ORDER SHEET

IN THE HIGH COURT OF SINDH AT KARACHI

First Rent Appeal No. 5 of 2026

(*Gul-e-Rana v. Muhammad Imran Saleem*)

DATE: **ORDER WITH SIGNATURE(s) OF JUDGE(s)**

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1. For Hearing of CMA No.2897 / 2026 (Withdrawal of Rent)
2. For Orders on Office Objection
3. For Hearing of CMA No.800 / 2026 (Stay App.)
4. For Hearing of Main Case

20-11-2026

M/s Afaq Ahmed & Zaheeruddin Babar Bayo, Advocates for Appellant (Tenant)

M/s Naseer Hussain Jafri & Mir Hassan, Advocates for Respondent (Landlord) a/w Mr. Imran Saleem (Respondent)

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O R D E R

1. **Sana Akram Minhas, J:** Through this Appeal, the Tenant **("Appellant")** – who was inducted as a tenant pursuant to Tenancy Agreement dated 10.8.2024 **("Tenancy Agreement")** – has impugned two orders of the learned Rent Controller, Clifton Cantonment, Karachi passed in Rent Case No.41/2025 (*Imran Saleem v. Ms. Gul-e-Raana*), in respect of the Ground Floor Portion of House No.70/1, 5th Commercial Street, Phase 4, DHA, Karachi **("Subject Premises")**. These orders are:

   i) Order dated 8.9.2025[1] **("Impugned Rent Deposit Order")**:

   By this order, the application[2] filed by the Respondent **("Landlord")** under Section 17(8) of the *Cantonment Rent Restriction Act, 1963* **("1963 Act")** was allowed, and the Appellant was directed to deposit future monthly rent at the rate of Rs.88,000/- per month, inclusive of the 10% increase stipulated under Clause 3 of the Tenancy Agreement, with effect from October 2025. She was further directed to deposit arrears of rent amounting to Rs.264,000/-, for the period January 2025 to September 2025, within 45 days.

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[1] At Court File Page 195

[2] At Court File Page 185

ii) Order dated 22.1.2026[3] **("Impugned Eviction Order")**:

By this order, the Landlord's application under Section 17(9) of the 1963 Act was allowed and the Appellant's defence was struck off on account of her failure to comply with the Impugned Rent Deposit Order. Consequently, the Appellant was directed to vacate the Subject Premises and hand over vacant possession to the Landlord within 30 days.

2. Learned Counsel for the Appellant submits that both the Impugned Orders have been passed without affording the Appellant an opportunity of hearing. Elaborating upon the background, he states that:

i) Immediately after the Impugned Rent Deposit Order was passed, an application[4] dated 22.9.2025 **("Recall Application")** was filed by the Appellant for its recall; wherein the order's date was inadvertently mentioned as 15.9.2025 instead of the correct date 8.9.2025. The Recall Application was initially dismissed vide order dated 6.10.2025, as reflected in the Diary Sheet[5].

ii) Subsequently, on 3.11.2025 when the Landlord filed his application[6] under Section 17(9) of the 1963 Act – for striking off the Appellant's defence on account of non-compliance with the Impugned Rent Deposit Order – the Rent Controller, while granting the Appellant time to file objections to the Landlord's said application, also directed that the Landlord's application under Section 17(8) of the 1963 Act and the Appellant's Recall Application be taken up for hearing, and adjourned the matter to the next date.

iii) Thereafter the matter was repeatedly adjourned and 26.1.2026 was ultimately fixed for hearing of all three applications, including the Landlord's application under Section 17(9). The said date was granted in the presence of the Appellant's Counsel, who then left the Court.

iv) However, to the Appellant's surprise, the matter was taken up on 22.1.2026, instead of the scheduled date of 26.1.2026. In the absence of the Appellant's Counsel – and without hearing him on any of the three applications – the Rent Controller allowed the Landlord's application under Section 17(9) and passed the Impugned Eviction

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[3] At Court File Page 23

[4] At Court File Page 199

[5] At Court File Page 223

[6] At Court File Page 225

Order dated 22.1.2026, striking off the Appellant's defence for non-compliance with the Impugned Rent Deposit Order.

3. Counsel for Appellant thus maintains that, despite having repeatedly fixed the matter for hearing of all three applications, the Rent Controller proceeded to pass the Impugned Eviction Order without affording the Appellant an opportunity of hearing on any of the applications.

4. Conversely, learned Counsel for the Landlord submits that the Appellant's Recall Application had already been dismissed on 6.10.2025 and that no fresh application for recall was thereafter filed. Accordingly, there was no occasion to rehear the Appellant on the same. He further submits that, although the Rent Controller had subsequently fixed the matter for hearing of the aforesaid three applications, the matter was proceeded with on 22.1.2026 due to the deliberate absence of the Appellant's Counsel, whereupon the Rent Controller passed the Impugned Eviction Order.

