

Stereo HCJDA-38
JUDGMENT SHEET
LAHORE HIGH COURT LAHORE
JUDICIAL DEPARTMENT
Writ Petition No.31543/2021

(Khurram Shahzad v. Zeeshan Nawaz, etc.)

JUDGMENT

Dates of Hearing:	10.06.2021, 26.01.2023, 02.02.2023, 02.03.2023 and 28.04.2023
Petitioner by:	Ch. Rashid Abdullah, Advocate.
Respondent No.1 by:	Mr. Sajjad Ahmad Joiya, Advocate.

Anwaar Hussain, J: This single judgment shall decide the present as well as the connected constitutional petitions, listed in **Schedule ‘A’** of this judgment. These petitions have been filed by different individuals against the same private respondent, namely, Zeeshan Nawaz (hereinafter referred to as “**the respondent/landlord**”) who filed separate eviction petitions against the petitioners. The eviction petitions were accepted and separate appeals preferred by the petitioners were also dismissed.

2. The rented premises forming subject matter of the present petitions are shops having different numbers, forming part of property bearing No. BVII-612-613 known as *Chashma* Market situated in Main Bazar, Daska (hereinafter referred to as “**the building**” and the shops are referred to as “**the rented premises**”). Applications of the petitioners for leave to contest were allowed wherein they all denied relationship of landlord and tenant by taking a common plea/defence that they are occupying their respective rented premises, under one Suleman Shahid s/o Shahid Iqbal and not the respondent/landlord and are paying rent regularly to him. This common defence was discarded

by the learned Special Judge (Rent), Daska (“**the learned Rent Tribunal**”) and the eviction petitions of the respondent/landlord were accepted. Appeals preferred by the petitioners met the same fate and hence, the constitutional petitions have been filed reiterating the same common plea that the petitioners are tenants under Suleman Shahid. The final orders passed by the learned Rent Tribunal in all the cases are even dated i.e., 28.01.2021 that have been upheld in appeals by judgments of even date i.e., 27.02.2021 passed by the learned Additional District Judge, Daska. Since common defence and identical question of law is involved in these petitions, therefore, the same are being decided through this single judgment. For facility of reference in this judgment, source file is taken as that of the present constitutional petition.

3. On behalf of the petitioners, the arguments were initially put forth by Malik Abdul Wahid, Advocate when the matter was heard on multiple dates of hearing but he could not conclude the arguments due to his illness and gave ‘No Objection Certificate’ to Ch. Rashid Abdullah, Advocate who reiterated the arguments advanced by the former and concluded the submissions on 28.04.2023. Ch. Rashid Abdullah, Advocate submits that the learned Rent Tribunal as well as the learned Appellate Court below have erred in appreciating the fact as there was no tenancy between the petitioners and the respondent/landlord, inasmuch as earlier, separate applications, under Section 5 of the Punjab Rented Premises Act, 2009 (hereinafter referred to as “**the Act**”) for registration of the tenancy agreements in respect of the rented premises, moved by father of respondent/landlord, namely, Muhammad Nawaz, against the petitioners and/or their predecessors-in-interest, were dismissed by the learned Rent Tribunal, *vide* orders of even date 26.07.2017 as the petitioners and/or their predecessors-in-interest denied relationship of landlord and tenant and the learned Rent Tribunal refused to register

the agreement against which appeals were preferred and the learned Appellate Court below also dismissed the same, *vide* orders of even date 02.12.2017 where after no further challenge was laid; hence, the said findings have attained finality and therefore, the jurisdiction of the learned Rent Tribunal could not have been invoked by filing eviction petitions merely on the basis of an observation of the learned Appellate Court below in order dated 02.12.2017 that the respondent/landlord has equitable right to seek eviction of the petitioners. Further submits that the petitioners and/or their predecessor-in-interest were inducted as tenants by one Shahid Iqbal to whom the petitioners were regularly paying the rent and after his death, rent is being regularly paid to his son, namely, Suleman Shahid. Adds that the respondent/landlord has no title to the rented premises, on the basis of which he can seek eviction of the petitioners, under the applicable law. Further avers that the learned Courts below erred in treating the Family Settlement (خانگی تقسیم), dated 16.02.1999 (hereinafter referred as "**the Family Settlement**") which is a disputed document to have conferred status of owner upon the respondent/landlord and cannot be made basis of eviction of the petitioners. Lastly, submitted that there is civil litigation pending between the respondent/landlord and Suleman Shahid regarding the title of the rented premises and this aspect of the matters has not been appreciated by the learned *fora* below.

