

ORDER SHEET
IN THE HIGH COURT OF SINDH,
CIRCUIT COURT, HYDERABAD.

C.P No.S-457 of 2021

DATE	ORDER WITH SIGNATURE OF JUDGE
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For orders on MA-918/22 (application for withdrawal)
For orders on office objection
For orders on MA-2326/21 (u/o 13 R 1 &2)
For hearing of MA-1162/21 (stay)
For hearing of MA-1960/21 (stay)
For hearing of main case

22.04.2022.

M/s. Muhammad Saleem Hashmi and Hameedullah Dahri advocates for the petitioners.

Mr. Sikandar Ali Soomro advocate for respondent No.1.

Mr. Wali Muhammad Jamari, Asstt. A.G.

Zulfiqar Ahmad Khan, J. Heard the learned counsel for the respective parties at length. It appears that this petition has been filed against concurrent findings of the Courts below in a rent matter having very limited scope under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973. This petition has been filed by shopkeepers, who have been represented through their attorney Shafique Ahmed, but during hearing on the last date, the said attorney appeared and stated that he is no more representing the petitioners. To the contrary, a statement has been filed by Mr. Muhammad Saleem Hashmi Advocate stating that these five petitioners have now given power of attorney to one Munir Ahmed, which fact was denied by some of the petitioners, therefore, all the petitioners were directed to appear before this Court. Whereafter, only Mr. Muhammad Afzal s/o Ramzan, Babar Ali @ Masood Ahmed s/o Masroor Ahmed i.e. petitioners No.1 and 3 are present today who denied having appointed the new attorney, rather had moved applications for withdrawal of the petition on their behalf. Leaving the petitioner No.2 Raja @ Raj Kumar, petitioner No.4 Rahab @ Muhammad Ismail and petitioner No.5 Khalid Ahmed holding the field.

2. Mr. Muhammad Saleem Hashmi, advocate claims to be representing those petitioners and stated that the petition be heard and decided on merit.

3. The facts of the case are that undisputedly C.S.No.455, 456, 1119 and 1120 admeasuring 4518 sq. fts. situated in front of Noorani Mosque (Jurial Shah Mosque), Ward 'B', Dadu town, Taluka and District Dadu belonged to one Haji Muhammad Ilyas, who per one version sold out that property to Munir Ahmed Mallah through a Sale Agreement in the year 2009. Allegedly since the seller was not registering the property in the name of the purchaser Munir Ahmed Mallah, the latter filed F.C. Suit No. 54/2009 for specific performance of the contract, which suit was decided by the Court of Senior Civil Judge and decreed in favour of Munir Ahmed Mallah vide judgment dated 31.05.2012 and decree dated 07.06.2012, however, with the condition that the said purchaser i.e. Munir Ahmed Mallah to deposit remaining sale consideration of Rs.10,00,000/- (Rupees one Million) with the Nazir of the Court within sixty (60) days from the date of judgment dated 30.11.2012, failing which the suit would stand dismissed. It seems that in that intervening period of sixty days Munir Ahmed Mallah did not make compliance of the conditional judgment and decree, which led the owner Haji Muhammad Ilyas sell the said property to one Ali Nawaz through a Sale Deed bearing No.1460 of 2012 dated 11.10.2012, who thereafter having been entitled to the suit property, informed the petitioners / tenants about his ownership and requested them to deposit the rental amount to him. He also filed Rent Application No.09/2019, which however, was withdrawn later on. Thereafter he moved another application under section 15 of Sindh Rented Premises Ordinance, 1979 before the concerned Rent Controller being Rent Application No.03/2020, which was decided by the order dated 13.02.2021. In the aforementioned order, the entire back ground of the controversy has been recorded which for the sake of brevity is not reproduced here, as the salient features being that when this said application was moved, the tenants also denied the relationship of landlord and tenant with the applicant on which

appropriate issue was framed by the learned Rent Controller which was decided in paragraphs 6 to 22:-