5. Learned Counsel for the parties have been heard and the record and proceedings **("R & P")** examined.

6. The Diary Sheet reflects that, notwithstanding the dismissal of the Appellant's Recall Application on 6.10.2025, the Rent Controller thereafter repeatedly fixed the matter for hearing of all three applications i.e. the Landlord's applications under Section 17(8) and 17(9) of the 1963 Act and the Appellant's Recall Application. Neither the Diary Sheet nor the R & P disclose reasons for fixing the already-dismissed Recall Application or the Landlord's application under Section 17(8). Nonetheless, **commencing from 3.11.2025, the matter was accordingly fixed for hearing on that date and subsequently on 10.11.2025, 17.11.2025, 20.11.2025, 24.11.2025, 27.11.2025, 1.12.2025, 8.12.2025, 15.12.2025, 22.12.2025, 29.12.2025, 12.1.2026 and, lastly, 19.1.2026**, as borne out by the Diary Sheet[7].

7. Counsel for the Appellant maintains that on 19.1.2026, in his presence, the matter was adjourned to 26.1.2026 and that, after his departure, the date was unilaterally advanced to 22.1.2026 at the instance of the Landlord's Counsel, without notice to him. Consequently, being unaware of the change of date, he could not appear before the Rent Controller on 22.1.2026, when the Impugned Eviction Order was passed. This assertion is, however, disputed by Counsel for the Landlord, who maintains that the matter was adjourned to 22.1.2026 in the presence of the Appellant's Counsel.

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[7] At Court File Pages 225 to 229

8. In order to examine these rival assertions, the Diary Sheet dated 19.1.2026 assumes particular significance. The relevant entry reads as follows:

> **19.1.2026**
>
> Applicant's Counsel is present and filed an application to fix the case on 22.1.2026. **Opponent's Counsel is also present**. **Issue Court notice to the Opponent for his appearance in Court on 22.01.2026** for hearing on application under Section-17(8) and 17(9) of the Cantonment Rent Restriction Act, 1963 as well as on application for setting aside order dated 15th September, 2025.
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> **[Emphasis added]**

9. The above entry raises an obvious question. If, as asserted by Counsel for the Landlord, the matter had already been adjourned to 22.1.2026 in the presence of the Appellant's Counsel, there was no apparent necessity to direct issuance of Court notice to the Appellant for his appearance on that very date. When confronted with this inconsistency, Counsel for the Landlord explained that, after the Rent Controller had adjourned the matter and asked both Counsel to take the next date, the Appellant's Counsel deliberately left the Court without taking the date, whereupon the Court Reader fixed 22.1.2026 in his absence.

10. This explanation, rather than resolving the discrepancy, raises a further difficulty. If the date of 22.1.2026 was fixed by the Court Reader after the Appellant's Counsel had left, the same could not be said to have been fixed in the latter's presence, as otherwise suggested by the Landlord's Counsel. Moreover, the Diary Sheet does not record any such explanation or circumstance, nor does it indicate that the Appellant's Counsel had left the Court without taking the next date.

11. There is yet another circumstance which assumes significance. During examination of the R & P, a handwritten application dated 19.1.2026, filed by Counsel for the Landlord on the same date, was found on the record, whereby he had sought fixation of the matter for 22.1.2026. When confronted with the question that, if the matter had already been adjourned to 22.1.2026 in the presence of the Appellant's Counsel, why was such an application necessary, Counsel for the Landlord explained that the application had been filed for advancing the date on account of the Appellant's failure to pay rent. Upon a further query as to why neither the filing of this application nor any order passed thereon by the Rent Controller was reflected in the Diary Sheet dated 19.1.2026, Counsel for Landlord stated that the application had been entertained and allowed by the Court Reader.

12. The explanation furnished by Counsel for the Landlord is neither satisfactory nor consistent with the manner in which judicial proceedings are required to be conducted. An application seeking advancement of the date of hearing is

required to be placed before and dealt with by the presiding officer (in this case the Rent Controller), and any order passed thereon must be duly reflected in the judicial record. The Court Reader could not, on his own, exercise such judicial discretion. More importantly, if the Appellant's Counsel was present before the Rent Controller on 19.1.2026, there was no apparent reason why the Landlord's request for advancing the date could not have been made in his presence, with the revised date duly communicated to him. Counsel for the Landlord has been unable to furnish any satisfactory explanation in this regard.

