

ORDER SHEET

HIGH COURT OF SINDH AT KARACHI

HCA No.175 of 2016

Date Order with signature of Judge

1. For orders on CMA No.593/2021 (U/S 151)
2. For orders on CMA No.475/2021 (U/O 23).
3. For orders on CMA No.2086/20 (U/S 151)
4. For orders on office objection / reply
5. For hearing of CMA No.3053/19 (U/O 1 R 10)
6. For hearing of CMA No.1635/19 (U/S 151)
7. For hearing of CMA NO.321/19 (U/O 151)
8. For hearing of CMA No.3861/17 Compromise)
9. For hearing of main case
10. For hearing of CMA No.2160/16 (Stay)

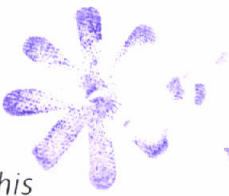
17.03.2021.

Mr. Zahir Hussain Chishti, advocate for the appellants.
Mr. Hassan Mujtaba | Abidi, advocate for appellant No.5.
Mr. Mukhtiar Hussain Qazi, advocate for respondent No.1.
Syed Qasim Hassan Jafri, advocate for respondent No.2, 4 and 5.
Mr. Latifur Rehman Sarwari, advocate.

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2. Through this application it has been stated that the appellants and the respondents have settled their matter outside the Court in the following terms:

- "1. That the appellants & Respondents have mutually agreed to see the property by themselves with the consent of all shareholders without the involvement of Nazir. The parties have patch up their dispute outside the Court due to intervention of common friend and well-wishers and do not want to proceed above appeal.
2. That it is prayed to this Honourable Court to give the direction to the PECHS administration/secretary, that mutation in the record of PECHS Karachi be made in the name of all the surviving legal heirs of the deceased Syed Hussain Shah S/o Syed Nadir Hussain Shah as contented in the above appeal. It's all expenses of transfer and Redemption be borne by the applicant Syed Sajid Hussain & be deducted from the sale proceed Amount of property.
3. That since the appellant No.1 has paid all dues of Respondent No.6 and the document deposit with the Respondent No.6 as security to refund the loan and the documents are no more required therefore, Respondent No.6 (H.B.F.C) moved CMA No.321/2019 which be allowed & Respondent No.6 be directed to return original document to the appellant No.1.



4. That CMA No.3861/2017 (for compromise) in view of this fresh Application be dispose as becoming infructuous.
5. That CMA No.1630/2019 moved by the respondent No.4 be dispose of as not (pressed) as all the parties have agreed to sale the property and negotiation with purchaser are likely to be finalize within 6 month at all consisted High Rate.
6. That CMA No.3053 of 1999 under Order 1 Rule 10 CPC for substituting the appellant No.5 as respondent be disposed of as not pressed.
7. That the Taxes & Utility charges had been cleared/paid the Appellant No.1 exclusively, out of the income of suit property as he has been in possession of property since the time of death of their predecessor. Further expenses till the delivery of possession to the purchase is being paid by the Appellant No.1 from his pocket will be adjusted from the sale proceed of the property in question. As the entire property is vacated by the tenant and there is no income to meet necessary expenses.
8. That no further proceeding shall be initiated by any of the parties to the above appeal in respect of this property.
9. That the total sale consideration amount shall be deposited in the joint account of Appellant No.1 Mr. Syed Sajid Hussain S/o Syed Hussain Shah, Respondent No.1 Mr. Syed Shiraz Shah S/o Syed Shahid Hussain Shah & Respondent No.5. Syeda Shama Khatoon W/o Syed Sultan Haider Rizvi S/o Syed Haider Ali Rizvi through her attorney Mr. Syed Sultan Haider Rizvi may act as her attorney. They shall be bound to sign cheque to distribute the share amongst LRS as per Mohammadan Law. The Bank charges, taxes, if any also be deducted from sale proceed.
10. That all the concerned parties/LRS shall be initiated & finalized the transfer proceed procedure of deceased Syed Hussain Shah property in the name of his LRs & all such expenses born by Mr. Sajid Hussain & these expenses be deducted from sale proceed Amount.
11. That thereafter the time period of sale of property be computed & be finalized within (6) six months from the date of mutation of property & if any person made violation the terms of the Agreement/compromise Rs.10,00,000/- (Rupees ten lac) be deducted from his share from the sale proceed amount & the same deducted amount be distributed amongst the other legal heirs.
12. That if the Appellant No.1 or the parties concern fails to sell the suit property within six months' time, or further extended time of six months, after mutation, judgment of this

Honourable Court dated 27.4.2016 in suit No.217/1992 will be invoked/restored.

13. That after clearance of the sale proceed amount, the peaceful vacant possession of the said property shall be delivered to the purchaser through Appellant No.1 Mr. Syed Sajid Hussain and Mr. Shiraz the respondent No.1.
14. The total consideration shall be distributed amongst the above parties or their legal heirs all ready brought on record according to respective share of the legal heirs of deceased Syed Hussain Shah who was the original owner of property No.11-KI, Block-6, PECHS, Karachi".

The appellant Syed Sajid Hussain, who is attorney of appellant No.3(i),3(ii) & 4 and respondents are present before us and endorsed that the compromise has been entered between the parties without any duress and coercion from any quarter and they have amicably settled their matter and have also endorsed the signatures appended on the application. Their original NICs have been seen and returned. Similar is the position of the respondent No.1(i) to 1(vii) and legal heirs of respondents No.2,3 4&5. The matter is therefore disposed of along with all the listed applications in the terms of compromise between the parties.

JUDGE

JUDGE

order
entered
on 10/3/21
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