

IN THE HIGH COURT OF SINDH AT KARACHI

Constitutional Petition No.S-575/2009

DATE ORDER WITH SIGNATURE(S) OF JUDGE(S)

Before: Mr. Justice Nazar Akbar

Petitioner: Mst. Samina Zaheer Abbas through
Mr. Anwar Mansoor Khan, Advocate

Respondents No.1&2: Hassan S. Akhtar and Javed S. Idrees through
Mr. Faisal Siddiqui, Advocate

Respondents No.3 IXth Rent Controller (South) at Karachi.

Respondents No.4 Additional District Judge (II) South at Karachi.

Date of hearing: 23.5.2014

Nazar Akbar, J. The petitioner has challenged the judgment passed by the Court of III-Additional District Judge, South, Karachi in FRA No.136 of 2009 affirming the order of ejectment of the petitioner passed by the IX-Rent Controller South, Karachi from a tenement comprising 1700 Square Feet rear portion and 2200 Square Feet basement of building on plot No.F-37/A, Block-4, Clifton, Karachi (the demised premises) on account of non-compliance of the tentative rent order dated 11.7.2008.

2. The brief facts for the purpose of this judgment are that the respondents filed an application under section 15 of the Sindh Rented Premises Ordinance, 1979 (“**SRPO, 1979**”) for ejectment of petitioner from the demised premises on the grounds of personal need and default in payment of rent at the rate of Rs.85,000/- per month from May 2006 in terms of the lease agreement executed on 06.6.2005. They also claimed in paragraph 4 of the application that the petitioner has paid 11 months advance rent from 01.6.2005 to 30.4.2006 through various cheques. The respondents also averred in the rent application that there was another agreement / second tenancy agreement with the petitioner for lesser amount of rent which was not acted upon and this practice of

two agreements between the parties had continued since the inception of tenancy on 01.01.1999.

3. After service, the petitioner in her written reply before the Rent Controller claimed that the two agreements were illegal in respect of one premises between the same parties and insisted that the rent agreement showing lesser rate of rent was the actual rent agreement and the rent agreement of higher rate of rent was false agreement. However, the contents of paragraph 4 of the rent application have just been skipped or not replied by the respondents and at the same time she has not denied the execution of the two rent agreements.

4. The respondents filed an application under section 16(1) of the SRPO, 1979 for direction of the Rent Controller to the petitioner to deposit arrears of rent at the rate of Rs.85,000/- per month from May, 2006 as well as 50% share in water, conservancy and other utility charges in terms of the rent agreement dated 6.6.2005. The petitioner filed detailed reply / objection to the said application and claimed that after every renewal of tenancy agreement rent for full 11 months' term was paid in advance and after the institution of the rent case the petitioner has deposited rent from May, 2006 in MRC No.639/2006 at the rate of Rs.25,000/- per month in terms of lease agreement dated 01.5.2006. The Rent Controller after hearing both the parties on 11.7.2008 was pleased to pass the following tentative rent order: -

“From the perusal of R&P the fact is that the applicant is claiming monthly rent at the rate of Rs.85,000/- per month and in support of his contentions he has produced Photostat copy of rent agreement dated 06.6.2005 and R&P further disclosed in the said rent agreement the monthly rent was settled at the rate of Rs.85,000/- per month and in the paragraph No.4 of the ejectment application shows that monthly rent is the rate of Rs.85,000/- per month and opponent in his written statement has not denied these paragraph of the ejectment application. Upon proper appraisal of circumstances and the record of the case. I have come to the humble opinion that the opponent is liable to pay arrears of rent, therefore, I direct the

opponent to deposit the rent arrears at the rate of Rs.85,000/- within 30 days hereof and deposit the future rent at the same rate on or before the 10th of each English calendar month without fail. The disputed rent/arrears shall remain withheld till final decision in rent case. However, opponent is at liberty to withdraw the rent deposited in M.R.C. No.639/2006 any way in the instant rent case.”

