

**IN THE HIGH COURT OF SINDH, CIRCUIT COURT MIRPURKHAS**

**Civil Revision Application No.S-91 of 2024**

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Applicant: Peeral Son of Fateh Muhammad,  
Through Mr. Harish Chander, Advocate.

Respondent No.1: Mst. Rehana Wd/o Liaquat Mehmood,  
Through Mr. Aziz Ahmed Laghari, Advocate.

Respondents No.2 to 4: Through Mr. Muhammad Shareef Solangi, A.A.G.

Date of hearing **15.01.2026**

Date of order **15.01.2026**

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**ORDER**

**Muhammad Hasan (Akber), J-:** The instant revision application is directed against the impugned Order dated 08.04.2014 passed by the learned Additional District Judge-II, Mirpurkhas, whereby the Civil Appeal No.Nil of 2014 alongwith application under section 5 of Limitation Act, filed by the applicant were dismissed.

2. The brief facts of the case are that the respondent No.1 / plaintiff filed F.C. Suit No.193 of 2008 before the learned First Senior Civil Judge, Mirpurkhas seeking specific performance of contract and permanent injunction. The suit was based on an agreement whereby the applicant / defendant No.1, owner of agricultural land measuring in total 53-06 acres situated in Deh 92, Tappo Khan, Taluka Hussain Bux Mari, agreed to sell the land to the plaintiff for a total consideration of Rs.17,49,000/-. An initial advance of Rs.1,00,000/- was paid at the time of execution of the first sale agreement dated 07-07-2007, with the balance amount to be paid on 30-10-2007. Subsequently, further payments amounting to Rs.4,64,000/- were made through cheque and cash, duly acknowledged by the defendant. As the defendant failed to complete the necessary documentation for execution of the registered sale deed within time, the parties mutually extended the time by executing a fresh agreement on 14-01-2008, wherein total payments of Rs.5,64,000/- were acknowledged out of the agreed sale consideration. Hence respondent No.1 / plaintiff filed the suit with the following prayers:-

a) Direct defendant No.1 to cause execution of registered sale deed of suit land in favour of plaintiff as per agreement after receiving remaining sale consideration coupled with putting plaintiff in vacant possession of land. In case of failure the Nazir of this court be deputed for such act as plaintiff is prepared to deposit remaining sale consideration in the court.

b) Grant permanent injunction against defendant No.1 restraining and prohibiting him from causing any change in record of rights in collusion with defendants No.2 and 3 in respect of suit land by himself through his men, agents, servants or any other persons in any manner.

c) Costs be awarded to plaintiff.

d) Any other relief court deems fit and proper be awarded.

3. The applicant / defendant No.1 filed written statement wherein he challenged the maintainability of the suit and denied that the plaintiff had any cause of action, disputing receipt of the alleged cheque of Rs.3,00,000/- and cash payments of Rs.12,500/- and Rs.58,500/-. While admitting execution of a sale agreement dated 07-07-2007 for Rs.17,49,000/-, he stated that only Rs.1,00,000/- was paid as earnest money and, due to non-completion by 30-10-2007, the time was mutually extended through a second agreement dated 14-01-2008, under which an additional Rs.1,00,000/- was paid and arrangements were made for further payments, including through Muhammad Usman Magsi and sale of standing paddy crop, totaling Rs.5,64,000/-. He alleged that cheques issued in favour of Muhammad Usman Magsi were dishonoured and accused the plaintiff of colluding with him to fabricate a false sale agreement, leading to a frivolous suit and criminal proceedings under Section 489-F PPC. According to the applicant, after adjusting the dishonoured cheques, the net amount received by him was Rs.3,14,000/-. He further asserted that he was always ready to complete the sale, issued a legal notice fixing 10-02-2008 for registration, attended the Sub-Registrar's office on that date, but the plaintiff and her husband failed to appear, rendering the suit liable to dismissal.

4. Upon pleadings of the parties, the learned trial Court framed the following issues:-

## ISSUES

1. Whether suit is not maintainable?
2. Whether plaintiff has no cause of action?
3. Whether suit is bad for mis-joinder of the parties?
4. Whether defendant No.1 not received Rs.3,00,000/- through Cheque No.0925329 dated 19-7-2007, Rs.12,500/- and Rs.58,500/- in cash on 20-8-2007 under receipt in favour of plaintiff towards sale agreement?
5. Whether plaintiff had made the payments as per terms of the agreement and issued two Cheques to Muhammad Usman Magsi towards sale consideration at the instance of defendant No.1?
6. Whether there has been any violation of the terms & conditions of sale agreement on the part of plaintiff?
7. Whether defendant No.1 failed to honour the agreed terms and conditions in respect of sale agreement, hence avoided to perform his part towards sale agreement?
8. Whether plaintiff in order to disguise her inability to purchase the suit land has filed present suit malafide?
9. Whether plaintiff is entitled for the relief claimed?
10. What should the order be?

5. Both parties led their respective evidence. Upon appraisal of the record and after hearing the arguments advanced from both sides, the learned trial Court decreed the suit vide judgment dated 15.01.2013 and decree dated 21.01.2023. Aggrieved by the said judgment and decree, the applicant / defendant No.1 preferred an appeal, which was dismissed vide order dated 08.04.2014, handed down by the learned Additional District Judge-II, Mirpurkhas.

6. Learned counsel for the applicant contended that the courts below erred in decreeing the suit for specific performance, as the respondent/plaintiff failed to establish continuous readiness and willingness to perform her part of the contract. He further submits that only earnest money was paid under the original agreement and that the subsequent agreement merely extended time without acknowledging full payment. Lastly, he prayed that revision application be allowed.

7. Learned counsel for respondent No.1 contended that execution of both sale agreements was admitted and that the subsequent agreement expressly acknowledged receipt of a substantial part of the sale consideration. He further submits that the allegations of dishonoured cheques, collusion and fabrication were unsubstantiated and rightly rejected by the courts below and that the applicant/defendant avoided execution of the sale deed, leaving the respondent/plaintiff with no option but to file the suit. Lastly he prayed that revision application be dismissed.

8. Learned A.A.G Sindh has also supported the impugned order.

9. I have given my anxious consideration to the submissions of both the sides and perused the entire material available before me with their able assistance.

10. Admittedly, the impugned judgment was passed on 15.01.2013 and the decree was prepared on 21.01.2013, yet the applicant did not take any steps to challenge the said judgment and decree within the statutory period prescribed for filing the appeal. On the contrary, record reveals that the applicant applied for certified copies after a lapse of more than one year and thereafter instituted the appeal along with an application under Section 5 of the Limitation Act. The sole ground taken for seeking condonation of such inordinate delay was that the applicant as well as his counsel were unaware of the passing of the judgment and decree. This explanation, even if taken at its face value, does not constitute "sufficient cause" within the contemplation of Section 5 of the Limitation Act. It is a settled principle of law that a party to the proceedings is under a legal obligation to remain vigilant and attentive to the progress and outcome of his case and cannot be permitted to plead ignorance of judicial proceedings as a ground for condonation of delay. The law requires a litigant to explain the delay day by day with plausible and convincing reasons, whereas in the present case, no satisfactory explanation has been furnished for the prolonged silence on the part of the applicant. Such casual and vague assertions fall short of the mandatory requirement of "sufficient cause" and do not justify the exercise of discretion in favour of the applicant.

11. Learned counsel for the applicant has failed to point out any illegality or material irregularity in the impugned order, which has been passed in accordance with law. No case for interference is made out; therefore, the instant Civil Revision Application stands **dismissed**. These are the reasons of short order dated 15-01-2026.

**JUDGE**

*"Faisal"*