“06. Learned counsel for the applicant has mainly relied upon the contents of Rent Application and deposition of applicant’s side has inter alia repeated the same facts as narrated in the Rent application. He further contended that the instant application is very much maintainable under the law. According to him applicant is lawful owner of demised premises including shops of tenants by way of purchase through registered sale deed bearing No.1460 dated:11.10.2012 from Haji Ilyas son of Haji Haroon Mallah and such entries are also exist in the office of City Surveyor Dadu in Extract from the Property Register Dadu. It is further contended that on 01.02.2020, applicant approached to the tenants, demanded respective rent of demised premises even told the opponents that six months have been passed to their respective knowledge that applicant is owner of demised premises came to their knowledge and prudent mind through service of notices of rent application No.09/2019 and round of litigation including legal notices issued by learned counsel for applicant, but opponents refused and failed to pay monthly rent of demised premises from June, 2019 and onward to applicant. It is also contended that Muneer Ahmed Mallah has no concerned with the demised premises, which is also proved from the suggestive question put by learned counsel for the opponents from applicant that at present original owner of demised premises is Muhammad Ilyas Mallah, which denied by applicant, because at present applicant is owner of demised premises. Not only this but no title document has been produced by the opponents to prove that Muneer Ahmed Mallah was/is owner/landlord of the demised premises, even opponents failed to produce any tenancy agreement in respect of demised premises with said Muneer Ahmed Mallah and they also failed to produce any rent receipt to prove that the said Muneer Ahmed Mallah ever collected rent of demised premises from opponents. It is further contended that the electricity bills produced by the opponent’s attorney do not disclose the address in respect of demised premises. It is next contended that the applicant/landlord has proved his case and burden shifted to opponents and they failed to discharge their burden. Lastly he prayed that the Ejectment Application may kindly be allowed.

07. On the other hand learned counsel for the opponents has mainly relied upon the contents of written objections filed by the said opponents and deposition of opponent’s side has inter alia repeated the same facts as narrated in the written objections/affidavit in evidence and has further argued that the Ejectment Application filed by the applicant is not maintainable, as there exist no relationship of landlord and tenant between the applicant and opponents, therefore the instant application is not maintainable under the law. According to him the opponents are tenants of landlord Muneer Ahmed Mallah since year 2015 till to date and they used to pay payment of rent in respect of demised premises at the rate of Rs.3000/- per month as per oral rent agreement and are running their business peacefully without any disturbance. Mr. Panhwar next contended that the demised premises purchased by Muneer Ahmede Mallah and such decree was also passed in his favor, but very recently said decree passed by this court in favor of Muneer Ahmed Mallah is respect of demised premises has been cancelled/recalled. It is further contended that the said Muneer Ahmed Mallah filed F.C Suit No.05/2020 for Declaration and Cancellation of Documents i.e Registered Sale Deed dated:11.10.2012 on the basis of which the applicant has filed the present ejectment application, the said suit of Muneer Ahmed Mallah has been rejected by this court and the Muneer Ahmed Mallah has filed civil appeal bearing No.95/2020 against the order passed by this court, which is pending before appellate court. It is further argued that the opponents do not know the landlord Ali Nawaz and

he has never come to shops and opponents have not paid rent to applicant for any single month, even no notice of change of ownership U/S.18 of S.R.P.O has been received by the opponents. According to him no cause of action has accrued to the applicant to file the instant application, which is not maintainable and this Court has no jurisdiction to adjudicate the matter. Lastly he prayed that the instant application is not maintainable and liable to be dismissed with special cost. He next contended that the applicant is not entitled for claim sought and present application filed by applicant is meritless and applicant has failed to establish his case, therefore, the application of the applicant is liable to be dismissed. In support of his argument the learned counsel for opponents has placed reliance on the case of Hafeezuddin & 02 others Vs. Badaruddin & 02 others reported in PLJ 2003 Karachi 134. The learned counsel also submitted Certified True Copies of Civil appeal bearing No.52/2020 Re-Muneer Ahmed Vs Haji Muhammad Ilyas, Civil Revision Application bearing No.30/2020 Re-Muneer Ahmed Mallah Vs. Haji Muhammad Ilyas, IInd appeal No.24/2020 Re-Muhammad Ilyas Vs. Ali Nawaz & others & Photostate copy of C.T.C of deposition of application in Rent application bearing No.09/2019 Re-Ali Nawaz Rind Vs. Shafique Ahmed & others along with his respective statement.

