

## IN THE HIGH COURT OF SINDH AT KARACHI

C.P-S. No.122 of 2024

[M/s. Pakistan Telecommunication Company Limited v. Saad Abid]

C.P-S. No.123 of 2024

[M/s. Pakistan Telecommunication Company Limited v. Haad Abid]

C.P-S. No.124 of 2024

[M/s. Pakistan Telecommunication Company Limited v. Fahad Abid]

Petitioner: Mr. Noor Nabi, advocate for the petitioner in all petitions.

Respondents: Mr. Haad A.M. Pagganwala, advocate for the respondents

Date of hearing: 16.09.2024

### J U D G M E N T

MUHAMMAD IQBAL KALHORO, J:- All these petitions are disposed of by this same judgment as in all the petitions, petitioner is same, whereas, respondents, who are landlords, are different but brothers *inter se*. The rent cases were filed by the respondents for eviction of the petitioner from the demised premises viz. 3<sup>rd</sup> Floor of the building known as “Rizvi Chamber”, built on Plot of land bearing Survey No.337, Survey Sheet No.9/M(iii/b/219), situated at Artillery Maidan Quarters, Karachi [in C.P. No.S-122/2024], 5<sup>th</sup> Floor of the building known as “Rizvi Chamber”, built on Plot of land bearing Survey No.337, Survey Sheet No.9/M(iii/b/219), situated at Artillery Maidan Quarters, Karachi [in C.P. No.S-123/2024] and 4<sup>th</sup> Floor of the building known as “Rizvi Chamber”, built on Plot of land bearing Survey No.337, Survey Sheet No.9/M(iii/b/219), situated at Artillery Maidan Quarters, Karachi [in C.P. No.S-124/2024], on the grounds of personal bonafide need and default.

2. The petitioner contested the same stating that it was not the tenant but had purchased the properties (demised premises) from the previous owner Rizvi Brothers against whom it had filed a suit for

specific performance of contract regarding sale of the same properties, which is pending before this Court and stay is operating. It is further stated that Rizvi Brothers have also filed a suit against the respondents for declaration and permanent injunction regarding the same properties, which is also pending before this Court. The essence of the case of the petitioner is that it is occupying the properties (demised premises) in the capacity of purchaser and not as the tenant. The Rent Controller, however, allowed, the ejectment applications vide judgments dated 02.10.2023 against which the petitioner filed separate First Rent Appeals which have been decided vide impugned judgments dated 21.12.2023 rejecting the same.

3. Learned counsel for the petitioner in his arguments has referred to the suits pending before this Court to urge that petitioner is not the tenant and has never remained in the properties as tenant but as the purchaser. In the suits, the disputed points regarding ownership of the properties are pending and even the previous owner has taken the respondents to the Court by challenging the lease documents.

4. On the other hand, learned counsel for respondents has supported the impugned judgment.

5. I have considered submissions of the learned counsel for the parties and perused the material available on record. The entire defense of the petitioner has been thoroughly discussed by the learned Appellate Court in Para. 16 and 17 of the impugned judgments. Even the suits between the parties have been referred by the Appellate Court; particularly, para. 5 of the plaint in the suit filed by the petitioner, has been quoted, which reveals that before execution of the sale agreement, the plaintiff/petitioner was tenant of defendant No.1/previous owner. The entire claim of the petitioners to defeat the rent proceeding is based on some sale agreement between it and the previous owner. It is an admitted position that sale agreement does not

confer any title, and more so that sale agreement is pending adjudication between the parties before this Court and its import has not been finally decided.

6. On the other hand, in favour of attorney of the respondent, there is a registered sale deed purportedly executed by the attorney of the previous owner. That document is although under challenge but has not yet been cancelled nor such declaration has been given by the Court. Under the circumstances, the petitioner's own admission that before sale agreement it was tenant in the demised premises cannot be ignored. Therefore, the benefit of sale agreement still pending adjudication cannot be extended to the petitioners in the rent proceedings.

7. In presence of concurrent findings covering every aspect of the case put up in evidence by the petitioner, there is no room for taking a different view and decide the petitions in favour of the petitioner in Constitutional jurisdiction having a limited scope. Learned counsel for the petitioners has not been able to show any material relevant to any aspect of the case, which may be sufficient to defeat the common view concurrently arrived at by both the Courts below on the basis of evidence led by the parties.

8. This being the position. I do not find any merit in these petitions and dismiss the same. However, the petitioner is given one month's time to vacate the demised premises after which the Executing Court shall be competent to proceed against it in accordance with law.

The petitions are disposed of.

JUDGE