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Judgment Sheet

IN THE LAHORE HIGH COURT,
BAHAWALPUR BENCH, BAHAWALPUR
JUDICIAL DEPARTMENT

....

Writ Petition No.3631 of 2015/BWP.

Falak Sher, etc.

Versus

Hashmat Bibi, etc.

J U D G M E N T.

Date of hearing:	**21.02.2024.**
Petitioners by:	Mr. Asif Imran Teja, Advocate.
Respondents by:	Sheikh Irfan Karim-ud-Din, Advocate.

AHMAD NADEEM ARSHAD, J. Through this Constitutional Petition, petitioners assailed the vires of judgments and memos of cost of the Courts below whereby their application under Section 12(2) C.P.C. was dismissed concurrently.

2. Facts in brevity are that predecessors of the respondents namely Abdul Ghaffar and Abdul Sattar instituted a suit for possession through pre-emption on 10.03.1990 against the petitioners before the Court of Civil Judge 1st Class, Haroonabad, Camp at Fortabbas and pre-empted the sale affected through mutation No.85 dated 12.03.1989 whereby land measuring 85 Kanals was sold by Alam Khan s/o Langar Khan to the petitioners for a consideration of Rs.23,000/-; that suit was resisted through filing contesting written statement on 01.10.1990; that learned Trial Court, keeping in view divergent pleadings of the parties framed

necessary issues on 29.10.1990; that the learned Trial Court transmitted the file to the District Judge Bahawalnagar for onward entrustment as parties posed lack of confidence; that file was received on 05.03.1991 and on behalf of the plaintiffs Sheikh Karim-ud-Din Advocate submitted his power of attorney, whereas, on behalf of the defendants Muhammad Iqbal Sohail, Advocate submitted power of attorney; that the case was entrusted to the Court of Civil Judge 1st Class, Bahawalnagar, with direction to the parties to appear before the said Court on 09.03.1991; that thereafter on behalf of defendants *Vakalatnama* was filed by Mirza Atta Ullah Qamar Advocate on 27.04.1991; that plaintiffs' oral as well as documentary evidence was completed on 19.10.1991 and the case was adjourned for evidence of the defendants; that defendants moved an application on 07.01.1992 under Order VII Rule 11 C.P.C. for rejection of plaint; that plaintiffs filed its contesting written reply on 07.03.1992; that the learned Trial Court allowed the same by rejecting the plaint vide order dated 28.02.1993 and resultantly the suit was dismissed vide decree dated 28.02.1993; that feeling aggrieved, plaintiffs preferred an appeal which was dismissed vide judgment & decree dated 12.02.1996; that plaintiffs assailed both the decrees before this Court through filing revision petition (C.R. No.525 of 1994/BWP) which was allowed by this Court vide order dated 15.06.1999 and the matter was remanded to the learned Trial Court in the following terms:

> "*In this view of the matter, the impugned order is set-aside and the case is remanded to the learned Civil Judge with the*

> *direction that he should complete the evidence and decide the suit in toto by attending to the issue involved including the issue of limitation."*

That after remand of the case, defendants concluded their oral evidence on 05.11.2002 and closed their documentary evidence on 08.11.2002; that the Court vide order dated 08.11.2002 adjourned the matter to 19.11.2002 for rebuttal evidence; that case was adjourned 17 times for one pretext or other and lastly it was adjourned to 22.06.2004 for rebuttal evidence with warning of last opportunity; that on 22.06.2004 when the case was fixed for rebuttal evidence of the plaintiffs, learned counsel for the defendants namely Mirza Atta Ullah Qamar appeared and maintained that compromise has been affected between the parties and defendants have no objection to decree the suit; that in the light of said statement, the learned Trial Court decreed the suit subject to payment of remaining consideration amount of Rs.18,400/- within a period of 30-days with the caution that if plaintiffs failed to pay the remaining consideration amount, the suit would be deemed to be dismissed; that the defendants, who are petitioners of instant petition, challenged said statement of their counsel, judgment & decree by moving an application on 18.01.2005 under Section 12(2) of the Code of Civil Procedure, 1908 with the contention that respondents/plaintiffs obtained the decree through fraud and mis-representation as neither any compromise has been affected between the parties nor they gave any authority to their counsel to get the suit decreed through compromise; that the respondents contested the application through filing written reply

wherein they raised certain preliminary objections and specifically pleaded that the suit was decreed on the instructions of petitioners; that the learned Trial Court, in the light of divergent stances of the parties framed necessary issues and invited them to produce their evidence in support of their respective stances; that learned Trial Court, after recording evidence of the parties pro & contra, oral as well as documentary, dismissed the application vide judgment & memo of cost dated 06.10.2012; that feeling aggrieved, the petitioners assailed said order through filing a revision petition which also met the same fate and dismissed by the learned Revisional Court vide judgment/memo of cost dated 02.05.2015. Being dissatisfied, the petitioners approached this Court through instant Constitutional Petition.

