IN THE HIGH COURT OF SINDH BENCH AT SUKKUR

Civil Revision Appln. No. S-200 of 2025

Applicant	:	Satoon S/o Rato Khan, Mahar *Through* Mr. Zulfiqar Ali Arain, Advocate
Respondents	:	Muhammad Iqbal s/o Meeraj-ul-Deen through Legal heirs: 1. (a) to 1(i) [Names as per record] 2. Khan Muhammad s/o Jumo 3. Gul Hassan s/o Nabi Bux 4. Muhammad Ali s/o Muhammad Siddique 5. Muhammad Mocharo s/o Jam Sabar 6. Ali Akbar s/o Noor Muhammad, all by caste Mahar 7. to 10. Revenue/official respondents
Date of Hearing	:	02.02.2026
Date of decision	:	02.02.2026

O R D E R

KHALID HUSSAIN SHAHANI, J.— The applicant invokes the revisional jurisdiction of this Court, impugning the concurrent judgments and decrees whereby F.C Suit No. 147 of 2021 for specific performance, cancellation of subsequent sale deeds and permanent injunction was dismissed by the learned Senior Civil Judge, Daharki, and Civil Appeal No.165 of 2024 met the same fate before the learned Additional District Judge, Daharki.

2. The substratum of the applicant's claim rests on an *Iqrarnama*/Agreement to Sell dated 15.11.2016 in respect of (20-00) acres of agricultural land, out of a larger *khewat* comprising various survey blocks, allegedly executed by the original defendant Muhammad Iqbal (now deceased) for a consideration of Rs.20,00,000/-, whereunder Rs.15,00,000/- is said to have been paid as earnest money and possession purportedly delivered, with the balance of Rs.5,00,000/- to be tendered at the time of execution of the registered sale deed. Post demise of the vendor, his legal heirs are alleged to have executed three registered sale deeds in early 2020 in favor of respondents No.2 to 6, which instruments the applicant seeks to avoid as being in derogation of his asserted pre-existing equitable interest.

3. The trial court, upon a comprehensive appraisal of the oral and documentary evidence, found against the applicant on the pivotal issues regarding execution and genuineness of the agreement, entitlement to specific performance, and authenticity of the impugned instruments, holding the agreement to be a false and fabricated document and dismissing the suit. The first appellate court, in due exercise of its re-appraisal jurisdiction, affirmed those findings and imposed costs of Rs.20,000/- upon the appellant, directing recovery as arrears of land revenue.

4. Learned counsel for the applicant has, with some vehemence, assailed the impugned judgments on the usual refrain that the courts below misread and non-read the evidence, failed to accord due weight to the production of the original agreement and supporting witnesses, and were unduly swayed by what were described as minor procedural irregularities surrounding the notarial act and the issuance of stamp paper. It is further urged that the ex parte stance of the vendor's legal heirs warranted an adverse inference, and that the appellate court exceeded its remit by issuing administrative directions to revenue authorities and by saddling the applicant with what is said to be excessive costs.

5. Having heard learned counsel at some length and having undertaken an anxious scrutiny of the record, this Court is of the considered view that the Revision Application is vitiated at the very threshold by an insurmountable bar of limitation. The agreement is dated 15.11.2016; the suit was instituted in early March 2020, well beyond the triennial period prescribed for suits for specific performance under Article 54 of the Limitation Act, 1908, reckoned from the date fixed for performance, or, where no such date is fixed, from the date when the plaintiff has notice of refusal. The agreement is conspicuously silent as to any calendar date for performance, and the pleadings are bereft of any cogent assertion of readiness and willingness within the limitation period, or of any specific date or event from which refusal could be

inferred. No plea is set up to bring the case within the curative ambit of Sections 6, 17 or 18 of the Limitation Act, 1908. The invocation of alleged assurances by the legal heirs after the death of the original vendor, or the claim of continued possession, cannot, in law, extend, suspend or revive the statutory period of limitation for a suit of this nature.

6. Where, as here, the material dates are admitted and no tenable case for extension or exclusion of time is even faintly articulated, the bar of limitation assumes a jurisdictional complexion and goes to the root of the matter. Both courts below were therefore correct in non-suiting the applicant on this foundational ground alone, and this finding is, by itself, sufficient to non-suit the applicant in revision in limine.

