

**ORDER SHEET**

**IN THE HIGH COURT OF SINDH BENCH AT SUKKUR**

**C. P. No. D – 04 of 2022**

Date of hearing	Order with signature of Judge
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**Hearing of case (priority)**

1. For orders on office objections at Flag-A
2. For hearing of CMA No.14/2022 (S/A)
3. For hearing of main case

**02-03-2022**

Mr. Sheeraz Fazal, Advocate for the Petitioner.  
Mr. Ali Raza Baloch, Assistant Advocate General Sindh.

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Through this Petition, the Petitioner has impugned order dated 16-12-2021 passed by the Anti-Encroachment Tribunal, Sukkur, whereby the operative part of the order reads as under:

*“16. After detail hearing, this Tribunal reached at the conclusion that the private respondent totally failed to satisfy the Tribunal regarding his legal possession over the government plot, however from the careful reading of rent agreement dated 23/4/2005 submitted by the private respondent shows that the initial period of the tenancy will be 05 years commencing from 1<sup>st</sup> May 2005 and ending on 30<sup>th</sup> April 2010 extendable at the desire of landlord with fresh terms and condition and with fresh rates. But now 2021 is running neither the private respondent submitted any fresh rent agreement nor any other authentic document. Surprisingly it is very outset to mention here that the rent register showing by the Town Officer Town Committee Khuhra recovery of Rent Rs.440 till today from the beginning of year 1992 neither any fresh terms and condition nor any fresh rent is executed by the concerned department, it means the private respondent enjoying the possession of government plot even after expiry of the rent agreement which is highly questionable.”*

At the very outset, we may observe that the above observations of the learned Tribunal are uncalled for and does not fall within the jurisdiction of the said Tribunal. Once it has come on record that the

Petitioner was a tenant irrespective of the amount of rent as well as the expiry of the agreement, the property in any sense cannot be termed as encroached. Neither the Tribunal could have gone into the amount of rent being paid; nor the expiry of the agreement thereof.

In view of such position, we are of the view that the impugned order cannot be sustained and is accordingly set aside; whereas, the Petitioner shall approach the concerned Respondent (Town Officer, Town Committee Khuhra) for renewal of the agreement in accordance with law.

The Petition stands **allowed** in the above terms with pending application.

J U D G E

J U D G E

Abdul Basit