3. Learned counsel appearing on behalf of the petitioners *inter-alia* contends that impugned judgments & memos of cost are against the facts & law and result of mis-reading and non-reading of evidence. He adds that respondents instituted suit for possession through pre-emption which was hotly contested by the petitioners and after conclusion of trial there was no occasion to make compromise with them and get decreed their suit in the year 2004 for a consideration of Rs.23,000/- which was paid in the year 1989. He further maintained that the petitioners neither compromised with the respondents nor gave any authority to their counsel to make statement of compromise before the learned Trial Court. He also argued that respondents with collusion of their counsel got decreed their suit by playing fraud with the petitioners and prayed for

acceptance of this petition, setting aside of judgments dated 06.10.2012 & 02.05.2015 and as a consequence thereof setting aside of impugned judgment & decree dated 22.06.2004.

4. Conversely, learned counsel representing the respondents vehemently opposed the contentions of learned counsel for the petitioners and defended the impugned judgments & memos of cost by maintaining that there is no denial to the fact that petitioners engaged Mirza Atta Ullah Qamar, Advocate as their counsel, who represented them for 11 years and they did not pose any lack of confidence upon him; that being attorney of petitioners said Advocate had authority to make statement of compromise and get the suit decreed. In last, he prayed for dismissal of this petition.

5. I have heard learned counsel for the parties at full length and perused the record with their able assistance.

6. Admittedly, respondents instituted a suit for possession through pre-emption on 10.03.1990 whereby they pre-empted the sale affected through mutation No.85 dated 12.03.1989. It is matter of record that said suit was hotly contested and matter went upto this Court and after remand affirmative evidence of the parties was completed. After the longstanding period of 14 years when the case was fixed for rebuttal evidence, the case was decreed on the statement of learned counsel for the defendants (petitioners). Petitioners challenged said judgment & decree on the grounds of fraud and mis-representation by maintaining that neither they compromised with the respondents nor they gave any authority to

their counsel to make any statement of compromise and got decreed the respondents' suit.

7. Petitioners specifically pleaded their stance in para No.3 and para No.8 of their application under Section 12(2) C.P.C. which is reproduced in verbatim as under:

"یہ کہ سائلان / مدعا علیہم اچانک ایک رشتے دار کی فوتیدگی کی وجہ سے مورخہ 22/06/04 کو عدالت جناب والہ میں نہ آسکے نہ ہی مسئول علیہ نمبر3 کو یہ ہدایت دی کہ ان کے ہمراہ مدعیان / مسئول علیہم 1-A to 1-E سے راضی نامہ ہوچکا ہے۔ مسئول علیہ نمبر3 نے بلا رضامندی سائلان عدم حاضری لاعلمی مدعا علیہم ہمراہ مدعیان ساز باز ہوکر محض لالچ دنیاوی و طمع نفسانی کے پیشِ نظر خلافِ مفاد سائلان بیان راضی نامہ مورخہ 22/06/04 قلمبند کروادیا ہے۔"

"سائلان نے کبھی بھی مسئول علیہم 1-A to 1-E و2 و دیگر رشتے داران مسئول علیہم کے ساتھ راضی نامہ نہ کیا ہے نہ ہی مسئول علیہ نمبر3 کو راضی نامہ کرنے کی ہدایت واختیار دیا ہے۔"

Respondents, in their written reply pleaded as under:

"کونسل سائلان نے فریقین کے راضی نامہ کے مطابق بیان قلمبند کراکر دعویٰ ڈگری کرایا تھا۔ سائلان اپنے کونسل کے بیان کے پابند ہیں۔ سائلان اب راضی نامہ سے منحرف ہوگئے ہیں۔ سائلان سے کوئی دھوکہ یا فراڈ نہ ہوا ہے۔"

