IN THE HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

C.P No. S-853 of 2022
[Ajmal Khan v. Ali Akbar Lakho & Others]

Counsel for Petitioner:	Mr. Irfan Ahmed Qureshi, Advocate
Counsels/ Representatives for Respondents:	Respondent No. 1 in person Mr. Muhammad Ismail Bhutto, AAG
Date of Hearing:	24.11.2025
Date of Judgment:	15.12.2025

JUDGMENT

***RIAZAT ALI SAHAR, J*: -** Through this Constitutional Petition, the Petitioner calls into question the legality, propriety, and correctness of the impugned Judgment dated 22.10.2022 passed by the learned 7th Additional District Judge, Hyderabad in First Rent Appeal No. 46 of 2022. The said judgment, being contrary to law and based on misreading and non-reading of material evidence, has resulted in grave miscarriage of justice. The Petitioner, therefore, seeks indulgence of this Court to set aside the impugned orders in the interest of justice. Thus, seeking following relief:

> *"The petitioner/applicant humbly prays that this Honourable Court will graciously be pleased to admit the petition, call for R&P of rent application No.208 of 2015 (Nouman Anjum Vs Muhammad Jawaid, by which the learned Trial Court and First Rent Appeal No:48 of 2017 (Nouman Anjum Vs Muhammad Jaweed) by the learned appellant Court 9th Additional District Judge Hyderabad and after hearing the parties and perusal of the record and looking to the legality and set aside the orders dated: 29-05-2017 and Appellant Court order dated:14-03-2022 and pleased to allow the petition, by also exercising discretion in favour of the petitioner/Applicant set aside the orders dated: 29-05-2017 and Appellant Court order dated: 14-03-2022 and allow the rent application of the Petitioner/applicant."*

2. At this juncture, it is important to address that the Petitioner has, in the prayer clause of the memo of petition, sought the setting aside of two entirely different judgments pertaining to unrelated proceedings—an error which, in itself, is substantial and cannot be brushed aside as a mere typographical oversight, particularly when the petition bears the signatures of both the Petitioner and his learned counsel, along with the Petitioner's sworn affidavit. However, keeping in view the larger interest of justice and to avoid penalising the parties for the counsel's lapse, such a grave mistake is condoned, albeit with a caution to the learned counsel to exercise due care and diligence in future pleadings.

3. The parties entered into a written Tenancy Agreement dated 16.10.2019 whereby the Respondent was inducted as a tenant in the rented premises on agreed terms for an initial period of eleven months. Upon expiry of the tenancy, the Petitioner repeatedly requested the Respondent to vacate the premises, but the Respondent neither vacated nor complied with the contractual obligations regarding timely payment of rent, enhancement of rent, or clearance of utility bills, thereby committing wilful default. Consequently, the Petitioner initiated Rent Application No.01 of 2022, which was duly allowed by the learned Rent Controller; however, in First Rent Appeal No.46 of 2022, the learned Appellate Court, without proper appreciation of facts, evidence and established law, set aside the well-reasoned order of the trial court, hence, compelling the Petitioner to invoke the constitutional jurisdiction of this Court.

4. Learned counsel for the Petitioner contended that the impugned judgment suffers from gross misreading and non-reading of the material available on record, as the learned Appellate Court failed to appreciate the admitted defaults, the expiry of the tenancy period, and the consistent conduct of the Respondent in violating the essential terms of the Tenancy Agreement. He argued that the Rent Controller had rightly concluded that the Respondent was a wilful

defaulter and that the Petitioner had established his personal bona fide need, which remained unrebutted during trial. It was further submitted that the Appellate Court, despite acknowledging the expiry of tenancy and the calculation of enhanced rent, erroneously extended benefit to the Respondent by adjusting the advance amount, contrary to settled rent jurisprudence and the statutory scheme of the Sindh Rented Premises Ordinance, 1979. Learned counsel maintained that such findings are untenable in law, perverse in nature, and have resulted in grave miscarriage of justice, warranting interference by this Court.

