

ORDER SHEET

HIGH COURT OF SINDH AT KARACHI

Suit No.466 of 2016

Date	Order with signature of Judge
1.	For orders on CMA No.22795/2021 (U/A)
2.	For orders on CMA No.21784/21(U/O 23 R 1 CPC)

30.12.2021.
Mr. Farhan Zia Abrar, Advocate along with the plaintiff.
Mr. Naseem Akhtar, Advocate along with the defendant No.1.

>><<

1. Urgency granted.
2. Learned counsel for the plaintiff has filed the Special Power of Attorney of the plaintiff, which is taken on record and stated that he does not press the instant suit against the defendant No.2. Accordingly, the suit against the defendant No.2 stands dismissed as withdrawn.

Attorney of the plaintiff and the defendant No.1 are present along with their counsel. By means of this application the aforesaid parties seek to compromise the matter in terms of the agreement as set-forth in the application. The parties present have endorsed not only the contents of the instant application but also signatures appended thereon. Under the circumstance, the application is allowed and resultantly the suit sands decreed by way of compromise between the plaintiff and defendant No.1 in the following terms:

- "1. That the suit property i.e. open plot of land bearing No.D-238, "A" Street, Phase-VIII, situated in Pakistan Defence Authority, Karachi measuring 1000 square yards allotted/transferred at the name of Defendant No.1 by the DHA.*
- 2. That, it has been resolved between the parties that aforesaid property shall be sold in open market with their consent to the prospective purchaser on sale consideration amount acceptable to them i.e. plaintiff & Defendant No.1.*
- 3. That, it has been resolved that plaintiff and Defendant No.1 shall equally divided/distribute the sale consideration amount received from the sale of Suit property from the purchaser with equal share of 50% each.*
- 4. That, the Defendant No.01 being registered owner of the suit property shall execute sale agreement with concern to the plaintiff in favour of the prospective buyer and the prospective buyer shall issue two pay orders in the name of the plaintiff and defendant No.01 in equal amount towards the total sale consideration.*

5. *The plaintiff is in possession of original Transfer Order No.DHA/K/A-22164(AMNO.10664), DATED 27-03-1996 issued by the defendant No.02 in the name of defendant No.01. The plaintiff shall submit/surrender said original transfer order at the office of the defendant No.02 for effecting transfer of suit property in the name of the prospective buyer in the records of the defendant No.2. The defendant No.02 shall transfer the suit property only on the basis of original transfer order and no duplicate or copy of the transfer order shall be issued or use for transfer of the suit property in the name of the prospective buyer.*

6. *That, the defendant No.01, being the registered owner of the suit property shall transfer the suit property in the name of the prospective buyer. The defendant No.01 shall not receive total sale consideration from the prospective buyer and the plaintiff's share of 50% of the total sale consideration, as agreed, shall be paid by the prospective buyer directly to the plaintiff himself or to his duly constituted attorney or in other case if the purchaser will not agree to issue two pay orders then the defendant No.1 shall be bound to pay 50% share amount to the plaintiff.*

7. *That the defendant No.02 shall not transfer the suit property in the name of the prospective buyer unless and until the plaintiff has tender, in writing, his no objection and certificate of receiving of share of his amount at the office of the defendant No.2 for mutation/transfer of the same and plaintiff is bound to issue no objection on the same date and time as soon as he receive his 50% share amount by the defendant No.1 or buyer as defined in Para No.06 of instant application.*

8. *That, the outstanding dues, taxes and any other amount due and payable against the suit property shall be bear by the plaintiff and the defendant No.01 and shall be paid from the sale consideration. The Defendant No.2 forthwith of the passing decree shall exclude the property from its banned list to effect sale and transfer.*

9. *That in any case if the sale transaction is not completed within the stipulated period of 4 month from the date of decree the suit property shall be transferred in the record of defendant No.02 in the joint name of the plaintiff and the defendant No.01 in equal share and a fresh transfer order shall be issued accordingly and transfer fees and expenses were paid by the both parties equally.*

10. *That, both parties are ready and willing to fulfill the terms and conditions as mentioned above.*

11. *The Defendant No.2 (DHA) being the Regulatory Body shall ensure compliance of the above terms and conditions".*

Suit decreed as above. Office is directed to prepare the decree accordingly.

JUDGE