8. The learned Trial Court reduced the said controversy in the following terms:

1. *Whether judgment & decree dated 22.06.2004 is result of fraud? OPA*

2. *Whether learned counsel for the petitioners in the original suit/respondent No.3 gave statement in the Court on the direction of petitioners and petitioners are bound by the statement of their counsel, this petition is false and frivolous and respondents are entitled to get special costs? OPR*

9. It is matter of record that when the case was transferred to the Court of Civil Judge, Bahawalnagar, Muhammad Iqbal Sohail, Advocate submitted his power of attorney on behalf of the defendants on 09.03.1991. Thereafter, without cancelling the earlier power of attorney a fresh *Vakalatnama* was filed from defendants side by Mirza Atta Ullah Qamar Advocate on 27.04.1991. It means

that defendants were being represented by two counsel on 22.06.2004 but only Mirza Atta Ullah Qamar, Advocate, got recorded the statement on the said date. Petitioners, in their petition, alleged that said Mirza Atta Ullah Qamar Advocate with the collusion of respondents made a fraud with them by getting the suit of respondents decreed. Petitioners impleaded said Mirza Atta Ullah Qamar, Advocate, as respondent No.3 in his application u/s 12(2) C.P.C. Said Advocate was served personally who appeared before the Court on 05.12.2012 and prayed for an adjournment to file written reply but he failed to file the same on 04.01.2006, 13.02.2006 and 13.03.2006. On 13.03.2006 he absented from the proceedings, hence, *ex-parte* proceedings were initiated against him. Thereafter, he died, therefore, his statement could not be recorded and his stance could not come on record.

10. Before further discussion, it is better to see the proceedings conducted on 22.06.2004 and judgment passed on it.

"22-06-2004

کونسل فریقین حاضر۔ امروز آخری موقع برائے تردیدی شہادت مدعیان تھا۔ کونسل فریقین بیانی ہیں کہ مابین فریقین راضی نامہ ہو گیا ہے۔ اس نسبت بیانات قلمبند کرانا چاہتے ہیں۔ بیانات قلمبند ہوں۔

بیان ازاں مرزا عطاء اللہ قمر ایڈووکیٹ، کونسل مدعا علیہم نمبر 1 تا 4۔

بلا حلف بیان کیا کہ مابین فریقین راضی نامہ ہو گیا ہے۔ حسبِ ہدایت موکلان دعویٰ مدعیان ڈگری کیے جانے پر اعتراض نہ ہے بشرطیکہ خرچہ مقدمہ بذمہ فریقین رہے۔ سنکر درست تسلیم کیا۔"

11. At the margin of the order-sheet, his signature is available. At the end of his statement, the learned Trial Court also written as under:

"بیان کونسل"

12. Although said words are written but neither statement of learned counsel for the plaintiffs was recorded nor his signature was

obtained at the margin of order-sheet. Admittedly, at the time of recording of said statements neither plaintiffs nor defendants were in attendance before the Court as signatures or presence has not been marked anywhere in that order. Although, the learned Trial Court described that counsel for the parties wanted to get record their statement but neither statement of learned counsel for the plaintiffs was recorded nor his signature was available on the margin of order-sheet which reflects that said counsel was also not available at that time. In the light of statement of Mirza Atta Ullah Qamar Advocate the learned Trial Court passed the order in the following terms:

> "*In the light of statement of the learned counsel for the defendants, Mirza Atta Ullah Qamar, the instant suit for recovery of possession through pre-emption is decreed in the favour of the plaintiffs on the basis of compromise arrived at between the parties. The 1/5th of the suit transaction i.e. Zar-i-Punjum Rs.4600/- has already been deposited in the Court. In addition to the already deposited Zar-i-Punjum, the plaintiff would deposit further Rs.18,400/-, the remaining sale price in the Court within one month from today which the defendants would be entitled to receive and subject to above condition, the suit is decreed in favour of the plaintiffs, otherwise the suit of the plaintiffs would be deemed to be dismissed. Parties to bear their own cost.***"***

13. It is matter of record that neither respondents/plaintiffs deposited the remaining consideration amount within stipulated period in the Court nor petitioners had withdrawn the *Zar-i-Punjum*. There is no evidence on record to suggest that petitioners tried to withdraw the amount deposited by the respondents. Had there been any compromise affected between the parties, the petitioners would

definitely have withdrawn as that said amount in the year 2004 was having substantial value.

