated 03.04.2023. Plaintiff asked to pay the installments, but the defendant promised to pay the same till April, 2025, but despite lapse of considerable time, the defendant failed to pay the amount in question. On 03.05.2025, plaintiff gave legal notice to defendant and acquainted him about the non-payment of the principal amount alongwith the profit, but defendant delayed the same, hence, the present suit.

  
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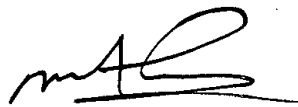
Defendant was summoned as per law. He did not appear before the court and was placed and proceeded ex-parte vide order dated 25.06.2025. Later on, ex-parte proceedings initiated against defendant were set aside.

Afterwards defendant appeared before the court and stated at the bar that he is indebted to the plaintiff and assured the court to pay Rs. 20,00,000/- (Twenty lacs rupees) to the plaintiff before the stipulated period within 09 months i.e. 07.05.2026, while in addition he will pay interest/profit Rs. 6,00,000/- (six lac rupees) within the additional 09 months, effected from the end of above end date i.e. 07.05.2026. In this respect his admission in the form of statement is recorded wherein copy of his CNIC was Ex. PA. The plaintiff also consented with the statement of defendant.

In light of the statement of defendant, it is held that plaintiff has established his claim, hence, the suit in hand is hereby summarily decreed in favor of plaintiff on the terms and condition mentioned in the statement of defendant. No order as to costs.

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

Announced  
07.08.2025

  
Muhammad Junaaid Alam,  
Civil Judge-II,  
Tehsil Court Kalaya, Orakzai

**CERTIFICATE**

Certified that this judgment consists of **04** (four) pages,  
each has been checked, corrected where necessary and signed by me.

**Dated: 07.08.2025**



**Muhammad Junaid Alam,**  
Civil Judge-II,  
Tehsil Court Kalaya, Orakzai