08. I have heard the arguments of the learned counsel for both parties at length, perused the pleadings of the parties and carefully examined the evidence available on the record of the case with the able assistance of the learned counsels for the parties, after which my findings on the above points with reasons are as under:-

FINDINGS

POINT NO.I **Affirmative**

POINT NO.II **as under**

POINT NO.III **Affirmative**

POINT NO. IV **The Ejectment application stands allowed.**

REASONS FOR DECISION ON POINTS FOR DETERMINATION

POINT NO. I: -

09. I have given my anxious consideration to the arguments advanced at the bar, and also perused the record carefully. It transpires from the scrutiny of record that in view of the defence taken by the opponents, the question of relationship of landlord and tenant between the parties is of much importance because it is now very well-settled that the issue is one of jurisdiction and should be determined first, and in case its answer be in negative the Court loses scission over lis and must stay his hands forthwith. For any reference, please see *AFZAL AHMAD QURESHI v. MURSALEEN* (2001 SCMR 1434). The initial burden to prove the point is, therefore, on the applicant.

10. The applicant in ejectment application has stated that he had purchased the building including demised premises on 11.10.2012 through registered sale deed bearing serial No. 1460 and registered sale deed number 1999 dated 11.10.2012 executed by the previous owner namely Muhammad Ilyas in his favor as well as such entry in the record of city survey office Dadu has also mutated in his favor. The applicant has also annexed copy of registered sale deed with the rent application and also

produced certified true copy of said registered sale deed alongwith his affidavit in evidence (Exh.29-A). It is an admitted fact on record that the original owner of property was Muhammad Ilyas and opponents were/are tenants. The file of instant matter would shows that applicant has acquired title in the demised premises through Conveyance Deed and upon such Conveyance Deed, the applicant became owner of the demised premises and therefore he became entitled to the benefits thereof, which also includes rents from its tenants. It is also alleged by the applicant that on 07.05.2019, he sent legal notice to opponents through his counsel, whereby the opponents were informed regarding the change of ownership of demised premises, but opponents have denied from delivery of said legal notice to them. Admittedly, prior to filing of instant ejectment application against the opponents, applicant has filed another ejectment application, on 05.08.2019 bearing No. 09/2019, wherein notices were issued to the opponents, which were returned duly served upon them with endorsement of bailiff that the opponents received notice on 10.08.2019. After that opponents also filed written objections on said ejectment application, but due to some formal defects in said ejectment application, same was withdrawn with permission to file fresh vide Order dated 23.12.2019. The filing of earlier rent case itself was a notice enough for the opponents for tender of the rent of demised premises but the record shows that despite contest the rent case, it was not tendered on the ground that applicant is not the land lord of demised premises.