14. Petitioners specifically pleaded in their application that neither any compromise has been affected between the parties nor they gave any authority to their counsel to get recorded the statement of compromise and decree the suit. The suit remained pending for about 14 years and it was hotly contested by the petitioners. In one round of litigation, the matter went upto this Court. It is strange that petitioners compromised the suit after lapse of 14 years when evidence of the parties had already been completed and the matter was fixed for rebuttal evidence of the respondents. It is also noted that alleged compromise had been affected without settling any terms & conditions and without reducing said terms and conditions in writing. Petitioners purchased the property measuring 85 Kanals through mutation No.85 dated 12.03.1989 for a consideration of Rs.23,000/- and the same was allegedly decreed to the respondents in the light of alleged compromise for the same consideration i.e. Rs.23,000/- in the year 2004 after lapse of 15 years. Admittedly, price of the properties were enhanced with the passage of time.

15. The suit was decreed on the sole statement of petitioners' counsel namely Mirza Atta Ullah Qamar, Advocate. Petitioners denied the fact regarding giving any authority to their counsel to make any statement of compromise, whereas, the stance of the respondents is that the said counsel was having such authority. As discussed earlier, stance of the Mirza Atta Ullah Qamar could not be brought on record either in the form of written reply or through his

statement. Later on, he died. In this regard, the material document was the *Vakalatnama* executed in favour of Mirza Atta Ullah Qamar Advocate by the petitioners. Although, it was duty of the respondents to bring on record said *Vakalatnama* in their evidence as onus of proving issue No.2 was placed upon them but none of the parties brought the same *Vakalatnama* on record. In order to reach a just conclusion, this Court summoned the original file of suit titled "Mst. Hashmat Bibi etc. V. Falak Sher, etc." wherein said *Vakalatnama* is available. Through said *Vakalatnama*, petitioners engaged Mirza Atta Ullah Qamar Advocate on the following terms:

"مقدمہ مندرجہ عنوان میں اپنی طرف سے بمقام بہاولنگر برائے پیروی وجوابدہی مرزا عطاء اللہ قمر ایڈووکیٹ بہاولنگر کو بدیں بشرط مقرر کیا ہے کہ میں ہر پیشی پر خود یا بذریعہ مختارِ خاص بروز پیشی حاضر ہوتا رہوں گا اور بروقت پکارے جانے وکیل صاحب موصوف کو اطلاع دے کر حاضر عدالت کروں گا۔ اگر پیشی پر مظہر حاضر نہ ہوا اور مقدمہ میری غیر حاضری کی وجہ سے کسی طور پر میرے برخلاف ہو گیا تو صاحب موصوف اس کے کسی طرح ذمہ دار نہ ہوں گے۔ اگر مقدمہ صاحب مذکور کی کسی دانستہ غفلت سے میرے برخلاف ہو گیا تو صاحب موصوف تاحد مختتانہ نقصانات یا ہرجانہ کے ذمہ دار نہ ہوں گے۔ لیکن وکیل موصوف صدر مقام کچہری کے علاوہ اور جگہ سماعت ہونے یا بروز تعطیل یا کچہری کے اوقات سے پیچھے ہونے یا مظہر کو کوئی نقصان پہنچے تو اس کے ذمہ دار اس کے واسطے کسی معاوضہ ادا کرنے یا مختتانہ واپس کرنے کے بھی صاحبِ موصوف ذمہ دار نہ ہوں گے۔ مجھ کو کل ساختہ پرداختہ صاحب موصوف مسل کردہ ذاتِ خود قبول ہو اور صاحب موصوف کو عرضی دعویٰ اور اجراء درخواست برآمدگی، درخواست منسوخی ڈگری یکطرفہ، درخواست حکم امتناعی یا قرقی یا گرفتاری قبل از فیصلہ اجراڈگری بھی صاحب موصوف بشرطِ ادائیگی علیحدہ مختتانہ پیروی کا اختیار ہو گا کہ مقدمہ مذکور یا اس کے کسی جزو کی کارروائی کے واسطے کسی دوسرے وکیل یا بیرسٹر کو بجائے اپنے یا اپنے ہمراہ مقرر کریں اور ایسے مشیر قانونی کو ہر امر میں اور ویسے ہی اختیارات حاصل ہوں گے جیسے صاحب موصوف کو حاصل ہیں اور دورانِ مقدمہ میں جو کچھ ہرجانہ التوا پڑے گا وہ صاحب موصوف کو پورا اختیار ہو گا کہ وہ مقدمہ کی پیروی نہ کریں اور ایسی صورت میں میرا کوئی مطالبہ کسی قسم کا صاحب موصوف کے برخلاف نہ ہو گا۔ نیز رقومات داخل کردہ کی ہر طرح وصولی بذریعہ چیک ہائے وغیرہ کی اختیار وکیل صاحب موصوف کو ہو گا۔ لہٰذا یہ مختار نامہ لکھ دیا ہے کہ سند رہے۔ مختار نامہ سن لیا اور اچھی طرح سمجھ لیا ہے اور منظور ہے۔"

