controvert that the remedy by way of civil revision application was available to the petitioner, which was not availed by her. However, he attempted to overcome the question of laches involved in the present petition, with reference to Article 203 of the Constitution of Pakistan and contended that in such circumstances this Court, being the highest Court of the Province and having supervisory jurisdiction, could overlook the question of laches and non-availing of adequate remedy by way of civil revision application under Order 115, C.P.C. to foster the cause of justice.

10. We have taken care of such submission advanced by the learned counsel and perused the relevant record. The submission of Mr. Saathi M. Ishaque that the remedy of civil revision application under section 115, C.P.C. was available to the petitioner, but it has not been availed by the petitioner for no valid reason, is duly supported from the case record. In our opinion, the provisions of Article 199 of the Constitution, in the wake of availability of adequate alternate remedy, in normal course cannot be circumvented to defeat such statutory provision, and there seems to be no exceptional circumstances to overlook this aspect in the instant petition.

11. Besides, the findings on facts recorded by the respondents Nos.2 and 3 in their respective judgments, seem to be based on proper appreciation of evidence and thus not open to scrutiny at this belated stage. The petition is accordingly dismissed.

H.B.T./S-56/K Petition dismissed.

P L D 2006 Karachi 664

Before Munib Ahmed Khan, J

METROPOLITAN STEEL CORPORATION LTD.---Plaintiff

versus

MACSTEEL INTERNATIONAL U.K. LTD.---Defendant

Suit No.1369 of 2004, decided on 7th March, 2006.

(a) Civil Procedure Code (V of 1908)---

----O. VII, R. 2 & S.151---Electronic Transaction Ordinance (LI of 2002), Ss.3 & 4---Arbitration (Protocol & Convention) Act (VI of 1937), S.3---Arbitration Act (X of 1940), S.34---Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Ordinance (XX of 2005), S. 4---Qanun-e-Shahadat (10 of 1984), Art.2(e)---Suit for recovery of amount---Defendant, according to sales contract, was to

supply 1,600 M.T. steel rods, but it supplied only 500 M.T. of steel rods---Plaintiff filed suit claiming damages against defendant in respect of balance 1,100 M.T. of steel rods---Defendant filed application for stay of plaintiff's suit seeking direction from the Court to order plaintiff to refer the dispute to arbitration as the parties by the very said contract had agreed to settle all disputes by arbitration---Claim of plaintiff was that sale transaction was based on pro forma invoice, purchase order and correspondence by faxes and E.mails and that plaintiff had never entered into any sales contract containing an agreement to arbitration---Counsel for plaintiff had argued that there was no document to show that there was arbitration agreement between the parties---Validity---Defendant's counsel had rightly contended that to wriggle out of arbitration agreement, plaintiff had attached documents prior to the sales contract and not the sales contract itself which contained arbitration agreement, terms of which were accepted by plaintiff by opening a letter of credit favouring defendant in terms thereof---Plaintiff could not accept some of the terms of said contract and denied others, such as arbitration clause; plaintiff could not be allowed to blow hot and cold in the same breath---Agreement to arbitration, could also be inferred from the conduct of the parties based on exchange of correspondence---From the exchange of correspondence between parties, an agreement to refer dispute to arbitration could easily be inferred, from which plaintiff could not extricate itself---Suit was stayed and plaintiff was directed to resort to terms of sales contract for settlement of its dispute with defendant by arbitration as agreed between the parties.

[pp. 666, 667, 669, 671, 674] A, B, C, D, E, F & H.

2002 SCMR 1903, 1977 SCMR 409; 1986 CLC 312; Zambia Steel's case [1986] 2 Lloyds Law Report 225 and Hitachi Limited v. Rupali Polyester 1998 SCMR 1618 **ref.**

(b) Administration of justice---

----Omission to mention a provision or mentioning of a wrong provision of law, would not render an application invalid or make it fatal to the grant of relief, if it was available under the law to an aggrieved party. [p. 671] G

1982 SCMR 673 and 1994 SCMR 1555 **ref.**

Noorullah Manji and Nasir Mehmood for Plaintiff.

Jawad Sarwana for Defendant.

