

ORDER SHEET
THE HIGH COURT OF SINDH, KARACHI
C. P. Nos.S-1131 of 2022

Dated: Order with signature of Judge(s)

- 1.For hearing of CMA No.8230/2022.
- 2.For hearing of Main Case.

Date of Hearing : 5 May 2023.

Petitioner : Khawaja Muhammad through Mr. Shah Jahan Khan, Advocate.

Respondent No.1 : Mst. Kauser Muzafar through Mr. Ijaz Muhammad Bangash, Advocate.

Respondents No.2&3 : Vith Senior Civil Judge / Rent Controller Karachi (South) and District & Sessions Judge Karachi (South) through Mr.Imran Abbas, Assistant Advocate General, Sindh.

J U D G E M E N T

Mohammad Abdur Rahman, J. This a Petition that has been maintained by the Petitioners under Article 199 of the Constitution of Islamic Republic of Pakistan, 1973 impugning a Judgement dated 28 October 2022 passed by the District & Sessions Judge Karachi (South) in FRA No. 198 of 2022 that had upheld an order dated 26 April 2022 passed by the VI Rent Controller Karachi (South) in Rent Case No. 527 of 2020 granting an application that had maintained by the Respondent No. 1 under Section 15 of the Sindh Rented Premises Ordinance, 1979.

2. It is a common ground that the Respondent No. 1 is the owner of Shop No.4, Plot No.R-1286, Street No.21, Azam Basti, Karachi (hereinafter referred to as the 'Said Tenement ') and which was let by the Respondent No. 1 to the Petitioner for a sum of Rs.20,000/- per month. An application was moved by the Respondent No. 1 bearing Rent Case No.527 of 2020 as against the Petitioner under Clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 alleging that the Petitioner has defaulted on his obligation in the payment of rent to the Respondent No. 1

and on account of which the Petitioner was liable to be evicted from the Said Tenement . A second ground was also taken in Rent Case No.527 of 2020 that the Petitioner was also liable to be evicted under Clause (vii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 as the Respondent No. 1 required the Said Tenement to establish a business of a bakery for her personal use in good faith and on the basis of which the Petitioner was liable to be evicted from the Said Tenement.

3. The Petitioner filed his written statement to Rent Case No. 527 of 2020 and alleged that the current rate of rent was not Rs.20,000/- but Rs.11,000/- per month. He further contended that he had not defaulted on his obligation to pay rent to the Respondent No. 1 under Clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 as when he had tendered the rent for the month of March 2020 at the rate of Rs.11,000/- in response the Respondent No. 1 refused to accept the rent and instead demanded an extortionate sum of rent from him. He thereafter tendered the rent through a money order bearing No.10188046 dated 3 March 2020 to the Respondent No. 1 who accepted the same. He further states that after receiving the rent for the month of March 2020 he attempted to tender the rent directly through a money order bearing No.10174522 dated 2 April 2020 in the month of April 2020 which was refused by the Respondent No. 1 and thereafter he has been depositing rent in MRC No. 414 of 2020 under Sub-Section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979. In respect of the issue of the Respondent No. 1 requiring the Said Tenement for her personal use in good faith he stated that previously the Respondent No. 1 and her sister namely Mst. Saeeda Bibi had filed a Rent Case No. 745 of 2015 requesting that the Said Tenement be handed over to them for their personal use in good faith and which rent case was settled by a compromise application dated 20 October 2018. He, therefore, submits that second application under Clause (vii) of

Subsection (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 has been filed with mala fide intent and is not maintainable.

4. Rent Case No. 527 of 2020 was heard by the VI Rent Controller Karachi (South), who after framing the following issues:

- “1. Whether applicant requires the rented shop for her personal use?
2. Whether applicant has committed any default in the payment of rent?
3. What should the Judgement be?”

in an order dated 26 April 2022 found that:

- i) the Respondent No. 1 had successfully proved that she required the Said Tenement for her personal use; and
- (ii) the Petitioner having deposited the rent for the month of April 2020 in MRC No. 414 of 2020 in the month of June 2020, by submitting the rent two months late amounted to a default on the obligation on the part of the Petitioner to pay rent to the Respondent No. 1 under Clause (ii) of Subsection (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979.