4. Conversely, Mr. Sajjad Ahmad Joiya, Advocate, learned counsel for the respondent/landlord submits that the rented premises in-fact are part of the building that is an ancestral property belonging to grandfather of the respondent/landlord and Suleman Shahid that initially devolved upon three brothers, namely, Shahid Iqbal, Muhammad Nawaz and Imtiaz Ahmad and the same comprises of total 46 shops. Out of the said 46 shops, Shahid Iqbal, who was father of Suleman Shahid, under whom the petitioners claim to be the tenants, got his share in form of Shops No.1 to 15 whereas father of

the respondent/landlord, namely, Muhammad Nawaz was acknowledged and accepted as owner of Shops No.16 to 32 that are the numbers of the rented premises forming subject matter of the present petitions and the third brother, namely, Imtiaz Ahmad was acknowledged as owner pertaining to the remaining shops i.e., Shops No.33 to 46, under the Family Settlement, where-after Shahid Iqbal transferred his share to his wife namely, Nusrat Iqbal. Explaining the factual matrix of the case, learned counsel further avers that after executing the Family Settlement, Muhammad Nawaz, Imtiaz Ahmad and Nusrat Iqbal appointed Shahid Iqbal as their attorney, who used to manage the affairs of the building as a whole and executed various written as well as oral tenancy agreements including agreements with the petitioners and/or their predecessor-in-interest, however, the said attorney was revoked and it is in this factual background that the predecessor-in-interest of the respondent/landlord Muhammad Nawaz sought regularization of the written and/or oral tenancies in terms of Section 5 of the Act and upon denial of relationship of landlord and tenant by the petitioners, eviction proceedings were rightly initiated by the respondent/landlord against the petitioners. Further contends that the petitioners before this Court could not deny the relationship of landlord and tenant as Suleman Shahid, whom the petitioners are treating to be the owner of the rented premises, claimed ownership on the basis of an agreement to sell only that was executed by his deceased father namely, Shahid Iqbal, as attorney of Muhammad Nawaz and said power of attorney had been admittedly revoked. Further avers that civil litigation was also initiated by Suleman Shahid, on the strength of said agreement to sell, however, during the pendency of the proceedings before this Court, in present petitions, the suit instituted by Suleman Shahid has also been dismissed. Concludes that the Family Settlement is duly acknowledged by Suleman Shahid as he relied upon the Family Settlement in his claim before the learned Civil Courts, therefore, neither the petitioners, who

are admittedly occupying the rented premises as tenants, nor Suleman Shahid, can deny the genuineness of the Family Settlement.

5. Arguments heard. Record perused.
6. The present as well as connected cases have a chequered history and raise a common question of law that is based on the identical plea of the petitioners on the strength of which the cases have been strenuously argued before this Court that once the applications of the predecessor-in-interest of the respondent/landlord, under Section 5 of the Act, for regularization/registration of the tenancies with the petitioners, were dismissed, on denial of relationship of landlord and tenant by the petitioners, and the said orders attained finality after being upheld, the learned Rent Tribunal had no jurisdiction to entertain the eviction petitions filed by the respondent/landlord. Therefore, the common legal question, in these cases, that requires opinion of this Court boils down to as under:

Whether the Rent Tribunal is precluded from entertaining an application for ejectment of a tenant if an earlier application of the ejectment petitioner, for registration of tenancy agreement, under Section 5 of the Act has been dismissed by the Rent Registrar on the basis of denial of relationship of landlord and tenant?

