

Form No.HCJD/C-121
ORDER SHEET
IN THE LAHORE HIGH COURT LAHORE
JUDICIAL DEPARTMENT

Writ Petition No. 68599 of 2025.

Ch. Sadaqat Ali. v. Member (Judicial-II), Board of Revenue, Punjab etc.

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01. 19.11.2025. Mr. Junaid Razzaq Advocate for the petitioner assisted by Mian Subah Sadiq Watoo Advocate. Rana Shamshad Khan, Additional Advocate General on Court's call.

Succinctly, the facts, as gleaned out from the instant petition are that Ch. Sadaqat Ali (the petitioner) moved an application before the Additional Deputy Commissioner (Revenue), Lahore with the averments that he being General Power of Attorney Holder coupled with agreement to sell, relating to landed property falling in Mauza Rakh Khamba, Tehsil Raiwind Lahore, got approved development of Al-Hamra Town on land measuring 917-Kanals & 5-Marlas & 100 Square feet; that after mortgaging land measuring 414-Kanals for development of roads, parks, public building and graveyard *vide* Mortgage Deed, registered as Document No.15501, Book No.1, Volume No.1073, dated 28.07.1980, the petitioner carved out more than 700 plots at the site; that though Mortgage Deed was

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registered with the Sub Registrar concerned but the same was not incorporated by the Revenue Field Staff in the revenue record despite the fact that LDA took them on board; that due to non-incorporation of Mortgage Deed in the revenue record the Revenue Field Staff issued *Fard Bay* in favour of Saleem Murad (respondent No.5) who firstly managed execution of agreement to sell in his favour and then got a decree for Civil Court on the basis of said agreement to sell and finally attestation of mutation in his favour on the basis of said decree, which, being result of fraud, be reviewed. The said application was dismissed by the Deputy Commissioner/Collector, Lahore *vide* order dated 23.05.2022 against which he filed an appeal but without any success as the same was dismissed by the Commissioner, Lahore Division, Lahore *vide* order, dated 01.03.2023 which was assailed by the petitioner by filing revision petition (ROR No.1384/2023) before the Board of Revenue, Punjab, Lahore but without any positive yield as the same was dismissed *vide* order, dated 04.09.2025, passed by the Member (Judicial-II),

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Board of Revenue, Punjab, Lahore; hence this petition.

2. Learned counsel for the petitioner submits that the land mutated in favour of respondent No.5 was mortgaged with LDA, thus, the same was not open for transfer in favour of private persons; that conversion of nature of land from agricultural to residential was incorporated in the Field Book by preparing *Tatima Jat* (تتمہ جات), thus, the same was not open for transfer while treating it as agricultural land; that respondent No.5 having connived with the previous owner, who became *functus-officio* after executing General Power of Attorney and agreement to sell in favour of the petitioner, managed to get transferred the land, subject matter of amenity plots in his favour and said mutation deserved to be reviewed but said important fact escaped notice of the authorities below; that *bonafide* claim of the petitioner is established from the fact that LDA Authorities themselves wrote to the revenue authorities for review of the mutation but no action was taken on said move just to enable respondent No.5 to complete fraudulent transaction in his favour;

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that in the impugned orders, the *fora* below have mainly relied upon on a compromise between the petitioner, LDA, respondent No.5 and Al-Hamra Town to declare that the petitioner had no *locus standi* to institute proceedings before the *fora* below but said compromise could not be used to cover fraudulent transaction in favour of respondent No.5 as promissory estoppel does not operate against a sham transaction; that the authorities below failed to appreciate that mutation is not document of title rather the same is sanctioned to update revenue record and same can be reviewed at any time but the revenue authorities failed to perform their obligation diligently; that though the referred compromise was signed by the Chief Engineer, LDA, on behalf of LDA but subsequently the said authority separated himself simply for the reason that transaction in favour of respondent No.5 was spurious in nature; that *locus standi* of the petitioner is also established from the fact that he sold more than 500 plots in capacity of sponsor and neither LDA nor respondent No.5 raised any objection against his status as sponsor, thus, the revenue authorities were not