5. The petitioner instead of complying with the aforesaid tentative rent order instantly filed a constitution petition bearing C.P. No.347/2008 and obtained interim orders on 13.8.2008. However, the said petition was dismissed on 03.2.2009 as not maintainable. In the meanwhile, the respondents have already filed an application under section 16(2) of the SRPO, 1979 for striking off the defence of the petitioner in rent case for non-compliance of the tentative order dated 11.7.2008. The petitioner filed objection to the said application, in which instead of offering any explanation / justification for non-compliance she declared that the order was defective, illegal and vague. According to the petitioner, it was vague and the observation of the Rent Controller that the opponent / petitioner is at liberty to withdraw the rent is capable of more than one possibility. The other justification given was that the tentative rent order was passed without taking into consideration the material placed before the Rent Controller and the determination of rent was based on the expired and disputed agreement of rent dated 06.6.2005 reflecting higher rent. She has also raised the objection that the tentative rent order did not reflect the version of the opponent / petitioner. The Rent Controller after hearing the counsel by a comprehensive order dated 14.4.2009 allowed the application under section 16(2) of the SRPO, 1979 and struck off the defence of the petitioner with direction to handover vacant and peaceful possession of the demised premises within 90 days to the respondents.

6. The petitioner being aggrieved of the said order of the Rent Controller preferred FRA No.136 of 2009 before the IIIrd Additional District Judge, South, Karachi. The appellate authority dismissed the said appeal by order dated 03.8.2009 and affirmed the view of the Rent

Controller that the petitioner has failed to comply with the direction given in the tentative rent order dated 11.7.2008. The petitioner through this petition has challenged both the concurrent findings.

7. I have heard the counsel for the parties and perused the record.

8. Learned counsel for the petitioner has reiterated almost all the grounds, which he has taken first on 11.8.2008 in his earlier Constitution Petition No.347 of 2008 when tentative rent order dated 11.7.2008 was challenged before this Court, which was dismissed as not maintainable. Then he reiterated the same in reply to the application under section 16(2) of SRPO, 1979 and repeated as grounds of appeal before appellate forum in his FRA No.36/2009. The learned counsel for the petitioner has taken the fourth opportunity to press the same contentions before me that the initial order giving direction to the petitioner to deposit arrears of rent and future monthly rent was defective on several grounds, therefore, its non-compliance was not supposed to entail penal consequences. The petitioner has contended that her challenge to the tentative rent order through Constitution Petition No.347/2008 has been dismissed on the ground that in terms of section 21 of the SRPO, 1979 the petition against the “interim orders” under Section 16(1) *ibid* was not maintainable. Therefore, after taking the similar plea in defence to the application for striking of petitioner’s defence, the petitioner waited for the final ejectment order to challenge the tentative rent order before the appellate forum. The petitioner, therefore, assailed both tentative rent order and the final order striking off her defence before the learned Additional District Judge, South, Karachi in FRA No.136/2009. There is no cavil to this proposition that she has rightly relied on the famous judgment in the case of “Zarina Khawaja” (PLD 1988 SC 190) to challenge the non-appealable order along with the appeal against the final appealable order by the Rent Controller against her. The counsel for the petitioner has vehemently contended that the determination of rent at the rate of Rs.85,000/- per month was wrong as the summary inquiry was not properly held. The Rent Controller has failed to appreciate that the rate of rent in terms of an agreement dated 01.5.2006 was Rs.25,000/- per

month, which the petitioner has been depositing in MRC No.639/2006 and the earlier rent agreement showing rent at the rate of Rs.85,000/- has expired. He has referred to each and every agreement, which was executed by and between the petitioner and respondent No.1 right from 01.01.1999. The petitioner herself has filed all these agreements. Every year, admittedly, the petitioner has entered into two agreements with the respondent containing two different rates of rent in respect of the same premises. There are four agreements dated 01.1.1999, 01.12.1999, 01.11.2000 and 01.10.2001, in which the rate of rent is unchanged at Rs.12,000/- per month and four other agreements of same dates showing consistent increase in the rate of rent from Rs.50,000/- to Rs.52,500/- then to Rs.55,125/- and Rs.57,881/- respectively. The petitioner has also filed two more agreements dated 01.9.2002 and dated 01.8.2003 showing further increase in the rate of rent at Rs.60,775/- and Rs.63,814/- per month respectively. All these agreements are prior to the rent agreement dated 01.6.2005 showing rate of rent at Rs.85,000/- per month. The petitioner has also filed one more rent agreement dated 01.5.2006 showing rate of rent at Rs.25,000/- per month. However, her counsel contends that since the rent in terms of the agreement dated 01.5.2006 was not accepted by the respondent the entire rent at the rate of Rs.25,000/- from May 2006 for eleven months has been deposited in court under MRC No.639/2006. According to him the Rent Controller has not given weight to the agreement dated 01.5.2006 which was the last subsisting agreement and, therefore, the determination of rent, irrespective of the fact that it was tentative, was not a result of proper inquiry done by him. His other contention was that the order by itself was illegal also on the ground that the amount so deposited by the petitioner in the MRC has not been adjusted by the Rent Controller. He has stressed on the point that since the learned Rent Controller has not mentioned the "amount of arrears" to be deposited by the petitioner within 30 days', the petitioner cannot be held guilty of default for not depositing the arrears of rent within 30 days. This failure of the Rent Controller according to the learned counsel for the petitioner has rendered the order vague, indefinite and against the spirit of law and thus

