IN THE HIGH COURT OF SINDH AT KARACHI

Suit 244 of 2023	:	Basham Baloch & Others vs. Province of Sindh & Others
For the Plaintiff/s	:	Ms. Rizwana Ismail, Advocate
For the Defendants/s	:	Mr. Zeeshan Adhi, Advocate (Additional Advocate General Sindh) Mr. Ayan Mustafa Memon, Advocate Dr. Ghulam Hyder Officer In charge - Live Stock, Experiment Station, Korangi, Karachi
Date/s of hearing	:	14.02.2024; 21.02.2024; 27.02.2024.
Date of announcement	:	27.02.2024

JUDGMENT

Agha Faisal, **J**. The plaintiffs, the first one whereof was deceased prior to institution of this suit[1], have filed this fourth successive suit, in respect of the same *lis*, essentially seeking declaration of entitlement in respect of Government land; notwithstanding the manifest absence of any recognition of a preexisting right in respect thereof. The Province of Sindh and the National Institute of Cardiovascular Disease, being defendants herein, have filed applications, being CMA 6423 of 2023 and CMA 6746 of 2023 respectively, seeking rejection of the plaint per Order VII rule 11 (a) & (d) CPC and these applications shall be determined vide this judgment.

Factual context

2. Briefly stated, plaintiff number 1 has predeceased the institution hereof, however, the said plaintiff and five others have filed this suit seeking a declaration that they are permanent tenants of the suit property, being 96 acres of land in *Na class* 376 Deh Phihai District Korangi Karachi, and entitled to issuance of a 99 year lease in respect thereof.

3. Paragraph 1 of the plaint states that the suit property is *owned* by the plaintiffs. Paragraph 2 of the plaint states that the suit property was *allotted* to the plaintiffs *and their family* and by efflux of time they have become permanent tenants of Government land. The same paragraph also states that

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[1] This information was placed before the Court by the learned Additional Advocate General during the first hearing dated 14.02.2024 and *admitted* by the learned counsel for the plaintiffs.

the plaintiffs have applied for a 99 year lease in respect of the suit property, however, the same has not been granted.

4. Notwithstanding the claims of ownership, allotment and entitlement to leasehold rights of Government land, the plaint explicates that the plaintiffs have *patta* rights therein per Sindh Tenancy Act 1950 ("Tenancy Act"), renewable annually, however, no renewal has been granted since 1994-5[2]. Irrespective hereof, paragraph 8 of the plaint asserts that the plaintiffs have attained the status of permanent tenants of the suit property.

5. Paragraphs 7 and 12 demonstrate that the plaintiffs have earlier filed Suit 560 of 1998 and Suit 506 of 2002 in respect of the same issue. Paragraph 26 demonstrates that Suit 2536 of 2014 was also filed along the same lines. Perusal of the plaint filed in Suit 2536 of 2014[3] demonstrates that plaintiffs, including those in the present suit, had sought the same relief in respect of land, including that subject matter herein.

Respective arguments

6. Applicants' learned counsel[4] articulated that no cause of action was disclosed by plain reading of the plaint and the same was discernably barred by law; based on the very statements therein. The plea was rested upon the arguments that subsequent suit/s on the same *lis* could not be entertained in view of sections 10, 11 and Order II rule 2 CPC; the plaintiffs are unable to qualify for relief per sections 42 and 56(k) of the Specific Relief Act 1877 and even otherwise the entitlement claimed was contradictory; a mere licensee, at best, could not seek proprietary rights; and any claim per the Tenancy Act had to be escalated for adjudication in terms thereof, hence, the present suit is demonstrably hit by the bar of section 9 CPC. It was concluded that the plaint ought to be rejected forthwith.

7. The plaintiffs' learned counsel averred that the present suit was competent and suffered from no infirmity meriting invocation of Order VII rule 11 CPC. At the very onset it was clarified that the plaintiffs were not claiming any relief per the Specific Relief Act 1877 and the entire claim was predicated upon enforcement of rights conferred vide the Tenancy Act. It was submitted that the plaintiffs enjoyed *possessory rights* in respect of the suit property,

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[2] Paragraph 8 of the plaint.
[3] Available at page 45 of the Court file.
[4] Mr. Zeeshan Adhi Advocate, being the Additional Advocate General Sindh, and Mr. Ayan Memon Advocate.

permanent in nature and not akin to a license, hence, could not be dislodged. The application of *res judicata* was stated to be unmerited as notwithstanding the consistency of certain parties and commonality of claim in respect of the same land, each suit was actuated under discernable circumstances and successive claims. It was expressed that the present applications were devoid of merit, hence, may be dismissed.

