IN THE HIGH COURT OF SINDH, CIRCUIT COURT, HYDERABAD

Civil Revision Application No.S-04 of 2020

Applicants	:	Mir Ghulam Nabi Khan Talpur & others through Mr. Zia-ul Haque Kamboh, advocate.
Legal heirs of respondent No.4	:	Mst. Bibi Aijaz Bano & another through Mr. Zain-ul-Abidin Sahito, advocate.
Official respondents:		Through Mr. Wali Muhammad Jamari, Assistant Advocate General.
Date of hearing:		**30.09.2026**
Date of judgment:		**16.11.2026**

JUDGMENT

JAWAD AKBAR SARWANA, J.:- The legal heirs of Mir Ghulam Abbas Talpur, son of Mir Bagh Ali Talpur, are aggrieved by the Order dated 27.02.2018 (available at page No. 65 of the Revision) passed by the learned 3rd Senior Civil Judge, Nawabshah (the trial Court), in F.C. Suit No. 182 of 2016, which was filed against the legal heirs of Mir Subhan Ali Talpur. By the said Order, the learned trial Court rejected the plaint filed by the legal heirs of Mir Ghulam Abbas Talpur. The said Order of the trial Court was subsequently upheld by the appellate judgment dated 03.10.2019 (available at page No. 23).

2. Learned counsel for the applicants/legal heirs of Mir Ghulam Abbas Talpur contends that the compromise decree did not include the share of Mst. Allah Bachai, widow of Mir Bagh Ali Talpur. He submits that the compromise decree concerned only up to 88 paisas of the property of the deceased, Mir Bagh Ali Talpur, including her 12-paisa share in the 88 paisas; however, the remaining 12 paisas belonging to the widow were excluded. He further submits that no Letter of Administration in respect of the land of late Allah Bachai was instituted and that the parties, i.e., the legal heirs of Mir Ghulam Abbas Talpur and Mir Subhan Ali Talpur, distributed the said 12 paisas equally, in the ratio of 50:50, without recourse to the Court, in respect of all her properties except the property situated in

Deh 73 Nusrat, Nawabshah. Learned counsel contends that the suit property, which is described as comprising 100% of the property, in fact excluded the 12-paisa share of the widow. Since the widow was not a party to the compromise decree, this aspect remained outstanding. In this regard, the legal heirs of Mir Ghulam Abbas Talpur exhausted their remedies before the Assistant Commissioner and the Deputy Commissioner and, ultimately, before the Board of Revenue, which passed orders dated 18.12.2009. Thereafter, the said legal heirs instituted F.C. Suit No. 81 of 2010. Learned counsel contends that the plaint could not have been rejected under Order VII, Rule 11, CPC, and that the plaintiffs ought to have been afforded an opportunity to lead evidence and prove their case.

3. Learned counsel for the legal heirs of Mir Subhan Ali Talpur has vehemently opposed the submissions advanced on behalf of the legal heirs of Mir Ghulam Abbas Talpur. He contends that the compromise decree of 1979 included the entire share of Mir Bagh Ali Talpur, including the share of Mst. Allah Bachai, as she had already passed away by that time. Learned counsel relies on the compromise decree and paragraph 2(x) of the written statement filed on behalf of the legal heirs of Mir Subhan Ali Talpur (available at page No. 113 of the Revision). He submits that both the learned Courts below, i.e., the trial Court and the appellate Court, rightly concluded that the matter was hit by res judicata, as the legal heirs of Mir Ghulam Abbas Talpur had fully participated in the said compromise proceedings and the issues relating to the suit property were duly covered by the compromise decree.

4. The brief background of the matter, which dates back to the year 1973, is that the legal heirs of Mir Ghulam Abbas Khan Talpur instituted F.C. Suit No. 101 of 1973, which was dismissed vide judgment and decree dated 19.04.1975. Aggrieved thereof, the legal heirs of Mir Ghulam Abbas Talpur preferred First Appeal No. 32 of 1975, wherein a compromise was arrived at between the parties and was duly recorded in terms of the appellate judgment dated 09.06.1979 (the “1979 Compromise Decree”) (available at page No. 365).

5. Based on the 1979 Compromise Decree, the parties made their own interpretation and understood that properties of Mir Bagh Ali Talpur,

including the share of Mst. Allah Bachai, were to be mutated in terms thereof. It appears that the legal heirs of Mir Ghulam Abbas Talpur, and the legal heirs of Mir Subhan Ali Talpur, in terms of the 1979 Compromise Decree, from time to time, kept registering properties in the same ratio of 50:50% of Mst. Allah Bachai. In this regard, the process adopted for such entries would involve the entry evidencing the share of Mst. Allah Bachai and thereafter proceeding to show a 50/50 split shareholding evenly between the legal heirs of Mir Ghulam Abbas Khan Talpur and the legal heirs of Mir Subhan Ali. This process is evidenced by the entries available at pages Nos. 229 and 243 of the revision.