penal action was not a proper application of law. In support of his contention learned counsel for the petitioner has relied upon the following case law: -

- i. 1996 MLD 1895 (*Muhammad Nawaz v. Muhammad Hayat*)
- ii. 1990 CLC 1170 (*Habib Bank Ltd. v. Noor Ahmed*)
- iii. 2013 YLR 2247 (*Zahid Hussain Rathore v. President, All Pakistan Women Association*)
- iv. PLD 1964 (W.P.) Karachi 418 (*Ahsan Ali v. Jaffar Ali*)
- v. 1991 SCMR 986 (*Asad Brothers v. Ibadat Yar Khan*)
- vi. PLD 1988 SC 190 (*Zarina Khawaja v. Mahboob Shah*)
- vii. PLD 1982 Karachi 107 (*Muhammad Aslam v. Muhammad Umar*)

9. In rebuttal, Mr. Faisal Siddqui, learned counsel for the respondents has filed detailed objection / counter affidavit to the petition. The petitioner has not filed any affidavit in rejoinder to the objection / counter affidavit filed by the learned counsel for the respondents. He has contended that the tentative rent order was in conformity with the requirement of inquiry envisaged under section 16(1) of the SRPO, 1979, since the nature of the determination of the rent is tentative and it cannot be assailed on the ground that the Rent Controller has not accepted the rent as alleged by one party as against the rate of rent alleged by the other party. According to him, the Rent Controller had examined the documents filed by either sides for the purpose of an inquiry to arrive at a tentative conclusion. He further contended that the petitioner has not disputed two rent agreements as she herself has placed on record all the previous agreements of rent and the Rent Controller while tentatively determining the rate of rent, had in his view the very fact that the contents of paragraph 4 of ejectment application have not been denied and disputed by the petitioner in her written statement. He has further contended that the rent agreement showing higher rent has always been acted upon by the petitioner while tendering rent at the rate of rent mentioned in the said agreement. The last rent paid by the petitioner to the respondents was upto the month of April 2006 and it was paid at the rate of Rs.85000/- therefore it does not appeal to the senses that the rent from May 2006 onward was reduced from Rs.85000/- per month to the figure of only Rs.25000/-. He has drawn my attention to the table showing summary of payment of rent paid through

cheques by the petitioner under various agreements right from January, 1999 till April, 2006 wherein according to him the last paid rent was at the rate of Rs.85,000/- per month. The same schedule of payment of rent was placed before the appellate Court in their counter affidavit / objection by the respondents. The Petitioner has not denied or disputed that rent at the rate of Rs.85000/- per month was paid by her to the respondent till April 2006. The Rent Controller at the time of passing tentative rent order was, therefore, justified in tentative determination of rent at the rate of Rs.85,000/- per month as he kept in view the contents of the written statement of petitioner while directing the petitioner to deposit rent at the rate of Rs.85,000/- per month pending the rent case. In reply to the contention of the petitioner's counsel that the tentative rent order was vague, the counsel for the respondents has categorically stated that the direction of Rent Controller to the petitioner to deposit future monthly rent at the rate of Rs.85,000/- per month on or before the 10th of English calendar month without fail was not vague to be ignored by the petitioner. In support of his contentions the learned counsel for the respondents has relied upon the following case law: -

