

**ORDER SHEET  
IN THE HIGH COURT OF SINDH, KARACHI**

High Court Appeal No.469 of 2018  
(Muhammad Sadiq Baloch Versus Pritam Das & others)

High Court Appeal No.64 of 2019  
(Muhammad Sadiq Baloch Versus Mahaish Kumar Pinjani & others)

High Court Appeal No.66 of 2019  
(Muhammad Sadiq Baloch Versus Narendar Kumar & others)

High Court Appeal No.67 of 2019  
(Muhammad Sadiq Baloch Versus Ramesh Kumar & others)

Dated	Order with signature of Judge
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Present:  
Mr. Justice Muhammad Shafi Siddiqui  
Mr. Justice Omar Sial

High Court Appeal No.469 of 2018

1. For hearing of Main Case
2. For hearing of CMA No. 3679/2018 (Stay)

High Court Appeal No.64 of 2019

1. For hearing of Main Case
2. For hearing of CMA No. 864/2019 (Stay)

High Court Appeal No.66 of 2019

1. For hearing of Main Case
2. For hearing of CMA No. 868/2019 (Stay)

High Court Appeal No.67 of 2019

1. For hearing of Main Case
2. For hearing of CMA No. 870/2019 (Stay)

**Dated 17.04.2024**

M/s. Rizwan Ahmed Siddiqui and Rehan Ahmed Siddiqui  
Advocates for the Appellant in all appeals

Mr. Anand P. Kamran Advocate for the Respondents in all appeals  
Barrister Sandeep Malani, AAG

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1. Learned counsel for the Appellants has argued the matter at length.
2. By way of an injunction order passed in different suits filed by the Respondents for Specific Performance, an injunction was confirmed. Mr. Rizwan Ahmed Siddiqui, learned counsel for the Appellant submits that the

impugned order is unreasoned and it is almost impossible for them to raise construction over the subject plot and hence in terms of Section 21 read with Section 56 of the Specific Relief Act, 1877, such interim injunction cannot be granted. Learned counsel has relied upon three judgments viz. (i) *Marghub Siddiqui Versus Hamid Ahmed Khan & others* (1974 SCMR 519), (ii) *Puri Terminal Limited Versus Government of Pakistan and others* (2004 SCMR 1092) and (iii) *Haji Abdul Ghaffar Versus Haji Rauf* (1991 CLC 734).

3. As far as the case of Marghub Siddiqui is concern, it relates to service contract and hence for the issue in hand which relates to performance of a sale agreement of an apartment it is not relevant. The other judgment of Puri Terminal Limited is based on three ingredients viz. prima facie case, balance of convenience and irreparable loss. We have asked the learned counsel to assist us in this regard if such ingredients were not available in respondent's case for an exercise of discretion in their favour, he relied upon section 56 of the Contract Act. At this interim stage, it cannot be presumed that the three ingredients were missing as the action contemplated is an impossible task per counsel. Section 56 of the Contract Act, relates to an agreement to do impossible act; we fail to understand as to how an agreement of sale which was executed by the parties in respect of apartments to be built on a leased piece of land would become an impossible act. Lease is not disputed by Mr. Rizwan Siddiqui. It is claimed by the Appellant himself that he has applied for approval of plan but due to some irregularities it was declined. It is yet to be determined that such act of raising construction was an impossible act only then Section 56 of the Contract Act would come into play, if such a case in evidence is made out. As to the third relied case, we have gone through the impugned order which

demonstrates that there were agreement of sales wherein certain amounts were settled by the appellant which were deposited with the Nazir under the order of the Court which amounts were earlier deposited with the NAB. That deposit alone is not sufficient to discharge the appellant from the liabilities arising out of the contract. Terms of agreements are apparent as against findings in the third relied judgment.

4. This is only an interim injunction which would continue until disposal of the suit. The parties may record their evidence and may request the Court for its earlier disposal. We may however point out that observations made in this injunction order would not influence the trial Court to decide the suits on merit.

5. With this understanding all appeals stand disposed of along with pending applications.

*JUDGE*

*JUDGE*