

HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

C.P. No.S-291 of 2026

[Liaquat Ali Versus Asghar Ali & others]

Petitioner: By Mr. Salman Ahmed Memon, Advocate.

Official respondents: By Mr. Wali Muhammad Jamari, Assistant Advocate General.

Respondent No.1: By Mr. Mirza Ghous Baig Zohaib, advocate.

Date of hearing 22.10.2026

Date of Decision 22.10.2026

ORDER

ADNAN-UL-KARIM MEMON, J:- The petitioner, has filed this petition under Article 199 of the Constitution seeking the following reliefs:-

“a. Set aside the impugned order dated 09-04-2026 passed by the learned Rent Controller in Rent Application No. 156/2025.

b. Declare that the direction for deposit of arrears of rent and payment of future rent is subject to the establishment of the relationship of landlord and tenant being determined.

c. Direct the rent controller to decide the question of relationship as a preliminary issue before proceedings.

d. Grant any other relief deemed just and proper in the circumstances.”

2. The petitioner challenges the order dated 09.04.2026 passed by Senior Civil Judge-VI / Rent Controller, Hyderabad, in Rent Application No.156/2025, whereby he was directed to deposit rent at the rate of Rs.42,000/- per month from the date of filing of the rent application till its final disposal, including arrears within thirty days, and to continue depositing future rent by the 5th day of each English calendar month.

3. Learned counsel for the petitioner contends that no relationship of landlord and tenant exists between the parties, as he is in possession of the demised premises pursuant to an agreement of sale dated 16.07.2022, against which substantial sale consideration has been paid. In this regard, he has already instituted F.C. Suit No.1378/2022 for specific performance of contract, filed on 03.10.2024, prior to the filing of the rent application in July 2025. He alleges that the respondent has manipulated a purported rent agreement of 2020 to falsely establish a tenancy and initiate ejectment proceedings on the ground of default since March 2021. He further contends that the Rent Controller, despite his

objections regarding the relationship of landlord and tenant, failed to determine even prima facie the existence of such relationship before directing deposit of rent under Section 16(1) of the Sindh Rented Premises Ordinance, 1979. According to him, the impugned order is illegal, suffers from jurisdictional defects, and imposes an unjustified financial burden upon him, with the likelihood of adverse consequences under Section 16(2) of the Ordinance in case of non-compliance. Accordingly, the petitioner seeks setting aside of the impugned order dated 09.04.2026 on the grounds of illegality, material irregularity, and failure to consider the pending suit for specific performance and his objections to the alleged tenancy.

4. Learned counsel for respondent No.1 contends that the impugned order dated 09.04.2026 has been passed by the Rent Controller in accordance with Section 16(1) of the Sindh Rented Premises Ordinance, 1979, after hearing both sides and considering the available record. He submits that the petitioner is admittedly in possession of the demised premises, whereas his claim of ownership on the basis of an agreement of sale dated 16.07.2022 is subject to adjudication in the pending suit for specific performance and does not, by itself, absolve him of the obligation to deposit rent during pendency of the rent proceedings. He further contends that the alleged manipulation of rent agreement and denial of the landlord-tenant relationship involve disputed questions of fact which cannot be conclusively determined in the present constitutional jurisdiction. The Rent Controller has merely directed deposit of rent at the claimed rate of Rs.42,000/- per month, without finally deciding the ejectment application or the petitioner's claim of purported ownership. The impugned order is, therefore, lawful, reasoned and within the jurisdiction of Rent Controller. Accordingly, learned counsel prays for dismissal of the petition.

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

6. The learned Rent Controller observed that the disputed relationship of landlord and tenant and the question of title could not be conclusively determined at this stage and required evidence and a full-fledged trial. However, for the purposes of Section 16(1) of the Sindh Rented Premises Ordinance, 1979, a tentative assessment was sufficient, particularly when the opponent was admittedly in possession of the premises and his claim of ownership under the agreement of sale was yet to be adjudicated by the competent court. Since the applicant had restricted his claim to rent from the date of filing of the main rent application, the application was allowed, directing the opponent to deposit rent at Rs.42,000/- per month, including arrears within thirty days, and to continue depositing future rent by the 5th day of each English calendar month during pendency of the main rent application. The Court clarified that its observations were tentative and would not prejudice the merits of the main rent application or any other proceedings between the parties.

7. Upon careful consideration of the findings of learned rent controller, I am of the considered view that the impugned order does not suffer from any patent illegality, jurisdictional defect, or material irregularity warranting interference under Article 199 of the Constitution.

8. The Rent Controller has consciously refrained from finally determining the disputed relationship of landlord and tenant or the question of title, leaving both matters open for adjudication on the basis of evidence in the appropriate proceedings. The petitioner's claim of ownership pursuant to the agreement of sale dated 16.07.2022 and the pendency of F.C. Suit No.1378/2022, by themselves, do not establish that the impugned direction is without lawful authority. Conversely, the petitioner's denial of tenancy and allegation of manipulation of rent agreement cannot be treated as conclusively established merely on the basis of his assertions. The Rent Controller has also taken a balanced approach by restricting the direction for deposit of rent to the period commencing from the filing of the main rent application, rather than directing payment of the entire alleged arrears dating back to March 2021. The impugned order is thus an interim arrangement intended to safeguard the interests of the parties during pendency of the proceedings and does not constitute a final determination of their respective rights.

9. In these circumstances, no sufficient ground has been made out for exercising the extraordinary constitutional jurisdiction of this Court to set aside the impugned order. However, the direction to deposit rent under Section 16(1) of the Sindh Rented Premises Ordinance, 1979, shall remain subject to the ultimate determination of the controversy in accordance with law, and the petitioner's objections regarding the existence of the landlord-tenant relationship shall be considered by the Rent Controller at appropriate stage, without being influenced by the tentative observations contained in the impugned order.

10. It is clarified that the present findings shall neither prejudice the petitioner's claim in the pending suit for specific performance nor be construed as a final pronouncement regarding the genuineness of the alleged rent agreement.

11. Consequently, the petition is dismissed, along with pending applications, if any, with no order as to costs.

12. These are the reasons for my short order of even date.

J U D G E