

IN THE HIGH COURT OF SINDH, CIRCUIT COURT HYDERABAD

C.P No.S-269 of 2025
[Muhammad Israrv. Muhammad Waseem& others]

DATE

ORDER WITH SIGNATURE OF JUDGE

1. For orders on office objections.
2. For orders on M.A No.856/26.
3. For hearing of M.A No.857/26.
4. For hearing of main case.

18.05.2026.

Mr. Alamgir Malik, Advocate for Petitioner.

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ORDER

Adnan Iqbal Chaudhry, J.– The Petitioner, as tenant of demised premises, has challenged concurrent orders of ejection passed under the Sindh Rented Premises Ordinance, 1979.

2. RentApplication No. 171/2022 filed by Respondent No.1 as landlord before the Rent Controller Hyderabad was allowed by order dated 18.09.2024 ejecting the Petitioner/tenant on the ground of default and personal need. The Petitioner’s First Rent Appeal No.111/2024 was dismissed by the Additional District Judge, Hyderabad.

3. To seek intervention in constitutional jurisdiction, learned counsel for Petitioner submits that there was no relationship of landlord and tenant between the parties as the demised premises had been sold by Respondent No.1/landlord to the Petitioner by way of a sale agreement. However, that contention of the Petitioner was duly noted by the Courts below and rejected on the settled principle that till the time the tenant obtains a decree against the landlord from the civil court for specific performance of the sale agreement he relies upon, 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 on the strength of the decree for specific performance. Reliance is placed on the cases of *Imran Ahmed v. Bilal* (PLD 2009 SC 546); *Seema Begum v. Muhammad Ishaq* (PLD 2009 SC 45) and *Abdul Rasheed v. Maqbool Ahmed* (2011 SCMR 320). Apart from the foregoing, learned counsel for the

Petitioner does not demonstrate any misreading or non-reading of evidence committed by the Courts below. Resultantly, the petition is dismissed *in limine*.

JUDGE

Hafiz Fahad