

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

Civil Revision Application No. S-38 of 2025

***Before:-
Mr. Justice Ali Haider 'Ada'***

Petitioner : Saleem Raza son of Ahmed Nawaz Khan Khuhawar, *through* Mr. Habibullah G. Ghouri, Advocate.

Respondents : Gohar Raza (Respondent No.1), in person through video link.

Respondents No.2-6 *through* Mr. Abdul Waris Bhutto, Assistant Advocate General; alongwith Mohsin Ali Assistant Commissioner Shahdadkot.

Date of Hearing : 28.08.2026

Date of Judgment : 18.09.2026.

JUDGMENT

Ali Haider 'Ada' J.- Respondent No.1/plaintiff instituted a civil suit against the petitioner/defendant No.1 and others, seeking declaration, cancellation of the registered sale deed, mesne profits and permanent injunction before Senior Civil Judge Shahdadkot (**trial Court**). The main contention of the plaintiff was that his father, namely Muhammad Raza, had never executed any sale deed in favour of defendant No.1 in respect of the land in question, comprising Survey Nos.375, 376 and 377, collectively measuring 15-16 acres, situated at Deh and Taluka Shahdadkot (hereinafter referred to as the "**suit land**"). It was further contended that the sale deed purportedly executed on 16.05.1984 was fraudulent and managed, having no legal validity and, therefore, was liable to be cancelled. The plaintiff also claimed mesne profits.

2. In response, the petitioner/defendant No.1 filed his written statement, denying the allegations and maintaining that the sale deed dated 16.05.1984 had in fact been executed by the plaintiff's

father and was genuine in all respects; therefore, the suit was liable to be dismissed. The Sub-Registrar, in his written statement, however, stated that the record pertaining to the registered sale deed dated 16.05.1984 had been burnt during the disturbances following the assassination of Mohtarma Benazir Bhutto, and, therefore, its genuineness could not be verified from the available record. He further stated that the sale deed executed by Humayun Raza and Sadaf Sarwar in favour of the plaintiff was found to be genuine. It is pertinent to note that, on the basis of the record of rights, the plaintiff had subsequently got the Foti Khata of his father changed and thereafter purchased the shares of his siblings through a registered sale deed dated 13.03.2015, which was found genuine by the Sub-Registrar.

3. Thereafter, the learned trial Court, on 01.02.2024, framed the final amended issues, which are reproduced herein below:—

AMENDED ISSUES VIDE ORDER DATED 01.02.2024.

Dated:01.02.2024.

1. *Whether the suit of plaintiff is not maintainable being barred by Limitation Act?*
2. *Whether the plaintiff is owner of suit land by way of purchase, from his sister Sadaf and his brother Hamayo Raza through registered sale deed bearing Jariyan No.67 dated 13.03.2015?*
3. *Whether the registered sale deed bearing No.67 dated 13.03.2015 is false, forged and manipulated document?*
4. *Whether Saleem Raza the defendant No.1, legally purchased the suit land from Muhammad Raza (the father of plaintiff) through registered sale deed bearing Jariyan No.194 dated 16.05.1984 followed by revenue entries?*
5. *Whether the registered sale deed bearing Jariyan No.194 dated 16.05.1984 followed by revenue entries are false, fraudulent, forged and manipulated documents and are liable to be cancelled?*

6. *Whether the suit land was being managed and looked after by Ahmed Nawaz Khan the grandfather of plaintiff till his death in year 2003?*

6/A. *Whether the defendant No.1, Saleem Raza was looking after the property of Muhammad Raza on his behalf and was paying due share to him and after his death he was paying due share of produce to legal heirs of Muhammad Raza till 03.07.2015?*

7. *Whether plaintiff is entitled for possession of the suit land?*

8. *Whether the plaintiff is entitled for mesne profits?*

9. *Whether the plaintiff is entitled to the relief, as claimed?*

10. *What should the decree be?*

4. Thereafter, the plaintiff, Gohar Raza, examined himself and Mst. Sabia Shabnam, his mother, Abdul Ghafoor, Supervising Tapedar authorized by the Mukhtiarkar Revenue, Shahdadkot, Deedar Hussain, official of the Sub-Registrar, Abdul Jabbar, Stamp Vendor, and Inayatullah, Mukhtiarkar Revenue, Shahdadkot, were also examined as witnesses. Further, the defendant No.1/Petitioner, himself appeared in evidence, while Deedar Hussain, Clerk of the Sub-Registrar, and Muhammad Muzammil, Officer of the Sub-Registrar, were also examined.