7. Before answering the legal question and examining the merits of the case, it is imperative to highlight admitted features of the case. There is no denial that the rented premises form part of the building that is ancestral property as explained by the respondent side and consists of total 46 shops. The petitioners are occupying Shop Nos.16 to 32 and in their respective applications for leave to appear and contest before the learned Rent Tribunal, they have raised the common defence that they are in occupation of the said shops for the last few years under deceased Shahid Iqbal and after the demise of Shahid Iqbal, they are holding the rented premises as tenants under his

son Suleman Shahid. It is also admitted feature of the case that it is the second round of litigation, before this Court, in respect of the rented premises. In the earlier round of litigation, the matter was remanded on the basis of a compromise between the parties, *vide* order dated 22.05.2013 passed in W.P No.3041/2010 titled “Ijaz Ahmad v. Muhammad Imtiaz, etc.”. In the said round, deceased Shahid Iqbal represented predecessor-in-interest of the respondent/landlord, namely, Muhammad Nawaz, as the attorney of the latter and once the matter was remanded and the power of attorney in favour of deceased Shahid Iqbal was revoked, the deceased Muhammad Nawaz filed the applications for regularization/registration of the written and/or oral tenancy agreements with the petitioners, who denied the relationship of landlord/tenant between the parties and the said applications were dismissed, *vide* order dated 26.07.2017, in the following terms:

“Furthermore, the attorney of the applicant namely Shahid Iqbal entered into an agreement to sell with one Suleman Shahid regarding the rented shop and in this regard a suit for specific performance of agreement to sell is still pending adjudication. Furthermore, another suit for possession through partition and rendition of accounts titled as “Muhammad Nawaz Vs Shahid Iqbal etc.” has not yet been finally decided. Private/family partition is always subject to legal partition. There is no denial to the fact that the respondent was the tenant of Shahid Iqbal and he had been paying rent to him. There is no document on the file to even suggest that the applicant had ever received any rent from the respondent. Civil litigation regarding title is pending adjudication. Relationship of landlord and tenant is not yet established from the available record. In view of the above circumstances, the applicant remained fail to put forward a good case for registration of tenancy agreement. Resultantly, this application for registration of the tenancy agreement is dismissed being without merits.”

(*Emphasis supplied*)

When appeals were preferred by predecessor-in-interest of the respondent/landlord, the learned Appellate Court below, *vide* order dated 02.12.2017, held as under:

“10. Peculiar facts of the case are that appellant `appointed Shahid Iqbal, his brother, as agent vide Power of Attorney dated 11.03.1999 which was terminated by way of cancellation deed dated 24.08.2004. Right after cancellation of Power of Attorney, the agency came to an end and thereafter any act of agent namely Shahid Iqbal on the strength of General Attorney dated 11.03.1999 is ab initio void and inoperative on the rights of the appellant/petitioner. Notwithstanding plea of the respondent that he has been paying annual rent to the agent namely Iqbal Shahid & Suleman Shahid does not absolve himself from the liability to make payment of rent/mesne profit to the owner of property as relationship of Shahid Iqbal came to an end on termination of general attorney on 24.08.2004. Tenant should have awakened himself so as to eschew future problem and should have made payment to the owner and not to the terminated agent. This is for the benefit of the respondent to stop making payment to the terminated agent and he may start making payment to actual owner. The appellant has equitable right to evict the occupant who is the erstwhile tenant of his agent, if any, under the rented Premises Act but by the handle of plenary jurisdiction of learned Civil Court and can claim all arrears due in shape of claiming mesne profit. The appellant/petitioner may also claim previous rent received by the terminated agent in shape of mesne profits. However, this Court is of the vivid view that the learned Special Judge (Rent), Daska passed the impugned order on solid reasoning which does not call for any interference by this Appellate Court and the same is hereby upheld.”

(Emphasis supplied)

The refusal of the learned Special Judge (Rent), Daska in his capacity as the Rent Registrar to register the tenancy agreement, under Section 5 of the Act and the above quoted observation in order dated 02.12.2017 of the learned Appellate Court below is the foundation of the common legal question that has been formulated in para 6 of this judgment.

8. Adverting to the legal question, it is imperative to examine the nature of an order passed under Section 5 of the Act that relates to the registration of a tenancy agreement and reads as under:

“5. Agreement between landlord and tenant.-(1)

A landlord shall not let out a premises to a tenant except by a tenancy agreement.

(2) A landlord shall present the tenancy agreement before the Rent Registrar.