5. The Petitioner preferred an Appeal under Section 21 of the Sindh Rented Premises Ordinance, 1979 bearing FRA No.198 of 2022 before the District & Sessions Judge Karachi (South) who by a Judgement dated 28 October 2022 was pleased to hold that:

- (i) the requirement of proving that the Said Tenement was required by the Respondent No.1 for her personal use was not proved by the Respondent No. 1 and stood rejected;

- (ii) the Petitioner had defaulted on his obligation to pay rent for the month of April 2020 by depositing the rent in the month of June 2020 and as such was liable to be evicted from the Said Tenement.

6. The Petitioner thereafter has impugned the Judgement dated 28 October 2022 passed by the learned District Judge Karachi (South) in FRA No. 198 of 2022 on a sole ground that keeping in mind that Covid-19 was rampant during the month of March 2020 whereby from 22 March 2020 all Court work had suspended except urgent work, the Petitioner had a valid ground for not depositing the rent for the month of April 2020 and May 2020 and which he thereafter had deposited at the earliest opportunity in June 2020. He relied on a notification that was issued by this Court on 22 March 2020 and which reads as under:

“ ... *In order to prevent harm from “Coronavirus” which is contagious and is rapidly spreading, the Honourable Chief Justice, High Court of Sindh has been pleased to direct as under:-*

1. *All the cases fixed before any bench at Principle seat, Karachi or Sukkur and Circuit Courts at Hyderabad and Larakana shall stand discharged except the bail matters.*
2. *All the date by Court cases fixed before any bench at Principle seat, Karachi or Sukkur and Circuit Courts at Hyderabad and Larakana shall stand delisted from 24th March 2020 till further orders except bail matters.*
3. *All the civil business of Sindh High Court shall remain close from 24th march 2020 till further orders. However the bench available may on urgent application may entertain a case as per rules.*
4. *All the employees of High Court of Sindh, who are above the ages of 50 years, shall be available at their residence for any urgent assignment.*
5. *All lady employees of High Court of Sindh, except telephone operators are not required to come to Court from 24th march 2020 till further orders.*
6. *The Criminal Cases of urgent nature will be heard by the benches on appropriate application.*
7. *The Registrar shall make appropriate arrangement of the High Court employees by rotation, who are not covered in the preceding paras.*
8. **The Civil Work in District Judiciary in the entire province shall stand suspended except urgent matters and bail matters from 24th March 2020 till further orders.**

9. *All the employees of District Judiciary as well as Federal and Provincial Tribunals/Special Courts including Anti-Corruption Courts, Labour Courts, Anti-Terrorism Courts and Tribunals working under the Administrative Control of this Court, who are above 50 years age shall work from home from 24th March till further orders and will be available at their residence.*
10. *The Lady employees of District Judiciary shall not come to work from 24th March 2020 till further orders.*
11. *The concerned District Judge/Chairman of the Tribunal/Presiding officer shall regulate their staff, which is not covered by the preceding Para, on rotation basis."*

(Emphasis is Added)

7. In reply, the counsel for the Respondent No. 1 stated that the provision of Subsection (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 was quite clear and that the Petitioner having deposited the rent for the month of April 2020 in the month of June 2020 had defaulted on his obligation to pay rent to the Respondent No. 1 under Clause (ii) of Subsection (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979. He relied on a decision of this court reported as **Muhammad Riaz Shaikh vs. Iftikharuddin**¹ to advance a proposition that it was the initial obligation on the part of the landlord to allege default on the part of the tenant identifying the default and once that burden had been discharged, the entire burden to show that the tenant had not defaulted on its obligation to pay rent to the Respondent No. 1 would shift on to the Petitioner and which the Petitioner had failed to discharge. He also relied on a decision of this court reported as **Mst. Khadija Dawood vs. 1st Additional District Judge, (Karachi) East**² in which it was held that it was duty of the Petitioner to find the landlord so as to pay the rent and in the event that the Petitioner failed to do so it must be held that the Petitioner had defaulted on its obligation to pay rent to the Respondent No. 1. He finally relied on the decision reported as **Mumtaz Sultana vs Ishrat Jehan**³ in which it was held that where a specific date had been stipulated in the tenancy

¹ 2014 CLC 1695

² 2009 YLR 1165

³ 1989 CLC 639

agreement for payment of rent, any rent paid after that date must be construed as default.