Scope of determination

8. It is settled law that the question of whether a suit was likely to succeed or not was irrespective of whether or not the plaint ought to have been rejected[5]. It is often seen that while a plaint could not have been rejected, however, a suit was dismissed eventually for a variety of reasons. The evolution of law with respect to rejection of plaints was chronologically catalogued in the *Florida Builders case*[6] wherein the Supreme Court demarcated the anvil upon which the decisions in such matters ought to be rested. The guidelines distilled by the Court in such regard are reproduced below:

> "Firstly, there can be little doubt that primacy, (but not necessarily exclusivity) is to be given to the contents of the plaint. However, this does not mean that the court is obligated to accept each and every averment contained therein as being true. Indeed, the language of Order VII, Rule 11 contains no such provision that the plaint must be deemed to contain the whole truth and nothing but the truth. On the contrary, it leaves the power of the court, which is inherent in every court of justice and equity to decide or not a suit is barred by any law for the time being in force completely intact. The only requirement is that the court must examine the statements in the plaint prior to taking a decision.
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> Secondly, it is also equally clear, by necessary inference that the contents of the written statement are not to be examined and put in juxtaposition with the plaint in order to determine whether the averments of the plaint are correct or incorrect. In other words the court is not to decide whether the plaint is right or the written statement is right. That is an exercise which can only be carried out if a suit is to proceed in the normal course and after the recording of evidence. In

[5] *Al Meezan Investment Management Company Limited & Others vs. WAPDA First Sukuk Company Limited & Others* reported as *PLD 2017 Supreme Court 1*.
[6] Per *Saqib Nisar J* in *Haji Abdul Karim & Others vs. Florida Builders (Private) Limited* reported as *PLD 2012 Supreme Court 247*.

> Order VII, Rule 11 cases the question is not the credibility of the plaintiff versus the defendant. It is something completely different, namely, does the plaint appear to be barred by law.
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> Thirdly, and it is important to stress this point, in carrying out an analysis of the averments contained in the plaint the court is not denuded of its normal judicial power. It is not obligated to accept as correct any manifestly self-contradictory or wholly absurd statements. The court has been given wide powers under the relevant provisions of the Qanun-e-Shahadat. It has a judicial discretion and it is also entitled to make the presumptions set out, for example in Article 129 which enable it to presume the existence of certain facts. It follows from the above, therefore, that if an averment contained in the plaint is to be rejected, perhaps on the basis of the documents appended to the plaint, or the admitted documents, or the position which is beyond any doubt, this exercise has to be carried out not on the basis of the denials contained in the written statement which are not relevant, but in exercise of the judicial power of appraisal of the plaint."

9. The Supreme Court concluded that the rejection of the plaint was merited *inter alia* when the suit appeared to be barred by law and the import of the word *appear* was deciphered to mean that if *prima facie* the court considered that it *appears* from the statements in the plaint that the suit was barred, then it should be terminated forthwith. The plaint, coupled with the submissions of the learned counsel, shall be subjected to the anvil illumined by the Supreme Court in order to determine these applications.

Conflicting assertions as to entitlement

10. At the risk of repetition, it is encapsulated that the plaint asserts conflicting rights of entitlement with respect to the suit property. Ownership, allotment, lease and eventually tenancy are alleged. On the one hand the plaintiffs claim to be permanent inalienable tenants of Government land and contrarily it is asserted that the plaintiffs are entitled to a 99 year lease. The primary prayer clause pleads entitlement to a 99 year lease.

11. The suit property is undeniably Government land and dominion and control thereupon is stated to be exercised through the Department of Land Utilization or Board of Revenue. The plaintiffs' claim is demonstrably uncorroborated by any titular instrument therefrom. Per learned Additional

Advocate General, the land is under the possession of the Government and five research institutes function thereupon, as discernible from the record filed. It is submitted that there is no question of the land being *possessed* by the plaintiffs and per Mr. Ayan Memon Advocate, such a claim is even alien to the memorandum of plaint. It was also highlighted that the plaintiffs' claim for partnership and public private partnership is unsustainable in view of section 5 of the Partnership Act and the Sindh Public Private Partnership Act 2010 respectively.