(3) The Rent Registrar shall enter the particulars of the tenancy in a register, affix his official seal on the tenancy agreement, retain a copy thereof and return the original tenancy agreement to the landlord.

(4) The entry of particulars of the tenancy shall not absolve the landlord or the tenant of their liability to register the tenancy agreement under the law relating to registration of documents.

(5) A tenancy agreement entered in the office of a Rent Registrar or a certified copy thereof shall be a proof of the relationship of landlord and tenant.

(6) Any agreement which may be executed between the landlord and the tenant in respect of the premises shall be presented before the Rent Registrar in the same manner as provided in sub-section (2).”

The power to register a tenancy agreement lies with the learned Special Judge (Rent) in his capacity as the Rent Registrar who is required to enter the particulars of the tenancy in a register, affix his seal on the tenancy agreement and retain a copy thereof. Consequently, the functions of the Rent Registrar are limited to the registration of the tenancy agreement. The Rent Registrar, however, is obligated not to carry out such functions mechanically and may require ‘*prima facie* proof of ownership’ from the landlord. Reference in this regard is made to case reported as “Sayyed Mohammad Areeb Abdul Khafid Shah Bukhari v. Government of the Punjab and others” (**PLD 2018 Lahore 390**) wherein it has been held as under:

“9.....From the perusal of Sections 5, 6 coupled with Section 2 (d) of the Act, the landlord means the owner of premises and includes a person for the time being entitled or authorized to receive rent in respect of the premises, as such, it is mandatory for a person claiming to be the landlord to provide any *prima facie* proof of ownership or any authorization from the owner in recognition of his being ostensible landlord qua the rented premises to the Rent Registrar for registration of the rent agreement and the Rent Registrar is also competent to ask the landlord for production of any proof regarding the ownership or title document of the demised premises. Even a person who files application under Section 5 of the Act for registration of rent agreement on behalf of the landlord is also under obligation to provide a reasonable proof of ownership of the landlord for the purpose of registration of rent agreement which is not tantamount to decision of the title rather it is only satisfaction of the Rent Registrar for the purpose of the registration of the document of rent agreement.”

(Emphasis supplied)

The Rent Registrar is also required to follow due process and issue notice to the tenant before registering the tenancy agreement. Reference in this regard is made to case reported as “Wajid Ali v. Rent Registrar/Special Judge Rent, Lahore and another” (**PLD 2010 Lahore 463**).

9. However, despite the foregoing, the functions of the Rent Registrar, at the best, only involve a *prima facie* scrutiny of the title of the landlord. The Rent Registrar can only carry out a tentative probe viz., the status of the parties as held in case of Sayyed Mohammad Areeb Abdul Khafid Shah Bukhari supra and does not have the authority and power to conclusively determine the issue of the status of the parties since the said power is judicial in nature and lies with the learned Rent Tribunal as the law creates a distinction between the functions and powers of the learned Special Judge (Rent) while functioning as Rent Registrar and in its capacity as the Rent Tribunal inasmuch as the learned Rent Tribunal has the power to entertain and

adjudicate applications in respect of the rented premises in terms of Section 19 of the Act and has exclusive jurisdiction in respect of cases arising under the Act as contemplated under Section 16(4) thereof that includes applications for deposit of rent, eviction of tenant etc., whereas, the Rent Registrar only receives applications for registration of the tenancy agreements in terms of Section 5 of the Act and his sole responsibility is to maintain a register to enter particulars of tenancy agreements, agreement to sell or any other agreement in respect of rented premises as per Section 17(2) of the Act. Similarly, under Section 25 of the Act, the learned Rent Tribunal has the power to record evidence, however, no such power vests with the Rent Registrar. Moreover, the learned Rent Tribunal exercises powers of the Civil Court by virtue of Section 26 of the Act whereas no such powers are available to the Rent Registrar.

