

*Form No: HCJD/C-121.*  
**JUDGEMENT SHEET**

**IN THE ISLAMABAD HIGH COURT, ISLAMABAD**  
**JUDICIAL DEPARTMENT**

Civil Revision No. 419 of 2015

Ch. Muhmmad Arif

Vs.

Ch. Muhammad Jahangir, etc.

PETITIONER BY: Ms. Hadiya Aziz, Advocate.

RESPONDENT BY: M/s Sajid Mehmood Chaudhry  
and Naveed Akhtar Joiya,  
Advocates.

Date of Hearing: 17.04.2019.

**ATHAR MINALLAH, C.J.-** Through this petition the petitioner has assailed judgments and decrees, dated 30.04.2014 and 21.06.2015, passed by the learned trial Court and the learned Appellate Court, respectively.

2. The facts, in brief, are that Chaudhry Muhammad Arif Hussain (hereinafter referred to as the "**Petitioner**") filed a suit on 20.10.2003 seeking specific performance of agreement to sell, dated 20.01.2003 (hereinafter referred to as the "**Agreement**"). The dispute is regarding plot no. 548 measuring 30x60, Sector I-14/4, Islamabad (hereinafter referred to as the "**Plot**"). It was asserted in the plaint that Ch. Muhammad Jehangir had entered into the Agreement with the Petitioner and since the former refused to fulfill his

obligations, therefore, the suit was filed. The learned trial Court framed nine issues vide order, dated 27.09.2005. The parties led their evidence and after affording them opportunity of hearing, the learned trial Court dismissed the suit vide judgment and decree, dated 30.04.2014. Respondent no.1 was directed to return rupees one hundred thousand on or before 20.08.2014. Both the parties preferred appeals. The appeal filed by the Petitioner was dismissed while that of respondent no.1 was allowed to the extent of direction given for return of the earnest money on or before 20.08.2014.

3. The learned Counsel for the Petitioner has been heard at length. She was asked whether the Petitioner had made an attempt to pay to respondent no.1 the entire sale consideration or deposit the same in the learned trial Court. The learned Counsel has answered in the negative. She has, however, stated that no direction was given for deposit of the entire sale consideration. The learned Counsel has further stressed that both the Courts have misread the evidence.

4. The learned Counsel for the respondent, on the other hand, has argued that no legal infirmity has been pointed out in order to interfere with the concurrent findings.

5. The learned Counsels have been heard and record perused with their able assistance.

6. Admittedly, no attempt was made by the Petitioner to pay the entire sale consideration or to deposit it in the learned trial Court in order to establish his bonafides. Moreover, the concurrent findings are based on proper appreciation of evidence. The learned Counsel for

the Petitioner, despite her able assistance, could not show any misreading or non reading requiring interference while exercising revisional powers. The concurrent findings are well reasoned and based on proper appreciation of the evidence.

7. For what has been discussed above, the instant petition is without merit and is, therefore, accordingly dismissed.

**(CHIEF JUSTICE)**

Saeed.