

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

Suit No. 35 of 2010

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DATE

ORDER WITH SIGNATURE OF JUDGE

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1. For orders on CMA No. 12434/19. (U/R 110 SCCR)
2. For maintainability of CMA No. 5722/19. (U/S 151 CPC)
3. For hearing of CMA No. 5659/18 (U/S 151 CPC).
4. For orders on CMA No. 7643/19 (U/S 151 CPC)

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**01.10.2019.**

Mr. Hakim Ali Khan, Advocate for Plaintiff.

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1. Urgency granted.
- 2, 3 & 4. Instant Suit stands compromised by way of a Decree pursuant to Order dated 31.05.2017; however, it appears that earlier on 5.12.2016, a similar application for compromise was filed and the Court had refused to pass a compromise decree, and had referred the matter to the Nazir to examine as to whether the property can be partitioned and separate documents could be issued in favor of the respective parties, but the parties, instead of going through that exercise fully, in between filed another compromise application and without assisting the Court as to the earlier application and the objection of the Court, managed to get the Suit decreed in terms of a new compromise application. Thereafter, the parties, notwithstanding the fact that a Decree has been passed, are filing applications continuously, either seeking directions to the Nazir or the official departments.

On 22.04.2019, on one such application, Counsel was confronted as to maintainability of the same, after passing of Decree in this matter. Today, again Counsel has been confronted; however, he is unable to satisfy as to maintainability and grant of these applications, whereas, there appears to be an impediment in implementation of the compromise arrangement by the respective departments; and

apparently it cannot be enforced upon them by the Court. It may be noted that a learned Division Bench of this Court in the case reported as **PLD 2015 Sindh 336** (*Abdul Hafeez v. Pakistan Defence Housing Officers Housing Authority*), has been pleased to hold that only the parties who were signatory to the contract were bound by the terms and conditions so recorded and agreed upon between them, whereas, the Court could not while enforcing the terms and conditions so agreed, notwithstanding that such contract was superadded with the seal of the Court and turned in a consent decree, would compel a third party to obey the said terms and conditions of the compromise. This is in fact a fit case wherein the judgment of the Hon'ble Supreme Court reported as **Peer Dil and others v Dad Muhammad (2009 SCMR 1268)** fully applies, as this is a case of a private compromise and against the very order of the Court dated 5.12.2016.

Therefore, since a Decree has already been passed on the basis of compromise, no further applications are to be entertained in this matter and the aggrieved person(s) is at liberty to seek execution of the Decree, which has to be dealt with by the Executing Court in accordance with law.

All these applications are hereby dismissed.

J U D G E

Ayaz P.S.