8. I have heard the Counsel for the Petitioner and the Counsel for the Respondent and have perused the record. As it is apparent, the issue that the Respondent No. 1 required the use of the Said Tenement for her personal use in good faith having been denied by the District & Sessions Judge Karachi (South) in FRA No. 198 of 2022 and no Petition having been preferred by the Respondent No. 1 under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973 as against that order, I am of the opinion that the only issue that remains to be decided in this Petition is in respect of issue of default on the part of the Petitioner to pay rent to the Respondent No. 1 in terms of clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979.

9. The question as to on whom the burden of proving that the tenant had defaulted on paying the rent, entitling the landlord to evict the tenant under clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 has been decided by the Supreme Court of Pakistan in the decision reported as **Allah Din vs. Habib**⁴ wherein it was held that:⁵

“ ... *It is no doubt correct to say that the initial burden of proof lies upon the landlord to establish that the tenant has not paid or tendered rent due by him as required by section 12 (2) I) of the Sind Urban rent Restriction Ordinance, 1959, but it must be appreciated that non-payment of rent is a negative fact, therefore, if the landlord appears in Court and states on oath that he has not received the rent for a certain period, it would be sufficient to discharge the burden that lies under the law upon him and the onus will then shift to the tenant to prove affirmatively that he had paid or tendered the rent for the period in question.*”

It is therefore apparent that in the first instance, the Landlord has to adduce evidence to state that he has not received rent. Once the landlord has done

⁴ PLD 1982 SC 465

⁵ *Ibid* at pg. 468

so the burden then shifts onto the tenant to prove that the rent has been duly paid by him.

10. Under the provision of clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 it is a statutory obligation of every tenant to pay rent to the landlord failing which the tenant is liable to being evicted from the tenement. Clause (ii) of Sub-Section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979 reads as under:

“ ... (ii) the tenant has failed to pay rent in respect of the premises in his possession within fifteen days after the expiry of the period fixed by mutual agreement between the tenant and landlord for payment of the rent, or in the absence of such agreement, within the sixty days after the rent has become due for payment

provided that where the application made by the landlord is on the sole ground mentioned in this clause and the tenant on the first day of hearing admits his liability to pay the rent claimed from him, the Controller shall, if he is satisfied that the tenant has not made such default on any previous occasion and the default is not exceeding six months, direct the tenant to pay all the rent claimed from him on or before the date to be fixed for the purpose and upon such payment, he shall reject the application”

As such where a time period is specified in the agreement, it is the statutory obligation of the tenant to pay the rent to the landlord initially on a date mutually agreed as between the tenant and the landlord and if such a rent is not tendered within a period of 15 days from which date the rent was due, the omission on the part of the tenant will render the tenant being considered as having defaulted on his obligation to pay rent to the landlord and liable to being evicted from the tenement. In the event that there is no date which has been mutually agreed as between the landlord and the tenant for the payment of rent, then the tenant must submit the rent to the landlord within a period of 60 days from when the obligation to pay rent arises failing which the tenant will again be subject to being evicted from the tenement as having defaulted on his obligation to pay rent to the landlord.

11. In the event that a landlord refuses to accept the rent that is to be tendered by the tenant, the provisions of Section 10 of the Sindh Rented Premises comes to the rescue of the tenant and prescribes that:

“ ... 10. (1) *The rent shall, in the absence of any date fixed in this behalf by mutual agreement between the landlord and tenant, be paid not later than the tenth of the month next following the month for which it is due.*

(2) *The rent shall, as far as may be, be paid to the landlord, who shall acknowledge receipt thereof in writing.*

(3) *Where the landlord has refused or avoided to accept the rent, it may be sent to him by postal money order or, be deposited with the Controller within whose jurisdiction the premises is situate.*

(4) *The written acknowledgement, postal money order receipt or receipt of the Controller, as the case may be, shall be produced and accepted in proof of the payment of the rent:*

Provided that nothing contained in this section shall apply in the cases pending before the Controllers on the commencement of this Ordinance.