10. In nutshell, it is well evident from the above discussion that the Rent Registrar does not perform an adjudicatory function rather performs functions that are primarily administrative/executive in nature, which may require cursory appreciation of the documents and tentative probe *viz.*, status of the parties. The learned Rent Tribunal, on the other hand, has exclusive adjudicatory powers for all the matters related to rented premises and therefore, also the power to make a final determination in respect of the issues such as the status of the parties. So even if the functions of the Rent Registrar and the Rent Tribunal are entrusted to the same Officer (Judicial Officer), the above distinction will remain true as each role has its own scope and limitations. As is clear, under the Act, the Rent Registrar has very limited functions and powers that are not adjudicatory in nature, this Court is of the opinion that the distinction between the functions and powers of the Rent Tribunal and the Rent Registrar have been deliberately and consciously incorporated in the Act and one cannot lose sight of the same while deciding the fate of an eviction petition.

11. The matter can be examined from another angle. Under Section 9 of the Act, it has been clearly envisaged that if a tenancy does not comply with the requirements of the Act, an application under the Act can be entertained by the learned Rent Tribunal provided that the requisite fine is deposited with the learned Rent Tribunal. The word ‘entertain’ in legal parlance, as per Black’s Law Dictionary, Tenth Edition, means ‘to give judicial consideration to’ a matter. Similarly, in case reported as “Mst. Alhamdi Begum v. National Bank of Pakistan, Karachi and 2 others” (PLD 1976 Karachi 723), it has been defined as ‘to adjudicate upon’ or ‘proceed’ to consider on merits. It is amply clear that even if the tenancy agreement is not registered under Section 5 of the Act, the same does not operate as an absolute bar on the learned Rent Tribunal from entertaining an application under the Act provided the requisite fine is paid. It is important to note that the words used in Section 9 are “*if a tenancy does not conform to the provisions of this Act*”. Meaning thereby that if, for whatsoever reason, the tenancy agreement is not registered with the Rent Registrar under Section 5 (whether due to landlord’s failure to get the same registered or the Rent Registrar’s refusal to register the same on denial of relationship by the tenant), Section 9 will become applicable and the application before the Rent Tribunal can still be entertained, after payment of the requisite fine. At this juncture, it is also imperative to observe that the legal question can be analyzed from yet another angle. If an order to register the tenancy agreement was to preclude the powers of a Rent Tribunal under Section 9 and Section 19 of the Act, then there ought to have been clear language in the statute to this effect. However, neither Section 9 nor Section 19 of the Act, makes the exercise of powers by the learned Rent Tribunal subject to any prior determination, under Section 5 of the Act. In the absence of any such language, the order passed under Section 5 by the Rent Registrar cannot be deemed to have the effect of limiting the jurisdiction of the learned Rent Tribunal in any manner as such

jurisdiction of the Rent Tribunal includes the power to decide the existence or otherwise of relationship of landlord and tenant. Moreover, the decision refusing a request to register a tenancy under Section 5 of the Act, whether oral or written, cannot be termed as a ‘decision’ on merits since the same is not made after recording of any evidence or framing of issues but the rejection of the application is based on a *prima facie* view of the existence of a tenancy by the Rent Registrar. Thus, this Court cannot countenance the argument that order under Section 5 made in exercise of administrative functions of the learned Special Judge (Rent) precludes the exercise of his judicial functions under the Act.

12. Having held that refusal of the Rent Registrar, under the Act, to register the tenancy agreement or reduce an oral tenancy into writing, does not preclude the learned Rent Tribunal from entertaining a landlord’s application for ejectment of tenant, this Court adverts to the merits of the case to opine whether the respondent/landlord was able to prove the relationship of landlord and tenant with the petitioners in respect of the rented premises in occupation of the petitioners, respectively. Admittedly, the petitioners are not claiming any ownership of the rented premises and have merely stated that they are tenants under Suleman Shahid. Learned counsel for the petitioners laid emphasis on the point that the Family Settlement on the basis of which the predecessor-in-interest of the respondent/landlord (deceased Muhammad Nawaz) claimed ownership of the rented premises is a disputed document having no evidentiary value. In this regard, it has been noted that the petitions were not properly documented when the same were filed but later on, both sides submitted civil miscellaneous applications, in present as well as connected petitions, to bring on record all the relevant documents that were available before the learned Courts below. The said C.Ms. have been allowed *vide* order of even date i.e., 28.04.2023 as no objection was raised from either side. These documents include copy of written statement filed by deceased