5. Thereafter, upon affording the parties an opportunity of hearing, the learned trial Court, vide judgment and decree dated 27.05.2024, dismissed the plaintiff's suit. Being aggrieved, the plaintiff preferred an appeal before the learned District Judge, Kambar-Shahdadkot, which was entrusted to the learned Additional District Judge-II, Shahdadkot, (**Appellate Court**). Vide judgment and decree dated 01.02.2025, the learned Appellate Court allowed the appeal, set aside the judgment and decree of the trial Court, and decreed the suit. Aggrieved thereof, defendant No.1/Petitioner has preferred the instant Civil Revision.

6. Learned counsel for the petitioner mainly contended that the father of the respondent/plaintiff never challenged the registered

sale deed during his lifetime. He submitted that, after the original record was burnt and reconstituted, it came on record that the respondent/plaintiff had acquired the property through inheritance, whereas the entire property with the subject measurement had already been sold. He further submitted that the Revenue Department conducted an inquiry, wherein findings were recorded against the plaintiff. He contended that an application was also moved during trial for expert opinion regarding the signatures of the plaintiff's deceased father on the sale deed, but such evidence was weak, particularly when no specimen signatures of the deceased were available. He further submitted that the learned Appellate Court failed to comply with Order XLI Rule 37, C.P.C., whereas the trial Court had rightly dismissed the suit after appraisal of the entire material. He accordingly prayed for setting aside the impugned judgment and relied upon **2025 SCMR 2081** and **2024 SCMR 164**.

7. Conversely, the plaintiff, appearing through video link and in person, contended that the property was jointly owned by Muhammad Raza, Saleem Raza and Ahmed Raza, whose names appeared in the record through Diary No.39. Although Entry No.126 was reconstituted, the name of Muhammad Raza, father of the plaintiff, remained intact up to 1984-85. He submitted that despite the alleged sale deed of that period, no corresponding entry was made in the revenue record. He further contended that no adverse finding was recorded against him by the Revenue Court; rather, he was directed to seek remedy before the civil Court. He maintained that the sale deed relied upon by the petitioner was fraudulent and that the application for handwriting expert was necessitated by such denial. The expert opinion did not establish matching signatures. He further argued that the sale deed was not legally attested, as only one witness was shown, and the amount mentioned therein was also unclear. As regards limitation, he contended that the alleged fraud and joint nature of the property justified the suit upon acquiring

knowledge of the transaction. He also submitted that delivery of possession was not mentioned in the sale deed and that subsequent Entry No.397 had no legal effect. He accordingly supported the judgment of the Appellate Court and relied upon **PLD 2021 SC 1039, 2020 CLC 1039, 2017 YLR 399, 2023 SCMR 1928, 2024 SCMR 178, PLD 2020 SC 338, PLD 1995 SC 381, 2016 SCMR 1417, 2019 CLC Note 57 and 2018 YLR 1616.**

8. Learned Assistant Advocate General submitted that the dispute was private in nature and that the findings of the trial Court were more convincing than those of the Appellate Court; hence, he supported the judgment of the trial Court.

9. Heard and perused the material available on record.

10. Briefly, the facts giving rise to the present Civil Revision are that Mst. Roshan Ara, being the exclusive owner of the suit land, including other survey numbers, gifted the suit land to Muhammad Raza, father of respondent No.1/plaintiff and brother of the petitioner/defendant, through Entry No.39 dated 15.01.1972. The petitioner claims that Muhammad Raza subsequently sold the suit land to him through registered sale deed dated 16.05.1984, whereas the plaintiff claims that, after Muhammad Raza's death, the suit land devolved upon his legal heirs and was mutated in their names in 2009, whereafter he purchased the shares of his siblings through registered sale deed dated 13.03.2015. Upon subsequently coming to know of the alleged sale deed dated 16.05.1984, the plaintiff challenged the same as fraudulent and managed. This, in substance, constitutes the crux of the dispute.

11. At the outset, the first question requiring consideration is whether the sale deed dated 16.05.1984, allegedly executed in favour of the petitioner /defendant No.1, and was fraudulently brought into existence. The plaintiff primarily assailed the sale deed on the ground that it was not duly attested, as only one attesting witness is

shown, while the second column relating to the witness bears a cut mark. It is pertinent to note that the sole attesting witness was the father of defendant No.1, and vendor, (the grandfather of the plaintiff); thus, the sale deed was executed between the two brothers.