12. Mr. Ayan Memon Advocate articulated that permanent tenancy was recognized in the Tenancy Act under the deeming provision, section 4, or if conferred, section 7. The proviso to section 4 was read to insist the inapplicability thereof upon Government land and it was submitted that no case for applicability of section 7 was ever made by the plaintiffs. Notwithstanding the foregoing, it was articulated that the plaintiffs resort to the original civil jurisdiction of this Court, while disavowing any nexus with the Specific Relief Act 1877, was misconceived.

Implication of the Specific Relief Act

13. Section 9[7] CPC defines the remit of this Court and the preamble[8] of the Specific Relief Act 1877 seeks to define the array of relief available in civil suits. Section 42[9] of the Specific Relief Act 1877 stipulates that a declaration may only be sought in respect of a *preexisting* right[10]. This Court maintained in *Farrukh Afzal Munif*[11] that the object of section 42 is to express in definite terms the kinds of cases in which a declaration of right may be granted. No declaration could be contemplated unless it fell within the four corners of the provision. In *Nasir Ali*[12] the Supreme Court held that a suit for declaration is not permissible save for in the circumstances mentioned in section 42. Similar views were also expounded in *Rao Abdul Rehman*[13].

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[7] 9. The Courts shall (subject to the provisions herein contained) have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is either expressly or impliedly barred.

[8] Whereas it is expedient to define and amend the law relating to certain kinds of specific relief obtainable in civil suits;

[9] 42. Discretion of Court as to declaration of status or right. Any person entitled to any legal character, or to any right as to any property, may institute a suit against any person denying, or interested to deny, his title to such character or right …

[10] Per *Aminuddin Khan J* in *Muhammad Jameel vs. Abdul Ghafoor* reported as *2022 SCMR 348*.

[11] Per *Muhammad Ali Mazhar J* in *Farrukh Afzal Munif vs. Muhammad Afzal Munif & Others* reported as *2019 CLC 431*.

[12] Per *Muhammad Ali Mazhar J* in *Nasir Ali vs. Muhammad Asghar* – Judgment dated 02.02.2022 in Civil Petition 3958 of 2019.

[13] Per *Muhammad Ali Mazhar J* in *Rao Abdul Rahman vs. Muhammad Afzal* reported as *2023 SCMR 815*.

14. *Shafi Siddiqui J* has observed in *Mobeen Raza*[14] that relief under section 42 of the Specific Relief Act 1877 could not be sought without demonstration of any legal entitlement, within meaning thereof. In the present circumstances no preexisting right, within remit of section 42, is pleaded, however, a declaration, of entitlement to a 99 year lease, is sought to be conferred.

15. Section 56(k)[15] also requires a demonstrable personal interest in the matter for injunctive relief to be granted. Prayer clauses B till E, being the only remaining specific constituents of the prayer clause seek injunctive relief, however, the bar of the aforementioned section could not be dispelled by the plaintiffs' counsel.

16. Notwithstanding the foregoing, it was unequivocally stated by the plaintiffs' counsel that no relief is sought per the Specific Relief Act and the entire claim is predicated on the Tenancy Act. Irrespective as how such an assertion reconciles with the aforesaid discussion or with the primary prayer seeking a 99 year lease, a benefit not conferred per the Tenancy Act, the said claim requires scrutiny.

Import of the Tenancy Act

17. The claim of the plaintiffs, as articulated, is per sections 4, 6, 7, 9 and 10 of the Tenancy Act. This claim is belied by the applicants' counsel *inter alia* on the premise that the enactment specifically precludes the conferment of such rights in respect of Government property.

18. Irrespective of the merits of the claim, or lack thereof, it is demonstrated before the Court that the Tenancy Act contains an inherent dispute resolution mechanism to adjudicate any claim between landlords and tenants. Section 26 contemplates the appointment of tribunals; section 27 determines the constitution thereof, section 28 governs the procedure and powers; and sections 29 & 30 provide for the statutory remedy of appeal and revision respectively.

19. *Admittedly*, the present proceedings are in the nature of a "Suit for Declaration & Permanent Injunction[16]" and most definitely not the invocation of statutory remedy available per the Tenancy Act. Furthermore, no provision in

[14] 2016 CLC Note 10.
[15] 56. Injunction when refused. An injunction cannot be granted…
(k) where the applicant has no personal interest in the matter.
[16] As pleaded.

the Tenancy Act contemplates seeking relief through a suit for declaration and permanent injunction.