- i. PLD 1991 SC 484 (*Rahimuddin v. Jalaluddin*)
- ii. PLD 1988 SC 190 (*Zarina Khawaja v. Mahboob Shah*)
- iii. PLD 1983 Lahore 27 (*Sultan Muhammad v. Saeed Ahmed*)
- iv. PLD 1983 SC 1 (*Akhtar Jehan Begum v. Muhammad Azam Khan*)
- v. PLD 1990 SC 1201 (*Muhammad Amin v. Ghulam Nabi*)
- vi. 2008 CLC 387 (*Muhammad Rafique v. Muhammad Rafique*)
- vii. 1987 MLD 2741 (*Fazal Karim v. Muhammad Daud*)

He has also questioned the maintainability of the petition against the concurrent findings of the two Courts. Learned counsel for the respondents has argued that the instant petition is not maintainable against the concurrent findings of the two Courts as the decision on the application under section 16(1) of the SRPO, 1979, is always based on factual controversy resolved on the basis of official record of Rent Controller.

10. Before examining the respective contentions of the learned counsel and the order impugned in this constitution petition, I would first like to examine the question of maintainability of this petition against the

concurrent findings of the Courts. In this regard the learned counsel for the petitioner has simply invoked Article 4 of the constitution of the Islamic Republic of Pakistan, 1973 relating to the inalienable right of individual to be protected and treated in accordance with law. No other contention has been advanced by the counsel for the petitioner in support of the question of maintainability of this petition. It was obvious, since this petition has arisen out of an order passed by the Rent Controller under section 16(1) of SRPO, 1979 followed by an order under section 16(2) *ibid* holding that the petitioner has failed to comply with the tentative rent order and the learned appellate Court in terms of Section 21(3) *ibid* has also found that the petitioner was guilty of non-compliance of the direction of Rent Controller to deposit the future monthly rent at the rate of Rs.85,000/- per month. Admittedly these findings are findings of facts and no evidence was required by the trial Court to come to such conclusion, therefore, general grounds available to the petitioner for impugning an appellate order in rent matters through constitution petition that the trial Court and the appellate Court have failed to read the evidence or overlooked the material facts from the evidence as grounds to maintain the constitution petition was not available to the petitioner. Similarly the petitioner has not challenged the jurisdiction of the Rent Controller and the appellate Court in terms of rent laws in arriving at the findings adverse to her interest. This is also not the case of the petitioner that these concurrent findings of facts are contrary to law laid down by the superior Courts. He has argued that since there is “no other adequate remedy provided by law” (Article 199(1) of the Constitution) against the order passed by the learned appellate Court dismissing the petitioner’s first appeal, the petitioner has a right “to move High Court” for enforcement of the fundamental right guaranteed to his client under Article 4 of the Constitution of Islamic Republic of Pakistan, 1973 (Article 199(2) of the Constitution). Therefore, before elaborating I believe it would be advantageous to reproduce the relevant articles i.e. Article 4 and Article 199 of the Constitution and the provisions of section 21(3) of SRPO, 1979.

Article 4. Right of individuals to be dealt with in accordance with law, etc. (1) *To enjoy the protection of law and to be treated in accordance with law is the inalienable right of every citizen, wherever he may be, and of every other person for the time being within Pakistan.*

(2) *in Particular –*

(a) *no action detrimental to the life, liberty, body, reputation or property of any person shall be taken except in accordance with law;*

(b).....

(c).....

Article 199. Jurisdiction of High Court.—(1) *Subject to the Constitution, a High Court may, if it is satisfied that no other adequate remedy is provided by law,—*

(a) *on the application of any aggrieved party, make an order—*

(i) *directing a person performing, within the territorial jurisdiction of the Court, functions in connection with the affairs of the Federation, or a Province or a local authority, to refrain from doing anything he is not permitted by law to do, or to do anything he is required by law to do; or*

(ii)

(b)

(i)

(ii)

(c)

(2) *Subject to the Constitution, the right to move a High Court for the enforcement of any of the Fundamental Rights conferred by Chapter 1 of Part II shall not be abridged.*

(3)

(4) *Where –*

(a) *an application is made to a High Court for an order under paragraph (a) or paragraph (c) of clause (1), and*

(b)

(i)

(ii)

(5) *In this Article, unless the context otherwise requires;*

‘person’ includes any body Politic of Corporate, any Authority of or under the control of the Federal Government or of a Provincial Government, and any ***Court or Tribunal***, other than the Supreme Court, a High Court or a Court of Tribunal established under the Law relating to the Armed Forces of Pakistan; and

Sindh Rented Premises Ordinance, 1979

Section 21 Appeal.—(1)

