

IN THE HIGH COURT OF SINDH AT KARACHI

Present:

Mr. Justice Muhammad Saleem Jessar;

Mr. Justice Abdul Hamid Bhurgri.

C.P No.D-6404 of 2026

[Muhammad Shahroz Khan V. Government of Sindh and others]

Petitioner : Through M/s. Mirza Shouja Baig and
[Muhammad Shahroz Khan] Muhammad Arshad Khan Tanoli, Advocates.

Respondent No.1 : Through Mr. Syed Ali Ahmed Zaidi, Additional
[Govt. of Sindh] Advocate General Sindh.

Respondent No.3 : Through Mr. Jahangir Kalhor, Advocate.
[TMC Baldia, Karachi]

Respondent No.4 : Mr. Asad Ahmed, Advocate holds brief for Mr.
[Director Land, KMC, Karachi] Khuram Ghayas, Advocate for Respondent No.4
along with Mr. Asif Iqbal, Deputy Director,
Land KMC.

Respondents 2 & 5 : None present.
[DMC Keemari & A.C, Baldia Town]

Date of Hearing : 22.10.2026

Date of Order : 22.10.2026

ORDER

Abdul Hamid Bhurgri, J.- The controversy brought before this Court concerns the legality of the action taken by respondent No.3 in sealing the premises known as “VIP Baldia Lawn”, situated at Plot No.ST-10/A, Sector 4-A, Saeedabad, Baldia Town, Karachi, purportedly for recovery of outstanding dues. The petitioner has called into question notice bearing No.M.C/OFF/TMC(BALDIA)/446/2026 dated 28.09.2026 and the consequential sealing of the premises, contending that such action was taken without lawful authority, without disclosure of the nature or quantum of the alleged dues, and in disregard of the requirements of due process. He accordingly seeks setting aside of the impugned action and restoration of possession of the subject premises.

2. Briefly, the petitioner's case is that the subject property, measuring 2,310 square yards, was leased in favour of his mother, Mrs. Yasmeen Kosar, through Registered Lease Deed No.283, Book No.I, dated 07.08.2024. The petitioner claims to have been operating a marriage lawn under the name and style of “VIP Baldia Lawn” on the premises and regularly paying the applicable government dues. According to him, the genuineness of the lease documents was verified by the Deputy Director, Land, Baldia Division, Karachi

Metropolitan Corporation (KMC), through letter dated 29.09.2026. He maintains that the impugned notice neither specified the amount of outstanding dues nor disclosed their nature, period or statutory basis. Although he submitted a reply dated 29.09.2026, expressing willingness to pay any lawfully assessed dues, respondent No.3 proceeded to seal the premises, which remain sealed.

3. Respondent No.3, in its comments, has disputed the legality of the lease and asserted that the subject premises constitute municipal property originally entrusted to one Muhammad Yousuf under a Build-Operate-Transfer (BOT)/temporary land-utilisation arrangement. According to respondent No.3, the original arrangement did not authorise the creation of proprietary rights in favour of third parties, and the subsequent lease executed in favour of the petitioner's mother is legally questionable. Respondent No.3 has further maintained that the impugned notice was issued in discharge of its municipal responsibilities for protection of municipal property and recovery of outstanding dues.

4. Pursuant to notices issued by this Court, Mr. Asif Iqbal, Deputy Director, Land, KMC, appeared along with learned counsel for respondent No.4. Learned counsel, on instructions from the said official, submitted that the subject property belongs to KMC and acknowledged the execution of the lease deed in favour of the petitioner's mother. He also disputed the claim of respondent No.3 to proprietary title over the subject property. On the other hand, learned counsel for respondent No.3 disclosed that respondent No.3 has already instituted a civil suit against KMC and the petitioner during pendency of this petition, seeking declaration concerning the subject property. Thus, the competing claims regarding ownership, validity of the lease and other proprietary rights are already pending adjudication before the competent civil Court.

