

IN THE HIGH COURT OF SINDH AT KARACHI

IIInd Appeal No.168 of 2026

Date	Order with Signature of Judge
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Date of hearing: 07.08.2026

Date of Order: 10.09.2026

Appellant present in person

O R D E R

SAMAN RAFAT IMTIAZ; J: Appellant appears in person and submits that he will submit his arguments himself as he no longer wishes his counsel to continue making appearance on his behalf, however, when asked to point out the illegality in the concurrent impugned judgments, he submitted that the same may be decided as per the discretion of the Court.

Perusal of the record shows that the appellant filed Suit No.422 of 2011 for recovery by claiming that he is a real estate agent who in response to the publication notice issued by the respondent No.1 on 27.10.2002 that they require a plot of 6000 to 8000 sq. yds., for the construction of PPL Head Office building at Karachi inviting quotations from interested parties showed the respondent No.1 a plot of the respondents No.2 to 4. It was alleged that although the respondent No.1 entertained the same, however, the appellant's service charges of 2% was not paid. Thereafter the appellant learnt through a public notice issued on 14.06.2010 that the same plot was being purchased by the respondent No.1. The applicant wrote various letters to the respondent No.1 demanding payment of his service charges but got no response and, therefore, resorted to filing of the Suit for recovery. The learned Trial Court dismissed the Suit by finding that mere introduction of a property does not give rise to any legally enforceable rights and that there is no document on the record apart from letters written by the applicant himself which would show that there was any agreement between the parties. The appeal filed by the appellant was also allowed to the extent of the respondent No.1 but was dismissed to the extent of the respondents No.2 to 4 by finding that the said respondents had never engaged the appellant's services as broker through any written or even oral agreement.

The Appellant was unable to point out any agreement written or otherwise whereby the respondents No.2 to 4 had retained his services. I find

no illegality or infirmity or misread or non-reading of evidence or any other perversity in the impugned judgment passed by the learned Appellate Court as indeed there is no privity of contract between the appellant and the respondents No.2, 3 and 4 whether express or implied. This appeal is, therefore, dismissed *in limine* along with listed applications.

[SAMAN RAFAT IMTIAZ]
JUDGE

Announced in open Court on this 10th September, 2026

Asif