ORDER

MUNIB AHMED KHAN, J.---The brief facts of the case are that the plaintiff and the defendant entered into a sales contract for supply of 1,600MT of steel rods. The defendant supplied 500MT of steel

rods to the plaintiff which arrived in Karachi in the month of January, 2004. However, a dispute arose in respect of the balance unperformed part of the Sales Contract, which bargain of the Sales Contract was allegedly not performed and consequently on 28-10-2004 the plaintiff filed the present suit claiming damages against the defendant in respect of the balance 1,100MT of steel rods. On 1-3-2005 the defendant filed an application under section 34 of the Arbitration Act read with section 3 of the Arbitration (Protocol and Convention) Act, 1937 read with section 151, C.P.C. for stay of plaintiff's suit seeking direction from the Court to order the plaintiff to refer the dispute to arbitration as the parties by the very said contract under which the plaintiff is seeking relief had agreed to settle all disputes by arbitration in terms of the said contract. A

Mr. Jawad Sarwana, learned counsel for the Defendant has agreed that the Plaintiff is bound by the terms and conditions of the Sales Contract, which includes a provision for referring disputes to arbitration in London under the auspices of the London Court of International Arbitration (LCIA), which was sent to the Plaintiff by e-mail and agreed by it by opening a fully workable letter of Credit in terms of the Sales Contract and by its subsequent conduct and therefore this Suit is liable to be stayed on the basis of the agreement to arbitrate between the parties.

The learned counsel for the Defendant pointed out that the Sales Contract between the parties, among other terms, contained the following arbitration clause:--

"Arbitration clause:

Any dispute arising out of or in connection with this agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the rules of the London Court of International Arbitration ("LCIA"). The number of Arbitrators shall be three. One to be nominated by each party and the third (Chairman) to be of a Nationality Independent of the parties and to be nominated by the other two Arbitrators, failing which by the LCIA. The place of the Arbitration shall be London."

3. The learned counsel for the Defendant has also pointed out that the legal notices issued by the Plaintiff, which creates nexus in between L.C. as well as the Sales Contract, contains the number of L.C. and the Sales Contract and that all the correspondence through faxes and e-mails, of which notices can be taken under sections 3 and 4 of the Electronic Transactions Ordinance, 2002, contain a reference and establish that the Plaintiff accepted the terms of the Sales Contract, which includes the arbitration clause as well. Further, on the basis of this exchange of B

communication by e-mail and faxes, an agreement to arbitrate is also established. The learned counsel for the Defendant argued that the parties had agreed to arbitrate in accordance with the terms of the Sales Contract and this provision should be respected even otherwise such international arbitration clauses are very common nowadays.

4. On the other hand, the learned counsel for the Plaintiff have contended that the sales transaction is based on the pro forma Invoice, Purchase Order and correspondence by faxes and e-mails. The Plaintiff has further contended that the Plaintiff never entered into any Sales Contract containing an agreement to arbitrate and referred to the documents filed with the Plaint which, among others, included an incomplete copy of the Letter of Credit No.142201550163 D/A dated October, 3, 2003 (L.C.). He added that even if the Court comes to the conclusion that there is such a Sales Contract, then the said contract has not been signed by the Plaintiff nor has it been attested under the Law of Qanun-e-Shahadat hence unenforceable. The learned counsel for the Plaintiffs also stressed on the issue that such type of so-called arbitration agreements cannot be enforced as they are against the public policy and one cannot venture upon this task which will be very expensive and contrary to the trade practices. C

5. The matter was argued by Mr. Noorullah Manji, Advocate for the Plaintiff on 16-1-2006, and again on 26-1-2006 when he denied the existence of the Sales Contract and the arbitration clause contained therein Mr. Manji argued that there was no document to show that there was an arbitration agreement between the parties. On 26-1-2006, in reply, Mr. Jawad Sarwana the learned counsel for the Defendant pointed out that the Plaintiff had not filed a complete copy of the L.C. and he referred to the complete copy of the Letter of Credit which he had filed along with his application. The learned counsel for the Defendant referred to the wordings of the Sales Contract transmitted by e-mail and the wordings of the L.C. which showed that the L.C. opened by the Plaintiff was based on the terms of the Sales Contract containing the arbitration clause and not the Pro forma Invoice or the Purchase Order. In rebuttal Mr. Manji refused to accept the complete copy of the L.C. filed by the Defendant whereupon the Court granted him time to verify the same from the plaintiff's banker and adjourned the case to 14-2-2006. D