11. In case of Muhammad Iftikhar Qureshi vs Muhammad Yahya Qureshi and 02 others reported in 2016 MLD 1134, wherein Honorable High Court of Sindh has held as under:-

(a) Sindh Rented Premises Ordinance (XVII of 1979)---
 ----Ss. 18 & 15---Change of ownership of premises--- Ejectment petition was allowed concurrently---Contention of tenant/petitioner was that there was no relationship of landlord and tenant between parties as his wife and alleged landlord were sister and brother inter se and she had purchased the property in question and three other tenants were residing in the said building and his wife being owner had been collecting the rent from them---Landlord's plea was that petitioner's admission as tenant to previous owner was on record from whom landlord had purchased the premises in question and though service notice as to change of ownership had been denied by tenant but filing of ejectment application was sufficient notice in that regard--
 -Validity--- Petitioner admittedly was tenant of original owner of the property and notice of ejectment application would be sufficient notice in compliance of S.18 of Sindh Rented Premises Ordinance, 1979 and non-payment of rent would make a tenant defaulter---Even if notice under S.18 of Sindh Rented Premises Ordinance, 1979 was not served upon tenant, contention raised by tenant/petitioner regarding non-service of notice as to change of ownership was not tenable---
 Constitutional petition was dismissed, in circumstances.

12. I am not convinced to the plea of learned counsel for opponents that applicant has never approached to the opponents for payment of monthly rent of demised premises and opponents have no knowledge regarding the change of ownership of demised premises and they did not receive any notice U/S 18 of S.R.P.O, 1979, for the reason that in view of dictum discussed Supra, it becomes crystal clear that the notice of ejectment application would be sufficient notice in compliance of Section 18 of SRPO, 1979, even if notice U/S 18 of SRPO, 1979 was not served upon tenant. In the instant matter notice of earlier ejectment application, admittedly received to opponents, even they filed their written objections on it. Therefore, when the opponents admit that they were/are in possession of

the demised shops/premises as tenants and they are not claiming ownership for themselves then they are under an statutory duty to tender rent to the new owner of the demised premises within 30 days from the moment they have received the intimation of transfer of ownership of the demised premises in terms of section 18 of SRPO, 1979 by sale, gift, inheritance or by such other mode. Only a notice from new owner under section 18 of the SRPO, 1979 to the opponents/tenants was enough. At this juncture, I would like to reproduce section 18 of SRPO, 1979, which reads as under:-

18. Change in ownership. Where the ownership of a premises, in possession of the tenant has been transferred by sale, gift, inheritance or by such other mode, the new owner shall send an intimation of such transfer in writing by registered post, to the tenant and the tenant shall not be deemed to have defaulted in payment of the rent for the purpose of clause (ii) of subsection (2) of section 15, if the rent due is paid within thirty days from the date when the intimation should, in normal course, have reached the tenant.

13. The opponents/tenants on receiving the said notice have, however, refused to tender the rent to the new owner/applicant on the ground that "they are not the tenants of applicant in respect of demised premises and they have never seen/heard the applicant as owner of the demised premises and they are regularly paying the rent of demised premises to the land lord Muneer Ahmed Mallah". It is settled law that the tenants have no right to question the title of the landlord as held by the Hon'ble Supreme Court in the case of Messrs Habib Bank Limited v. Sultan Ahmed and another (2001 SCMR 679) Hon'ble Supreme Court has held as under:-

10. Before parting with the judgment we would also like to observe that the tenant has no right to demand title documents from the landlord on receipt of notice within the meaning of section 18 of the Ordinance because no sooner notice is served upon him or it is otherwise conveyed to him either in the judicial proceedings or by some other reliable source he is bound to accept the new owner as his landlord as held in the cases of Muhammad Ashraf v. Abdul Hameed and others (1982 SCMR 237(2) and Suleman and another v. M.A. Mallick (1988 SCMR 775). (emphasis provided)

14. The opponents/tenants on receiving a notice under section 18 of the SRPO, 1979 were supposed to protect their right as tenants in the demised premises in their possession by tendering rent to the person who has sent them the notice. It did not happen in the case in hand and the opponents/tenants in defiance of the mandate of section 18 of SRPO, 1979 not only failed to fulfill their statutory duty but also themselves cancelled the registered sale deed in respect of demised premises in favor of applicant. In this regard reference if any may be given to the case of Muhammad Akram through L.Rs & others Versus Shri Mahant Baboo Lalgir Mahraj & 03 others reported in 2019 C.L.C Note 25.