Shahid Iqbal in suit titled “Muhammad Nawaz v. Shahid Iqbal, etc.”. The said written statement clearly depicts that the Family Settlement by virtue of which Muhammad Nawaz, predecessor-in-interest of the respondent/landlord obtained the ownership rights of the rented premises is duly acknowledged in the civil suit instituted by Muhammad Nawaz against Shahid Iqbal (Father of purported landlord of the petitioners namely, Suleman Shahid) and others and this aspect was appreciated by the learned *fora* below. Upon confrontation by this Court, these documents have not been controverted by learned counsel for the petitioners. The Family Settlement gets further traction when on the strength of the same, admittedly the shops which forms part of the building and given to deceased Shahid Iqbal were transferred by the deceased Shahid Iqbal to his wife Nusrat Iqbal and the latter along with other beneficiary of the Family Settlement namely, Muhammad Imtiaz as well as predecessor-in-interest of the respondent/landlord executed a general power of attorney in favour of the deceased Shahid Iqbal who managed the affairs of the building as a whole including the prosecution of litigation before this Court, *inter alia*, W.P No.3041/2010. Therefore, this Court is of the opinion that it does not even lie in the mouth of the purported landlord of the petitioners namely, Suleman Shahid to object to the title of the respondent/landlord let alone the petitioners. The learned Rent Tribunal has correctly summarized the evidentiary resume of the case in the following terms:-

“15. Perusal of record reveals that applicant has relied upon Ex-A7 a certified copy of an ejectment petition dated 21.01.2008 in which the respondent submitted his leave to contest and admitted Muhammad Nawaz as attorney of Shahid Iqbal. In view of the above mentioned oral account as well as the documentary proofs, alongwith orders of the Hon'ble Lahore High Court, Lahore Mark-A, there remains no doubt or ambiguity that tenant was in possession of the disputed premises through a written agreement/Ex-A.3 and in view of multiple admissions on part of the tenant/respondent, and

other documentary proof provided by the applicant including Mark-E/the family settlement deed, PT-1 and a decree of the court/Mark-F, applicant has proved himself not only owner of the disputed rented premises but also that he is the real landlord of the property and upon termination of agency, in view of cancellation of general power of attorney, the landlordship reverted to the original owner i.e Muhammad Nawaz and after his death/death certificate Ex-A.10, Zeshan/the present applicant became the inherited owner/landlord and he has rightly filed this ejectment petition and it is held that relationship of landlord and tenant between the parties has also established.”

(Emphasis supplied)

Here it is also imperative to mention that the learned Rent Tribunal while passing the impugned orders of eviction in connected matters observed that most of the witnesses, in the cases, are those who are tenants (petitioners before this Court) themselves in the building and are also witnesses of each other while the present petitioner, namely, Khurram Shahzad is one of them, who appeared as witness in more than one ejectment petitions. The petitioner in present petition while appearing in his own case admitted that he is not paying any rent to the respondent/landlord but to Suleman Shahid although the tenancy agreement (Exh.A-3), in his case, was executed by deceased Shahid Iqbal as attorney of predecessor-in-interest of the respondent/landlord. Occupancy of the rented premises under deceased Shahid Iqbal as attorney of the predecessor-in-interest of the respondent/landlord in connected cases has also not been denied. The documentary as well as oral evidence in present as well as connected cases clearly reflected that the father of the respondent/landlord, namely, Muhammad Nawaz is the owner of the rented premises, who executed power of attorney in favour of Shahid Iqbal that was later on revoked on the strength of which the petitioners were inducted as tenants of the deceased predecessor-in-interest of the respondent/landlord and hence, the petitioners cannot deny relationship of landlord and tenant with

deceased Muhammad Nawaz that was created through the agent/attorney.

13. Moreover, it is also worth mentioning that the suit for specific performance instituted by Suleman Shahid on the basis of agreement to sell executed in his favour by his father Shahid Iqbal *qua* attorney of Muhammad Nawaz regarding the rented premises in itself indicates that Muhammad Nawaz (father of the respondent/landlord) was the actual owner of rented premises and deceased Shahid Iqbal was only acting as attorney of the predecessor-in-interest of the respondent/landlord and subsequent to the revocation of power of attorney, the status of the ownership of rented premises is admitted and also established relationship of landlord and tenant between the petitioners and the respondent/landlord, being the real owner of the rented premises.