6. In the meantime, the Defendant obtained a copy of the said Letter of Credit from its Banker, the Standard Chartered Bank, London. The L.C. is certified under the Banker's Books Evidence Act, 1891 and being an electronic document is also verified by the Bank Manager for authenticity under the Electronic Transaction Ordinance, 2002. When the matter came up for hearing on 14-2-2006.Mr. Nasir Mehmood, Advocate

an associate of Mr. Noorullah Manji, Advocate appeared on behalf of the Plaintiff and sought time to file power on behalf of the Plaintiff and argue the matter. On his request the hearing was adjourned to 1-3-2006. On 1-3-2006, Mr. Nasir Mehmood, learned counsel for the Plaintiff repeated the arguments advanced by Mr. Manji and again sought time to obtain a complete duplicate of the L.C. from the Plaintiff's Banker, namely, Muslim Commercial Bank, which had opened the Letter of Credit on his request case was adjourned to 7-3-2006 for further arguments. It transpires that Mr. Nasir Mehmood filed in the Suit Branch, a statement dated 4 March, 2006 attaching a duly certified copy of the Letter of Credit.

7. On perusal of the documents it is apparent that the complete Letter of Credit filed by the Defendant certified by Standard Chartered Bank and the Letter of Credit now filed by the Plaintiff certified by Muslim Commercial Bank are identical. A comparison of the two Letters of Credit on the record with the Sales Contract shows that the terms contained in the Letter of Credit are the same as those contained in the Sales Contract which includes the arbitration clause.

8. On 26-1-2006, the learned counsel for the Defendant had invited the Court's attention to the missing pages of the Letter of Credit annexed with the plaint, which establish the performance of the Sales Contract which contains the arbitration agreement. On examination of these documents the following facts emerge, which are necessary for perusal to correlate the Pro forma Invoice. L.C. and the sales contract.

(i) On 23 September, 2003, Defendant issued a Pro forma Invoice indicating under the heading "PAYMENT" that the L.C. to be opened by the Plaintiff favouring the Defendant should state shipment of 500 MT to "ALLOW LATEST SHIPMENT 31-12-2003." Thus, at this stage the parties contemplated the Plaintiff to open an L.C. for shipment of wire rods latest by "31-12-2003".

(ii) On 29 September, 2003, plaintiff placed a Purchase Order with Defendant. In its purchase order, under the heading "Payment" Plaintiff made a counter-proposal and asked Defendant to accept the new terms of payment to let Plaintiff open a Letter of Credit. There was no specific "LATEST DATE OF SHIPMENT" mentioned in the Letter of Credit proposed to be opened by the Plaintiff.

(iii) Upon receipt of this purchase order from the Plaintiff, the defendant prepared the final terms and conditions of the transaction and included the same in the Sale Contract No.7619-S. Under the heading "Payment" in the Sales Contract

the, the Defendant agreed to open an L.C. stating "ALLOW LATEST SHIPMENT" as "31-11-2003". Thus whereas the 'LATEST SHIPMENT" date under the heading "PAYMENT" in the Pro forma Invoice was "30-12-2003"; in contrast in the sales contract dated 30-9-2003 the 'LATEST SHIPMENT" date given under the Heading "PAYMENT" in the Sales Contract was"30-11-2003". The Letter of Credit to be opened by the Plaintiff was to show the "LATEST DATE OF SHIPMENT" as given in the sales Contract as "30-11-2003".

(iv) Thereafter, on 30 September, 2003, Defendant signed the Sales Contract, scanned the document and sent it to the Plaintiff by e-mail on the same date. The Plaintiff accepted all the terms of the Sales Contract transmitted by e-mail by incorporating the same in the L.C. including the "LATEST DATE OF SHIPMENT" as "30-11-2003" and the amount "200MT" and opened the L.C. in the said terms.

(v) It is clear that the 'LATEST SHIPMENT DATE" is the same as the one mentioned in the Sales Contract and not the one stated in the Pro forma Invoice or the Purchase Order.

(vi) The L.C. thus incorporates the terms of the Sales Contract, wherein one of the terms is also the arbitration clause. This Sales Contract was also partly performed by the Defendant who supplied 500 MT of steel rods to the Plaintiff on receipt of price from the Plaintiff through the L.C.