6. While a perusal of the entries at page No.243 evidences that it pertains to the property mentioned in paragraph 3 of the 1979 Compromise Decree and that, as per the ordinary course, the entry is/was made in favor of Mst. Allah Bachai and, thereafter, the legal heirs of both Mir Ghulam Abbas Khan and Mir Subhan Ali are found inserted as the owners; yet, turning to the Khata at page No.229, the same is entirely missing from the 1979 Compromise Decree, and yet it also mentions the name of the title owner as Mst. Allah Bachai, and as per the understanding between the legal heirs of Mir Ghulam Abbas Khan and the legal heirs of Mir Subhan Ali, the shareholding is distributed evenly.

7. Furthermore, the Khata available at page No.229 concerns Deh 73 issued in light of orders of the High Court wherein 88% of the total share of Mir Bagh Ali is included, but not the 12% share of the widow. At this stage, when this anomaly was raised during the course of arguments, and the bench suggested that the matter requires evidence, Counsel for the legal heirs of Mir Subhan Ali submitted that this 12% was covered by Dakhal Kharij Register relied upon by the said respondents in paragraph 2 (x) of their Written Statement. However, the legal heirs of Mir Ghulam Ali Talpur challenged the entry No.21 in 1996 by filing an application before the Assistant Commissioner, whereafter the matter was appealed by the losing party, including all rights of appeal through to the Deputy Commissioner, Commissioner, and finally the matter came before the Board of Revenue, when, as per the order dated 18.11.2009 of the Board of Revenue, the Revenue directed the legal heirs of Mir Ghulam Abbas Khan Talpur to seek their remedy before a Court of law. Hence, FC Suit No.81 of 2010. Thereafter, it transpires that during the proceedings in FC Suit No.81 of

2010, during the evidence of the Tapedar, it emerged that 12% shares of Mst. Allah Bachai pertaining to Deh 73 had been sold to 3rd parties and that this alleged sale was outside the scope of the 1979 Compromise Decree, as it was argued by the defence that it pertained to 12% share of Mst. Allah Bachai. Thereafter, the legal heirs of Mir Ghulam Abbas Khan Talpur immediately obtained an order for withdrawal of the suit, with permission to file a fresh suit, and consequently filed FC Suit No. 182 of 2016 on 27.05.2016.

8. Heard learned counsel for the parties and learned AAG. At the time of passing the 1979 Compromise Decree, Mst. Allah Bachai had already passed away in 1967, but she was not impleaded as a respondent in the said lis. Therefore, for all practical purposes, without Mst. Allah Bachai being a party to the lis, the entire 1979 Compromise Decree was limited to Mir Bagh Ali Talpur. If the legal heirs of Mir Bagh Ali, i.e. both legal heirs of Mir Ghulam Abbas Talpur and Mir Subhan Ali, had impleaded her (Mst. Allah Bachai) as a party in the said lis by moving an appropriate application and entering appearance through her as legal heirs, then the 1979 Compromise Decree would automatically operate against all the legal heirs, including the 12% share of Mir Bagh Ali Talpur as widow. This was not the case, and it opened the door to the present dispute, which cannot be decided on legal grounds alone.

9. In view of the above observations, and as this matter pertains to inheritance, too, as held by the recent Full Bench Judgment of the Supreme Court dated 07.10.2026 / 13.11.2026 in C.A No.99/2013 and Others, *Mrs. Meraj Bibi and Another v. Mst. Zar Gula (decd.) thru. LR's & Others, etc.*, the question of limitation does not arise in inheritance matters. Notwithstanding the foregoing, even otherwise, when the entry came to the knowledge of the legal heirs of Mir Ghulam Abbas Khan Talpur it was limited to the aspect of 88% of share. Further, from 1996 to 2009, the legal heirs of Mir Ghulam Abbas Khan Talpur were engaged in the revenue hierarchy, and this period could not be included when determining limitation from the date of knowledge.

10. Further, no letter of administration of Mst. Allah Bachai has been filed by the legal heirs of Mir Ghulam Abbas Khan Talpur and Mir Subhan Ali. The entire distribution has been done privately, perhaps to avoid litigation

over the 12 paisa of her (Mst. Allah Bachai) share. It appears that differences have arisen between the parties; hence, FC Suit No. 182/2016. Further, a prima facie case emerges as to why, in the case of Deh 73 Nusrat Nawabshah, the split was not made evenly between the legal heirs of Mir Ghulam Abbas Talpur and Mir Subhan Ali. This aspect requires evidence and trial; hence, the plaint in FC Suit No.182 of 2016 could not have been rejected on legal grounds alone.

11. Given the above, the order dated 27.02.2018 passed by the learned trial Court and the judgment and decree dated 03.10.2019 passed by the appellate Court are set aside, and the matter is remanded to the learned trial Court to decide the matter afresh on merits after giving opportunity to the parties to lead evidence and hearing arguments.

The Revision Application stands disposed of in the above terms.

As I had announced in open Court that I would pass Order during the course of the day and considerable time has elapsed since, the Office is directed to issue e-notice to the parties and Counsel concerning the Order signed today, at the earliest.

J U D G E
16.11.2026

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