

ORDER SHEET
IN THE HIGH COURT OF SINDH, KARACHI

Constitutional Petition No. D-5943 of 2026
(Muhammad Rizwan vs Province of Sindh and others)

Date	Order with signature of Judge
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Mr. Justice Adnan-ul-Karim Memon
Mr. Justice Muhammad Jaffer Raza

Date of hearing: 21.09.2026

Mr. Riazuddin Qureshi, Advocate for the petitioner
Mr. Abdul Jalil Zubedi, AAG
Mr. Yar Muhammad, Consultant Legal TMD
SIP Muhammad Latif PS Nazimabad

ORDER

Adnan-ul-Karim Memon, J. Through this petition, the petitioner has prayed for the following reliefs:

“(a) Declare that the act of the Respondents in sealing Shop No. 18, Ex-KTC Bus Terminal, Paposh Nagar, Nazimabad, Karachi without notice and without lawful authority is illegal, unlawful, malafide, without jurisdiction and of no legal effect.

(b) Declare that any action by the respondents to cancel, revoke or terminate the Petitioner’s lawful tenancy of Shop No.18, without notice, without opportunity of hearing and without lawful justification is illegal, void and of no legal effect.

(c) Direct the Respondents to forthwith De-Seal Shop No.18 and restore peaceful, uninterrupted possession thereof to the Petitioner.

(d) Restrain the Respondents, their officers, agents, subordinates and all persons acting on their behalf, from interfering with the Petitioner’s lawful possession of Shop No.18, or from cancelling, revoking or terminating his allotment/tenancy, except strictly in accordance with law, after due notice and a proper opportunity of hearing.

(e) Grant any other relief(s) which this Honorable Court may deem just, fit and proper in the circumstances of the case.

(f) Award costs of the petition throughout.

(g) Grant any other relief deemed just, proper and appropriate in the circumstances of the case.”

2. The case of the Petitioner is that he was allotted Shop No. 18 at the Ex-KTC Bus Terminal, Paposh Nagar, Nazimabad, Karachi, by the Transport & Mass Transit Department, Government of Sindh. A Tenancy Agreement dated 17.12.2025 was executed at a monthly rent of Rs.5,000/- for eleven months, and possession was subsequently handed over to him vide Possession Letter dated 03.06.2026 and he remained in peaceful possession, regularly paid rent and

complied with the terms of the agreement. However, the Respondents sealed the shop without prior notice, a show-cause notice, or an opportunity of hearing.

3. The learned counsel for the petitioner contends that Clause 7 of the Tenancy Agreement permits ejectment only upon continuous default in rent for three consecutive months and through due process, whereas he committed no such default. He therefore submits that the sealing and threatened cancellation of his tenancy are arbitrary, without lawful authority, and violate natural justice, due process, and Articles 4, 9, 18, 23, 24, and 10-A of the Constitution. The Petitioner accordingly seeks declaration that the sealing is illegal, de-sealing and restoration of possession, and restraint against cancellation or interference with his tenancy except in accordance with law and after due notice and hearing.

4. The learned AAG, assisted by the law officer of the Respondents, submits that the petition is misconceived and not maintainable in its present form, as the Petitioner has failed to establish any vested or indefeasible right in respect of Shop No.18. It is contended that the tenancy/allotment was subject to the terms and conditions of the Tenancy Agreement and the applicable rules, and that the Respondents were competent to take action in respect of the premises upon noticing violations/non-compliance on the part of the Petitioner. He submits that the sealing, therefore, cannot be termed arbitrary, mala fide or without jurisdiction merely because prior notice was not issued, particularly where the Respondents' action was taken in exercise of lawful administrative authority for protection and regulation of the public premises. It is further submitted that the Petitioner has an adequate alternate remedy before the appellate authority under the terms of the tenancy and the relevant law and cannot invoke the constitutional jurisdiction of this Court for enforcement of a disputed contractual claim. He emphasized that the allegations of violation of Articles 4, 9, 18, 23, 24 and 10-A of the Constitution are not true, and it is maintained that no fundamental or vested right of the Petitioner has been infringed. The Respondents, accordingly, seek dismissal of the petition for being devoid of merit and based on disputed questions of fact.

5. We have heard the learned counsel for the parties and perused the record with their assistance.

6. In view of the nature of the controversy, without expressing any opinion on the merits of the respective claims of the parties, the petition is disposed of with a direction to the parties to resolve the matter within 45 days. The competent authority shall provide the petitioner/tenant a meaningful and reasonable opportunity of hearing, examine the relevant tenancy record and applicable terms and conditions, and thereafter pass a reasoned and speaking order strictly in accordance with law. In the meantime, the competent authority shall

consider/order for de-sealing the subject shop due to the sensitive/perishable items lying in the shop, subject to the petitioner's compliance with the terms and conditions of the tenancy agreement and any lawful requirements applicable thereto, if not earlier complied with. The exercise shall be completed within the aforesaid period of 45 days.

A copy of this order be communicated to all concerned for compliance in time.

JUDGE

JUDGE