20. Plaintiffs' counsel referred to the *Ghulam Ali case*[17], wherein *inter alia* sections 27, 29 and 30 of the Tenancy Act have been declared as *ultra vires* of the Constitution; directions have been given to the legislature to bring appropriate legislation; and in the interregnum proceedings per sections 27, 29 and 30 of the Tenancy Act are directed to be entertained by the civil court.

21. The learned Additional Advocate General placed on record the order of the Supreme Court in *Province of Sindh vs. Ghulam Ali Leghari*[18] wherein it has been recorded *inter alia* that *Ghulam Ali* has been rendered *suo motu*; devoid of notice to the Advocate General per Order XXVIIA CPC; beyond the scope prayed; and the judgment in *Ghulam Ali* has been suspended. However, the suspension of the judgment could not be demonstrated, in the present instance, to vitiate its ratio.[19]

22. Notwithstanding the reservations of the applicants' learned counsel regarding *Ghulam Ali*, it is observed that the edict does not alter or extinguish the nature of remedy mandated to be sought per the Tenancy Act and merely designates another forum to exercise the role and function provided by statute. In summation, appeal and revision remain the statutory remedy, irrespective of the forum whereby they are to be obtained, albeit temporarily.

23. The proceedings contemplated vide the Tenancy Act have not been filed by the plaintiffs; at least not to the knowledge of this Court. This "Suit for Declaration & permanent Injunction" cannot be termed as a remedy envisaged per the Tenancy Act and certainly the same has not even been averred by the plaintiffs' counsel. On the contrary the verbiage pleaded by the plaintiffs is consistent with that of their earlier suits on the same issue, including Suit 2536 of 2014, which was preferred much prior in time to *Ghulam Ali*.

Resort to civil jurisdiction

24. The question to be considered next is whether resort of original civil jurisdiction was merited; while manifestly abjuring the statutorily mandated dispute resolution mechanism.

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[17] *Ghulam Ali vs. Sindh* reported as *PLD 2020 Sindh 284*.
[18] Order dated 20.01.2022.
[19] https://www.barandbench.com/columns/legal-notes-by-arvind-datar-effect-of-an-interim-stay.

25. Section 9[20] CPC demarcates the remit of this Court's jurisdiction and precludes cognizance of matters barred either expressly or by implication. The Tenancy Act contains a detailed dispute resolution mechanism and provision governing the same is section 28 thereof. It is considered imperative to observe that section 28 has not been struck down in *Ghulam Ali*.

26. In the presence of a specific statutory provision delineating the mode and mechanism required to be invoked, to address the grievance articulated by plaintiffs' counsel, no case could be set forth for resort to original civil jurisdiction of this Court.

Res judicata

27. *Admittedly*, this is the fourth successive suit essentially in respect of the same land, parties etc. Perusal of the plaint filed in Suit 2536 of 2014[21] demonstrates that plaintiffs, including those in the present suit, had sought the same relief in respect of land, including that subject matter herein.

28. *Shafi Siddiqui J* interpreted statutory *res judicata* in *Atta Elahi*[22] and observed that the law does not talk of identical issues / relief. It would suffice for the subsequent relief to be directly or substantially linked to the earlier one. It was further observed that any formal or informal addition of a party, having no substantial effect on the proceedings / relief claimed, would have no material effect on the application of the law.

29. Sections 10[23] and 11[24] CPC disapprove of multiple litigation and Order II rule 2[25] requires *inter alia* consolidation of successive claims within the same

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[20] 9. The Courts shall (subject to the provisions herein contained) have jurisdiction to try all suits of a civil nature excepting suits of which their cognizance is either expressly or impliedly barred.

[21] Available at page 45 of the Court file.

[22] *Atta Elahi vs. Allah Bachaya* reported as *2024 CLC 18*.

