

# IN THE HIGH COURT OF SINDH AT KARACHI

## **Criminal Revision Application No. 184 of 2023**

Applicant Mst. Iraj Jawaid : through M/s. Muhammad Ayoub Chaniho, Sikandar Ali Shah, Murtaza Awan and Abid Ali, Advocates.

The State : through Mr. Zafar Ali Khan, Addl. Prosecutor General, Sindh along with SIP Bashir Ahmed of P.S Frere, Karachi.

Respondents No.2 to 6 : through M/s. Asim Iqbal and Farmanullah, Advocates, assisted by Ms. Syeda Mariyam, Advocate.

Date of Hearing : 13.05.2024.

Date of Judgment : 29.05.2024.

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### JUDGMENT

**MUHAMMAD SALEEM JESSAR. J-** By means of instant Criminal Revision Application filed under Sections 435 and 439 Cr. P.C., applicant Mst. Iraj Jawaid has assailed the order dated 19.08.2023 passed by learned Additional Sessions Judge-IX, Karachi (South), whereby Illegal Dispossession Application D.C No.517 of 2023 filed by the applicant, was dismissed and her complaint was not brought on record. The impugned order has been challenged on the ground that applicant being statutory tenant could not be dispossessed or ousted and since there is a Rent Agreement between the parties, therefore, there was no option for the Court below but to bring the complaint on record.

2. Briefly, the facts, relevant for the purpose of deciding instant Cr. Revision Application, are; that applicant / Complainant Mst. Iraj Jawaid wife of Jawaid Ali, filed a complaint under Sections 3, 4, 7 and 8 of the Illegal Dispossession Act, 2005, against the respondents stating therein that she was tenant in respect of a Tuck Shop, situated at PSO Petrol Pump, Clifton, Karachi. On 29.12.2022, at about 5.00 p.m. the respondents / proposed accused forcibly occupied said shop along with fittings, fixtures and other items lying

therein and illegally dispossessed her from said shop. She further stated that on demand of possession of subject property, the respondents / proposed accused extended threats of dire consequences to her, hence she filed the complaint.

3. After receiving the complaint, the court below appointed concerned SHO as Inquiry Officer, who submitted his report stating therein that there was a dispute between complainant and the respondents on eviction of the applicant from the subject shop. He further stated that the agreement between the parties had expired in the year 2014. SHO further stated in the report that the complainant had filed Civil Suit No.368 of 2017, which had been decided in favour of respondents, subsequently her husband had also filed Suit No.1437/2022, which too was decided in favour of the respondents. He further stated that the subject property belongs to PSO and no agreement between complainant and respondents is in field. SHO further submitted; in the suit filed by the husband of complainant, a consent order dated 19.01.2023 was passed whereby Nazir of the Court was appointed with direction to visit the site. In compliance of said order, Nazir submitted his report stating therein that both parties had put their locks on the entrance gate of subject shop which shows that PSO did not dispossess the applicant from the premises by illegal means. He further submitted in his report that an agreement was entered into between Javed Ali, the husband of complainant, and PSO whereby said Javed Ali had agreed to handover possession of subject premises to PSO within a period of 15 days. Consequently, the Additional Sessions Judge-IX, Karachi (South), dismissed the complaint in terms of aforesaid order which has been impugned by way of instant criminal revision application.

4. I have heard arguments advanced by learned counsel for parties and have perused the material made available before me on the record.

5. Learned counsel for the applicant submitted that the applicant is a statutory tenant in respect of subject shop, therefore, she could not have been dispossessed or ousted without adopting due process of law. According to him, there is a Rent Agreement between the parties, therefore, there was no option for the Court below but to bring the complaint on record. In support of his contention, learned counsel drew attention of the Court towards