12. The provisions of Sub-Section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 have been interpreted by the Supreme Court of Pakistan in the decision reported as **Mst. Yasmeen Khan vs. Abdul Qadir**⁶ that:⁷

“ ... Although, in view of Section 10 of Sindh Rented Premises Ordinance, 1979, a tenant is supposed to tender rent to the landlord/landlady and in case he/she has avoided or refused then rent is to be sent through money order or deposited in the office of the rent controller .”

(Emphasis is added)

While the proposition is well settled that there must a be refusal or evasion on the part of the landlord to receive the rent prior to the tenant sending a postal money order, there is some dispute as to whether after such refusal or evasion, as to whether the tenant must first send a postal money order which also must be refused prior to depositing the rent with the rent controller or in the alternative as to whether the tenant can bypass the sending of a postal money order altogether and directly deposit the rent before the rent controller. As is apparent the interpretation of the word “or” in subsection (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 is critical and it has to be seen as to whether the

⁶ 2006 SCMR 1501

⁷ *Ibid* at pg. 1503-1504

expression should either be read conjunctively or disjunctively. In **Shaikh Israr vs. Muhammad Arif Khan**⁸ Anwar Zaheer Jamali, J. (as his Lordship then was) held that:⁹

“ ... 15. A plain reading of above-quoted provision of law would show that use of word "or", which is normally used in disjunctive sense, in sub-rule (3) of section 10 of the Ordinance at two places is significant. In the first place use of word "or" in-between the words "refused" and "avoided", which carry different meanings, denotes a situation where a tenant can make a valid and legal tender of rent to the landlord despite, as such, there is no refusal of landlord from accepting rent from his tenant but the tenant could show that the landlord by his conduct avoided to accept rent. In the second place use of word "or" in between the two modes of payment of rent prescribed under sub-rule (3) viz. to pay rent by postal money order and deposit with the Controller, visualizes a situation which puts both the modes at par and thus, gives an option to the tenant to follow any of the two modes for tender/payment of rent to the landlord. However, such a construction and interpretation of section 10(3) of the Ordinance giving both options to the tenant may lead to a situation where the tenant may exercise such options for causing harassment and inconvenience to the landlord which may defeat the spirit of subsection (2) of section 10 of the Ordinance. Thus, to give a, more pragmatic and rational interpretation to the above provision of law and to check and restrict such discretion of the tenant to a reasonable extent, the real test for examining the validity or otherwise of tender/payment of rent would be dependent on examination of overall conduct of the landlord and tenant in each case and the satisfaction of the Controller that whether tender of rent by money order or deposit of rent in the office of Controller, as the case may be, was justified and bona fide or the same was mala fide aimed at causing harassment anti inconvenience to the landlord. In the former case, same will be considered as valid tender/payment in the later case as invalid.”

A different interpretation has been cast on this section in the decision reported as **Azeemuddin vs. Mst. Attiq Begum**¹⁰ where Ali Sain Dino Metlo, J. held that:¹¹

“ ... 10. It also not necessary that before depositing rent with the Controller it should be sent by postal money order. The modes are independent. Neither of the two modes is dependent upon the other. One may opt for any mode with first trying the other.”

⁸ 2001 YLR 442

⁹ *Ibid* at pg. 446-447

¹⁰ 2008 CLC 1499

¹¹ *Ibid* at pg. 1503

13. The law to the extent of whether the options given to the tenant in Sub-Section (3) of Section 10 of the Sindh Rented Premises Ordinance 1979 to the extent of whether the expression “or” as used therein is conjunctive or disjunctive is unsettled and which issue not being material to the subject *lis* will remain to be decided in an appropriate proceeding.