[23] 10. No Court shall proceed with the trial of any suit in which the matter in issue is also directly and substantially in issue in a previously instituted suit between the same parties, or between parties under whom they or any of them claim litigating under the same title…

[24] 11. No Court shall try suit or issue in which the matter directly and substantially in issue has been directly and substantially in issue in a former suit between the same parties, or between parties under whom they or any of them claim, litigating under the same title, in a Court competent to try such subsequent suit…

[25] 2. (1) Every suit shall include the whole of the claim which the plaintiff is entitled to make in respect of the cause of action; but a plaintiff may relinquish any portion of his claim in order to bring the suit within the jurisdiction of any Court.
(2) Where a plaintiff omits to sue in respect of, or intentionally relinquishes, any portion of his claim, he shall not afterwards sue in respect of the portion so omitted or relinquished claim.
(3) A person entitled to more than one relief in respect of the same cause of action may sue for all or any of such relief; but if no omits, except with the leave of the Court, to sue for all such relief, he shall not afterwards sue for any relief so omitted.

proceedings. While the plaintiffs' counsel articulated no cavil to the consistency of parties, land etc. across the successive suits, it was averred that each suit was actuated on a *successive claim* in respect of the same property.

30. Since the relief claimed in respect of the same property is the same *inter se* then it would be conceivable that each suit could have different outcome. Learned counsel remained unable to justify as to how this suit could be permitted to be perpetuated, *inter alia* per Order II rule 2 CPC, when the same relief in respect of the same land was sought in other suits pending before this Court.

Not a case of first impression

31. The *lis* agitated by the plaintiffs is definitely not a case of first impression and agitation of similar grievances in the original civil jurisdiction has been subject to extensive adjudication previously; especially in the *Chatto Mirbahar case*[26].

32. A suit for declaration and injunction, much like the present suit, was filed to assert tenancy rights per the Tenancy Act. The trial court, appellate court and eventually the revisional court maintained that the plaintiff had no right to claim the relief sought. Entitlement to seek declaratory relief, in the manner consistent with the present facts, was under consideration and the Courts ruled that there was none.

33. The *Chatto Mirbahar case* is cited with appreciation herein and found to be squarely applicable in the present facts and circumstances. Therefore, in application of the ratio thereof it is observed that no cause of action could be demonstrated to merit the relief sought by the plaintiffs.

Suit in the name of a predeceased plaintiff

34. Applicants' counsel insisted on the very first date that the primary plaintiff had predeceased the institution of this suit. Learned counsel for the plaintiffs' had graciously admitted the aforesaid, yet proffered no explanation in such regard.

Explanation: For the purposes of this rule an obligation and a collateral security for its performance and successive claims arising under the same obligation shall be deemed respectively to constitute but one cause of action.

[26] Per *Muhammad Junaid Ghaffar J* in *Chatto Mirbahar & Others vs. Government of Sindh* (*Civil Revision 122 of 2010 High Court of Sindh at Sukkur*) – judgment dated 25.04.2022.

35. It is noted that this suit and the earlier one, being Suit 2536 of 2014, has the plaintiffs being represented primarily by attorney/s and the suits are being instituted / sworn by the said persons.

Reconciliation of success of suit vs. rejection of plaint

36. The question of success of a suit is mutually exclusive to whether or not the plaint ought to have been rejected[27]. In the *Chatto Mirbahar case* the trial court was pleased to reject the plaint under *pari materia* circumstances; the appellate court maintained the decision; as did the High Court, wherein *Muhammad Junaid Ghaffar J* observed as follows:

> "9. Admittedly, the Applicants were not holding any title on the suit property and it was only an anticipated claim in the form of an application for allotment which was pending and on the basis of which a declaratory suit was filed. According to Section 42 of the Specific Relief Act, only that person can maintain a suit for declaration who is entitled to any legal character or to any right as to any property. This means that the character or the right which the plaintiff claims and which is denied or threatened by the other side must exist at the time of the suit and should not be the character or right that is to come into existence at some future time. This was in effect a suit for a declaration, not with respect to an existing right, but with respect to some possible anticipated right which even otherwise was never granted in the entire period in question. Per settled law a Suit on such right cannot be entertained in terms of section 42 of the Specific Relief Act, 1877, as at the time of filing of the Suit, the Applicant was not holding any title to seek the relief as prayed for. In fact, what the Applicants wanted was to obtain an affirmative declaration that they may have a right to claim or own the property upon grant of their pending application and till such time the said right is granted, their lien on the suit property remains, whereas, the land cannot even be granted to anyone else. In other words, they had asked for a declaration not of an existing right; but of chance or possibility of acquiring a right in the future. The character or right within the contemplation of s.42 ibid, which the Applicant / Plaintiff asserts or claims, and which is allegedly being denied by the other side must exist at the time of filing of the Suit for such a declaration and should

[27] *Al Meezan Investment Management Company Limited & Others vs. WAPDA First Sukuk Company Limited & Others* reported as *PLD 2017 Supreme Court 1*.