16. Petitioners No.1 & 3 put their thumb impression, whereas, petitioners No.2 & 4 made their signatures. Perusal of said

Vakalatnama, it appears that neither any authority was given to Mirza Atta Ullah Qamar Advocate to make any statement of compromise nor permission was given to get decree the suit of the respondents on the basis of compromise.

17. There is no evidence on the record to suggest that any compromise was affected between the parties. Neither any terms and conditions of said compromise were reduced into writing nor produced before the Court. During the course of evidence, respondents introduced a new story which is quite alien from their written reply. They maintained that a murder case was registered against them and petitioners No.1 & 3 were witnesses of the said case and in the said murder case compromise was affected for Rs.10,00,000/- and it was also settled that pre-emption case would also be decided on the basis of compromise and Falak Sher etc. agreed that they would get record the compromising statement. It is further maintained that on the date of hearing Falak Sher etc. attended the Court along with their counsel Mirza Atta Ullah Qamar Advocate and asked him to get record his statement for decreeing the suit on the basis of compromise. Exact deposition of R.W.1 Muhammad Ramzan (respondent No.2) is as under:

> "ہمارا سالان فلک شیر وغیرہ کے ساتھ قتل کا مقدمہ چلتا تھا اس میں مرزا اور فلک شیر وغیرہ گواہان تھے۔ اس قتل کیس میں راضی نامہ ہو گیا تھا۔ راضی نامہ کے تحت طے پایا تھا کہ دعویٰ شفع کا بھی فیصلہ ہو گیا تھا۔ مبلغ دس لاکھ روپے میں قتل والے کیس میں صلح ہوئی تھی اور یہ بھی طے پایا تھا کہ فلک شیر وغیرہ دعویٰ شفع میں اپنے وکیل صاحب کو دعویٰ ڈگری کرانے کی بابت کہیں گے پھر پیشی والے روز فلک شیر وغیرہ عدالت آئے اور انہوں نے مرزا عطاء اللہ قمر ایڈووکیٹ کو کہا کہ ہماری صلح ہو گئی ہے آپ بیان دے کر دعویٰ شفع ڈگری کروادیں۔ جس دن دعویٰ ڈگری ہوا اس روز مرزا اور فلک شیر بھی عدالت میں موجود تھے اور ان کے کہنے پر ان کے وکیل مرزا عطاء اللہ قمر صاحب نے بیان دیا تھا۔"

18. First of all, the story brought during the evidence regarding a murder case is alien to the written reply of the respondents as there is nothing mentioned regarding compromise in the pre-emption case on the basis of compromise in a murder case. Hence, story being beyond pleadings is not believable.

19. Next version taken during the evidence is that Falak Sher and Mirza attended the Court on the fateful day along with their counsel Mirza Atta Ullah Qamar Advocate who asked their counsel to get record statement regarding compromise. This facts was also not pleaded in the written reply by the respondents. Moreover, attendance of Falak Sher and Mirza is not reflecting in the order dated 22.06.2004 (Exh.A.7).

20. Both the Courts below dismissed the petitioners' application on the ground that it is settled principle of law that every lawyer engaged by a party has implied authority to enter into compromise even no specific power has been conferred upon him. No doubt, through engaging a counsel and by giving him *Vakalatnama* (power of attorney) a party gives him an authorization for doing certain acts with regard to the suit. But said authorization was not unqualified and unrestricted. The counsel has to work and to act within the scope of authority given to him. In this regard, the wording of the power of attorney should be strictly construed.

