

Order Sheet
IN THE HIGH COURT OF SINDH, KARACHI

C.P. No.S-996 of 2025

[Ajmal Khan v. Fahad Mujtaba Khan]

Fresh Case

1. Fr orders on CMA No.6497/2025
2. For orders on office objection No.1to5.
3. Fr orders on CMA No.6498/2025
4. Fr orders on CMA No.6499/2025
5. For hearing of Main Case.

25.09.2025.

Mr. Zamir Ahmed Kalhoro, advocate for the petitioner.

ARSHAD HUSSAIN KHAN J.

The petitioner, by means of this constitution petition has assailed the tentative rent order dated 23.08.2025 passed by the learned Rent Controller-IV, Karachi-Central in Rent Case No.92 of 2025 whereby respondent No.1's application under Section 16(1) of Sindh Rented Premises Ordinance, 1979 (the "SRPO, 1979") was allowed with directions to the petitioner to deposit arrears of rent.

2. The precise facts of the case are that the petitioner was a tenant of the predecessor-in-interest of respondent No.1, namely Syed Akbar Raza son of Syed Shahid Raza, in respect of the basement floor constructed on an undivided share of Plot No. C/25, Block-17, F.B. Area, Karachi (hereinafter referred to as the *subject premises*). The said premises were subsequently purchased by respondent No.1 through a registered sale deed, which is available on record. After the change of ownership, respondent No.1, on multiple occasions, informed the petitioner of such change and demanded payment of rent. However, the petitioner, on one pretext or another, failed to pay rent to respondent No.1. Consequently, a notice under Section 18 of the Sindh Rented Premises Ordinance, 1979 was served upon the petitioner through counsel, which was neither replied to nor complied with by way of payment. Thereafter, respondent No.1 instituted Rent Case No. 92 of 2025 on the ground of default in payment

of rent, along with an application under Section 16(1) of the Sindh Rented Premises Ordinance, 1979. By order dated 23.08.2025, the said application was allowed, and the petitioner was directed to deposit arrears of rent with effect from March 2025 to August 2025 at the rate of Rs.55,000/- per month, and further to pay the monthly rent for September 2025 onwards on or before the 10th of each calendar month with the Nazir of the Court, till final disposal of the rent case. This order has been assailed through the instant proceedings.

3. Learned counsel for the appellant has contended that the impugned order passed by the learned Rent Controller is contrary to law and facts. It is argued that the Rent Controller failed to properly appreciate the relevant material and applicable law, and has erroneously passed the impugned tentative rent order. Counsel further submits that the order is violative of the petitioner's fundamental rights guaranteed under Articles 4, 10-A, and 23 of the Constitution, inasmuch as the petitioner is being deprived of his property and tenancy rights without due process of law. It is further urged that the impugned order is founded upon conjectures, surmises, and presumptions, and therefore is liable to be set aside.

4. I have heard learned counsel for the petitioner and carefully perused the material available on record.

5. Before proceeding further, it would be appropriate to reproduce the relevant portion of the impugned order dated 23.08.2025, which reads as under:-

"03. Heard and perused the record, which reveals that the opponent has confirmed the ownership of the applicant and his being a tenant in the premises; however, the amount of monthly rent was controverted and claimed to be Rs. 55,000/- per month, further, it has been claimed that the opponent has paid the rent to the previous owner up to February 2025.

Therefore, in view of the above tentative scrutiny of the record, the instant application is allowed with directions to the opponent to deposit the arrears of rent with effect from March 2025 to August 2025 at the rate of Rs.55000/- per month and also to pay monthly rent for the month September 2025 onwards till final disposal of the rent case, on or before 10th of calendar month with Nazir of this court.

Besides the above, the remaining claim of arrears of rent and the quantum of monthly rent per month could only be determined after

the recording of evidence by the parties. The application stands disposed on in above terms.”

6. From the facts of the case, it is an admitted position that a landlord–tenant relationship exists between the parties. By the tentative rent order passed under Section 16(1) of the Sindh Rented Premises Ordinance, 1979, the learned Rent Controller directed the petitioner to deposit arrears of rent for the period from March 2025 to August 2025 at the rate of Rs.55,000/- per month, and further to pay the monthly rent for September 2025 onwards on or before the 10th day of each calendar month with the Nazir of the Court, until final disposal of the rent case.