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justified to challenge the *locus standi* of the petitioner to bring proceedings against respondent No.5 for setting aside of fraudulent transaction in his favour; that since impugned orders have been passed against the reports submitted by the Revenue Field Staff, same are not sustainable and that though Technical Approval has been granted in favour of respondent No.5 for revision of the Layout Plan of Al-Hamra Town but the same has been subjected to outcome of application filed by the petitioner for review of mutation which fact supports plea of the petitioner that transaction in favour of respondent No.5 is dubious in nature. To fortify his contentions, learned counsel has relied upon the cases reported as

Said Zaman Khan and others v. Federation of Pakistan through Secretary Ministry of Defence and others (2017 SCMR 1209), Rehmatullah and others v. Salem Khan and others (2007 SCMR 729), Executive District Officer (Education), Rawalpindi v. Muhammad Younas (2007 SCMR 1835), Pakistan through Ministry of Finance Economic Affairs and another v. FECTO BELARUS Tractors Limited (PLD 2002 S.C. 208), Asad Ali Khan and others v. The

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Conservator of Forest and others (2024 CLC 239),

Zia-ud-Din and others v. Malik Hamayun Irfan and others (2023 CLC 1875) and Province of Punjab through Secretary (Colonies), Board of Revenue, Punjab and others v. Muhammad Yaqoob (2020 CLC 1390).

3. I have heard learned counsel for the petitioner at considerable length and have also gone through the documents, annexed with this petition, as well as the case-law, cited at the bar.

4. The mainstay of the arguments advanced by learned counsel for the petitioner is that since his client got approved development of Al-Hamra Town, after execution of agreement to sell coupled with General Power of Attorney by the owners, he was to be treated as sponsor. To appreciate the plea of the petitioner I have gone through the voluminous material on the file. While scanning the file, I have come across order, dated 17.08.2016, passed by this Court in C.M. No.2 of 2016 in Crl. Org. No.1020-W of 2016, which for convenience of reference is reproduced herein below: -

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"C.M. No.2/2016"

17.08.2016. *Mr. Shahzad Hassan Sheikh,
Advocate for applicant-petitioner.*

*Shahzad Najam Special
attorney of Saleem Murad and
Sadaqat Ali in person.*

This is an application for disposal of main criminal original on the basis of compromise.

2. *Learned counsel for the petitioner submits that compromise has been effected between the parties, which has been placed on record as mark "A". Shahzad Najam Special Attorney and Sadaqt Ali, present in Court, verified the contents of the compromise.*

3. *In this view of the matter, this C.M is allowed and main criminal original No. 1020-W/2016 is disposed of in the above said terms."*

A perusal of the afore-quoted order shows that the contempt petition, filed by the petitioner, was disposed of in terms of compromise which was taken on file as Mark-A. Further, the said compromise has been placed on file of this case as Annexure-H/2, relevant parts whereof read as under: -

"TERMS OF SETTLEMENT:

- i.
- ii. *That the petitioner/party of the first part hereby abdicates his position as sponsor of the scheme and renounces and surrenders the said instruments of General Power of Attorney to the party of the third part as those having become exhausted so as to give the*

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LDA and the new sponsor a free hand in the implementation of the scheme on original or revised basis as may be considered appropriate.

iii.

iv.

v.

vi. That the party of the third part has already purchased bulk area of land (429-K) within the Al-Hamra Town, Lahore and the relevant purchase transactions and mutations thereof having been referred to in the writ petition No.17048/2015 are no more impugned by the petitioner/party of the first part in consequence of this compromise and settlement made and acted upon by the concerned parties hereto and in view of the stake and interests of the petitioner/party of the first part in the property, situate within the scheme, both the aforementioned parties, having long spell of litigation (including W.P. No.729/2013), now compromise to resolve their controversies and, as such, the petitioner/party of the first part has been satisfied through payment of monetary recompense (Rs.1,20,000,000/-) by the party of the third part and, consequentially, the petitioner shall apply to the concerned Civil Court for the disposal/dismissal of his suit titled: "Ch. Sadaqat Ali Vs. Abdul Hameed etc." and, therefore, the petitioner concedes that the scheme's implementation by the LDA itself and/or in association with the parties of the third and fourth part will go ahead without any objection or controversy by the petitioner.

