# IN THE HIGH COURT OF SINDH, KARACHI

**CONST. PETITION No. S-1097 OF 2025**

| | | |
|---|---|---|
| Petitioner | : | Mst. Shaista Samiuddin W/O Samiuddin @ Samiullah<br>Through Mr. Tahir Rahim Advocate |
| Respondent No.1 | : | Muhammad Jahanzaib S/O Dawood Bhai<br>Through Mr. Muhammad Abu Bakar Khalil and Ms. Nancy Dean, Advocate |
| Date of Hearing & Order | : | 26.10.2026 |

**O R D E R**

**Amjad Ali Bohio, J:** This Constitutional Petition under Article 199 of the Constitution of the Islamic Republic of Pakistan, 1973 (hereinafter referred to as the ***"Constitution"***), arises out of an ejectment application filed by Respondent No. 1 (hereinafter referred to as the ***"Respondent"***), seeking eviction of the Petitioner from Flat No. 6, 3rd Floor, Plot No. 21, Sheet No. RC-III, Survey No. E-7/222 (hereinafter referred to as the ***"demised premises"***), on the ground of default in payment of rent. While contesting the ejectment proceedings, the Petitioner denied the relationship of landlord and tenant between the parties and asserted that she had purchased the demised premises from one Muhammad Tahir son of Muhammad Ashiq Ali through a Sale Agreement dated 17.06.2019 and, therefore, was not liable to pay rent to the Respondent. In support of her claim, she also produced a copy of the alleged Sale Agreement executed by the said Muhammad Tahir. On the basis of the pleadings, evidence was recorded from both parties on the issues of the existence of a relationship of landlord and tenant between them and default in payment of rent. Ultimately, the ejectment application was allowed vide judgment dated 25.03.2025 passed by the learned IIIrd Rent Controller, Karachi South. Feeling aggrieved, the Petitioner preferred First Rent Appeal No. 108/2025 before the learned XIIth Additional District Judge/Model Civil Appellate Court, Karachi South, which was

also dismissed vide judgment dated 11.09.2025. The said judgments are impugned in the instant petition.

**2.** Learned counsel for the Petitioner contended that the Petitioner had never been a tenant in respect of the demised premises and that the learned Courts below had failed to properly examine the question of the relationship of landlord and tenant between the parties. He further argued that the learned Courts had failed to verify the conveyance deed produced by Respondent No. 1, on the basis of which the Respondent claimed to have purchased the demised premises from Mir Muhammad Zaki, Muhammad Sharif, and Muhammad Rashid. According to learned counsel, the impugned judgments suffer from misreading and non-reading of the evidence and are based on surmises and conjectures, without the proper application of judicial mind, and are, therefore, liable to be set aside. He further contended that no valid notice under Section 18 of the Sindh Rented Premises Ordinance, 1979, seeking vacation of the demised premises, had been served upon the Petitioner by the Respondent. He maintained that the learned Courts below had failed to appreciate the settled principles of law and had erroneously concluded that a relationship of landlord and tenant existed between the parties. In support of his contentions, learned counsel relied upon *Akbar Ali v. Lal* **(PLD 1997 Lahore 709)** and *Abdur Rauf Khan v. Salah-ud-din Mirza, Provincial Ombudsman, Sindh* **(1998 CLC 1225)**.

**3.** Conversely, learned counsel for the Respondent, while defending the impugned judgments passed by the learned Courts below, vehemently opposed the instant petition and supported the findings recorded therein.

**4.** Heard learned counsel for the parties, considered the case law cited at the Bar, and carefully perused the available record.

**5.** For seeking eviction of the Petitioner from the demised premises, the Respondent filed an ejectment application under Section 15 of the Sindh Rented

Premises Ordinance, 1979, on the ground stated hereinabove. In response, the Petitioner contested the application by denying the existence of a relationship of landlord and tenant between the parties. The moot question requiring determination in the instant petition is, therefore, whether a relationship of landlord and tenant exists between the parties.

