

**ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI**

C.P. No.S-144 of 2018

Muhammad Anwar
Versus
Mazhar Ali B. Chohan & others

Date	Order with signature of Judge
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1. For hearing of main case.
2. For hearing of CMA 450/18

Date of hearing: 23.02.2018

Mr. Muhammad Iqbal Chaudhry along with Ms. Mahmooda Suleman for petitioner.

Mr. Z.U. Mujahid along with Mr. Asif Ali Shah for respondent No.1.

None for respondent No.2.

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Muhammad Shafi Siddiqui, J.- The petitioner in this petition has challenged the concurrent findings of two Courts below in terms whereof the ejectment application was allowed in terms of judgment dated 11.09.2017 passed by X-Rent Controller Karachi Central followed by dismissal of appeal vide judgment dated 19.12.2017 passed by V-Additional District Judge Karachi Central.

Brief facts of the case are that the respondent No.1 filed ejectment application against petitioner and respondent No.2 on the ground of default, personal bona fide need and subletting, which grounds were challenged by petitioner through written statement. The petitioner has solely and mainly claimed that he has purchased the demised premises from son of respondent No.2 (tenant) vide agreement to sale dated 01.09.2015, copy whereof is attached with the written statement and hence has challenged the relationship of landlord and tenant between the petitioner and respondent No.1. Both the Courts

below after considering the facts and material available on record did not appreciate the plea taken by the petitioner and allowed the ejectment application, hence this petition.

I have heard the learned counsel for the parties and perused the material available on record.

The counsel for the petitioner during course of his arguments has not touched the grounds of personal need and the default as petitioner claimed to be the owner of the demised premises hence the only question remain to be decided is confined to that of relationship of landlord and tenant between the parties, which is contested by petitioner on the basis of an agreement of sale, referred above.

Admittedly, there was a tenancy agreement between respondent No.1 and respondent No.2 and the respondent No.2 was in possession of the demised premises in his capacity as tenant. Counsel for the petitioner was time and again asked as to on what basis petitioner took the possession of the demised premises from respondent No.2 who had no title in his favour but question remained unanswered. The reliance on the agreement that petitioner had entered into with son of respondent No.2 is of no help as an agreement does not confer any title or a permission to have possession of the premises, which otherwise is owned by the respondent No.1.

Furthermore, counsel for the petitioner has admitted during the course of his arguments that petitioner has taken contradictory statement as far as execution of the subject agreement is concerned. He at one point of time stated that it was the tenant/respondent No.2 with whom he entered into an agreement and thereafter stated that it was his son.

This is nothing but collusion between petitioner and respondent No.2 (tenant) and his son to usurp the property. The respondent No.1 who is the owner of the demised premises cannot be made to suffer

because of the acts of the petitioner and /or respondent No.2. An agreement of sale with son of the tenant will not give him an independent status or any better right than just a Sublette. Petitioner is none but an agent or a front man of a tenant/respondent No.2 who managed a sale agreement in between his son and petitioner and thus has to sail and sink with him/tenant.

Accordingly, in view of the above petition was dismissed along with listed application vide order dated 23.02.2018 of which above are the reasons.

Dated: 27.02.2018

Judge