15. It is admitted by the opponents in their written objections that they are paying the rent of demised shops at the rate of Rs.3000/- each per month. According to law the tenant, who earlier had accepted relationship of landlord and tenant between the parties, could not back out and say that no relationship of landlord and tenant existed. Statutory tenancy has commenced as soon as notice U/S 18 of SRPO, 1979 was received by tenant. Once it was brought to the notice of tenant that ownership of premises had been changed it was his responsibilities to tender rent to the new landlord. Opponents/Tenants, despite having all knowledge on 10.08.2019 (when notice of first ejectment application bearing No. 09/2019

re-Ali Nawaz versus Shafique Ahmed & 05 others was received by opponents) that the ownership of the premises in question had changed, opponents continued to pay the rent of demised premises to Muneer Ahmed Mallah, who is neither the previous nor present owner of the demised premises, their intention was not bonafide. **In this regard reference if any may be given to the cases of Musheer Ahmed Siddiqui versus Mrs. BadarunNisa reported in 2000 CLC 247 and Mst. Muhammad Nisa versus Anwar Ali reported in 1989 CLC 157.**

16. It may be noted that though it is claimed by the opponents that the demised premises was owned by Muneer Ahmed Mallah, nothing has been brought on record by the opponents to show that the said Muneer Ahmed Mallah was/is owner of demised premises.

17. It is pertinent to mentioned here that the said Muneer Ahmed Mallah filed F.C Suit No. 54/2009 for Specific Performance of contract and Permanent Injunction in respect of demised premises against its actual owner namely Muhammad Ilyas titled as "Muneer Ahmed Vs. Muhammad Ilyas" and this Court in capacity of Court of Senior Civil Judge decreed the said suit in favor of said Muneer Ahmed Mallah vide judgment dated:31.05.2012 and decree dated: 07.06.2012, with condition that the said Muneer Ahmed Mallah was liable to deposit remaining sale consideration amount Rs10,00,000/- (Rupees One Million) before Nazir of this Court within 60 days from the date of judgment viz.31.05.2012, the failing which the suit would stand dismissed, but the record is evident that the said Muneer Ahmed Mallah failed to deposit the remaining sale consideration amount in compliance of decree within stipulated time which as per decree ended on 30.07.2012. The conditional decree was passed in favor of said Muneer Ahmed Mallah and in the event of non-deposit of the balance sale consideration within prescribed period, said decree entailed dismissal of suit of said Muneer Ahmed Mallah. The said Muneer Ahmed Mallah committed default in making payment of sale consideration amount within the time fixed by decree, hence suit stood dismissed and the decree ceased to exist. It may be noted that the said Muneer Ahmed Mallah filed the execution application on 07.09.2013 on the basis of dismissed suit, without depositing the remaining sale consideration amount Rs.10,00,000/- before Nazir as per directions contained in judgment dated:31.05.2012 and decree dated:07.06.2012, but due to mistake or otherwise the said execution application was admitted and allowed by the than learned Presiding Officer of this court vide order dated:18.01.2014.

18. Record further reflects that this court being executing court wrongly, illegally and without having jurisdiction modified the decree and allowed the execution application, therefore, this court recalled the order dated:18.01.2014, passed in Execution application bearing No.02/2013 by exercising powers conferred U/S.151 C.P.C. in the interest of justice and to prevent abuse of process of Court and dismissed the Execution application of said Muneer Ahmed Mallah being devoid of merits, as the decree was ceased to exist vide order dated:19.09.2020.

19. Admittedly, the decree in favor of said Muneer Ahmed Mallah was ceased to exist, thus a valuable right had occurred in favor of actual owner of demised premises namely Muhammad Ilyas, which could not be disturbed. It is pertinent to note here that after dismissal of suit of said Muneer Ahmed Mallah, the actual owner namely Muhammad Ilyas executed registered sale deed bearing No.1999 dated 11.10.2012 in respect of demised premises in favor of applicant of instant ejectment application, therefore the said Muneer Ahmed Mallah has no concerned with the demised premises.