vii. That the party of the fourth part considering the collective interests

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and welfare of the residents/owners of Al-Hamra Town, Lahore accepts the scheme's take over by the LDA and its implementation and management through the new sponsor (party of the third part) as per the Rules and policy applicable.

- viii. *That the Crl. Org. No.1020-W/2016 is sought to be withdrawn as the grievances of the petitioner/party of the first part have been redressed and it is in the interests of justice that litigation should end and the controversies be resolved amicably, finally and effectively, hence all the parties hereto have accepted the settlement willingly and the cause of action being obviated no further adjudication is sought in the matters of the present Crl. Org. Petition No.1020-W/2016, which is solicited to be disposed of in terms of the aforementioned settlement/ compromise.”*

The afore-quoted portion from the compromise, referred in the above order of this Court, renders it crystal clear that the petitioner surrendered his status as sponsor of Al-Hamra Town and accepted the status of respondent No.5 as new sponsor upon receipt of Rs.12 crore. In this view of the matter, no illegality has been committed by the fora below while impugning the *locus standi* of the petitioner to institute proceedings before different authorities in

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relation to Al-Hamra Town especially after signing the above-referred compromise.

5. While assisting the Court, learned counsel for the petitioner has put much emphasis on the fact that since the owners of the land, subject matter of Al-Hamra Town, executed agreement to sell and General Power of Attorney simultaneously in favour of the petitioner, they could not deal with the said land subsequently especially when NOC was issued in favour of the petitioner. In this regard, I am of the view that it is not case of the petitioner that agreement to sell in his favour was ever translated into execution of sale deed, thus, he cannot claim himself to be owner of the subject land. There is no cavil with the fact that LDA used to issue NOC in favour of owner or sponsor for development of private housing scheme but said NOC does not denude the real owner to deal with his landed property according to his own whims. Moreover, conduct of the petitioner towards development work in Al-Hamra Town has been discussed in detail in the impugned orders inasmuch as after issuance of NOC

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he disappeared from the scene for many years and upon complaints of the residents/allottees LDA decided to take over the scheme and got it developed through a new sponsor. If the petitioner was so curious about development of Al-Hamra Town he was supposed to be more vigilant.

6. It is very ironical to note that on the one hand the petitioner opted to put a challenge to mutation attested in favour of respondent No.5 but on the other acquiesced with the transaction in favour of respondent No.5 by accepting him as a new sponsor of the scheme. The said fact has conspicuously been incorporated in clause (vi) of the terms of compromise, reproduced Supra.

7. It is strange enough to note that during arguments learned counsel for the petitioner put much emphasis on the fact that firstly respondent No.5 succeeded to get executed agreement to sell from the owners of the land and then got decree from the Civil Court and on the basis of said decree he succeeded to get attestation of mutation, subject matter of this petition meaning thereby that mutation

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in favour of respondent No.5 was based on decree of court and until and unless said decree is set aside, revenue authorities have no power to review the mutation. There is no cavil with the fact that in routine revenue authorities have the jurisdiction to review a mutation but when the same is based upon decision of a court, same cannot be undone by the revenue authorities until and unless the verdict of the court is set aside. Reliance in this regard is placed on the case reported as Muhammad Nawaz and others v. Fateh Sher and others (2008 SCMR 1658), wherein the Apex Court of the country has *inter-alia* observed as under: -

“10. There is another most important aspect of the case. The decrees are binding upon revenue officers and the decrees of the Civil Court cannot be upset or reversed by the Revenue Authorities, as these authorities have got no such power to sit upon the judgments and the decrees of the Civil Court as an appellate authority. These authorities are bound to implement these decrees in their Revenue Record, therefore, the learned Member Board of Revenue had exceeded in its power and authority, while rejecting the implementation of those decrees and making those decrees ineffective by his disputed order dated 18-12-1985.”