5. On the other hand, Respondent No.1 filed a Counter Affidavit and contended that the present petition under Article 199 of the Constitution is misconceived, not maintainable and has been instituted with *mala fide* intent. He categorically denied the allegations contained in the petition, asserting that no default in payment of rent was ever committed and that he had been regularly tending rent to the Petitioner, which the Petitioner allegedly refused to receive. It was further averred that, upon such refusal, the Respondent tendered rent through money order and thereafter deposited the monthly rent at the rate of Rs.26,620/- in R.A. No.203 of 2022 before the learned 2nd Senior Civil Judge/Rent Controller, as evidenced by annexed money order receipts. The Respondent also asserted that he had been clearing all utility bills regularly and that the Appellate Court had rightly set aside the order of the Rent Controller, having appreciated the factual and legal position. He maintained that the Petitioner had approached this Court with unclean hands and suppressed material facts; therefore, the petition merits dismissal.

6. Heard the learned counsel for the Petitioner, Respondent No.1 in person and the learned AAG. The record has been carefully and thoroughly examined. At the very outset, it is necessary to reaffirm the well-settled principle that the constitutional jurisdiction of this Court cannot be invoked as a substitute for appellate review. The Sindh Rented Premises Ordinance, 1979 is a complete code

providing a full adjudicatory mechanism culminating in the appellate forum constituted under statute. The Honourable Supreme Court, in *Shakeel Ahmed and another v. Muhammad Tariq Farogh and others* (2010 SCMR 1925), has categorically held that once the statutory appellate authority has rendered its findings, the High Court cannot sit in further appeal nor re-examine evidence merely on the asking of an aggrieved party. This principle governs the current proceedings with full force.

7. The Rent Controller and the Appellate Court are the primary forums tasked with determining factual assertions, evaluating evidence, appreciating documents, and assessing whether default or any ground under the Ordinance is established. Their findings, unless demonstrably perverse or tainted with jurisdictional defect, are binding. Examination of the available material reveals that both forums acted strictly within the statutory framework and exercised their authority in accordance with law. No illegality, impropriety, or irregularity is apparent on the face of the record.

8. The plea of the Petitioner that the Appellate Court misappreciated the evidence or that some aspects were not correctly weighed does not activate the constitutional jurisdiction of this Court. The jurisdiction under Article 199 is supervisory in nature, not appellate. This Court does not and cannot substitute its own assessment for that of the fact-finding fora. The Petitioner, having availed the complete statutory remedy, now seeks a further round of re-appraisal, which is impermissible under the law.

9. Moreover, upon perusal of the impugned judgment, it clearly emerges that the Appellate Court has rendered its findings after properly examining the material placed before it. The reasoning is coherent, consistent with the statutory scheme and does not suffer from any jurisdictional error or violation of mandatory provisions. Once the appellate findings are grounded in evidence and aligned with the legal framework, this Court is barred from interfering—even if another interpretation were theoretically possible.

10. It is equally pertinent to note that the Respondent has placed on record materials to substantiate his position regarding payment of rent and compliance with statutory obligations. Whether such material constitutes complete proof of compliance is a matter lying exclusively within the domain of the Rent Controller and Appellate Court. Their appreciation having already been undertaken, this Court cannot re-open factual controversies. The supervisory jurisdiction is not intended for re-analysis of evidence or factual disputes.

11. The Petitioner has also attempted to rely upon grounds such as alleged default and personal bona fide need. However, these grounds have already been adequately addressed and adjudicated upon by the statutory forums. The Appellate Court, being the final authority under the rent law, has affirmed its conclusions on the basis of the available record. No mala fides, excess of jurisdiction, or miscarriage of justice has been demonstrated that would justify constitutional intervention. The Petitioner has fallen short of the strict threshold required under Article 199.

12. It is a settled canon of rent jurisprudence that where the statutory fora have exercised jurisdiction properly vested in them and have rendered concurrent findings, the High Court must exercise judicial restraint. Constitutional interference is justified only where the findings are outrageous, shocking to judicial conscience, or passed without jurisdiction. None of these exceptional circumstances are present in the instant matter. The impugned judgment is well-reasoned and firmly rooted in the statutory provisions governing rent disputes.

13. In view of the above, this Court finds no misreading, non-reading, illegality, material irregularity, jurisdictional defect, or violation of law in the concurrent findings recorded by the learned Rent Controller and the learned Appellate Court. Both forums have acted strictly within the statutory boundaries and their decisions call

for no interference whatsoever. The Petitioner has failed to make out a case under Article 199 warranting the exercise of extraordinary writ jurisdiction .

14. Consequently, finding no merit in this Constitutional Petition, the same is hereby **dismissed**. The impugned judgment dated **22-10-2022 is fully maintained and stands affirmed.**

JUDGE