

IN THE HIGH COURT OF SINDH, KARACHI.**C.P No.S-783 of 2024**

(Muhammad Shafique vs.Rafaqat)

Fresh case

1. For orders on MA No.7016/2024(U/A) /2024
2. For orders on MA No.6124/2024)
3. For orders on MA No.6125/2024
4. For hearing of main case

13.08.2024

M/s. Muhammad Fahim Zia and Sawan Meghwar, Advocate for Petitioner

ORDER

MUHAMMAD IQBAL KALHORO J: Respondent filed a rent application against petitioner for vacating the demised premises i.e. House No.247, Block-F, measuring 120 sq. yds. Near Usman Ghani Masjid, Itihad Town, Baldia Town, Karachi, on default and personal bonafide need.

2. Petitioner in the written statement took the plea that he was owner of the property by way of a sale agreement dated 13.06.1997 executed between him and one Rafaqat. The Rent Controller rejected his claim and allowed the rent application. He challenged the same in FRA No.128/2023 but without any success. It was dismissed vide order dated 22.05.2024, hence this petition.

3. His counsel has argued that both the Courts below have not appreciated the fact that there existed a sale agreement and petitioner was not the tenant of the respondent. However, I have seen both the impugned orders. The Courts below have attended to this fact thoroughly and have given findings based on proper reasoning dismissing claim of the petitioner to be owner of the property on the basis of the sale agreement. The appellate Court in para No.5 after discussing the *pros and cons* of the sale agreement has not believed the same either. On the other hand, respondent produced the rent agreement between the parties and examined the marginal witness to establish the same. No infirmity or illegality has been pointed out by learned counsel in both judgments. This being the position, this constitution petition having limited scope is not competent and is accordingly dismissed in *limine* along with listed applications.

JUDGERafiq/P.A.