9. It seems that the Plaintiff tried to conceal this factual position as they neither filed the Sales Contract nor the complete copy of the L.C. with the plaint. Apparently, this may be because the Sales Contract contained an arbitration clause which requires all disputes to be settled by arbitration and plaintiff knew that the Sales Contract together with the L.C. evidenced that they had agreed to refer all disputes to arbitration. The Defendant's Advocate contention has weight that to wriggle out of the arbitration agreement the Plaintiff attached documents prior to the Sales Contract, i.e. the Pro forma Invoice and the Purchase Order and not the Sales Contract itself which contains the arbitration agreement. The terms of the Sales Contract were accepted by the Plaintiff by opening a Letter of Credit favouring the defendant in terms thereof. The Plaintiff cannot accept some of the terms of the Contract and deny the others, such as the arbitration clause. He cannot be allowed to blow hot and cold in the same breath.

10. The learned counsel for the Plaintiff has also argued that the Sales Contract has not been signed and therefore is not enforceable. As discussed above, the Defendant has established that the Sales Contract

was electronically sent to the Plaintiff who acted on the same and opened a Letter of Credit in accordance with its terms and conditions, which also contained an arbitration clause. The submissions of the learned Advocate for the Plaintiff have no force in view of the provisions of the electronic Transaction Ordinance, 2002 (Ordinance LI of 2002). Sections 3 and 4 of the Ordinance LI of 2002 read as follows:--

> "Section 3 Legal recognition of electronic forms.--No document, record, information, communication or transaction shall be denied legal recognition, admissibility, effect, validity, proof or enforceability, on the ground that it is in electronic form and has not been attested by any witness.
>
> Section 4. Requirements for writing.--The requirement under any law for any document, record, information, communication or transaction to be in written form shall be deemed satisfied where the document, record, information, communication or transactions in electronic form, if the same is accessible so as to be usable for subsequent reference."

It is further to be pointed out that after promulgation of Electronic Transactions Ordinance, 2002, the Qanun-e-Shahadat, 1984 (P.O. 10 of 1984) stand amended in terms of section 29 of the Ordinance, 2002, which read as follows:---

> "Section 29. Amendment of Presidential Order No.X of 1984.--for the purposes of this Ordinance, the Qanun-e-Shahadat, 1984 (P.O. No.10 of 1984) shall be read subject the amendments specified in the Schedule of this Ordinance."

By the said amendments various definitions of the Qanun-e-Shahadat Order have been changed and specifically by addition of section 2(e) in the said Order all the documents produced or generated through modern devices have been given evidentiary value and importance section 2(e), for convenience is reproduced as under:--

> "2(e) the expression, "automated", "electronic", "information", "information system", "electronic documents", "electronic signature", "advanced electronic signature", and "security procedure" shall bear the meanings given in the Electronic Transactions Ordinance, 2002."

11. In view of the aforesaid provisions of the Electronic Transactions Ordinance, 2002, as well as amendment in the Qanun-e-Shahadat Order, it appears that it is no longer necessary for electronically transmitted documents, which include commercial/banking contracts, to be manually signed or for the same to be attested by any witnesses.

12. Notwithstanding the foregoing, an agreement to arbitrate may also be deduced by conduct of the parties. In the present case, the Plaintiff on his own showing has filed e-mails exchanged between the parties marked as Annexure "H", "I" and "J" along with the plaint which refer to the Sales Contract in the subject header of the said e-mails. The Plaintiff has not denied these e-mails which refer to the Sales Contract which, among other terms, contain the arbitration agreement. The learned Counsel for the Defendant has pointed out that in several reported judgment of the Superior Courts of Pakistan including, 2002 SCMR 1903, 1977 SCMR 409 and 1986 CLC 312 and the Judgment of the English Courts in Zambia Steel Case reported in [1986] 2 Lloyds Law Report 225, the Courts have held that an agreement to arbitrate may also be inferred from the conduct of the parties based on the exchange of correspondence. In the instant case from the exchange of correspondence between the parties an agreement to refer dispute to arbitration is easily inferred from which the Plaintiff cannot extricate itself.

13. The Defendant has filed an application for stay of suit under the Arbitration Act, 1940 and the Arbitration (Protocol and Convention) Act, 1937. While the former Act applies to domestic arbitrations, the latter statute stands repealed by the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Ordinance, 2005 (Ordinance XX of 2005). It is well-established law that omission to mention a provision or mentioning of a wrong provision of law does not render an application invalid or makes it fatal to the grant of relief if it is otherwise available under the law to an aggrieved party 1982 SCMR 673 and 1994 SCMR 1555. Therefore, the omission to mention the relevant provision of the Ordinance XX of 2005, would not deprive the Defendant of the relief available to it under the law. I have examined in detail the provisions of Ordinance XX of 2005 which is the primary law applicable to the dispute between the parties in the instant case. The relevant sections 1(3), 3 and 4 and Article II of the said Ordinance, read as follows:

> "Section 1(3). It (Ordinance XX of 2005) shall apply to arbitration agreements made before , on or after the 14th day of July, 2005 on which the Recognition and Enforcement (Arbitration Agreements and Foreign Arbitral Awards) Ordinance, 2005 (VIII of 2005) came into force...."
>
> Section 3. Jurisdiction of Court.--(1) Notwithstanding anything contained in any other law for the time being in force, the Court shall exercise exclusive jurisdiction to adjudicate and settle matters related to or arising from this Ordinance.