Agreement (*available at page-53 of the Court file*) as well as MRC bearing No.409 of 2022 (*available at pages-93 to 103 of the Court file*). He next submitted that before depositing rent amount through MRC, the applicant had sent money orders to the respondents but they refused to receive the same. He further submitted that applicant had also filed Civil Suit No.368 of 2017 (*re-Mrs. Iraj Javaid Versus Pakistan State Oil Company Limited through its Business Manager*); whereas, her husband Javaid had also filed Civil Suit No.1437 of 2022 (*re-Jawed Ali Versus Khawaja Amir and others*) before the Court of Senior Civil Judge-IV, Karachi (South) wherein he was granted stay; however, during existence of said restraining order, they were dispossessed, which is an offence within meaning of sections 3 & 4 of Illegal Dispossession Act, 2005. He also drew attention of the Court towards report of the Nazir, submitted by him upon an application under Order 18 Rule 18 CPC (*available at page-107 of the Court file*). He next submitted that on 17.11.2022 some unknown persons had got notice signed from the applicant asking her to vacate the premises within 15 days; besides, they also caused injuries to her husband, therefore, an application under Section 22-A & 22-B Cr. P.C. was filed (*available at page-75 of the Court file*), which too was allowed. Before said order could be acted upon, respondents had also got registered FIR No.166 of 2022 at P.S Frere, Karachi for offences under Section 147 & 506 PPC. Said case has been challaned which is now pending for trial before the Court having jurisdiction. He, therefore, submitted that the respondents had committed an offence within meaning of Sections 3 & 4 of the Illegal Dispossession Act, 2005, therefore, Additional Sessions Judge, has erred while dismissing her complaint. In support of his contentions, learned counsel placed reliance upon the cases of *Shaikh MUHAMMAD NAEEM Versus Mst. FARIDA GUL*, reported in 2016 SCMR 1931 and *Syed NASEEM AHMED Versus Mst. REHANA TAJ and others*, reported in *PLD 2019 Sindh 94*. He, lastly prayed that by allowing instant criminal revision application, case may be remanded to the trial Court for deciding the same on merits after recording evidence of the parties.

6. Conversely, learned counsel for the respondents opposed revision application and submitted that the applicant is not a tenant as provided under the Sindh Rented Premises Ordinance (SRPO), 1979, (SRPO 1979) as the Agreement claiming by her to be a Rent Agreement is not a Rent Agreement, in fact, it is a Franchise Agreement which does not come within the ambit of tenancy. In support, he drew attention of the Court towards clauses 2 and 3 of

said Agreement under the captions "Commencement" and "Rights and entitlement of the Franchise", available at page-55 of the Court file. As far as, payment of rent through MRC is concerned, learned counsel for the respondents submitted that since the applicant was not a tenant nor such agreement was executed between the parties, therefore, acceptance of the rent amount through MRC was unwarranted. He further submitted that applicant had also filed Civil Suit No.368 of 2017 which was returned to her in terms of Order VII Rule 10 CPC vide order dated 08.09.2017, (*available as Annexure-R/2 and R/3 of his Objections*). He next submitted that husband of the applicant namely, Jawaid Ali, who is also her attorney, who filed Civil Suit No. 1437 of 2022 for Permanent Injunction and Mandatory Injunction, in which the respondents had submitted their written statement by raising preliminary objections. He submitted that considering the objections submitted by the respondents, plaint in the said suit was also rejected vide order dated 25.02.2023. He has annexed copies of the plaint, written statement as well as the orders dated 23.02.2023 and 25.02.2023 as Annexures R/4 to R/8 with his Objections. He also drew attention of the Court towards para-4 of order dated 25.02.2023 which, according to him, is very much essential for just decision of this case. As far as, case-law relied upon by counsel for the applicant is concerned, learned counsel for the respondents submitted that the same has no bearing upon the present case as the facts and circumstances of present case are different from that of cited cases, as neither the applicant is a statutory tenant nor she was title holder, therefore, was not competent to sue the respondents. He further submitted that right from 2010 to 2017 the applicant and her husband had occupied the premises without making payment of any amount in terms of the Franchise Agreement. He further submitted that the applicant has failed to establish her relationship with the respondents as tenant and landlord; besides, she had also remained in illegal occupation of the premises for about ten (10) years without paying any amount in terms of the Franchise Agreement, therefore, her status cannot be termed to be that of a tenant as provided by the provisions of SRPO, 1979. He lastly prayed that instant criminal revision application, being devoid of merits, may be dismissed.

7. Learned Additional P.G, Sindh, appearing for official respondent, placed on record the report submitted by the SHO, P.S Frere, Karachi, which was taken on record. While referring to its concluding para, learned

Additional P.G. submitted that the premises in dispute belongs to KMC and the applicant, being its **licensee** through respondents, does not come within the ambit of the provisions of SRPO, 1979; hence, she cannot claim herself to be a statutory tenant, therefore, Court below has rightly rejected her complaint. He therefore, supported the impugned order and opposed instant revision application.