8. While going through the decision of the Deputy Commissioner, Lahore, I have noted that

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most of the persons, who executed General Power of Attorney in favour of the petitioner, have already died. To fortify said fact reference can be made to the following portion from the aforesaid decision: -

"vi) During course of hearing, it has been observed that most of the executants of General Power of Attorney who executed GPA in favour of Sadaqat Ali have since been expired. So, right of appellant is eliminated as GPA became infructuous and render-less in the eye of law."

It is well established by now that in the event of death of principle or attorney any instrument relating to delegation of powers in favour of a particular person stand redundant. Reliance in this regard is placed on the case reported as *Mst. Hajyani Bar Bibi through L.R. v. Mrs. Rehana Afzal Ali Khan and others (PLD 2014 SC 794)*, wherein the preposition, under discussion, is responded in the following manner: -

*"12.*****and therefore in accordance with section 201 of the Contract Act the power of attorney will stand terminated on the death of the principal and therefore the sub-power of attorney issued by attorney Khairuddin is also invalid and of no legal effect as his power had already stood terminated on the death of the principal....."*

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9. Now taking up plea of the petitioner that since the Chief Engineer who signed the compromise on behalf of LDA disassociated himself through subsequent communication, is concerned, suffice it to note that since till date the petitioner has not assailed the validity of the compromise, referred Supra, before any forum he has no justification to challenge its veracity merely on the ground that one of its signatories has disassociated himself from the same. Moreover, since the above-referred Contempt Petition was disposed of by this Court in the light of referred compromise, same cannot be brushed aside at the whims of the petitioner who has miserably failed to establish his *locus standi* after signing the compromise according to which LDA took over the scheme and decided to get the development work completed through a new sponsor viz. respondent No.5.

10. Insofar as the argument advanced by learned counsel for the petitioner that since 414-Kanals of land was mortgaged in favour of LDA the same was not open for transfer in favour of respondent No.5, I

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am of the view that if anything was done affecting rights of LDA, then it was proper party to challenge the same. The recitals of the compromise, referred Supra, speaks loud about the fact that LDA, while acknowledging respondent No.5 as owner of considerable chunk of land in Al-Hamra Town, accepted him as new sponsor for completion of development work, thus, the petitioner being alien to the said proceedings had no cheeks to challenge the transaction in favour of respondent No.5.

11. With a view to wriggle out of the dilemma of estoppel in view of the compromise, learned counsel has placed reliance on section 23 of the Contract Act, 1872, to argue that since the consideration of the referred compromise was unlawful same being void in nature could not be used against the petitioner. To appreciate the plea of the learned counsel for the petitioner, I have gone through the compromise between the petitioner, LDA, respondent No.5 and Al-Hamra Town. According to the recitals of the said compromise, the petitioner failed to develop the scheme despite the fact that NOC in his favour was issued in the year 1980. When LDA, being the

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regulatory body, came to the conclusion that the petitioner was unable to develop the scheme, it decided to take over the same and get it developed through alternate sponsor. The question as to whether LDA can take over a private housing scheme especially when its owner/sponsor fails to develop it despite lapse of stipulated period came under discussion before the Apex Court of the country in Human Rights Case No.56878-P of 2010, reported as **PLD 2011 SC 163** wherein it was *inter-alia* directed as under: -

“4. The scheme in question had been launched by the said sponsor and sanctioned by the L.D.A. in the year 1982 i.e. almost 30 years ago. In view of the grievances raised by the residents of the said scheme who had purchased plot therein on the strength of the sanctioning of the scheme by a responsible competent authority i.e. the L.D.A. and in view of the report of the L.D.A, itself regarding the provision of the requisite amenities including the building of roads, providing the electricity in the scheme, the provision for sewerage etc., and in view of the past conduct of the above mentioned sponsor spreading over a long period stretching over almost three decades, we do not consider it appropriate or advisable to trust the said sponsor any further. Consequently, the L.D.A. is allowed to undertake the provision of the amenities which the sponsor was legally obliged to provide to the residents of the said scheme which, needless to say, will have to be

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done by the L.D.A. in a highly transparent manner.”

