

HIGH COURT OF SINDH, CIRCUIT COURT, MIRPURKHAS

Civil Revision Application No.S-55 of 2026

[Mir Ali Nawaz and 03 others v. Mst.Hameeda Begum and others]

Applicants by : Mr.Noor Ahmed Memon, Advocate

Respondents : Nemo.

Date of Hearing : 13.05.2026

Date of Decision : 13.05.2026

ORDER

ARBAB ALI HAKRO J:- The applicants have invoked the revisional jurisdiction of this Court under section 115, C.P.C, assailing the judgment and decree dated 06.04.2024 passed by the learned Senior Civil Judge-III, Mirpurkhas (“**trial Court**”) in F.C. Suit No.31 of 2017 (Old No.05 of 2009), whereby the suit was partly decreed in favour of the plaintiff/Respondent No.1 and the judgment dated 22.01.2026 and decree dated 27.01.2026, passed by the learned Additional District Judge-I, Mirpurkhas (“**appellate Court**”) in Civil Appeal No.83 of 2024, whereby the appeal preferred by the present applicants was dismissed and the decree of the trial Court was maintained.

2. The factual background, as emerges from the pleadings, is that late Mst.Hameeda Begum claimed ownership of agricultural land measuring 16-18 acres situated in Deh 145, Taluka Digri, District Mirpurkhas. She pleaded that, being an old, uneducated, pardah-observing lady residing away from the suit land, she had entrusted the management of the suit land to her real brother, defendant No. 1, who used to pay her Zamindari share and later the lease money. She asserted that in the year 2007, her son Mir Allah Bachayo @ Mir Mazhar discovered from the revenue office that the suit land, as well as land belonging to her minor son in Deh Bhambra, had been mutated in favour of

defendant No.1 and defendant No.6 on the basis of an alleged oral sale statement dated 19.02.1973 recorded before the Mukhtiarkar Digri. Upon obtaining a copy of the statement, she categorically denied execution, denied the signatures attributed to her, denied having appeared before the Mukhtiarkar and denied having received any consideration. She alleged that defendant No. 1, in collusion with her son, Mir Muhammad Hassan, and the revenue staff, fabricated the statement and procured fraudulent mutations, and that the subsequent transfers by way of gift and partition in favour of defendants Nos. 2 and 3 were equally void. She sought declaration, possession, cancellation of revenue entries, injunctions, mesne profits and damages.

3. Defendant No.1 contested the suit by asserting that the plaintiff had voluntarily sold the suit land to him on 19.02.1973 before the Mukhtiarkar Digri after receiving consideration and delivering possession, and that since the year 1973, he had been in possession as owner. He further pleaded that on the same date, the plaintiff had sold 206-26 acres of her minor son's land in Deh Bhambra to defendant No.6 and his wife, and that prior to the sale, there had been an exchange of land between the plaintiff and her sister, Mst.Zeenat, reflected in mutation entry No.29. He asserted that the plaintiff had suppressed the exchange entry and challenged only the sale entry No.30. Defendants No.2 and 3 adopted his written statement. The official defendants were proceeded ex parte.

4. The trial Court framed issues relating to limitation, mis-joinder, management of land, execution of the alleged sale statement, the alleged exchange, genuineness of signatures, status of the plaintiff as pardah-nashin, alleged fraud and collusion and entitlement to relief. The plaintiff examined three witnesses and produced Patwari Form XV entries Nos.29 and 30, Deh Form VII-A and VII-B entries and other revenue documents. The defendants

examined numerous witnesses, including revenue officials, and produced a large number of revenue entries, statements of gift, sale, and partition, mortgage entries, registered sale deeds, and ancillary documents. Defendants Nos. 1 and 6 also appeared as witnesses.

5. Upon appraisal of the evidence, the trial Court held that the suit was within time; that the plaintiff, being a pardah-nashin, uneducated lady, had denied execution of the impugned sale statement; that the burden lay heavily on the defendants to prove its genuineness; that they failed to examine the Mukhtiarkar, attesting witnesses or scribe; that the sole attesting witness was shown to be a minor at the relevant time; that comparison of admitted and disputed signatures revealed material differences; that the essential ingredients of a valid sale were not proved; that the impugned statement was forged and fabricated and that all subsequent transactions built upon it were void. The suit was decreed to the extent of declaration, possession, mandatory and permanent injunction, while mesne profits and damages were declined.