8. The moot point to be determine in instant case is; as to whether the applicant Mst. Iraj Jawaid is a statutory tenant in respect of a Tuck Shop situated at PSO Petrol Pump, Clifton, Karachi as defined under The Sindh Rented Premises Ordinance, 1979 or not? The plea of the applicant is that she is a statutory tenant and has been paying monthly rent in respect of subject shop, therefore, she could not be dispossessed or ousted without adopting due legal process as stipulated under SRPO, 1979. According to her, there was a Rent Agreement between the parties, therefore, the Court below ought to have brought the complaint filed by her on record and the matter should have been decided on merits after recording evidence of the parties. In support of this plea, learned counsel for the applicant relied upon the Agreement available at page-53 of the Court file, so also MRC No.409 of 2022, available at pages-93 to 103 of the Court file.

9. On the other hand, plea of the respondents is that the applicant is not a tenant as provided under SRPO, 1979, for the reason that the Agreement claiming by her to be a Rent Agreement is not a "Rent Agreement" but the same is a "Franchise Agreement" which does not come within the ambit of tenancy and does not confer any statutory right upon the applicant.

10. It seems that the applicant along with memo of instant revision application at page-53 has filed copy of the Agreement which she claims to be a "Rent Agreement". However, from bare perusal of said Agreement it is evident that it is a "Franchise Agreement" and not a "Rent Agreement". From opening words of said Franchise Agreement, it appears that said Agreement was not entered into between the parties but, in fact, the Franchise was **granted** by Pakistan State Oil Company Limited in favour of the applicant Mst. Iraj Jawaid.

11. Before proceeding further, it would be advantageous to reproduce hereunder the relevant clauses of the said Franchise Agreement:

“THIS FRANCHISE IS HEERE BY GRANTED BY Pakistan State Oil Company Limited, a FRANCHISOR listed in all Stock Exchanges of Pakistan, having its Head Office at PSO House, Khayaban-e-Iqbal, Clifton, Karachi, hereinafter referred to and termed as “the FRANCHISOR” IN THE NAME AND IN FAVOUR OF Mst. Iraj Jawaid, dealer / operator of MG MOTOR (3) service station, resident of House No.\_\_\_\_\_ Holder of NIC No.42501 83403426 hereinafter referred to and termed as “the FRANCHISEE”

.....  
**2. COMMENCEMENT:**

This Franchise is **granted** to commence with effect from March 1, 2007 and unless sooner terminated as provided herein will be valid for a period of **three years**. The renewal or extension of this Franchise solely and exclusively rests with the discretion of **FRANCHISOR** and the Franchise will have no vested right or entitlement therein, neither implied nor express.

**3. RIGHTS AND ENTITLEMENT OF FRANCHISE:**

3.1 This grant / FRANCHISE does not confer on the FRANCHISE any right, title, interest of claim, whatever the nature may be, in or upon the Shop Stop, its identifications or premises other than the temporary right to manage, run and operate the system and / or its identification, and that too in the manner and to the extent prescribed and approved by the FRANCHISOR herein or elsewhere in writing.”

12. From perusal of the record, it transpires that the applicant / complainant being a Franchisee / Licensee was handed over possession of the subject shop by the PSO, and such license / agreement was to continue for a period of three years. After expiry of such license period neither any extension was made nor the parties entered into any other agreement. As per Clause (2) of the Agreement, quoted above, the Agreement commenced with effect from March 1, 2007. It is further provided in said clause that the Agreement will be valid for a period of **three years**, unless the same is terminated prior to the expiry of said three years’ period. It was further provided that renewal or extension of said Franchise solely and exclusively rested with the discretion of **FRANCHISOR** / PSO and the Franchisee / Applicant will have no vested right or entitlement therein, neither implied nor express. Besides, Clause (3) of the Agreement provides that said Grant / FRANCHISE shall not confer any right, title, interest of claim on the FRANCHISEE / Applicant in or upon the subject Shop and the applicant shall have only a temporary right to manage, run and operate the subject premises and that too in the manner and to the extent prescribed and approved by the FRANCHISOR / PSO.