If the fate of the compromise, referred Supra, is seen in the light of the afore-referred direction issued by the Apex Court of the country in almost identical case, there leaves no ambiguity that when LDA came to the conclusion that the petitioner failed to develop the scheme despite lapse of more than three decades, it decided to take over the same and get it developed through some other sponsor with mutual consent of the petitioner. In this backdrop, the assertion of learned counsel for the petitioner that the compromise was aimed at to support respondent No.5 does not carry any weightage.

12. There is no cavil with the preposition that any contract offending against vested right of a party is not enforceable under the law but at the same time if a party is of the view that any contract would deprive him of vested right, it is bound to challenge the same in appropriate proceedings. Insofar as the case in hand is concerned, admittedly, till date the petitioner has not challenged the veracity of the compromise, thus, he cannot raise fingers against its credibility in

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these proceedings just to bypass the doctrine of promissory estoppel.

13. Now coming to the case-law, cited by learned counsel for the petitioner, I am of the view that the same is inapplicable to the facts and circumstances of the present case inasmuch as in the case of Said Zaman Khan and others (Supra), the Apex Court of the country *inter-alia* held that any decision of a forum without proper jurisdiction is *coram-non-judice* whereas in the case in hand when the petitioner himself acquiesced with the decision of LDA authorities to get control of the scheme and then to get it developed from the new sponsor, he was estopped to challenge the entitlement of respondent No.5 which has been acknowledged by LDA authorities. Insofar as the case of Rehmatullah and others (Supra), is concerned, in the said case it has been held by Hon'ble Supreme Court of Pakistan that contents of mutation should be proved through evidence and the said case instead of lending any support to the petitioner goes against him inasmuch as if the petitioner was of the view that mutation in favour of respondent No.5 was attested against any

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provision of the Land Revenue Act, 1967 he was supposed to approach the court of plenary jurisdiction for decision on the basis of evidence.

Now coming to the cases of Executive District Officer (Education), Rawalpindi (Supra) and Zia-ud-

Din and others (Supra), I have observed that the Apex Court of the country in the said cases has held that if basic order is void then subsequent structure raised thereon has no justification to stand whereas in the instant case though learned counsel for the petitioner has addressed the Court at great length but

has not been able to convince this Court about *locus standi* of the petitioner especially after signing the compromise which was made part of proceedings of contempt petition before this Court. Now taking up

the case of Pakistan through Ministry of Finance Economic Affairs and another (Supra), I have noted

that principles have been highlighted by the Apex Court of the country regarding applicability of doctrine of promissory estoppel whereas in the case in hand when the petitioner signed the compromise deed alongwith three others, after receiving amount of Rs.12 crore, he was estopped to challenge

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attestation of mutation in favour of respondent No.5.

As far as the case of Asad Ali Khan and others

(Supra) is concerned, the same related to matter arising out of land acquisition, thus, the same has not even remotest connectivity with the preposition involved in the case in hand. In the last referred case of Province of Punjab through Secretary (Colonies), Board of Revenue, Punjab and others (Supra), this Court has held that fraud vitiates even solemn proceedings whereas in the instant case learned counsel representing the petitioner has miserably failed to establish fraud on the part of respondent No.5 and *locus standi* of the petitioner to file proceedings before different fora, thus, the said case also stands polls apart from the preposition involved in this petition.

14. For what has been noted above, I see no force in this petition which is hereby **dismissed in limine.**

(Shujaat Ali Khan)
Judge

APPROVED FOR REPORTING

Judge