7. Section 16 of the SRPO, 1979 states as under:

“16. Arrears of rent. (1) *Where a case for eviction of the tenant has been filed, the Controller shall, on application by the landlord and after such summary inquiry as he deems fit to make, determine the arrears of the rent due and order the tenant to deposit the same within such period as the Controller may fix in this behalf and further direct the tenant to deposit monthly rent regularly on or before the tenth of every month, until final disposal of the case.*

[Provided that the Controller may direct that the arrears of rent and approximate rent may be paid to the landlord through pay order or by any other mode agreed to by the parties or as directed by the Controller.]

(2) *Where the tenant has failed to deposit the arrears of rent or to pay monthly rent under subsection (1), his defence shall be struck off and the landlord shall be put into possession of the premises within such period as may be specified by the Controller in the order made in this behalf.*

(3) *Where the rent has been deposited under this section, it shall, subject to such order as the Controller may make in this behalf, be paid to the landlord at the conclusion of the case or on such earlier date as may be specified by the Controller.”*

Perusal of the aforesaid provision clearly reveals that only a summary inquiry is contemplated before the Rent Controller, and if he concludes that an interim arrangement is warranted, he may determine the arrears of rent and direct the tenant to deposit a substantial amount until final adjudication of the matter. Needless to say, such an arrangement is purely temporary in nature and has no bearing on the final outcome of the case. The purpose of this section is to safeguard the interest of the landlord pending determination of the dispute.

8. In the instant case also, after finding the dispute between the petitioner and respondent No.1 to be contentious, the learned Rent Controller passed an interim order under Section 16(1) of the Sindh Rented Premises Ordinance, 1979. It must also be kept in mind that while passing a tentative rent order, the principle of *audi alteram partem* has to be observed. A perusal of the record indicates that the impugned order was passed after fulfilling the above legal requirements.

9. It is further evident from the plain language of Section 16(1) that non-compliance of such tentative order entails striking off the defence of the tenant. Compliance with Section 16(1) is mandatory, and failure to do so attracts the consequence under Section 16(2). It is a settled proposition of law that once a tentative rent order is passed, both parties are under an obligation to comply with its terms, and in the case of default by the tenant, his defence is liable to be struck off. The object of Section 16(1) SRPO, 1979, in my view, is to secure payment of rent to the landlord before the final adjudication of issues between the parties, and such an order is always to be treated as tentative until final determination of the rent proceedings.

10. Apart from the above, in the case of *Ibrahim V. Shaheen* [PLD 2011 SC 331] the Hon'ble Supreme Court of Pakistan has observed as under:-

“There is no cavil to the proposition of law that unless strict compliance of order of the Rent Controller passed under section 16(1) of the Ordinance of 1979, is made by the tenant, he makes his defence liable to be struck off.

In another case of *Muhammad Umer Khan Vs. Haji Muhammad Sultan Siddiqui* [PLD 1995 Kar. 31] Justice Abdul Rahim Kazi (as he then was) observed as under: —

“I find no defect with the order of the Rent Controller passed on 18.4.1993. The non-compliance of the said order, calls for the invoking of penal clause as provided in section 16(2) of the Ordinance which has been rightly resorted to by the Rent Controller. The present appeal is accordingly dismissed with no order as to costs. The appellant shall hand over the vacant possession to the respondent within two months from the date of this order.”

11. Besides above, it is an admitted position that on the application given by the landlord a tentative rent order was passed after hearing the parties and the petitioner has not complied with the said order meaning thereby that he has rendered himself liable that his defence be struck off as per section 16(2) of the SRPO, as such, this petition is lacking merits.

12. In view of the foregoing discussion, and in light of the facts and law governing the matter, the impugned order is found to be well-reasoned, legally sustainable, and free from any infirmity warranting interference by this Court. Accordingly, the instant petition stands dismissed in *limine* alongwith pending applications.

JUDGE