13. From above, it is crystal clear that no rent agreement was entered into between the parties in respect of subject Tuck Shop, but, in fact, the PSO had granted Franchise in favour of the applicant in respect of the Tuck Shop, meaning thereby that the status of the applicant was not that of a “*Statutory*

*Tenant*” as provided in the Sindh Rented Premises Ordinance, 1979 but she was merely a *“Licensee”*.

14. Besides, the term “franchise” has been defined in Section 12(2) of The Federal Excise Act, 2005 as under:

*“(12a) “franchise” means an authority given by a franchiser under which the franchisee is contractually or otherwise granted any right to produce, manufacture, sell or trade in or do any other business activity in respect of goods or to provide service or to undertake any process identified with franchiser against a fee or consideration including royalty or technical fee, whether or not a trade mark, service mark, trade name, logo, brand name or any such representation or symbol, as the case may be, is involved.”*

15. In view of above, it can safely be held that a “Franchisee” has got the status of a *“Licensee”* and not that of a *“tenant”*. This fact is also strengthened from the contents of the *Franchise Agreement*, as quoted above. Needless to emphasize that it is a settled law that a *“Licensee”* cannot be equated with a *“Tenant”*. In this connection, reference may be made to the case of *Muhammad Hashim vs. Zulfiqar Ali Khan, General Manager, West Pakistan, Road Transport Board and others*, reported in PLD 1963 [WP] Lahore 418, wherein it was held as under:

*“6. In determining whether an agreement creates between the parties the relationship of landlord and tenant or merely that of licensor and licensee, the decisive consideration is the intention of the parties, according to Halsbury's Laws of England, Third Edition, Volume 23, paragraph 1022. The parties to an agreement cannot, however, turn a lease into a licence merely by stating that the document is to be deemed a licence or by describing it as such. The relationship of the parties is determined by law on a consideration of all relevant provisions of the agreement; nor will the employment of words appropriate to a lease prevent the agreement from conferring a licence only, if from the whole document it appears that it was intended merely to confer a licence. A licence is normally created where a person is granted the right to use premises without becoming entitled to ex elusive possession thereof or the circumstances and conduct of the parties show that all that was intended was that the grantee should be granted a personal privilege with no interest in the land. If the agreement is for the use of property in a certain way and on certain terms, while the property remains in the possession and control of the owner, the agreement will operate as a licence even though the agreement may employ words appropriate to a lease. The instance of agreements which have been held in English Courts to create licences include the letting of bookstalls on a railway platform, letting of space for a stall in an exhibition, permission to use a shed for particular purposes, an exclusive right to put pleasure boats on a canal, power to dig for fire-clay, liberty to fasten a coal-halk to a*

mooring in a river, liberty to lay and stack coal on land, liberty to search and dig for coal and permission to erect or affix advertisements, etc., etc. 'The relationship of landlord and tenant arises as a rule when one party confers on another the right to the exclusive possession of land, mines or buildings for a time, which is either subject to a definite limit originally, as in the case of a lease for a term of years or which, though originally indefinite, can be made subject to a definite limit by either party, as in the case of a tenancy from year to year. As a rule, there is incident to it the right to receive from the tenant payment for the use of the property in the shape of rent. The fact that the agreement grants a right of exclusive possession is not in itself conclusive evidence of the existence of a tenancy ; but it is a consideration of the first importance.'

It was further held in the said case:

*"16. ...A "tenant" means under section 2(i) any person by whom or on whose account rent is payable for a building or rented land, and "rented land" means under section 2 (f) any land let separately for the purpose of being used principally for business or trade. "Landlord" means under section 2(c) any person, for the time being entitled to receive rent in respect of any building or rented land whether on his own account or on behalf or for the benefit of any other person. These are no doubt words of wide import, but rent is payable by a tenant in relation to transfer of an interest in and a right to enjoy a particular land, which is not the case here. What has been conferred here is a permission to do something on the land, i.e., to do catering business on the land, which is a licence. The difference is no doubt subtle but it is not difficult to see it. The words 'landlord' and 'tenant' have to be interpreted in the like manner. I cannot, therefore, hold that the petitioner is a 'tenant' within the meaning of section 2 (i) of the Ordinance, and has its protection."*

16. In the case of *Royal Foreign Currency vs. The Civil Aviation Authority and another*, reported as 1998 CLC 374 [Karachi], while relying upon the case of *Ashfaq Hussain and others Vs. Karachi Municipal Corporation and others* (PLD 1957 [W.P.] Karachi 918), it was held as under:

