

ORDER SHEET  
IN THE HIGH COURT OF SINDH AT KARACHI  
**CP No.D-2086 of 2016**

DATE	ORDER WITH SIGNATURE OF JUDGE(S).
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Before:-

Mr. Justice Adnan-ul-Karim Memon  
Mr. Justice Zulfiqar Ali Sangi

**Date of hearing and order: 15.04.2026**

M/s. Muhammad Ahmar and Arbab Gohar, Advocates for the Petitioners.

Mr. Talha Abbasi, for the Respondent.

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**ORDER**

**Adnan-ul-Karim Memon, J** It is the case of the petitioners that Plot No. BA-7/1, Business Avenue, Phase-VIII(C), measuring 600 square yards, situated in DHA, Karachi, was originally allotted by the respondent to Petitioner No. 2, who subsequently transferred the same to Petitioner No. 1. The respondent, however, cancelled the allotment vide letter dated 25.02.2016 addressed to the petitioners. Prior to this, Petitioner No. 2 had filed Constitutional Petition bearing C.P. No. D-4981/2014 before this Court, which was disposed of with the consent of the parties vide order dated 07.10.2015. Through the said order, the earlier cancellation was set aside, and the respondent was directed to provide Petitioner No. 1 with an opportunity of hearing before taking any adverse action regarding the cancellation of the allotment. Subsequently, the respondent issued a show-cause notice dated 26.11.2015 to both petitioners, to which they submitted a detailed reply on 11.01.2016. Thereafter, the petitioners were directed to appear before the Secretary of the respondent for a personal hearing. Vide letter dated 10.02.2016, the petitioners requested that their counsel be permitted to represent them during the hearing of the show-cause notice. However, while the said request for a personal hearing was still pending, the respondent issued the impugned letter dated 25.02.2016, purportedly cancelling the allotment of the subject plot. The petitioners averred that the impugned letter/order is coram non iudice, as the Secretary of the respondent lacked the legal competence to issue the same. It is further submitted that the allegations of fraud and misrepresentation, purportedly attributed to the petitioners, were not made the basis of cancellation in the impugned notice.

2. At this stage, both parties have agreed to the disposal of the present petition in terms of an application filed under Order XXIII Rule 3 of the Code of Civil Procedure, 1908, whereby they have amicably settled their dispute on the following terms:

1. **“Settlement Agreement: The legal heirs of late Muhammad Anis Khan and the Defence Housing Authority, Karachi, have entered into a Settlement Agreement dated 02.04.2026, resolving all disputes between them amicably.**
2. **Undertaking to Withdraw Petition: In terms of Clause 2 of the Settlement Agreement, the legal heirs have undertaken to withdraw the above-captioned Constitutional Petition.**
3. **The withdrawal of the petition is conditional. In the event that the Defence Housing Authority, Karachi, fails to fulfill any of its obligations under the Settlement Agreement, the legal heirs shall retain the right to seek revival of these proceedings as well as to avail any other legal remedy available under the law.”**

3. In view of the above, and without touching upon the merits of the case, this petition is disposed of along with all pending applications in terms of the Settlement Agreement arrived at between the parties, as disclosed in the instant application bearing CMA No. 9040/2026.

4. The listed application stands disposed of accordingly.

JUDGE

JUDGE

Ayaz Gul