(2)

(3) *The appellate authority shall, after perusing the record of the case and giving the parties an opportunity of being heard and, if necessary, after making such further enquiry either by himself or by the Controller, make an appropriate order, which shall be final.*

11. Perusal of above provisions of Constitution suggests that the learned counsel for the petitioner has moved this Court for enforcement of his client’s fundamental right conferred on her under Article 4, of the Constitution which deals with “***the right of individuals to be dealt with in accordance with law***” and his further claim is that after the final order of the appellate authority in terms of Section 21(3) of SRPO, 1979, the petitioner is left with “***no other adequate remedy***” under the rent laws since the order is final and no remedy against the final is provided by law. Therefore, being aggrieved the petitioner has moved the High Court under Article 199 of the Constitution. In my humble view the grievance of the petitioner that his fundamental right to be protected by law and dealt with in accordance with law is denied since no remedy is available against the order under Section 21(3) of SRPO, 1979 is misconceived. The theory of equal protection of law and equal treatment of law applies equally on both the landlord and the tenant to be dealt with in accordance with the Rent laws.

12. The petitioner was required to satisfy the Court that how an order passed by a competent forum in exercise of an authority / power conferred on it under an specific provision of law can be regarded violation of Article 4 of the Constitution. More so when the petitioner

has not challenged the jurisdiction of the forum to pass such an order. The perusal of section 21 of SRPO, 1979 reveals that this section by itself is a remedy, which has been provided to the petitioner against the order of Rent Controller under SRPO, 1979 and the petitioner has fully availed this remedy. The language of the remedy provided under the rent laws in terms of section 21 *ibid* is quite unambiguous and the law makers have very categorically stated in sub-section (3) of section 21 of the SRPO, 1979 that the appellate authority shall, after perusing the record, hearing of the parties and if necessary after further inquiry, make an appropriate order, which ***shall be final***. The use of word ‘shall’ manifestly classifies that whoever is being subjected to a judgment / order passed by the Rent Controller under section 21(3) of SRPO, 1979 shall be deemed to have been dealt with in accordance with law and both the parties namely the landlord and the tenant shall bury their hatchet in the Court of appellate authority. The law makers by declaring that such an order “shall be final” have not violated the mandate of Article 4 of the constitution since both the landlord and the tenant stand equally protected and treated in accordance with rent law whenever either of them choose to avail the remedy of appeal under Section 21 of S.R.P.O 1979. If we accept the proposition that the order passed by the appellate authority in terms of section 21 sub-section (3) of S.R.P.O, 1979 can be challenged in constitution petition for enforcement of Article 4 of the constitution then we indirectly presume that the provisions of section 21(3) of the rent laws are repugnant and ultra vires to the constitution. The learned counsel for the petitioner has not gone that far. Therefore, as long as the provision of section 21(3) is intact and the order of appellate authority under S.R.P.O 1979 is final, a person aggrieved by final order of Rent Controller cannot assert in Courts that since “no other adequate remedy is provided by (rent) law” he is an “aggrieved party”. The perusal of Rent laws shows that it is not a situation where “no remedy is provided by law”, it is the case in which keeping in view the nature of litigation, the law makers have provided only ONE remedy of appeal as “final remedy” by law. The petitioner after availing the remedy provided by law cannot claim that she is left remediless. In these circumstances,

the case of the petitioner is that since “no remedy of second appeal is provided by law, therefore, she has “moved the High Court” and this practice has always been disapproved by the apex court in number of judgments. In this context one may refer to the following observation of Supreme Court in the judgment reported in PLD 1974 SC 139 (*Muhammad Hussain Munir and others ..Vs.. Sikandar and others*).

“It is wholly wrong to consider that the above constitutional provision was designed to empower the High Court to interfere with the decision of a Court or tribunal of inferior jurisdiction merely because in its opinion the decision is wrong. In that case, it would make the High Court’s jurisdiction indistinguishable from that exercisable in a full-fledged appeal, which plainly is not the intention of the constitution-makers.”