20. The record is evident that the opponents have neither annexed copy of any tenancy agreement allegedly executed with Muneer Ahmed Mallah nor

any copy of rent receipt as alleged by them either along with the objections or with affidavit in evidence to prove that the demised premises were rented out by Muneer Ahmed Mallah to them and they are paying rent to him. It is pertinent to note here that no title document in respect of demised premises in the name of Muneer Ahmed Mallah has been produced by the opponents. It is a well-settled principle of law that a registered document in itself is a notice to public in general/at large and upon coming into being of Conveyance Deed on 11-10-2012, in law, it was deemed that the opponents were in knowledge of change of ownership. In this regard reference if any may be given to the case of Muhammad Iqbal Versus Muhammad Zubair & 02 others reported in 2012 Y.L.R 2246. The opponent's attorney produced 07 electricity bills (Exh.44/A to G) in the name of Muneer Ahmed Mallah, but these bills do not show any shop number and address of demised premises, therefore the opponents have failed to prove that these bills have any concerned with the demised premises.

21. It may be noted that in the cross-examination of opponent's attorney, it was admitted by him that no title documents of demised premises have been produced by him to prove that the Muneer Ahmed Mallah was the owner of demised premises. It is very much strange that the opponent's attorney has misstated in his cross-examination that he saw the title documents of demised premises in the name of Muneer Ahmed Mallah, as Muneer Ahmed Mallah himself shown him the title document of demised premises, but the fact is that no title document in respect of demised premises are in field in the name of said Muneer Ahmed Mallah, as it has already been discussed that decree in favor of Muneer Ahmed Mallah in the respect of demised premises was ceased to exist. The opponent's attorney also misstated in his cross examination while denying the suggestive question of learned counsel for the opponent that "it has been mentioned in para No.05 of the affidavit in evidence that prior to filing of instant ejectment application, the applicant also filed similar kind of application, wherein the opponents received the notice of said application and title documents of demised premises in the name of applicant". However, such fact has been admitted by the opponent's attorney himself in para No. 05 of his affidavit in evidence. In para No.07 of the affidavit in evidence, opponent's attorney has stated that Muneer Ahmed Mallah had disclosed to him that demised premises was his purchased property, it means the opponents attorney was not possessed first hand and direct information of the material facts of the case. It is settled principal of law that initially, it was the party itself which should depose about the first hand and direct evidence of material facts of the transaction or the dispute and its attorney having no such information could not be termed as a competent witness within the meaning of O. III, Rr. 1 & 2, C.P.C. Attorney could step in as a witness if he possessed first hand and direct information of the material facts of the case or the party had acted through the attorney from the very inception till the accrual of cause of action. Deposition of such an attorney under the law would be as good as that of the principal itself. Non-appearance of the party as a witness in such a situation would not be fatal. If facts and circumstances of the case reflected that a party intentionally did not appear before the court to depose in person just to avoid the test of cross-examination or with an intention to suppress some material facts from the court, then it would be open for the court to presume adversely against said party as provided in Art.129 (g) of Qanun-e-Shahadat, 1984. In this regard reference if any may be given to the case of Mrs. Zakia Hussain and another Versus Syed Farooq Hussain reported in P.L.D 2020 Supreme Court 401. In the instant matter initially one Karim Bux Panhwar appeared and filed objections on the instant ejectment application on behalf of opponents being their attorney and later on one Talib Hussain Mirbahar appeared and filed his affidavit in evidence on behalf of opponents being their attorney. It is very much surprising that the copies of both power of attorneys of opponents show the signatures of opponents in English and Sindhi language and thumb impressions of both

attorneys, it means all the opponents are educated persons, but they did not bother to appear in person to record their evidence and appointed both un-educated persons as their attorney to contest the matter. No reason has been mentioned in power of attorney (Exh.44-L) for non-appearance of opponents before this court to contest the matter. Admittedly, the evidence of opponent's attorney suggests that he has not possessed first hand and direct information of the material facts of the case and the facts and circumstances of the case reflected that the opponents intentionally did not appear before the court to depose in person just to avoid the test of cross-examination or with an intention to suppress some material facts from the court, therefore the presumption goes adverse against the opponents as provided in article 129 (g) of Qanun-e-Shahadat order 1984.