14. Suffice to observe that the petitioners, while admitting their occupation of the rented premises as tenant *albeit* under Suleman Shahid, went overboard by focusing on to disprove the title of the respondent/landlord and establishing the ownership of Suleman Shahid *viz.*, the rented premises, without appreciating the fact that Suleman Shahid neither tried to become party in the ejectment petition nor the petitioners submitted the affidavit of the latter or got him summoned as a Court Witness in support of their stance. Interestingly, when the arguments were concluded in rebuttal before this Court and a pointed question was asked as to why Suleman Shahid never joined the proceedings before the learned Rent Tribunal as a party by filing an appropriate application and/or appeared as a witness, no plausible explanation was given, however, learned counsel for the petitioners stated that the petitioners before this Court have recently instituted a suit for rendition of accounts against the respondent/landlord and Suleman Shahid (the purported landlord of the petitioners), with the averments that due to active connivance of the respondent/landlord and Suleman Shahid, the petitioners have been non-suited in the

eviction proceedings. This argument in itself is an admission on part of the petitioners that they are only tenants of the rented premises and were acting in support of their purported landlord namely, Suleman Shahid to prove his title in respect of the rented premises and have made all-out efforts to prolong the tenancy under him and the filing of suit for rendition of accounts against Suleman Shahid and the respondent/landlord is yet another attempt to continue with the same. Alleged connivance between Suleman Shahid and the respondent/landlord has no benefit to the latter, who is striving hard to seek eviction of the petitioners from the rented premises. On the other hand, admittedly the suit instituted by Suleman Shahid for specific performance of contract in respect of the rented premises has been dismissed and if a new round of litigation in the form of suit for rendition of accounts has been initiated by the petitioners, the same only facilitates the petitioners or Suleman Shahid to further prolong the litigation in respect of the rented premises.

15. In view of the above, the impugned orders of even date 28.01.2021 and judgment dated 27.02.2021 passed by the learned Courts below in present as well as connected petitions do not suffer from any illegality, misreading/non-reading, jurisdictional defect or procedural impropriety, hence, the present as well as connected petitions are **dismissed**. No order as to costs.

(*Anwaar Hussain*)
Judge

Approved for reporting

Judge

Announced in open Court on **16.06.2023.**

Judge

S. Zahid

Schedule 'A'

Sr. No.	Case No.	Title	Rented premises
1.	W.P. No.31534/2021	Rizwan Mehmood v. Zeeshan Nawaz, etc.	Shop No.31, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
2.	W.P. No.31537/2021	Muhammad Rizwan v. Zeeshan Nawaz, etc.	Shop No.21, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
3.	W.P. No.31539/2021	Hafiz Muhammad Iftikhar v. Zeeshan Nawaz, etc.	Shop Nos.25 and 26, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
4.	W.P. No.31541/2021	Muhammad Waqas v. Zeeshan Nawaz, etc.	Shop No.18, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
5.	W.P. No.31547/2021	Muhammad Usman v. Zeeshan Nawaz, etc.	Shop Nos.27 and 28, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
6.	W.P. No.31548/2021	Rana Ihtisham Ullah v. Zeeshan Nawaz, etc.	Shop No.29, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
7.	W.P. No.31549/2021	Muhammad Hamza Akbar v. Zeeshan Nawaz, etc.	Shop No.17, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
8.	W.P. No.31552/2021	Babar v. Zeeshan Nawaz, etc.	Shop No.30, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
9.	W.P. No.31554/2021	Waheed alias Muhammad Boota v. Zeeshan Nawaz, etc.	Shop Nos.19 and 20, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
10.	W.P. No.31556/2021	Muhammad Iftikhar v. Zeeshan Nawaz, etc.	Shop No.32, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
11.	W.P. No.36608/2021	Muhammad Isfihan v. Zeeshan Nawaz, etc.	Shop No.22, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot
12.	W.P. No.36624/2021	Tahir Hussain Ghauri v. Zeeshan Nawaz, etc.	Shop No.16, Chashma Market, adjacent to Main Bazar, Tehsil Daska, District Sialkot