14. As is apparent from the decisions of the Courts that there is an absolute rule on the part of the tenant to first offer the rent to the landlord under sub-section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 it is only in the event that if the rent is refused by the landlord or where the landlord has avoided to receive the rent than the second mode that are prescribed under Sub-Section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 can be adopted. As has been stated above the initial obligation is on the part of the landlord to adduce that there has been default on the part of the tenant to pay rent in terms of Clause (ii) of sub-section (2) of Section 15 of the Sindh Rented Premises Ordinance, 1979.

15. I note that in Rent Case No. 527 of 2020 the Respondent No. 1 has stated that:

“ ... 2. *That the Opponent is the tenant in respect of demise premises vide Tenancy Agreement dated 31st December 2005 subsequently renewed in the year 2006, 2015 and 2019 initially against the Monthly rent of Rs.5000/- per month with security deposit of Rs.50,000/- and lastly Rs.20,000/- per month.*

Photocopy of Tenancy Agreements dated 31.12.2005, 06.06.2006, Feb 2015 are filed herewith and marked as Annexure A, B, C respectively.

3. *That since inception of tenancy the Opponent always paid the month rent with delay and committed defaults proving himself to be a habitual defaulter.*

4. *That the Opponent has not paid the monthly rent for the period from March 2020 total amount of which amount comes to Rs.1,00,000/-.”*

16. The same contention was recorded in the affidavit-in-evidence submitted by the Respondent No. 1 in Rent Case No. 527 of 2020 before the VI Rent Controller Karachi (South) and which reads as under:

- “ ... 4. That I say that, the Opponent is the tenant in respect of demise premises vide Tenancy Agreement dated 31st December 2005 subsequently renewed in the year 2006, 2015 and 2019 initially against the Monthly rent of Rs.5000/- per month with security deposit of Rs.50,000/- and lastly Rs.20,000/- per month.
5. That I say that, since inception of tenancy the Opponent always paid the month rent with delay and committed defaults proving himself to be a habitual defaulter.
6. That, I say that the Opponent has not paid the monthly rent for the period from March 2020 total amount of which amount comes to Rs.100,000/.”

During the cross-examination of the Respondent No. 1 following statements were made by her:

- “ ... It is correct to suggest that I had issued the rent receipt of amount Rs.11000/- to opponent for the month of January 2020. It is correct to suggest that I used to issue rent receipts to opponent of the months for which he used to pay rent. It is correct to suggest that I have not produced any documentary evidence with regard to my contention that monthly rent was agreed to be fixed at the rate of Rs.20,000/- per month from March, 2020. **It is correct to suggest that I have received monthly rent at the rate of Rs.11,000/- of the month of March, 2020 from opponent through money order. It is not in my knowledge that thereafter opponent sent another money order for paying the rent at the rate of Rs.11,000/- for the month of April, 2020.** It is correct to suggest that I have not pointed the months of default in payment of rent by opponent in my affidavit in evidence and ejectment application. It is incorrect to suggest that opponent has not committed any default in payment of rent and that I have filed this false case against him.”

(Emphasis is added)

From the evidence adduced by the Respondent No. 1 it has been clearly alleged that the Petitioner has defaulted on his obligation to pay rent to the Respondent No. 1. It has also specifically been stated that the Respondent No. 1 never received the money order that has been purportedly sent by the Petitioner for the month of April 2020. Once such a statement has been made by the Respondent No. 1 in her Affidavit in Evidence, I am of the opinion that the burden had shifted on to the Petitioner to show that the Respondent No. 1 had refused to receive the Rent entitling him to adopt a

secondary mode for the payment of rent under Sub-Section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 and thereby proving that there had been no default on his part in respect of his obligation to pay rent to the Respondent No. 1.

17. The Petitioner in his Affidavit-in-Evidence has stated as under:

" ... 2. That the contents of para No.2 of the ejectment application as to the tenancy are not denied, however the contents with regard to rate of rent are denied, it is submitted that current rate of rent is Rs.11000/- per month and it is specifically denied that the rate of rent Rs.20,000/- per month the applicant is to put strict proof thereof.

