

ORDER SHEET
IN THE HIGH COURT OF SINDH AT KARACHI

Suit No.NIL (-380) of 2018
[Mst. Nasreen v. Ali Hasan Brohi and others]

DATE	ORDER WITH SIGNATURE OF JUDGE(S).
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1. For orders on CMA No.1177/2023 (U/R-110).
2. For orders on CMA No.1178/2023 (U/O XXIII R-3 CPC).
3. For orders on CMA No.1179/2023 (U/O 1 R-10 CPC).
4. For orders on CMA No.1180/2023 (U/O 1 R-10 CPC).

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Dated 26.01.2023

Mr. Irfan Bashir Bhutta, Advocate for the plaintiff.
Mr. Shaikh M. Daniyal, Advocate for applicant/intervener.

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1. Urgency granted.
2. A revenue land is being compromised between the plaintiff and intervener excluding the official defendants. The scope of this suit is in respect of a property measuring 02 acres situated at Deh Surjani, Tapo Manghopir allegedly falling in Naiclass No.29, Jaryan No.450. Plaintiff claims to have been issued an *ijazatnama* for 30 years commencing from 1979-80. The Deputy Commissioner by virtue of a purported authority, as he exercised by order dated 16.03.1992, extended the lease of the land in question for apparently another period of 30 years with effect from the date of order that is 16.03.1992. The claim/prayer of the plaintiff in this suit is as under:-

- A. *Declare that the sit property i.e. 02 Acres of land situated at Deh Surjani, Tappo Manghopir falls in NA Class No.29, Jaryan No.450 and that the plaintiff is the true and rightful owner of the suit property and that the Defendant No.1 & No.2 have no interest/right and/or title in the suit property.*
- B. *Permanently restrain the Defendant No.1 & No.2 and/or their legal heirs, agents, representatives, employees, servants, sub-ordinates and assigns from directly or indirectly creating any third party interest with regards to the suit property in any manner and not to sell/transfer get the suit property mutated in the name/favor of any other person/and or authority.*
- C. *Permanently restrain the Defendant No.1 & No.2 from destroying, take apart, demolish or otherwise hinder/alter the structure constructed upon the suit property, including but not limited to any rooms, pillars, wall, shades and/or any other structure*

constructed upon the suit property, permanent or temporary in nature.

- D. Direct the defendant No.1 & No.2 and/or their legal heirs, agents, representatives, employees, servants, su-ordinates an assigns to hand over vacant, peaceful, physical possession of the suit property plaintiff.*
- E. Direct the Defendant No.1 & No.2 to pay to the plaintiff a sum of Rs.30 Crores damages/ compensation on account of causing undue mental agony and distress by illegally dispossessing him from the suit property.*
- F. Cost of the suit.*
- G. Any other relief which this Honorable Court deems fit and just in the circumstances of the case.*

The only dispute of the plaintiff is that some of the defendants are causing hindrance and hurdles in smooth occupation of the land in question. Plaintiff is now apparently in compromise with the intervener who has intervened claiming interest over the land in question.

I have heard counsel for the plaintiff as well as intervener and perused the record.

I am afraid the scope of this suit is limited, however, it is to be seen first as to whether under the law a 30 years lease could be converted into a perpetual lease without any codal formalities. In my view the leased period was over in 2022, however, before it could be concluded, it is made perpetual surreptitiously. The suit is ought to have been dismissed as no law was sighted to make a 30 years lease perpetual without application of procedure, however, at present a compromise is being anticipated as claimed. I am afraid unless the question of extension of lease period is decided, such recourse is not possible. In case no satisfactory answer is provided on the next date appropriate orders shall be passed. Adjourned.

JUDGE

Ayaz Gul