

ORDER SHEET

THE HIGH COURT OF SINDH, BENCH AT SUKKUR

C. P. No. S - 352 of 2025

[Mst. Farah Deebe Baloch & another v. Mst. Hussan Bano & another]

For petitioners	:	Petitioner No.2, Abdul Rahman, present in person.
For Respondents	:	Nemo
Date of hearing	:	19.10.2026
Date of decision	:	19.10.2026

ORDER

Adnan Iqbal Chaudhry J.- Petitioner No.2, an advocate appearing in person, files *vakalatnama* for petitioner No.1, who appears to be his daughter. He requests for an adjournment, however, given the caution recorded in the last orders, the request for adjournment is declined.

2. The petitioners have invoked the writ jurisdiction to challenge judgment dated 10.09.2025, passed by the Additional District Judge-V, Sukkur, to dismiss their Rent Appeal No.02/2025 against an order of eviction dated 05.12.2024, passed by the Rent Controller-I, Sukkur, under Section 16(2) of the *Sindh Rented Premises Ordinance, 1979* (SRPO) giving the petitioners thirty (30) days to vacate the demised premises.

3. From the facts narrated in the impugned judgment, it appears that rent application filed by respondent No.1 against petitioners was on the ground of default in payment of rent. A tentative rent order dated 17.10.2023 was passed by the Rent Controller under Section 16(1) of the SRPO to deposit arrears of rent and future rent, which order was not complied with by the petitioners, hence the impugned order under Section 16(2) of the SRPO.

4. In rent appeal, the petitioners admitted that they were inducted as tenants in the demised premises by respondent No.1, but that, on 07.06.2018, they entered into an oral sale agreement with the respondent

No.1, made partial payment, whereafter the matter became *sub judice* before the Civil Court in Suit No.46/2021 filed by the petitioners for specific performance of the oral sale agreement. However, that ground did not find favour with the Appellate Court inasmuch as the suit for specific performance had subsequently been dismissed.

5. Assuming the respondent No.1 had agreed to sell the demised premises to the petitioners during the relationship of landlord and tenant, it is settled law that until the tenant obtains a decree against the landlord from the Civil Court for specific performance of the sale agreement, the relationship between the parties continues to be of landlord and tenant, and is regulated by the terms of tenancy; and in the meantime, if the tenant is ejected by way of rent proceedings, he can reacquire possession in the event his suit for specific performance is decreed. Reliance is placed on the cases of *Imran Ahmed v. Bilal* (PLD 2009 Supreme Court 546); *Seema Begum v. Muhammad Ishaq* (PLD 2009 Supreme Court 45) and *Abdul Rasheed v. Maqbool Ahmed* (2011 SCMR 320). Consequently, the impugned judgment dated 10.09.2025, passed by the Additional District Judge-V, Sukkur, does not call for interference. The petition is **dismissed**.

J U D G E

Abdul Basit