*"8. ....It was further held that a license is a mere voluntary suspension of the licensor's right to treat certain acts as wrongful and that no person can put up any cabin on the street except with the permission of the Municipal Corporation and the keeping of such cabin is lawful so long as permission continues. In the present case, it is an admitted position that the premises of Quaid-e-Azam International Airport belongs to Civil Aviation Authority and no person or authority can put up any cabin or establish a shop in the said premises without the permission of the Civil Aviation Authority. The difference between a lease and a license was also considered by the Hon'ble Supreme Court of Pakistan in the case of *Abdullah Bhai and others v. Ahmad Din* [PLD 1964 SC 106]. In this case, it was held by the Hon'ble Supreme Court that the line of demarcation between a lease and a license is some time very thin. It was held that the right transferred through the lease amounts to right in rem while the right transferred through the license as provided under section 52 of the Easements Act is only a right in personam whereby the licensor agrees not to interfere with the doing of particular acts on a property which*



*is in possession of a licensee. I am of the view that the principle laid down in the cases of Abdullah Bhai and Ashfaq Hussain is fully attracted in the circumstances of the present case."*

17. In the case of *Messrs Sign Source vs. Messrs Road Trip Advertisers and another (2005 CLC 1982 [Karachi])*, it was held as under :

*"9. The essential features of license are three folds, which are as under:---*

*(1) A license is not connected with the ownership of any land but creates only a personal right or obligation hence it cannot be assigned.*

*(2) It is purely permissive right arising only by permission, express or implied, and not by adverse exercise or in any other way, hence it is generally revocable at the will of the grantor.*

*(3) It only legalizes a certain act, which would otherwise be unlawful and does not confer any interest in the property itself in or upon or over which such act is allowed to be done.*

*10. Thus, a license is a personal right granted to a person to do something upon immoveable property of the grantor, and does not amount to the creation of an interest in the property itself. It is purely a permissible right and is personal to the grantee. It creates no duties and obligations upon the person making the grant and is, therefore, revocable in certain circumstances expressly provided for in the Act itself. The license has no other effect than to confer a privilege, upon the licensee to go upon the land and to do a certain act, which would, in the absence of such license, be unlawful."*

18. In the case of *MOHIUDDIN KHAN Vs. Messrs STATE LIFE INSURANCE CORPORATION OF PAKISTAN and another*, reported in **2017 YLR Note 199 [Sindh]**), after discussing a plethora of judgments on this point, it was held as under:

*"54. From the License Agreement dated 25.8.1985 [Exh.P-'4/3'], the relationship between the parties is very clear. The License Agreement dated 25.8.1985, expressly specifies/shows the intention of parties viz-a-viz. creation of relationship as of licensor and licensee between the Defendant No.1 and the Plaintiff and not relationship of a landlord and tenant as claimed. The License Agreement dated 25.8.1985, no doubt, is a License Agreement and not a tenancy/lease agreement. It is also an established position that Plaintiff was allowed only to use the 'subject plot' for car parking. Under [Exh.P-'4/3'] no right was conferred upon the Plaintiff to assign sublet or part with the possession of the 'subject plot' to anyone else. In view of this position, no any exclusive interest/right was created in favour of the Plaintiff over the 'subject plot' save and except in terms of License Agreement dated 25.8.1985 [Exh.P-'4/3']. The Plaintiff neither through his pleadings nor his evidence has established that the License Agreement dated 25.8.1985 [Exh.P-'4/3'], in any manner, was meant for to create' a 'relationship' of 'landlord' or 'tenant' between the parties. The relationship between the parties [i.e. Defendant No.1 and the Plaintiff], as established from the record, is of a 'licensor' and 'licensee' and not of 'landlord' and 'tenant' as claimed by the Plaintiff."*

19. Even a Full Bench of Honourable Supreme Court in the case of **COMBIND INVESTMENT (PVT.) LTD. Vs. WALI BHAI and others, (PLD 2016 Supreme Court 730)**, made similar observations to the following effect:

