

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

**R.A. No.63 of 2009.**

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<b>DATE</b>	<b>ORDER WITH SIGNATURE OF JUDGE</b>
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For hearing of M.A. No.347/2009  
For hearing of main case.

**26-10-2020**

Mr. Arbab Ali Hakro advocate for the applicant.  
Mr. Allah Bachayo Soomro, Additional Advocate General Sindh.

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The subject matter of this revision is a land meant for Headquarter of Police Department, as alleged by Mr. Allah Bachayo Soomro Additional Advocate General Sindh and was rented out by SSP Sindh Police.

Brief facts of the case are that a suit for performance was filed by one Haji Qamaruddin against Senior Superintendent of Police and Province of Sindh. Applicant was earlier a beneficiary of a lease agreement of the said plot of land, and the executants were Senior Superintendent of Police Hyderabad through one Malik Muhammad Afzal s/o Ghulam Serwar Malik of the first part "Lessor" and Haji Qamaruddin s/o Haji Muhammad Bux "Lessee". The property was rented out by Senior Superintendent of Police against a sum of Rs.120,000/- to operate a petrol pump on the site in question. The lease agreement was executed on 21.01.1993 however before its tenure could be completed, it is alleged that another agreement of lease was executed which enhanced the rent from Rs.120,000/- to Rs.265,000/-. The later agreement claimed to have been executed under coercion and pressure. The applicant paid enhanced rent for some time however, he soon realized that it was an unlawful act and executed under coercion of Senior Superintendent Police. He then offered rent at the previous rate which was not accepted.

The dispute then arose between them which led to filing of the suit for performance of an earlier lease agreement of 1993. For the subsequent

agreement the applicant has also prayed that it may be declared as forged, fabricated and void. There is no prayer in the suit that it was executed under coercion or pressure. The evidence was recorded and the suit was dismissed. The applicant preferred appeal which met the same fate and hence this revision application.

I have heard learned counsel and perused the material available on record. The primary question as raised by this Court was as to how and under what authority Sindh Police through Senior Superintendent has executed a lease agreement of the subject plot for the operation of a petrol pump in favor of the applicant. The applicant and the respondent have no answer to it. They are not in a position to assist this Court as to under whose authority or law the plot, meant for the Headquarter of the Police Department was rented out or given under contract to an individual. This act has raised the eyebrows that even the land meant for police Headquarter is now being rented out by the Police Department. Mr. Hakro learned counsel appearing for applicant has been asked time and again as to under what authority the Police Department was authorized either in terms of any notification or in terms of any statutory backing, however he failed. He submits that since now an agreement has been executed the rights of the applicant have been created.

I do not accept this proposition that on the basis of any void order or unauthorized agreement the rights of the parties could be created for their monetary benefit. It is a sham and bogus transaction as no authority disclosed to have been vested with Senior Superintendent of Police to rent out this property to any individual. This property was entrusted by the Province of Sindh to one of their Department i.e. Sindh Police so that they may be housed there and perform their administrative functions, however, instead of performing their administrative functions they have started renting out the properties. I would therefore apart from dismissing this revision application deem it appropriate to direct the concerned Ministry / Home Department/

respondent No.2 to have a scrutiny of all such plots which have been rented/ licensed or leased out to individuals in defiance of the purpose of allotment by Provincial Government to the department as these were entrusted to them for specific purpose. Without sanction of law and Authority leasing out properties is not permissible.

In view of the above I do not see any error or jurisdictional defect available nor any other count is available in terms of section 115 CPC to overturn concurrent findings and consequently dismiss this revision application. The Additional I.G. shall however, on immediate basis obtain a report in consultation with Respondent No.2 as to how many properties of Sindh police, which were granted by Province of Sindh to Sindh Police have been rented out for their personal or departmental gain and compliance report be filed within 15 days duly supported by affidavit.

**JUDGE**

Irfan Ali