21. Hon'ble Supreme Court of Pakistan in a case titled as "*MUHAMMAD AKHTAR versus Mst. MANNA and 3 others*" (**2001 SCMR 1700**) while describing that the power of attorney must be strictly construed observed as under: -

> *"It is well settled by now that the power of attorney must be strictly construed and it is necessary to show that on a fair construction of the whole instrument the authority in question may be found within the four corners of the instrument either in express terms or by necessary implication."*

Said dictum was endorsed in the case titled "*MUHAMMAD YASIN and another versus DOST MUHAMMAD through Legal Heirs and another*" (**PLD 2002 SC 71**) in following terms: -

> *"It is also well known principle of law that all such instruments of power of attorney in pursuance whereof attorney is authorized to act on behalf of principal are to be construed strictly."*

22. Power of attorney must be construed strictly as giving only such authority as is conferred expressly or by necessary implication and it cannot empower beyond what it really conveys and its contents must be taken into consideration as a whole. Power of attorney only gives that power which is specifically mentioned therein.

23. The power of attorney (*Vakalatnama*) does not confer impliedly the power of compromise on the counsel or to make any statement to withdraw the suit or to get decree the suit, until and unless such powers have been specifically given to the attorney.

24. There is hardly any doubt that if the power to do an act has not been specifically given to an attorney, such an act, whether compromise or otherwise, is of no legal consequence at the option of the concerned party.

25. The august Supreme Court of Pakistan while refusing to grant leave to appeal in a case titled "*MUHAMMAD HUSSAIN AND*

OTHERS V. MST. HANAF ILAHI AND OTHERS" ***(2005 SCMR 1121)*** observed as under:

> *"The only point involved in this case is, whether the learned counsel appearing for respondent No. 1, had the authority to withdraw the suit in the circumstances of the case in hand. The learned Single Judge of the High Court has dealt with this matter in extenso and has come to a definite conclusion that no such instructions were ever imparted by the lady to her counsel nor they are reflected from the power of attorney executed by her. The learned Single Judge, after advancing valid reasons, has exercised the discretion properly and no exception can be taken to the same."*

In another case where the authority of compromise was given to the counsel through *Vakalatnama* declared that said authority was neither absolute nor unqualified rather it was conditional with a settlement arrived at by the party and while deciding the said case titled "*ABDUL SHAKOOR AND OTHERS V. HAROON AND OTHERS"* ***(2008 SCMR 896)***, august Supreme Court of Pakistan held as under:

> *"Though on the Vakalatnama given to Mr. A.P.F. Fances, Advocate it was endorsed that "we further authorize our advocate to compromise the suit and enter into any settlement arrived at by the parties". Though learned counsel appearing on behalf of respondents was authorized to compromise the suit on their behalf but this authority was neither absolute nor unqualified. In fact it was conditioned with a settlement arrived at by the parties. The counsel as such could not be deemed to be authorized to enter into compromise in relation to the suit without any settlement having been arrived at between the parties themselves. The power to compound or settle the matter is vested with the parties and counsel acts according to the instructions given to him by the party. He may enter into compromise only where the Vakalatnama empowers him to do so specifically and cannot do so at his own."*

26. Valuable rights of the parties are involved in the lis, therefore, while deciding the case on the basis of compromise, the Court should apply maximum care and caution to ascertain that whether the parties are agreed to the statement of compromise given by their counsel.

27. In the present case, the petitioners engaged Mirza Atta Ullah Qamar Advocate to pursue their case diligently and efficiently. They never authorized him to make any statement of compromise or to get the suit decreed on the basis of compromise. Neither any authority through *Vakalatnama* was given to him to make compromise with the opposite party or to get the suit decreed on the basis of compromise, therefore, the statement made by the petitioners' counsel is not binding upon them.

28. In view of the above, learned Courts below committed illegality while dismissing the application of the petitioners under Section 12(2) C.P.C. The Courts below have not applied their judicial mind and decided the matter on surmises and conjectures.

29. For the foregoing reasons, this petition is ***accepted*** and judgments/memos of cost dated 06.10.2012 & 02.05.2015 are ***set-aside***. Consequently, judgment & decree dated 22.06.2004 is also ***set-aside***. The suit would be deemed to be pending before the learned Trial Court who shall decide the same expeditiously, preferably within a period of 03 months from the receipt of certified copy of this judgment, under intimation to this Court through Deputy Registrar (Judicial) of this Bench.

30. Parties are directed to appear before learned District Judge, Bahawalnagar, on 11.03.2024 who shall entrust the suit to the Court of competent jurisdiction for its decision in accordance with law.

(AHMAD NADEEM ARSHAD)
JUDGE.

APPROVED FOR REPORTING.

JUDGE.

*M. Arsalan**