*“In contrast to such tenancies, where an accommodation is let out to a guest of a hotel, the same does not create in his favour any kind of interest in the accommodation under his use as he is not given exclusive possession of the accommodation for his enjoyment. He is merely a licensee. Proprietor of the Hotel or his agent enjoys the right to refuse or deny accommodation to a hotel guest if he does not pay the daily occupancy rate or violates any of the rules of the hotel. This being so, a guest of a hotel can be simply locked out of his room and expelled as he is merely a licensee enjoying no protection under the tenancy law. It is the degree of permanency of the occupancy rights that determines the status of a person whether as a tenant or a licensee. It would be nonsensical to imagine that the hotel management has to first follow the eviction process provided in rent law that governs landlord and tenant relationship.”*

(emphasis is supplied for sake of convenience)

20. In view of above legal position, it can safely be held that the applicant was merely a “Franchisee” / “Licensee” and not a “statutory tenant”, therefore, she was not competent to initiate proceedings under the Illegal Dispossession Act, 2005.

21. It is also worthwhile to point out at this juncture that according to the applicant / complainant on 17-11-2022 respondents No.1 to 5 had forcibly obtained signature of her husband over an agreement to vacate the shop on which a civil suit bearing No.1437/2022 was filed and subsequently on 29.12.2022, the respondents forcibly took over possession of the subject premises. However, the applicant has herself admitted that the plaint in the above suit was rejected by the Court of learned Senior Civil Judge-IV, Karachi South vide order dated 25.02.2023. It also seems to be strange that although the complainant claimed her possession over the subject premises but the civil suit was filed by her husband Javed Ali and not by the applicant wherein he claimed his possession over the subject shop and on this basis he obtained interim order dated 02.12.2022, however the same was recalled and the plaint was rejected under Order VII Rule 11 CPC. Besides, applicant had also filed Civil Suit No.368 of 2017 which was returned to her in terms of Order VII Rule 10 CPC vide order dated 08.09.2017.

22. So far as the case-law relied upon by learned counsel for the applicant is concerned, the same is not attracted to the factual and legal aspects of

instant case. In fact, the cited judgments are in respect of dispossession of a **tenant** without adopting due process of law which, in view of above detailed discussion, is not the case here, because the applicant was not a statutory tenant but she was simply a Franchisee / Licensee. Learned counsel for the applicant has also relied upon certain case-law wherein it was held that the offenders who could be prosecuted under the Illegal Dispossession Act, 2005 (the Act) could not be restricted to only those who possessed the credentials and antecedents of '*land-grabber*' or '*Qabza Group*' but the provisions of the Act apply to anyone who is found to be guilty of such offence. There is no cavil to such proposition; however, in instant case, such point is not involved because the applicant herself has miserably failed to establish that she is a *legal occupier / tenant*.

23. Needless to emphasize that the word "*occupier*" appearing in section 3 (1) of the Illegal Dispossession Act, 2005 means "*legal occupier*" and not "*illegal occupier*", otherwise it would be very easy for land grabbers / encroachers to first illegally encroach upon/enter into certain immovable property(ies) and in case they are ousted / evicted or dispossessed by the lawful owners of the property then filing a complaint against such dispossession under section 3 of the Illegal Dispossession Act, 2005 claiming that they are the *occupier* of said property and that they have been illegally dispossessed, therefore, after such a complaint the proposed accused (the original lawful owners) would be prosecuted for the offences under the aforesaid Act. Such implementation and interpretation would be against the spirit of the Act.

24. Since bare reading of subsection (1) to Section 3 of the Illegal Dispossession Act, 2005, reveals protection has been provided to the "**owner**" and "**occupier**", against illegal and forcible dispossession. Clause (c) of Section 2 of the Act, 2005 defines "**occupier**" to be "*person who is in lawful possession of a property*". Hence, the claim of the applicant / complainant in instant case is that she being **lawful occupier / tenant**, could not be illegally and forcibly dispossessed by the respondents, is not much of consequence. However, in view of above detailed discussion, it has already been concluded that she was not a statutory tenant, thus was not a lawful occupier as defined under Section 2 of the Act. Therefore such argument on her behalf carries no weight.

25. The upshot of above discussion is that the impugned order was passed in accordance with the law and does not require any interference by this Court in exercise of its revisional jurisdiction. Consequently, instant Criminal Revision Application is hereby dismissed, with the result the impugned order dated 19.08.2023 passed by learned Additional Sessions Judge-IX, Karachi (South), in CrI. Complaint No.517 of 2023 is hereby maintained.

**JUDGE**

Karachi

Dated. 29<sup>th</sup> May, 2024

Zulfiqar/P.A