13. The aforesaid circumstances, when considered cumulatively, lend considerable support to the version of the Appellant's Counsel that on 19.1.2026, the matter had initially been fixed for 26.1.2026 in his presence, but was subsequently advanced to 22.1.2026 in his absence, pursuant to the Landlord's application. The contents of the Diary Sheet dated 19.1.2026, particularly the simultaneous recording of presence of the Appellant's Counsel and the direction to issue Court notice to the Appellant for appearance on 22.1.2026, reinforce this conclusion. In this regard, the Appellant's Counsel specifically disputes the assertion in the Impugned Eviction Order that notice was duly served or that its receipt was refused by any "*security guard*" at the Subject Premises, maintaining that the Appellant resides there with her daughter and mother and has no security guard.

14. Without going into the validity of either competing assertion, even if it is assumed that the notice was duly served upon the Appellant, the R & P itself reflects that the said notice bears the date of issuance as 21.1.2026, whereas the date of hearing was fixed for 22.1.2026. On the face of it, this afforded a window of barely twenty-four hours, which, in substance, appeared less like a meaningful notice and more like an ultimatum. Such an exceedingly short duration cannot, by any stretch of legal reasoning, be termed reasonable time or construed as fair and sufficient notice.

15. It is also material to note that, notwithstanding the earlier dismissal of the Appellant's Recall Application on 6.10.2025, the Rent Controller thereafter repeatedly fixed the matter for hearing of the said application along with the Landlord's applications under Sections 17(8) and 17(9) of the 1963 Act. Having adopted that course, the Rent Controller ought to have afforded both parties an effective opportunity of hearing on the respective applications before proceeding to pass any consequential order.

16. In these circumstances, this Court is not persuaded that the Appellant or her Counsel had due notice of the advancement/change of the date to 22.1.2026. Having regard to the repeated fixation of the matter for hearing of all three

applications, the Appellant was legitimately entitled to expect that she would be afforded an effective opportunity of hearing before any adverse order was passed. The Rent Controller, therefore, ought not to have proceeded to decide the Landlord's application under Section 17(9) of the 1963 Act, particularly when the Appellant's Counsel had been recorded as present on the preceding date and the matter had, according to the Appellant's Counsel, in his presence, been adjourned to 26.1.2026, whereas the said application was actually decided on 22.1.2026. The passing of the Impugned Eviction Order in such circumstances, without affording the Appellant an effective opportunity of hearing, has resulted in a denial of due process and cannot be sustained.

17. It may also be noted that, during the pendency of the instant Appeal, this Court, vide Order dated 10.2.2026, permitted the Appellant to deposit the amount claimed to be outstanding, together with future monthly rent, with the Nazir of this Court. The permission was granted on the Appellant's own statement, without prejudice to her case on merits. The deposit was, however, intended to secure the amount in dispute pending adjudication of the parties' respective rights and liabilities, and was not intended to prejudice the claim of either party. The relevant portion of the Order reads as follows:

> **10.2.2026**
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> Learned Counsel for the Appellant, while referring to the application for ad-interim relief, submits that, without prejudice to the Appellant's case on merits, the Appellant is willing to deposit a sum of Rs.264,000/- (Rupees Two Hundred Sixty-Four Thousand only) along with future monthly rent at the rate of Rs.88,000/-(Rupees Eighty-Eight Thousand only) allegedly due against the Appellant as in terms of the impugned order, with the Nazir of this Court. Accordingly, the Appellant is directed to deposit the said amount with the Nazir of this Court within three (03) days. The amount so deposited shall be invested in a profit-bearing scheme, and the fate of the deposited amount, along with the profit accrued thereon, shall be decided at the time of final disposal of the instant appeal. Subject to such deposit, the operation of the impugned order shall remain suspended till the next date of hearing.

18. For the foregoing reasons, this Appeal is ***allowed with costs*** and both Impugned Orders dated 8.9.2025 and 22.1.2026 are set aside. The matter is remanded to the Rent Controller for hearing of the Landlord's applications under Sections 17(8) and 17(9) of the 1963 Act and the Appellant's Recall Application, without being influenced by any observations made herein and after affording both parties an adequate opportunity of hearing. No opinion is expressed on the merits of any of the aforesaid applications, which shall be decided independently, in accordance with law and on their own merits.

19. The amount deposited by the Appellant with the Nazir of this Court, together with the profit accrued thereon, shall remain invested until the Rent Controller determines the respective rights and liabilities of the parties in relation to the

rent claimed to be outstanding. The amount shall thereafter be dealt with in accordance with the Rent Controller's determination, and the Nazir may seek appropriate directions from this Court regarding the disposal of the amount accordingly.

20. The learned Rent Controller shall endeavour to decide the pending applications expeditiously, preferably within twenty (20) days from the date of this Order.

21. Office shall forthwith remit the record and proceedings (R & P) pertaining to the said Rent Case No.41/2025 (*Imran Saleem v. Ms. Gul-e-Raana*) to the Court of Controller of Rents, Clifton Cantonment, Karachi.

JUDGE

Shakeel PS