5. We have heard learned counsel for the parties and examined the material available on record. The controversy requiring determination in the instant petition is confined to the legality of the action taken by respondent No.3 in sealing the subject premises on the basis of alleged outstanding dues. Admittedly, the petitioner was in possession of the premises before the impugned action was taken. It is equally apparent that the notice dated 28.09.2026 neither specifies the amount of outstanding dues nor discloses their nature,

period or statutory basis. No lawful assessment or determination of such dues, or compliance with the procedure prescribed for taking the impugned coercive action, has been demonstrated before us.

6. The constitutional protection against arbitrary interference with property is well recognised. Article 4 of the Constitution mandates that every person shall be treated in accordance with law, while Article 24 protects against deprivation of property otherwise than in accordance with law. The Honourable Supreme Court has reiterated that an executive authority cannot interfere with property rights without lawful authority and that the exercise of such powers must be supported by law.¹ An allegation of outstanding municipal dues, by itself, does not authorise sealing of premises unless the authority concerned establishes the statutory power to take such action and compliance with the prescribed procedure. In the present case, neither a quantified demand nor the requisite legal basis and procedural compliance has been demonstrated. Consequently, the impugned sealing action cannot be sustained.

7. It is equally significant that the ownership and title of the subject property are disputed between KMC and respondent No.3, and respondent No.3 has already instituted a civil suit concerning the same property. Such disputed questions of title and proprietary rights, requiring determination on the basis of evidence, are not amenable to adjudication in the present proceedings under Article 199 of the Constitution. The Honourable Supreme Court has consistently held that constitutional jurisdiction is not intended to resolve complicated questions of disputed fact requiring evidence, although it may be invoked where the illegality of executive action can be determined without such inquiry.² The scope of our examination is, therefore, confined to the legality of the impugned sealing action. Since the petitioner was admittedly in possession of the premises before they were sealed, and respondent No.3 has failed to establish that such coercive action was taken in accordance with law, restoration of the previous possession is warranted. Such

¹ *Pakcom Limited and others v. Federation of Pakistan and others* (PLD 2011 SC 44), concerning constitutional protection of property rights; also see the Supreme Court's discussion of Article 24 in *Civil Appeals Nos.1476–1485 of 2018*, paragraphs 67–68.

² *Special Secretary-II (Law & Order), Home & Tribal Affairs Department, Government of Khyber Pakhtunkhwa and others v. Fayyaz Dawar* (2023 SCMR 1442), particularly paragraph 8, distinguishing disputed factual claims from executive illegality ascertainable without elaborate inquiry.

restoration shall not constitute recognition of ownership or validation of the lease deed.

8. For the foregoing reasons, this petition is allowed to the limited extent that the impugned notice dated 28.09.2026, insofar as it authorises sealing or dispossession on account of the alleged unspecified dues, and the consequential sealing action are declared to be without lawful authority and are hereby set aside. Respondent No.3 is directed to de-seal the subject premises forthwith and restore possession thereof to the petitioner, subject to any subsisting order of the competent Civil Court. It is clarified that this direction merely restores the position prevailing prior to the impugned action and shall neither confer nor recognise any proprietary right in favour of the petitioner or his mother.

9. It is further clarified that if any taxes, fees, charges or other statutory dues are lawfully payable by the petitioner to respondent No.3 under the applicable law, the petitioner shall remain liable to discharge such obligations. Respondent No.3 shall be at liberty to assess and recover such dues strictly in accordance with law, after communicating a properly particularised demand specifying their nature, amount, period and statutory basis, and observing the procedure prescribed by law. Nothing contained herein shall prevent the competent authority from exercising any lawful statutory power in accordance with its prescribed conditions and procedure.

10. Needless to observe, all questions relating to ownership, title, validity of the lease deed and the respective proprietary rights of the parties shall remain open for determination by the competent civil Court in the pending suit, independently and strictly in accordance with law, without being influenced by any observation made herein. The parties shall remain at liberty to seek appropriate relief before that Court.

11. The petition stands disposed of in the above terms, along with all pending applications.

JUDGE

JUDGE
HEAD OF CONST. BENCHES

Ayaz Gul