12. The principal question, therefore, is whether **Article 79 of the Qanun-e-Shahadat Order, 1984**, requiring examination of two attesting witnesses for proving a document required by law to be attested, can be applied to a sale deed executed on 16.05.1984. In this regard, **it is pertinent to note that the Qanun-e-Shahadat Order, 1984 was promulgated through President's Order No.10 of 1984 on 28.10.1984 and, under Article 1(3), came into force at once.** Thus, the sale deed in question, having been executed prior to the promulgation and enforcement of the Qanun-e-Shahadat Order, 1984, is required to be examined in accordance with the law then in force. Accordingly, **Section 68 of the Evidence Act, 1872**, is relevant and reads as under: —

68. If a document is required by law to be attested, it shall not be used as evidence until one attesting witness at least has been called for the purpose of proving its execution, if there be an attesting witness alive, and subject to the process of the Court and capable of giving evidence;

Provided that it shall not be necessary to call an attesting witness in proof of the execution of any document, not being a will, which has been registered in accordance with the provisions of the Registration Act, 1908, unless its execution by the person by whom it purports to -rave been executed is specifically denied.

13. The sale deed was challenged after an inordinate delay of almost 33 years. In such circumstances, its execution and attestation could not be discarded merely because attesting witnesses were not produced. The petitioner/defendant No.1 himself appeared in evidence, while Abdul Jabbar, the stamp vendor and scribe, and Abdul Ghafoor, the supervising Tapedar, also testified. Although the relevant official record had reportedly been burnt following the assassination of Mohtarma Benazir Bhutto, the original sale deed

was produced and exhibited. Thus, despite the lapse of almost 33 years, sufficient evidence regarding its execution and attestation was brought on record, supporting its genuineness.

14. Further, possession of the suit land remained with the petitioner/defendant No.1, which also supports completion of the sale transaction. **Section 54 of the Transfer of Property Act, 1882**, contemplates delivery of possession by the seller to the buyer. Thus, the petitioner/defendant No.1's continued possession lends further support to the validity of the sale. Conversely, the subsequent sale deed allegedly executed by the plaintiff's siblings also raises a question regarding compliance with the same requirement. For ready reference, Section 54 of the Transfer of Property Act, 1882, is reproduced hereunder:

54. "Sale" defined.— *"Sale" is a transfer of ownership in exchange for a price paid or promised or part paid and part promised.*

Sale how made.— *Such transfer, in the case of tangible immovable property of the value of one hundred rupees and upwards, or in the case of a reversion or other intangible thing, can be made only by a registered instrument.*

In the case of tangible immovable property, of a value less than one hundred rupees, such transfer may be made either by a registered instrument or by delivery of the property.

Delivery of tangible immovable property takes place when the seller places the buyer, or such person as he directs in possession of the property.

Contract for sale.— *A contract for the sale of immovable property is a contract that a sale of such property shall take place on terms settled between the parties.*

It does not, of itself, create any interest in or charge on such property.

(Underline emphasized)

15. The vendor, Muhammad Raza, was reflected in the record as the owner, and the petitioner/defendant No.1 purchased the suit land for consideration. In these circumstances, **Section 41 of the Transfer of Property Act, 1882**, may protect the transferee, provided that, after taking reasonable care to ascertain the transferor's

authority, he acted in good faith. These requirements are therefore relevant to the transaction. For ready reference, Section 41 of the Transfer of Property Act, 1882, is reproduced hereunder:

41. Transfer by ostensible owner.- Where, with the consent, express or implied, of the persons interested in immovable property, a person is the ostensible owner of such property and transfers the same for consideration, the transfer shall not be voidable on the ground that the transferor was not authorised to make it:

Provided that the transferee, after taking reasonable care to ascertain that the transferor had power to make the transfer, has acted in good faith.

16. The requirement of good faith and reasonable care on the part of a purchaser before entering into a transaction is well settled. To invoke the protection of Section 41 of the Transfer of Property Act, 1882, the transferee must establish that: (i) the transferor was the ostensible owner; (ii) he was so with the express or implied consent of the real owner; (iii) the transfer was for consideration; and (iv) the transferee acted in good faith after taking reasonable care to ascertain the transferor's authority to transfer the property. Reliance is placed upon **Intelligence Bureau Employees Cooperative Housing Society through Secretary v. Shabbir Hussain and others, 2022 SCMR 877; Zakia Begum and others v. Nasir-ul-Islam Khan and others, 2022 SCMR 2130; and Abdul Aziz v. Abdul Kareem and 9 others, 2023 YLR 104 [Sindh]**.