6. The appellate Court, upon reappraisal of the entire record, affirmed the findings of the trial Court. It held that the plea of limitation was not proved by the defendants; that in cases of fraud limitation runs from the date of knowledge; that the plaintiff came to know of the alleged fraud only in 2007; that the impugned sale statement was not proved; that the defendants failed to examine material witnesses; that the attesting witness was a minor; that the signatures were not genuine; that the Mukhtiarkar Digri had not been shown competent to record a statement regarding land in Taluka Samaro and that fraud and collusion stood established. It reiterated that mutation entries do not confer title and that once the root transaction is void, all subsequent transactions collapse. The appeal was dismissed.

7. In the present revision, the applicants have raised several grounds, including that the suit was time-barred; that the courts below misread evidence; that they wrongly relied on evidence recorded in another suit; that they failed to appreciate that two statements were recorded on 19.02.1973, one of exchange and one of sale; that they erred in holding that the attesting witness was a minor; that they misapplied the Transfer of Property Act; that they failed to appreciate that oral sale statements recorded by Mukhtiarkar were valid prior to 1994 and that they discarded the defendants' evidence without justification.

8. Learned counsel for the applicants has reiterated these grounds and argued that the concurrent findings are perverse and warrant interference.

9. Heard and perused the record with care.

10. The revisional jurisdiction of this Court under section 115, C.P.C, is supervisory and not appellate. Interference is permissible only where the subordinate court has exercised jurisdiction not vested in it, failed to exercise jurisdiction vested in it, or acted illegally or with material irregularity in the exercise of jurisdiction. It is a settled principle, repeatedly affirmed by the Supreme Court, that concurrent findings of fact cannot be disturbed in revision unless shown to be the result of misreading or non-reading of material evidence or are otherwise perverse.

11. Examining the record through this lens, no jurisdictional defect, illegality or material irregularity is made out. Both courts below have undertaken a meticulous appraisal of the evidence. The central issue was the genuineness of the alleged sale statement dated 19.02.1973. The plaintiff denied execution. The burden, therefore, lay squarely on the defendants. They failed to examine the Mukhtiarkar, the attesting witnesses or the scribe. The attesting witness was shown, on the basis of his own litigation regarding the correction of the

date of birth, to be a minor at the relevant time. Upon comparison, the signatures attributed to the plaintiff were found not to be genuine. The defendants' own evidence contained material contradictions regarding the presence of the parties, the payment of consideration, and the jurisdiction of the Mukhtiarkar. These findings are factual, reasoned and supported by the record.

12. The argument that the courts below relied on evidence recorded in another suit is misconceived. The findings of fraud and forgery are not based on such evidence but on the defendants' failure to prove execution, the attesting witness's age, the comparison of signatures, the non-examination of material witnesses, and the surrounding circumstances. No misreading or non-reading of any material evidence has been demonstrated.

13. The plea of limitation has also been correctly addressed. In cases involving fraud, limitation runs from the date of knowledge. In the case of pardah-nashin (uneducated ladies), the burden lies heavily on the beneficiary to prove knowledge and free consent. The defendants failed to discharge this burden. The finding that the plaintiff learned of the alleged fraud only in 2007 is a concurrent finding of fact and calls for no interference.

14. The reliance on the exchange entry No.29 does not assist the applicants. The exchange was not the subject matter of the suit and was not challenged by either executant. The validity of the exchange does not validate the separate sale entry No. 30, particularly when the plaintiff denied execution, and the defendants failed to prove it.

15. The argument that oral sale statements recorded by Mukhtiarkar were valid prior to 1994 does not advance the applicants' case. Even assuming such a practice existed, the defendants were still required to prove that the plaintiff genuinely made the statement, with free consent, upon payment of consideration

and before a competent officer. They failed to do so. The courts below also noted that the impugned statement purported to deal with land situated in two different Talukas and that the Mukhtiarkar Digri's competency to record a statement regarding land in Taluka Samaro was not established.

16. The contention that the courts below misapplied section 54 of the Transfer of Property Act is unfounded. The courts were not interpreting the statutory definition of sale but were assessing whether the defendants had proved any genuine transaction. Their reference to offer, acceptance, consideration and possession was in the context of evaluating evidence, not of statutory construction.

17. It is also well settled that mutation entries do not create or extinguish title and that fraud vitiates even the most solemn transactions. Once the foundational transaction is void, all subsequent transactions fall. Both courts below have correctly applied these settled principles.

18. No material has been shown that would justify interference with the concurrent findings. The revision seeks reappraisal of evidence, which is impermissible in revisional jurisdiction. No arguable point of law or jurisdiction arises even at the threshold.

19. For these reasons, the Civil Revision Application is **dismissed** in limine along with pending miscellaneous applications. The concurrent judgments and decrees of both the Courts below are maintained.

JUDGE

Faisal