(2) An application to stay legal proceedings pursuant to the provisions of Article II of the Convention may be filed in the Court in which the legal proceedings are pending....."

"4. Enforcement of arbitration agreements.---(1) A party to an arbitration agreement against whom legal proceedings have been brought in respect of a matter which is covered by the arbitration agreement may, upon notice to the other party to the proceedings, apply to the Court in which the proceedings have been brought to stay the proceedings insofar as they concern that matter.

(2) On an application under subsection (1), the Court shall refer the parties to arbitration, unless it finds that the arbitration agreement is null and void inoperative or incapable of being performed."

"Article II

(1) Each Contracting State shall recognize an agreement in writing under which the parties undertake to submit to arbitration all or any differences which have arisen or which may arise between them in respect of defined legal relationship, whether contractual or not concerning a subject-matter capable of settlement by arbitration.

(2) The term "agreement in wrting" shall include an arbitral clause in a contract or an arbitration agreement, signed by the parties or contained in an exchange of letters or telegrams.

(3) The Court of a Contracting State, when seized of an action in a matter in respect of which the parties have made an agreement within the meaning of this article shall, at the request of one of the parties, refer the parties to arbitration unless it finds that the said agreement is null and void, inoperative or incapable of being performed."

14. The term "agreement in writing" has been discussed by the Supreme Court of Pakistan in 2002 SCMR 1903 and 1977 SCMR 409 in the context of arbitration agreements. In the present case, learned counsel for the Plaintiff have argued that a contract containing an arbitration agreement which has not been signed by the parties is not enforceable. Based on the bare-reading of Article II(2) of Ordinance XX of 2005 and the Authorities cited above, it is clear that an arbitration agreement does not necessarily require signature of both parties to be enforceable in law.

15. Reverting to Mr. Manji's argument that the arbitration clause is

against public policy and very expensive. I rely upon the observations of Mr. Justice Ajmal Mian (as he then was) of the Supreme Court of Pakistan in Hitachi Limited v. Rupali Polyester, 1998 SCMR 1618 at pages 1686 and 1687, which states as follows:

> "I may observe that while dealing with an application under section 34 of the Arbitration Act in relation to a foreign arbitration clause like the one in issue, the Court's approach should be dynamic and it should bear in mind that unless there are some compelling reasons, such an arbitration clause should be honoured as generally the other party to such an arbitration clause is a foreign party. With the development and growth of International Trade and Commerce and due to modernization of Communication/Transport systems in the World, the contracts containing such an arbitration clause are very common nowadays. The bargain, that follows from the sanctity which the Court attaches to contracts, must be applied with more vigour to a contract containing a foreign arbitration clause. We should not overlook the fact that any breach of a term of such a contract to which a foreign company or person is a party, will tarnish the image of Pakistan in the comity of nations. A ground which could be a contemplation of party at the time of entering into the contract as a prudent man of business cannot furnish basis for refusal to stay the suit under section 34 of the Act. So the ground like, that it would be difficult to carry the voluminous evidence or numerous witnesses to a foreign country for arbitration proceedings or that it would be too expensive or that the subject-matter of the contract is in Pakistan or that the breach of the contract has taken place in Pakistan in my view cannot be a sound ground for refusal to stay a suit filed in Pakistan in breach of a foreign arbitration clause contained in contract of the nature referred to hereinabove. In order to deprive a foreign party to have arbitration in a foreign country in the manner provided for in the contract, the Court should come to the conclusion that the enforcement of such an arbitration clause would be unconscionable or would amount to forcing the Plaintiff to honour a different contract, which was not in contemplation of the parties and which could not have been in their contemplation as a prudent man of business."

