

Form No: HCJD/C-121

ORDER SHEET

IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

Civil Revision No.91 /2012

Shifa International Hospital

Vs

Mohammed Abbas

S. No. of order/ proceedings	Date of order/ Proceedings	Order with signature of Judge and that of parties or counsel where necessary.
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26.09.2019 Ch. Muhammad Imran, Advocate
for the petitioner.

The facts leading to the filing of the instant petition are that one Muhammad Javed was admitted in the petitioner Hospital for medical treatment on 26.10.2001 and was discharged on 30.10.2001 and due medical treatment was given to him. The invoice amount of the petitioner Hospital for medical treatment rendered to Muhammad Javed turned out to Rs.1,27,886/-. A sum of Rs.75,000/- was deposited as advance by the said patient; however, at the time of discharge he was unable to pay balance amount. The respondent as a security to the payment surrendered his Special Saving Certificate bearing No.HB300831 dated 08.10.2001 in the sum of Rs.50,000/- with the petitioner and also

executed a letter in this behalf. The said Special Saving Certificate was neither encashed as the respondent had it encashed before the petitioner. Suit for recovery was filed by the petitioner which was dismissed vide judgment and decree dated 16.09.2010. Appeal was preferred by the petitioner which was also dismissed on 31.03.2012.

2. Notices were issued to the respondent even by newspaper proclamation but no one appeared, hence the respondent was ordered to be proceeded *ex parte*.

3. Learned counsel for the petitioner, *inter alia*, contended that it is an admitted fact that the payment with respect to the treatment of Muhammad Javed was not made and the respondent tendered the Special Saving Certificate as security and a memorandum/letter was issued in this behalf which is Ex.P-2. It was contended that the referred letter has been disbelieved as it does not contain signature of the respondent. When confronted that whether the link between Muhammad Javed and the respondent is established through an independent and cogent evidence, learned counsel for the petitioner failed to point out any document in this

behalf.

4. Arguments advanced by the learned counsel for the petitioner have been heard and the documents placed on record perused with his able assistance.

5. The document tendered in evidence Ex.P-2 admittedly does not contain the signature of the respondent and only bears signatures of the Hospital Authorities and one witness. Under Article 17(2) of the Qanoon-e-Shahadat Order, 1984 every document in financial matters is required to be attested by two witnesses and this is not the case in the instant matter. Even otherwise, the memorandum should acknowledge on behalf of the depositor that he is surrendering the document in question which is again not the case. The signatures are only of the Hospital Authorities. It was the case of the petitioner that the inpatient receipt was tendered in evidence by the respondent. The bare examination of the document showed that it is a marked document which has no evidentiary value. The petitioner has failed to establish transaction with respect to which the original Special Saving Certificate came in its possession. There is nothing on record to establish the referred transaction. Mere

possession of the Special Saving Certificate is inconsequential. The impugned judgment does not suffer from any jurisdictional error warranting interference in the instant petition.

6. For the above reasons, the instant petition is without merit and is accordingly dismissed.

(AAMER FAROOQ)
JUDGE

M.Naveed