7. Even if one were to momentarily put limitation in abeyance, the evidentiary edifice erected by the applicant is so structurally unsound that no court, acting judiciously, could have decreed the suit. The plaintiff, despite being alive and competent, abstained from entering the witness box, choosing instead to examine an attorney who is neither a signatory to, nor a marginal witness of, the impugned agreement and whose personal knowledge of the transaction is not discernible from the pleadings or the document. This omission offends the fundamental precept that a plaintiff seeking specific performance must himself depose as to execution, consideration, readiness and willingness, and possession.

8. The testimony of the Stamp Vendor, who candidly admitted issuance of a blank stamp paper, absence of his endorsement as scribe on the body of the agreement, and failure to maintain or produce any register of issuance, corrodes the document at its core. The admitted expiry of the Notary's license at the time of attestation, though not independently fatal, further detracts from the reliability of the instrument when viewed cumulatively with the aforesaid infirmities. The so-called marginal witnesses are embroiled in collateral litigation concerning the same land and their statements are marred

by material contradictions, one of them even appearing to concede that the signature of the vendor on the agreement is "managed". In these circumstances, the concurrent conclusion that the agreement is a fabricated and ante-dated document is an eminently plausible inference on the evidence and does not admit of revisional interference.

9. As regards possession, the applicant's reliance on a solitary SIDA receipt of equivocal probative value falls manifestly short of demonstrating actual, continuous and exclusive possession referable to the agreement. By contrast, respondents No. 2 to 6 derive title from three registered sale deeds of 2020, which, by virtue of Section 79 of the Registration Act, 1908, enjoy a presumption of regularity that the applicant has wholly failed to rebut by clear and convincing evidence. In the absence of any plea or proof of fraud, collusion or notice, such vendees stand on the higher pedestal of bona fide purchasers for value and are entitled to the legal protection ordinarily afforded to them.

10. The argument that the ex parte conduct of the vendor's legal heirs mandates an adverse inference under Article 129(g) of the Qanun-e-Shahadat Order, 1984, is misconceived. The failure of one set of defendants to contest the proceedings does not relieve the plaintiff of the burden of proof, particularly where the suit is strenuously resisted by subsequent transferees who have a direct and substantial interest in the subject matter. Silence of a party cannot be equated with an admission when weighed against the positive, documentary title of contesting respondents.

11. The challenge to the costs imposed by the appellate court and to the ancillary direction for their recovery as arrears of land revenue is equally devoid of substance. The imposition and quantification of costs lie within the sound discretion of the court under Section 35, Code of Civil Procedure, 1908, to be exercised on judicial principles. The costs awarded, in the context of a meritless appeal seeking to unsettle well-reasoned concurrent findings, cannot be branded as arbitrary or oppressive. The modality of recovery, even if open to debate,

does not impinge upon the intrinsic correctness of the dismissal of the appeal and does not, in any event, constitute a jurisdictional defect.

12. It thus becomes necessary to revert to the touchstone for exercise of revisional jurisdiction under Section 115, C.P.C. That jurisdiction is narrow, supervisory and corrective, not appellate in character. Interference is permissible only where the subordinate court has exercised a jurisdiction not vested in it by law, has failed to exercise jurisdiction so vested, or has acted in the exercise of its jurisdiction illegally or with material irregularity; concurrent findings of fact, particularly those resting on appreciation of oral evidence and assessment of credibility, are not to be disturbed unless shown to be perverse, based on no evidence, or tainted by gross misreading or non-reading.

13. The present case does not even remotely meet that stringent threshold. Both courts below have meticulously marshalled the evidence, applied the correct legal principles governing limitation, specific performance and evidentiary burdens, and returned concurrent conclusions that are rational, coherent and firmly anchored in the record. The applicant’s endeavor is nothing more than a transparent attempt to convert this Court’s revisional jurisdiction into a third tier of fact-finding, which is impermissible in law.

14. For these reasons, this Civil Revision Application is found to be hopelessly barred by limitation, bereft of merit on facts as well as law, and is accordingly dismissed in limine. The impugned judgments and decrees are maintained. Let copies of this order be transmitted to the learned Senior Civil Judge, Daharki, and the learned Additional District Judge, Daharki, for information and record.

J U D G E