

ORDER SHEET
IN THE HIGH COURT OF SINDH KARACHI

Const. Petition No. S-975 of 2025
Aneela Shujaat v Royal Institute of International Studies

Date	Order with signature(s) of Judge(s)
Directions.	

For orders as to the maintainability of petition.

20.11.2025.

Mr. Ashfaq Ali Gilal, Advocate for the Petitioner.
Mr. Zafar Iqbal Datt, Advocate for Respondent.
Mr. Muhammad Kamran Khan, Assistant Advocate General Sindh.

Nisar Ahmed Bhanbhro, J. Through the instant petition, the petitioner has challenged the order dated 13.08.2025 whereby an application under Section 16 of the SRPO, 1979 was declined.

2. Learned counsel for the petitioner submits that the learned trial Court dismissed the application on the ground that the tenant had constructed additional rooms and carried out other allied works pursuant to an Addendum Agreement dated 15th July, 2022. He argued that the said agreement was never executed and is a false document. He further argued that the default in payment of rent is admitted; therefore, a fit case to invoke Section 16(1) of the SRPO, 1979. He argued that learned trial Court should direct the tenant to deposit the arrears of rent in order to proceed further in the matter. He placed reliance upon the case of *Mst. Zahida Perveen v. Iftikhar Hussain* reported as 2019 YLR 474, and an unreported judgment of this Court in C.P. No. S-1377 & 1378 of 2024 (re: *Muhammad Jawaaid v. Muhammad Anas Zafar Soleja*), which establishes that such orders are interim in nature and that this Court has jurisdiction to entertain a writ against them. He therefore prayed that this petition be allowed, the impugned order set aside, and his application under Section 16 of the SRPO, 1979 be allowed.

3. Learned counsel for the **respondent** contended that the initial agreement was executed in November 2021, wherein the parties agreed to a monthly rent of Rs. 950,000/-. He further submits that since the tenants were running an educational institution, they constructed nine additional classrooms and installed other fixtures, incurring a cost of Rs. 41 million, of which 50% was payable by the landlady. He submits that the trial Court passed the order within the four corners of the law, as the dispute between the parties involved the settlement of accounts. He, therefore, prayed for the dismissal of the application.

4. Heard arguments and perused the material available on record.

5. Admittedly the tenants are in default in payment of rent under notion that the cost incurred on the additional construction was adjustable in the monthly rent though the Addendum Agreement is vehemently denied by the petitioner even if the said agreement for the sake of arguments is taken to be true then it contains a condition of payment of construction amount with mutual agreement. For the sake of convenience, relevant paragraph of Addendum Agreement is reproduced below:-

“The amount of which will be mutually agreed whether full or partial rental payments will be adjusted against construction costs. All previous terms and conditions are suspended by this addendum.”

6. A perusal of the Addendum Agreement reveals that the amount incurred on the construction of additional rooms was to be adjusted as mutually agreed upon, including whether the full or partial rental payments would be adjusted against the construction costs. No such mutual agreement has been placed on record to show whether the parties agreed to a full deduction of rental payments or a partial one. Until such an agreement was reached, the tenants were required to pay monthly rent to the landlady without any default. Since the premises is being used as an educational institution, failure to pay rent pursuant to an order passed under Section 16(1) of the SRPO, 1979, may result in the striking of the tenants' defence, could prove harsh, not only for the tenants but also for the students studying therein.

7. Since the Rent Controller did not consider the aspect of non-payment of rent which is evident from the Addendum Agreement and dismissed the application under Section 16(1) of the SRPO, 1979 on grounds which, prima facie, require determination through proper evidence before the civil court, the order cannot be sustained. Needless to observe that the Rent Controller, for the purposes of rent matters, is vested with the powers of a civil court under Section 20 of the SRPO, 1979; therefore, if the Court was of the view that the issue regarding default in payment of rent required evidence, it could have required the parties to enter the witness box to establish the genuineness of the Addendum Agreement and the clauses which allegedly prevented the tenants from paying monthly rent. In my humble view, the Addendum Agreement did not prevent the tenants from depositing the monthly rent, and the adjustment of the construction cost was subject to a mutual agreement, which is not available on record in the present case.

8. In view of the above observations, since the tenants are running a school in the demised premises and until such time the Addendum Agreement is put to evidence and its authenticity examined by the concerned Court, the tenants shall pay the rent from May 2020 till date. As for the remaining amount for the months

of January to April 2025, the same shall be determined by the Court after recording the evidence, whether be adjusted in construction cost or not seized with Suit No.307 of 2025 filed by respondents.

9. This petition stand disposed of in the above terms. Respondent shall make good arrangement for payment of arrears of rent from May, 2025 till to date before the trial Court within a period of two months from the date of this order.

JUDGE