17. Further, the order passed by the Deputy Commissioner, Kamber-Shahdadkot, is also relevant. In those proceedings, initiated on the plaintiff's own application, Ahmed Raza, the plaintiff's uncle, appeared and stated that his brother Muhammad Raza, father of the plaintiff, had during his lifetime sold the suit land to the petitioner/defendant No.1. This statement lends further support to the existence and execution of the sale transaction.

18. It is also pertinent that the sale deed was incorporated in the revenue record in 1991, and no official evidence was produced to establish that the sale deed or the corresponding revenue entry was

procured through fraud. Moreover, Muhammad Raza, the vendor and father of the plaintiff, remained alive until 2006 but never challenged the sale deed before any competent forum. Likewise, Ahmed Nawaz, (attested witness), father of the vendor and grandfather of the plaintiff, who died in 2003, also raised no objection to the transfer of the suit land in favour of defendant No.1. Where a sale deed has been duly incorporated into the revenue record and such entry has remained unchallenged for a considerable period, a presumption of truth attaches thereto unless rebutted by cogent, reliable, and confidence-inspiring evidence. In the present case, however, the plaintiff primarily relied upon an expert opinion, without producing any other cogent or convincing evidence to rebut the presumption attached to the revenue record.

19. A strong circumstance in favour of the validity of a transaction is that where the owner of a property, during his lifetime, does not challenge the transaction for a considerable period, the subsequent challenge by his legal heirs after his demise carries little weight, particularly in the absence of cogent evidence impeaching the transaction. Reliance may be placed on **Nasir Fahimuddin and others v. Charles Phillips Mills and others (2017 SCMR 468)**; **Abdul Haq and another v. Mst. Surraya Begum and others (2002 SCMR 1330)**; **Muhammad Rustam and another v. Mst. Makhan Jan and others (2013 SCMR 299)**; **Noor Din and another v. Additional District Judge, Lahore and others (2014 SCMR 513)**; and **Mst. Erum Latif v. Imtiaz Khan and others (2023 CLC 252 [DB-Lahore])**.

20. In a civil dispute, the standard of proof is preponderance of probabilities, not proof beyond reasonable doubt. The plaintiff produced no tangible or convincing evidence to substantiate fraud. Conversely, the testimony of the supporting witness, Stamp vendor, Supervising Tapedar appeared on behalf of Mukhtiarkar, brother of vendor and vendee supported the Petitioner' case. In this context reliance is placed upon the case of **MUHAMMAD**

**MUNIR and others Versus UMAR HAYAT and others, 2023
SCMR 1339, wherein it was held that:**

13. It is settled that the standard of proof required in a civil dispute is preponderance of probabilities and not beyond reasonable doubt. In absence of any tangible evidence produced by the plaintiffs to support the plea of fraud, it does not take the matter further. Rather, in this case the testimony of the attesting witness, identifier and other independent witnesses, such as, the Sub-Registrar and the Record-Keeper (Reader to the Sub-Registrar) plainly support the case of the defendants. That evidence dispels the doubt if any; and tilt the balance in favour of the defendants.

21. The original sale deed was produced by the Petitioner/defendant, and its execution was also acknowledged. Accordingly, a presumption arises that the document was duly executed and attested by the persons by whom it purports to have been executed and attested. This provision, originally contained in **Section 90 of the Evidence Act**, was subsequently incorporated as **Article 100 of the Qanun-e-Shahadat Order, 1984**. For ready reference, both provisions are reproduced hereunder:

Evidence Act

90. *Where any document, purporting or proved to be thirty years old, is produced from any custody which the Court in the particular case considers proper, the Court may presume that the signature and every other part of such document, which purports to be in the handwriting of any particular person, is in that person's handwriting, and, in the case of a document executed or attested, that it was duly executed and attested by the persons by whom it purports to be executed and attested.*

Explanation.- Documents are said to be in proper custody if they are in the place in which, and under the care of the person with whom, they would naturally be ; but no custody is improper if it is proved to have had a legitimate origin, or if the circumstances of the particular case are such as to render such an origin probable. This explanation applies also to section 81.

Illustrations

(a) A has been in possession of landed property for a long time. He produces from his custody deeds relating to the land, showing him titles to it. The custody is proper.

