

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

Constitutional Petition No. D-8077 of 2018
(*Mir Hassan versus Federation of Pakistan & others*)

Constitutional Petition No. D-8078 of 2018
(*Mir Hassan versus Federation of Pakistan & others*)

Constitutional Petition No. D-8079 of 2018
(*Mir Hassan versus Federation of Pakistan & others*)

Date	Order with signature of Judge
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Before:
Mr. Justice Adnan-ul-Karim Memon
Mr. Justice Muhammad Jaffer Raza

Date of hearing and order: 25.9.2026

Malik Khushhal Khan advocate for the petitioner in all petitions
Mr. Muhammad Rizwan Saeed advocate for the respondent (KPT)

ORDER

Adnan-ul-Karim Memon, J. Petitioner has filed this Constitutional Petitions under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973.

2. Learned counsel submits that respondent No. 2 allotted/leased out Plots Nos.28, 48 and 54, situated at Keamari Town, Keamari, Karachi, in the name of the petitioner; that the petitioner is the lawful lessee/occupant/allottee of the said property in accordance with the terms and conditions of the lease deed; and that the said plots are in the possession of the petitioner. The petitioner constructed buildings thereon, which have been duly regularized by the KPT. The petitioner, upon expiry of the aforesaid lease deed, requested respondent No.3 to renew the lease in the name of the petitioner. In response to the said request, respondent No.3 called upon the petitioner to furnish certain documents, which the petitioner duly complied with and provided all the requisite information. Counsel further submits that the petitioner has completed all legal and codal formalities, including payment of all KPT dues as demanded by respondent No.3. However, the case has not been processed for placing it before respondent No.2 for approval and signature of the lease deed. Despite considerable lapse of time and expiry of the lease period, respondent No.3 has failed to place the petitioner's case before respondent No.2 for renewal of the lease deed. Since the petitioner has paid all legitimate dues payable to the KPT, as stated above, respondents Nos.2, 3 and 4 have failed to discharge their legal obligations, which, according to learned counsel, is contrary to the rule of law and amounts to discriminatory treatment on the part of respondents Nos. 2, 3 and 4.

3. After arguing the matter at some length, learned counsel for the petitioner submits that the respondent / KPT vide letters dated 31.8.2026 offered for acceptance out of Court settlement in respect of the subject plots. He also submits that these petitions need to be disposed of in terms of the aforesaid letters without prejudice to the rights of the parties.

4. In such state of affairs, without touching the merits of the case, these petitions are disposed of alongwith listed/pending application(s), as prima facie the purpose has been served in terms of letters dated 31.8.2026.

Office to place a copy of this order in the connected petitions.

JUDGE

JUDGE

Zahid/*