

Form No: HCJD/C-121
ORDER SHEET
IN THE LAHORE HIGH COURT
BAHAWALPUR BENCH BAHAWALPUR
JUDICIAL DEPARTMENT

FAO No. **09/2026/BWP**

M/s SS Paper & Board Mills
(Private) Limited

Versus Swift Solar Energy Private
Limited etc.

S.No. of order/ Proceeding	Date of order/ Proceeding	Order with signature of Judge and that of parties or counsel, where necessary.
	10.03.2026	Sardar Abdul Basit Khan, Advocate for the appellant.

Through this First Appeal under Order XLIII Rule 1(r) CPC, legality and validity of order dated 24.02.2026 passed by the learned Civil Judge 1st Class, Rahim Yar Khan has been assailed, whereby learned trial court has partially granted *ad interim* relief to the appellant in application under Order XXXIX Rules 1 and 2 CPC for grant of temporary injunction filed alongwith suit for specific performance of agreements dated 15.11.2024 and 26.02.2025 alongwith permanent and mandatory injunction (hereinafter called “**stay application**”) and the case has been adjourned to 17.03.2026.

2. Bereft of irrelevant particulars, facts of the case are that the appellant is a Private Limited Company which has filed a suit for specific performance of agreements dated 15.11.2024 and 26.02.2025 with regard to installation and operation of 600 KW and 400 KW On-Grid Solar System at its factory situated at Rahim Yar Khan against payment of Rs.87,868,000/- as a consequence of which respondents have installed the solar system and the appellant has been regularly making payments as per schedule of payment of installments. In the prayer clause of stay application, the appellant has

prayed for restoration of supply and operation of the solar system at the premises with further prayer that respondents be restrained from dismantling/removing the solar system till the disposal of the *lis*. Learned trial court, while considering the preliminary submissions, has directed the respondents that at this stage, they shall not remove, dismantle, alienate or create any third-party interest in respect of installed solar system at the appellant's premises till the next date of hearing and case has been posted for 17.03.2026 for summoning of respondents.

3. Learned counsel for the appellant submits that the appellant has not defaulted in payment of installments rather has paid more than the settled amount but respondents have suspended the operation of solar system. Submits that even apart from the paid amount, security cheques of the appellant are lying with respondents. Argues that control of solar system is with respondents and due to its termination, the appellant has been facing loss of approximately Rs.250,000/- daily. Learned counsel has relied upon *Additional Collector-II Sales Tax, Lahore v. Messrs Abdullah Sugar Mills Ltd. and others* (2003 SCMR 1026), *Messrs Indus Motor Company Limited v. Federation of Pakistan through Secretary Ministry of Industries and Production and others* (2025 CLC 1951) and *Mst. Shazia Mehmood v. the State and others* (2025 MLD 1976).

4. During the course of arguments, learned counsel for the appellant has been confronted with the facts:-

(i) *Appellant's stay application is pending adjudication before learned trial court and it can approach this Court for assailing the final verdict over the stay application.*

(ii) *The order under challenge is ad interim in nature and the appellant still has the chance to get the required relief before learned trial court.*

5. In response thereto, learned counsel has tried to convince this Court by stating that due to peculiar nature of the agreements and attracting circumstances, the appellant has been facing substantial loss, despite the fact that it has paid excessive amount according to the settled schedule of payment. He has further submitted that even the appellant's security cheques are with respondents, therefore, learned trial court has failed to appreciate the balance of convenience which tilts in favour of the appellant.

6. Heard. Record perused.

7. Taking light from the dictum laid down in *Shariq Builders and Property Advisors v. Dr. Muhammad Faisal Murad and others* (2024 MLD 32), this Court is of the considered view that the instant appeal is not maintainable wherein the terms “*ad interim* injunction” and “temporary injunction” have been distinguished while holding that “*ad interim*” would mean for the meantime (to make the interim gap) and refusal of “*ad interim*” injunction would not mean a case “decided.”

8. So far as the judgments cited by learned counsel for the appellant are concerned, the same are distinguishable on facts, therefore, not fruitful for him.

9. The crux of the arguments advanced by learned counsel is that the appellant has been suffering due to inoperativeness of the solar system, despite having paid an extra amount in terms of the agreements and facing huge monetary loss as time goes by. The anxiousness of

learned counsel regarding the nature of interim relief may aptly be encapsulated in the famous proverb: “*till the antidote reaches, the snake-bitten may die.*”

10. Since the controversy before this Court arises out of an order relating to *ad interim* injunction and the stay application of appellant is still pending before learned trial court, therefore, this Court refrains from expressing any opinion on merits of the case. However, for extending guidance to learned trial court to decide the stay application, this Court feels it apposite to make reference to judgment reported as *Muhammad Rasab and another v. Muhammad Siddiquie Chaudhry* (1998 MLD 2045) wherein the terms “balance of convenience” and “balance of inconvenience” have been elaborated and key factors to be taken into account while granting or refusing an injunction have been demystified. Relevant portion thereof is reproduced below for ready reference:-

“8. *The meaning of balance of convenience in favour of plaintiff is that if an injunction is not granted and the suit is ultimately decided in favour of the plaintiff the inconvenience caused to the plaintiff would be greater than that which would be caused to the defendant if an injunction is granted but the suit is ultimately dismissed. Although it is called balance of convenience, it is really the balance of inconvenience and it is for the plaintiffs to show that inconvenience to be caused to them would be greater than that which may be caused to the defendant.*”

11. In the light of foregoing reasons, the instant appeal is **disposed of** with a direction to learned trial court to decide the stay application swiftly, preferably within a period of **15 days** from the date of receipt of a certified copy of this order, after affording adequate opportunity of hearing to the parties and strictly in accordance with law without being influenced by any observation made

herein, while keeping in view the peculiar nature of terms of agreements, especially the principle/rule of convenience and inconvenience applicable to the parties, as condensed in the case of Muhammad Rasab and another (supra).

12. Let a copy of this order be transmitted to learned trial court for information and compliance.

Signed
12.03.2026

(MALIK WAQAR HAIDER AWAN)
JUDGE

Abis Ali

APPROVED FOR REPORTING

JUDGE