(b) A produces deeds relating to landed property of which he is the mortgagor. The mortgagor is in possession. The custody is proper.

(c) A, a connection of B, produces deeds relating to lands in B's possession which were deposited with him by B for safe custody. The custody is proper.

Qanun-e-Shahadat Order, 1984

100. Presumption as to documents thirty years old.— *Where any document, purporting or proved to be thirty years old, is produced from any custody which the Court in the particular case considers proper, the Court may presume that the signature and every other part of such document, which purports to be in the handwriting of any particular person, is in that person's handwriting, and, in the case of a document executed or attested, that it was duly executed and attested by the persons by whom it purports to be executed and attested.*

Explanation.— *For the purposes of this Article and Article 92, documents are said to be in proper custody if they are in the place in which, and under the care of the person with whom, they would naturally be; but no custody is improper if it is proved to have had, a legitimate origin, or if the circumstances of the particular case are such as to render such an origin probable.*

Illustrations

(a) A has been in possession of landed property for a long time. He produces from his custody deeds relating to the land, showing his titles to it. The custody is proper.

(b) A produce deeds relating to landed property of which he is the mortgagee. The mortgagor is in possession. The custody is proper.

(c) A, a connection of B, produces deeds relating to lands in B's possession which were deposited with him by B for safe custody. The custody is proper.

22. In addition, a document more than thirty years old carries a prima facie presumption of genuineness. Such presumption, however, is discretionary and depends upon the satisfaction of the Court, which may presume that the signatures and contents of the document are genuine and attributable to the persons by whom they purport to have been made. Reliance is placed on **Pandok and 20 others v. Khoda Iqbal and 34 others, PLD 2006 Quetta 44; Muhammad Hanif and 16 others v. Muhammad Latif Khan and 10 others, 2001 MLD 493; Muhammad Ikramullah Khan and 30 others v. Additional District Judge-III, Rahim Yar Khan and 5 others, 2001 YLR 2272; Muhammad Durwaish v. Haji Muhammad**

Hussain alias Haji Gul and 7 others, 1999 CLC 106; and Wazir Muhammad and 2 others v. Ali Muhammad and others, PLD 1982 SC (AJ&K) 37.

23. Moreover, a presumption of correctness attaches to a document more than thirty years old under Section 90 of the Evidence Act, 1872; therefore, the attesting witness is not necessarily required to be called to prove its execution. Reliance may be placed on **Rash Behary Karnury v. Corporation of Calcutta, AIR 1926 Cal. 102**. Further, in **Muhammad Idrees and others v. Muhammad Pervaiz and others (2010 SCMR 5)**, the Supreme Court of Pakistan held as under: —

“It is also settled fact that sale-deed was executed in the year 1952. Therefore, it is 30 years old document. Under Article 100 of the Qanune-Shahadat Order, presumption is attached to 30 years old documents which is rebuttable presumption. This duty becomes all the more heavily cast when opposite party challenges very genuineness of document. It is proper to mention here that petitioners fail to rebut the same as is evident from the contents of the written statement' filed by the petitioners. Even otherwise there is no substantial question of law arising in the petition. It is also settled principle of law that constitutional jurisdiction is always discretionary in nature.”

24. As regards the handwriting expert's report, although the opinion supports the plaintiff, it is not conclusive and cannot, by itself, establish fraud. The opinion was based on comparison of the disputed signature with signatures appearing on other documents, yet the reliability of those signatures as standards of comparison remains in question. Expert evidence is advisory and constitutes opinion evidence; it cannot substitute substantive evidence or bind the Court. Unless supported by independent and corroborative evidence, such opinion cannot, by itself, warrant a finding that the sale deed was fraudulent. Reliance is placed on **M. Younis Habib v. State, 2005 PCrLJ 928**, wherein the Court held that: —

10. We have gone through the cross-examination conducted to these witnesses but we did not find anywhere that the statement of P.W. on the point of initials of the accused

Muhammad Saleem appearing on the various documents were challenged. The rule laid down on the above aspect of the case by this Court in the case of Muhammad Malik Iqbal v. State PLJ 1988 Cr.C. (Kar.) 39, Saeed Muneer v. State PLD 1964 Pesh. 194 and the rule was confirmed in recent decision by the Honourable Supreme Court of Pakistan in the case Muhammad Akhtar v. Muna reported in 2001 SCMR 1700, appears to have not been taken into consideration by the trial Court. Apparently the learned Judge was of the opinion that to prove a signature of any person the only mode to prove the said signature is through Handwriting Expert but under Articles 59, 61, 78, 79, 81 and 84 of the Qanun-e-Shahadat Order there are other modes for proving the signature or writing of any person:--