**6.** In order to substantiate his case, the Respondent examined himself by submitting an affidavit-in-evidence and produced a photocopy of the conveyance deed dated 08.02.2023, a notice issued under Section 18 of the Sindh Rented Premises Ordinance, 1979, along with the TCS receipt evidencing its dispatch to the Petitioner, a challan form relating to the registration of the conveyance deed, and an e-stamp relating to the demised premises, in addition to his oral testimony. Upon examination of the evidence, it appears that the Respondent discharged the initial burden of proof. Conversely, the Petitioner also appeared as a witness by filing her affidavit-in-evidence and tendered certain documents, including an alleged Sale Agreement executed by one Muhammad Tahir son of Muhammad Ashiq Ali and a receipt.

**7.** The Respondent, in support of his claim, produced a registered conveyance deed, along with an **E-stamp**, executed before the Sub-Registrar-I, Saddar Town, Karachi. In contrast, the Petitioner relied upon an alleged Sale Agreement executed by Muhammad Tahir son of Muhammad Ashiq Ali but failed to produce any evidence establishing that the said Muhammad Tahir had any title to the demised premises or was legally competent to transfer the same. The learned Courts below duly considered the evidence brought on record. *A perusal of the Petitioner's cross-examination further reveals that she admitted having paid rent in respect of the subject property to its previous owner and, in this regard, produced a rent receipt marked as Exhibit O/3*. ( *emphasized* ) This admission supports the conclusion that the Petitioner had initially occupied the demised premises as a tenant. The settled principle of law is that ***"once a tenant,***

***always a tenant,"*** unless the tenancy is lawfully determined or the tenant establishes a legally sustainable basis for claiming a different status. In the absence of evidence establishing a fixed term of tenancy, the tenancy is ordinarily presumed to continue on a month-to-month basis. Accordingly, the Petitioner, being a tenant, was under an obligation to vacate the demised premises upon lawful termination of the tenancy by the landlord. Reliance in this regard is placed upon *Nazir Ahmed v. Mst. Sardar Bibi and others* **(1989 SCMR 913)**, *Irshad Ahmed and others v. Allah Ditta and others* **(1998 SCMR 948)**, and *Amin and others v. Hafiz Ghulam Muhammad and others* **(PLD 2006 Supreme Court 549)**. The facts and circumstances of the case law relied upon by learned counsel for the Petitioner, both before this Court and the learned Courts below, are clearly distinguishable from those of the present case and, therefore, the cited authorities are not applicable to the case in hand.

**8.** The Petitioner seeks a writ of certiorari under Article 199(1)(a)(ii) of the Constitution, the scope of which is limited. In order to persuade this Court to exercise its extraordinary Constitutional Jurisdiction, the Petitioner must demonstrate that the impugned order or judgment is without lawful authority or suffers from a material illegality or irregularity warranting interference. The Petitioner has failed to identify any perversity or material illegality in the impugned judgments that would justify the exercise of C onstitutional Jurisdiction by this Court. The record further indicates that the Petitioner failed to pay rent despite the institution of ejectment proceedings by the Respondent. As regards the contention raised by learned counsel for the Petitioner concerning the issuance of notice under Section 18 of the Sindh Rented Premises Ordinance, 1979, it is a settled principle that the institution of eviction proceedings itself constitutes sufficient notice to the tenant of the landlord's intention to terminate the tenancy. The filing of an ejectment application is, by necessary implication, an express manifestation of the landlord's intention not to

continue the tenancy any further. Reliance in this regard is placed upon *Sher Jung v. District Judge, Islamabad and 04 others* **(2004 SCMR 1852)**.

**9.** For the foregoing reasons, no case is made out for interference with the ejectment order passed by the learned Rent Controller or the judgment dated 11.09.2025 passed by the learned XIIth Additional District Judge/Model Civil Appellate Court, Karachi South, in First Rent Appeal No. 108/2025. The impugned judgments do not warrant interference in the exercise of this Court's Constitutional Jurisdiction. Accordingly, the instant petition is dismissed, with no order as to costs.

**10.** Above are the reasons for my short order dated 26.10.2026.

**JUDGE**