3. That the contents of para No.3, 4,5 & 6 of the ejectment application are false and fabricated hence vehemently denied, I specifically denied that defaulter is payment of monthly rent amount, it is submitted that the applicant demanded rent from me at an exorbitant rate and has refused to receive rent on current rate of rent and as such, I sent rent for the month of march 2020 to the applicant through money order bearing No.101088046 dated 03.03.2020 which was received by the applicant.

4. That I am submits that after receiving the rent of March 2020, as submitted supra, refused to receive the rent of the month of April 2020, through money order bearing No.10174522 dated 02.04.2020 hence I depositing rent upto date in MRC No.414/2020."

During the cross-examination the Petitioner has averred as under:

" ... It is incorrect to suggest that I have not produced any documentary evidence in respect of para No.2 of my written statement and affidavit in evidence that month rent of the rented premises is Rs.11000/-."

It is incorrect to suggest that in this rent agreement, the month rent was agreed at Rs.20,000/-. Voluntarily says: the agreed rent was Rs.11000/- per month and after one year the same was enhanced by 10% which I have been paying also. It is incorrect to suggest that I had started to deposit rent in the Court through my MRC No.414/2020 after the institution of instant rent case. It is correct to suggest that as per receipt produced by me at Ex.O/11, I had paid the rent of three months together w.e.f. April, 2020 to June, 2020. Voluntarily says: since the Court work was suspend during said period against prevention from Corona virus, therefore, I was unable to pay the rent of each month separately. The month rent @ of Rs.11000/- per month pertains to the year 2020."

18. I have considered the contentions of the counsel for the Petitioner and the counsel for the Respondent No. 1. It is come on record that the

Petitioner had offered the rent to the Respondent No.1 for the month of March 2020 which when refused was sent to the Respondent No. 1 through a money order which was accepted by her. Thereafter in the month of April 2020 it has come on record that the Petitioner instead of offering the rent afresh to the Respondent No. 1 had directly attempted to send the rent through a money order which the Respondent No. 1 has categorically denied in her cross-examination of having notice of. There is no evidence adduced by the Petitioner of first having offered the rent to the Respondent No. 1 for the month of April 2020 before tendering the rent through money order. I am therefore of the opinion that the Petitioner could not have adopted the secondary mode of either sending the money order or for that matter maintained an application under sub-section (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 to deposit the rent with the Rent Controller. The Petitioner's arguments regarding the Petitioner's inability to deposit rent during the period after 22 March 2022 on account of the various notifications involving Covid 19 and as to his conduct during this period would have been material if he had first offered the rent directly to the Respondent No. 1, but as he chose to directly opt for a secondary mode i.e. offer the rent through a money order without first obtaining the refusal of the Respondent No. 1 this issue is immaterial. It has been correctly held by the District & Sessions Judge Karachi (South) in FRA No. 198 of 2022 that the secondary method of depositing the rent under Subsection (3) of Section 10 of the Sindh Rented Premises Ordinance, 1979 can only be availed by a tenant when refusal is made on the part of the landlord to receive the rent. The fact that the Respondent No. 1 had not refused to receive the rent for the month of April 2020 having been unrebutted in evidence, I am of the opinion that the District & Sessions Judge Karachi (South) in its Judgement dated 28 October 2022 in FRA No. 198 of 2020 and the VI Rent Controller Karachi (South) in its order dated 26 April 2022 in Rent Case No. 527 of 2020 has correctly held that the Petitioner had breached his obligation under Clause (ii) of sub-section (2) of Section 15 of the Sindh Rented

Premises Ordinance, 1979 and had defaulted in his obligation to pay the rent to the Respondent No. 1 rendering the Petitioner liable to be evicted from the Said Tenement.

19. In the facts and circumstances, I find that there has been no illegality or irregularity in the Judgement dated 28 October 2022 passed by the District & Sessions Judge Karachi (South) in FRA No. 198 of 2020 or in order dated 26 April 2022 passed by the VI Rent Controller Karachi (South) in Rent Case No. 527 of 2020, the Petition is therefore not misconceived and is dismissed along with all listed applications with no order as to costs.

Karachi;
Dated: 1 August 2023.

JUDGE

Nasir PS.