- (i) By admission or examining the person who signed the document (Articles 78 and 81).*
- (ii) By examining the person before whom the alleged document was signed (Article 79).*
- (iii) By referring the disputed document and the specimen signature of the person or admitted signature to the Handwriting Expert for his opinion (Article 59).*
- (iv) By examining the person who is conversant with the signature (Article 61).*
- (v) By comparison of the signature on the disputed document and on admitted documents by the Court (Article 84).*

25. Article 61 of the Qanun-e-Shahadat Order, 1984, corresponding to Section 47 of the Evidence Act, 1872, provides for the relevance of an expert's opinion. For ready reference, the relevant provision is reproduced hereunder: —

61. Opinion as to hand-writing when relevant.— When the Court has to form an opinion as to the person by whom any document was written or signed, the opinion of any person acquainted with the hand-writing of the person by whom it is supposed to be written or signed that it was or it was not written or signed by that person, is relevant fact. Explanation.— A person is said to be acquainted with the hand-writing of another person when he has seen that person write, or when he has received documents purporting to be written by that person in answer to documents written by himself or under his authority and addressed to that person, or when, in the ordinary course of business, documents purporting to be written by that person have been habitually submitted to him.

Illustrations

The question is, whether a given letter is in the hand-writing of A, a merchant in London. B is a merchant in Peshawar, who has

written letters addressed to A and received letters purporting to be written by him, C is B's clerk, whose duty it was to examine and file B's correspondence. D is B's broker, to whom B habitually submitted the letters purporting to be written by A for the purpose of advising him thereon. The opinion of B, C and D on the question whether the letter is in the hand-writing of A are relevant, though neither B, C or D ever saw A write.

26. As regards the handwriting expert's opinion, in the absence of sufficient oral or documentary evidence on record, such opinion is considered weak and cannot safely form the sole basis of a judicial finding. The Court, therefore, cannot base its conclusion merely on the opinion of a handwriting expert without supporting evidence. Guidance may be drawn from **Muhammad Samiullah v. The State, 2022 SCMR 998**, wherein it was held that: —

"6.....Even otherwise, it is settled law that in absence of sufficient evidence available on the record in the shape of oral or documentary, the evidence of handwriting expert is always considered to be most unsatisfactory, so weak and decrepit as scarcely to deserve a place in the system of jurisprudence and the courts are not to base their findings merely on expert opinion. Reliance is placed on Rubina Jamshed v. UBL (2005 CLD 50), Abdul Hamid v. Deputy Commissioner (1985 SCMR 359), Shabbir Hussain v. The State (1968 SCMR 1126) and Anwar Ahmad v. Nafis Bano (2005 SCMR 152)....."

27. This Court, in exercise of revisional jurisdiction under Section 115, C.P.C., may interfere with findings of fact where such findings are based on insufficient evidence, misreading or non-reading of evidence, non-consideration of material evidence, erroneous assumptions of fact, patent errors of law, reliance upon inadmissible evidence, excess or abuse of jurisdiction, arbitrary exercise of power, or an unreasonable view inconsistent with the evidence on record. In **Karim Bakhsh through L.Rs. and others v. Jindwadda Shah and others (2005 SCMR 1518)**, the Supreme Court of Pakistan held that where the findings of the two Courts below were at variance, the High Court was justified in examining the evidence to determine which view was consistent with the record. Likewise, in **Abdul Rashid v. Muhammad Yasin and another (2010 SCMR 1871)**, it was held that where the Courts below, while deciding a question of law,

committed material irregularity or failed to properly appreciate the evidence, resulting in miscarriage of justice, the High Court could re-examine the matter in exercise of its revisional jurisdiction under Section 115, C.P.C.

28. For the foregoing reasons, and upon consideration and appraisal of the entire material on record, this Civil Revision is accordingly allowed. The impugned judgment and decree dated 01.02.2025, passed by the Additional District Judge-II, Shahdadkot, (appellate Court), in Civil Appeal No.58 of 2024, are set aside, while the judgment and decree dated 27.05.2024, passed by the Senior Civil Judge, Shahdadkot, (trial Court) in F.C. Suit No.141 of 2017, whereby the suit of the plaintiff/respondent No.1 was dismissed, is hereby maintained. The parties shall, however, bear their own costs.

JUDGE