The Hon’ble Supreme court in 1981 following the above referred case law while affirming dismissal of a constitution petition in a rent case arising from the conflicting findings of Rent Controller and the Additional District Judge reported in PLD 1981 SC 246 (*Muhammad Sharif ..Vs.. Muhammad Afzal Sohail*) has observed as follows:-

“We are of the view that the petitioners were fully aware that a writ petition did not lie in these circumstances, but had filed it merely to gain time and delay their eviction from the shop. We have been noticing, of late, that notwithstanding the fact that the Legislature, in its wisdom has abolished the second appeal in cases under the West Pakistan Urban Rent Restriction Ordinance and has made the orders of the District Judge as final, yet the parties, probably after obtaining legal advice, have taken to filing writ petitions in the High Court against the final order passed by the appellate Court, merely to take another chance or to delay their eviction, hoping that the matter shall take considerable time to be disposed of or that in any case the High Court while dismissing their writ petition may be persuaded to allow further time for vacating the premises-in-question. The writ petitions are argued before the High Court as if they are

regular second appeals and we notice that the learned Judge of the High Court take great pains to re-appraise the evidence and to consider each and every contention raised by the petitioner's side before deciding the petition without realizing that, more often than not, such petitions are merely a devise to circumvent the amendment in the law and defeat the obvious intention of the Legislature, namely, a speedy determination of cases under the Urban Rent Restriction Ordinance. Such frivolous applications not only cause the poor litigants to incur necessary expenditure but also result in the waste of valuable public time and should, therefore, be discouraged by the High Court. It has been repeatedly held that a tribunal having jurisdiction to decide the matter is competent to decide it rightly or wrongly and the mere fact that another conclusion could be arrived at from the evidence does not make it a case for interference in the exercise of its constitutional jurisdiction.” (Under lining is provided for emphasis).

13. Coming back to the contentions raised by the petitioner and the Respondent as well as the case law cited by them and incorporated in para 8 & 9 of this judgment, suffice is to say that these are perfect arguments to be advanced before an Appellate Court. Such arguments may provide a good ground for interference in the impugned judgment to upset, modify or affirm the same by the appellate authority but none of these arguments and the case law can be employed to persuaded a court exercising extra ordinary constitutional jurisdiction to hold that appellate authority has violated any fundamental right of appellant while holding that “nothing is on record that the appellant (petitioner) in respect of direction of future monthly rent has complied with”. It may be a weak expression. But it was definitely in accordance with the mandate of Section 16(2) of the SRPO, 1979 which reads;

16. Arrears of rent.—(1)

(2) Where the tenant has failed to deposit the arrears of rent or to pay monthly rent under subsection (1), his defence shall be struck off and the landlord shall be put into

possession of the premises within such period as may be specified by the Controller in the order made in this behalf.

(3).....

14. The use of the word or indicates that the direction to deposit arrears of rent and to pay monthly rent are two separate sacred duties of tenant and in case of default of both OR either “shall” result in penal consequences. The use of word “or” in section 16(2) of SRPO, 1979 is disjunctive. Therefore, in given facts of the case, I am afraid even appellate court would have not been persuaded to interfere in the concurrent findings of the two Courts below. Therefore, I am not inclined to accept that the petition is maintainable against the concurrent findings of the two Courts below on the pretext that “no other adequate remedy is provided by law” against the final order under rent laws or that such finality attached to the order of appellate authority violates the constitutional guarantees provided under Article 4 of the constitution to the petitioner.

15. The petition in hand has consumed almost five years since the final order of ejectment is dated 03.8.2009 and the execution application which was fixed for hearing on 14.11.2009 was stayed by this court on 13.11.2009 while hearing CMA No.2729/2009 in the following terms.

3. Learned counsel submits that execution application is fixed for hearing tomorrow. In the meanwhile, though the trial Court may proceed with the execution application, no final order shall be passed till next date. Adjourned to 19.11.2009.

The said CMA No.2729/2009 was also listed for hearing when after five years learned counsel finally advanced their arguments, therefore, this petition has achieved its purpose as observed by the Honourable Supreme Court in the first four line of the passage quoted above from PLD 1981 SC 246

16. In view of above discussion this petition is dismissed and the pending CMA No. 2729/2009 also stand dismissed. The petitioner is directed to vacate the demised premises within 30 days from today

without further waiting for the notice from the executing court seized of execution proceeding since 2009. In case of failure of the petitioner to vacate the premises within 30 days the executing court shall issue writ of possession with police aid to accomplish the task of vacation of the premises by the petitioner and to hand over the same to respondents No.1 & 2.

JUDGE

Karachi

Dated: _____

Zahid/* SM/*