16. Mr. Manji's arguments regarding public policy and expensiveness of the arbitration taking place in London as ground for stay of suit are no longer tenable in light of the observations of the Supreme Court of Pakistan in the Hitachi case, the Ordinance XX of 2005 and the liberal investment policy of the Government of Pakistan. There is no doubt some expense is involved in litigation but that is true

anywhere in the world. In the present suit, the plaintiff has filed a suit for more than US$ 1 million, and it is reasonable to expect to incur some expense in the event of a dispute. Further, there is no restriction imposed by the State Bank of Pakistan on remittance of foreign exchange for any lawful purpose at any time and with the availability of modern devices such as teleconferencing facilities, evidence may be recorded easily anywhere in the World under the supervision of the arbitral body.

17. On reading sections 1(3), (3), (4) with Article II of the Ordinance XX of 2005, it is also clear that on filing of an application by any party to the proceeding, the Court has no discretion and it is obliged to stay the proceeding unless it finds that the agreement is null and void or inoperative or incapable of being performed. The Plaintiff has failed to satisfy the Court that either one of the three ingredients for refusal of stay of suit are applicable in the present circumstances.

18. Additionally, I have also gone through the documents involved in the matter and have come to the conclusion that all the documents are related to each other and all the faxes, pro forma invoice, L.C. as well as Sales Contract are part of one deal and that the matter should be decided as per the terms of the Sales Contract agreed between the parties which includes the arbitration agreement.

In light of the above, I stay the suit and direct the Plaintiff to resort to the terms of the Sales Contract for settlement of its dispute with the Defendant by arbitration as agreed between the parties.

H.B.T./M-101/K Order accordingly.

P L D 2006 Karachi 674

Before Sabihuddin Ahmed, C.J.
and Mrs. Qaiser Iqbal, J

ABDUL SATTAR through L.Rs.---Petitioners

versus

GHULAM RASOOL and 2 others---Respondents

Constitutional Petition No.858 of 1997, decided on 24th May, 2006.

(a) Abandoned Properties (Taking Over and Management) Act (XX of 1975)---

----S. 2(f)---Pakistan Citizenship Act (II of 1951), Ss.3(2) & 16-A(1)(3)---Constitution of Pakistan (1973), Art.199---Constitutional petition---Board of Trustees not empowered to declare, whether a particular person is or is not citizen of Pakistan. [p. 677] A

(b) Abandoned Properties (Taking Over and Management) Act (XX of 1975)---

----Ss. 13 & 14---Pakistan Citizenship Act (II of 1951), Ss. 3(2) & 16-A(1)(3)---Constitution of Pakistan (1973), Art.199---Constitutional petition---Respondent's property claimed by petitioner to be in his possession since year, 1951 under oral sale---Board of Trustees notified such property as abandoned property on the ground that respondent at one point of time intended to carry out business in erstwhile East Pakistan---Validity---Merely such ground would not be conclusive proof of the fact that respondent was a "specified person" within meaning of Pakistan Citizenship Act, 1951---Such order of Board of Trustees was illegal and without lawful authority. [pp. 677, 678] B & D

Board of Trustees through Chairman Islamabad v. Syed Munirul Huda Chowdhry and others PLD 1998 SC 127 rel.

(c) Abandoned Properties (Taking Over and Management) Rules, 1975---

----R. 11---Constitution of Pakistan (1973), Art.199---Constitutional petition---Suo motu revisional jurisdiction of Board of Trustees---Limitation---Order of Deputy Administrator passed six years back---Board of Trustees set aside such order in exercise of its suo motu revisional powers---Validity---Such powers could be exercised within thirty days of passing of order by Deputy Administrator---Order of Board of Trustees was held, to be illegal. [p. 678] C

Shahanshah Hussain for Petitioners.
Hissmuddin for Respondents.

Date of hearing: 24th May, 2006.

JUDGMENT

MRS. QAISER IQBAL, J.---The petitioners seek that impugned order dated 28-11-1996 passed by the Board of Trustees, Abandoned Properties Cabinet Division Camp Office at Karachi as consequence of proceedings under section 15(3) of the Abandoned Properties (Taking Over and Management) Act, 1975 to be declared as without lawful authority and of no legal effect.

2. Briefly the facts leading to the petition are that the petitioner since deceased purchased benami Building Nos. O.T.1/64, R.S. 2/2 situated at Mithadar and Ramswami, respectively, at Karachi in the name of respondent No.1. The original document relating to the Buildings along with General Power of Attorney were delivered to the deceased petitioner by respondent No.1 who left for India in the year 1957. Uninterrupted possession of both the Buildings remained with the