> not be the character or right that is to come into existence at some later stage. It is also a settled law that no declaration of an abstract right can be granted; howsoever, practical it may be to do so. The Courts after coming to a definitive conclusion that the land in question was never owned by the Applicant, were fully justified to refuse exercise of any discretion in the matter, as it is not a matter of absolute right to obtain a declaratory decree; rather it is a discretionary relief and was rightly refused in the given facts of the case in hand. This power of granting a discretionary relief should be exercised with care, caution and circumspection. Such power ought not to be exercised where the relief claimed would be unlawful. The Courts have always been slow and reluctant in granting such relief(s) of declaration as to future or reversionary rights."

37. The issue of absence of manifest entitlement to seek relief, albeit in the context of representative suits, resulting in rejection of the plaint came before the Supreme Court in *Ali Shan*[28] and it was held that the Court was not only empowered but under an obligation to reject the plaint; irrespective of whether seized on an application seeking the same. The issue was also before the Supreme Court in *Florida Builders*[29], wherein it was maintained as follows:

> "… it is important to stress this point, in carrying out an analysis of the averments contained in the plaint the court is not denuded of its normal judicial power. It is not obligated to accept as correct any manifestly self-contradictory or wholly absurd statements… it is also entitled to make the presumptions set out… which enable it to presume the existence of certain facts… It follows from the above, therefore, that if an averment contained in the plaint is to be rejected … this exercise has to be carried out in exercise of the judicial power of appraisal of the plaint."

38. The issue must also be viewed from another tangent, i.e. whether any prayer for consequential relief could result in saving the plaint from rejection. The answer to this question has been provided in *Zain Khan*[30] wherein, post

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[28] Per *Chaudhry Ijaz Ahmed J* in *Raja Ali Shan vs. Essem Hotel* reported as *2007 SCMR 741*.
[29] Per *Saqib Nisar J* in *Haji Abdul Karim & Others vs. Florida Builders (Private) Limited* reported as *PLD 2012 Supreme Court 247*.
[30] Per *Adnan Iqbal Chaudhry J* in *Zain Khan & Others vs. Taj Roshan & Others* reported as *2018 CLC Note 116*.

sieving the law[31], it was maintained that where consequential relief was dependent upon the main claim, the entire suit would fall foul of the law if the primary / main claim was barred. The same was also maintained by this Court in *Amsons Textiles*[32].

39. The plaint does not set forth any manifest entitlement to seek relief per sections 42 and 56(k) of the Specific Relief Act 1877 and reliance for such observation is placed upon the *Chatto Mirbahar case*[33]. On the contrary, the non-compliance / non-conformity with the said law is admitted. Unwarranted recourse to original civil jurisdiction appears has been taken in *prima facie* derogation of the statutorily mandated adjudication mechanism provided per the Tenancy Act. *Admittedly*, the present suit pertains to the same property / parties as already pending here before. Therefore, it may suffice to conclude the requirements to be borne in mind for rejection of a plaint have been satisfied.

Conclusion

40. In view hereof, it is concluded that the learned counsel for the applicants have successfully befallen this case within the strictures of Order VII rule 11 CPC, therefore, CMA 6423 of 2023 and CMA 6746 of 2023 are hereby allowed and the plaint is rejected.

Judge

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[31] *Maulana Nur ul Haq vs. Ibrahim Khalil* reported as *20000 SCMR 1305*; *Muhammad Ramzan vs. Muhammad Qasim* reported as *2011 SCMR 249*; *Haji Abdul Karim & Others vs. Florida Builders (Private) Limited* reported as *PLD 2012 Supreme Court 247*.
[32] Per *Adnan Iqbal Chaudhry* in *Amsons Textiles vs. Pakistan* reported as *2022 PTD 212*.
[33] Per *Muhammad Junaid Ghaffar J* in *Chatto Mirbahar & Others vs. Government of Sindh* (*Civil Revision 122 of 2010 High Court of Sindh at Sukkur*) – judgment dated 25.04.2022.