22. I have great regards to the case law cited by learned counsel for the opponents but the same cannot be made applicable in this case because the facts in cited case law and in this case are quite distinguishable, therefore, the cited case law is of no helpful to the opponents.”

4. The rival story is that notwithstanding that the said Munir Ahmed Mallah did not fulfill the conditions of the judgment and decree, he filed an execution application, which was mistakenly allowed by order dated 18.01.2014, however, coming to the realization that the condition prescribed in the judgment and decree of depositing Rs. 10,00,000/- (Rupees one million) was not complied with, the said order through which the execution application was allowed, was recalled by the same Court on 18.01.2014. Against the said recall, Munir Ahmed Mallah moved to the appropriate Courts and eventually reached this Court in the form of Civil Revision Application No.66/2013 filed by Haji Muhammad Ilyas which Revision Application was withdrawn on 02.03.2016 alleging that Haji Ilyas had received one million rupees from Munir Ahmed Mallah, however, the dismissal order dated 02.03.2016 does not make any reference to the respondent having received any monies, as it is only a simple withdrawal by not pressing the Revision. Thereafter it is stated that the said Munir Ahmed went back to the Executing Court and sought revival of the order dated 18.01.2014 through an application under section 151, CPC, however, since the decree has already ceased to exist, the said application was dismissed by order dated 19.09.2020.

5. Counsel for the petitioners, who is arguing on behalf of the tenants as well as Munir Ahmed Mallah submits that having acquired title through the Revision Application (which assertion is not even noted in the final order dated 02.03.2016 by this Court in the said Revisional Application), the Courts

below wrongly considered his client an alien to the proceedings and passed the impugned order on it, however, in my humble view, all these contentions have been put to rest in the impugned order, of which the relevant paragraphs have been reproduced with foregoing.

6. From the perusal of the above mentioned paragraphs and submissions made, it appears that the Courts below rightly reached to the conclusion that the despite defiance of the tenant, there existed relationship of landlord and tenant between tenants and Ali Nawaz and decided the issue in the given manner. Against the said order, an appeal was preferred by six tenants and which was disposed of by judgment dated 10.08.2021 maintaining the findings of the trial court i.e. establishing the relationship of landlord and tenant between the present petitioners and Ali Nawaz, which findings I do not find any cogent reason to disturb. Nonetheless, it appears that between three players i.e. Haji Muhammad Illyas, Ali Nawaz and Munir Ahmed Mallah, other litigations are also pending where Haji Muhammad Illyas (now deceased) had filed F.C. Suit bearing No.04 of 2014 against Ali Nawaz alleging that Sale Deed presented by Ali Nawaz was a fake and forged document, however, the said suit was dismissed, where against Ist. Appeal was also dismissed and IInd. Appeal No.24 of 2020 is pending before this Court, as well as a Constitution Petition is also pending bearing CP No.D-1443/2021 challenging the recall of the order of Executing Court. In the given circumstances, when parties would be at liberty to have their grievances addressed at the relevant forums, these Constitutional Petitions are devoid of any merit hence dismissed and parties to have their residual grievances addressed at the appropriate forums in accordance with law.

7. At this juncture, learned counsel for the petitioners submits that he wishes to assail this order before the Hon'ble Supreme Court and requests for thirty (30) days time, during which period the petitioner Nos.2, 4 and 5 not to be dispossessed.