

ORDER SHEET
THE HIGH COURT OF SINDH AT KARACHI

C.P No.S-298 of 2022.

a/w

C.P No. S-187 & 516 of 2022.

Date: Order with signature(s) of the Judge(s)

For Orders as to Maintainability.

15th December, 2022.

Mr. Muhammad Ramzan advocate for the Petitioner.
Syed Fazal-ur-Rehman advocate for Respondent No.3 & 4.
Mr. Zahid Farooq Mazari, AAG.

Pursuant to earlier order learned counsel for Respondent No.3 & 4 submits statement alongwith certain documents which are taken on record and copies whereof provided to learned counsel for the Petitioner.

Admittedly Petitioners were employees of Pakistan Steel Mills and they are in occupation of respective Quarter erected by Pakistan Still Mills. Petitioners preferred rent case before the Rent Controller with regard to determination of fair rent; according to Petitioners policy framed by Pakistan Steel Mills was arbitrary and not in accordance with law. Admittedly Petitioners were not tenant they were in occupation of Quarters as employee, however, Respondent introduced policy that employee can continue the same premises as per policy being tenant. Learned counsel for Respondent No.2 & 3 has emphasized over Para-10 of appellate court judgment, which is that:

"Nothing is available on record to show that the Pakistan Steel Mills has so far used any coercive measures to illegally evict the said or other occupants. Counsel for Pakistan Steel Mills has, however, apprised this forum that Pakistan Steel Mills has till now filed only few cases for possession against retired employees before the concerned Civil Court. However, it is admitted that Pakistan Steel Mills has asked the occupants/retired employees to pay rent at enhanced/normal rate, as after retirement they cannot retain the premises on payment of nominal rent. It is worth nothing that even appellants have admitted the allotment letter through which they got possession of the premises in-question. For the sake of clarity term '4' of the said allotment letter is reproduced below:-

“The allotment is purely temporary and at the sole discretion of Pakistan Steel and you will have no vacate the House/Flat within (30) days of issuance of Notice from the Management in case the accommodation is required by Managements. However, in case of Compulsorily Retired/Dismissal from service the accommodation shall be vacated within (24) hours and incase of termination within (60) days and incase of Contract Employee will have to vacate the allotted accommodation within (15) days of issuance of Notice from the Management”.

Besides, learned counsel for Respondent No.3 & 4 contend that Respondents are ready to accept them as fresh tenants and they will not be evicted from the respective Quarters subject to payment of rent as per fresh agreement.

Learned counsel for the Petitioners contends that already Petitioners are depositing rent in MRC.

Accordingly, these petitions are disposed of in term that:

1. Petitioners and Respondent No.2 & 3 shall enter into the fresh tenancy agreement on the quantum of rate of rent as decided as per policy of Pakistan Steel Mills, they shall sign the rent agreement with Respondent No.2 & 3 may be under protest preferably within six months and subsequently Petitioners would be at liberty to challenge the same before the appropriate forum.
2. Needless to mention that amount as deposited in MRC shall be considered as fresh rent and earlier occupation by the Petitioners over the Quarters of Pakistan Steel Mills would be considered as employee of Pakistan Steel Mills, accordingly, Pakistan Steel Mills shall not charge that amount from the outstanding of Petitioners or pending against the employer.
3. In case Petitioners failed to enter into the fresh agreement within six months, Petitioners will hand over their respective Quarters to the Pakistan Steel Mills.

Office is directed to place the copy of this order in connected matters.

JUDGE