

Form No: HCJD/C-121.

**JUDGEMENT SHEET**

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

W.P. No. 4170 of 2019

Razi Ud Din Khan

***Vs***

Muhammad Khurshid Akhtar Mihas, etc

**PETITIONER BY:** Mr Atiq-ur-Rehman Awan, Advocate.  
**RESPONDENTS BY:** Respondent No.1 in person.

**DATE OF HEARING:** 14-01-2020.

ATHAR MINALLAH, CJ.- Through this petition, the petitioner has assailed orders, dated 04.09.2019 and 15.11.2019, passed by the learned Rent Controller (West), Islamabad and the learned Additional District Judge (West), Islamabad respectively.

2. The facts, in brief, are that Muhammad Khurshid Akhtar Minhas son of Muhammad Yaqoob (hereinafter referred to as the "**Respondent**") is the owner of House No.325, St No.67, Nazim Ud Din Road, Sector F-11/1, Islamabad (hereinafter referred to as the "**Property**"). The ground floor of the Property was rented out to Razi-ud-Din Khan son of Muhammad Din Khan (hereinafter referred to as the "**Petitioner**") for a period of two years i.e. from 01.12.2017 till 30.11.2019. The Respondent filed an eviction petition under Section 17 of the Islamabad Rent Restriction Ordinance, 2001 (hereinafter referred to as the "**Ordinance of 2001**"), inter alia, alleging that the agreed rent was not paid in accordance with the tenancy agreement, dated 30.11.2017 (hereinafter referred to as the "**Agreement**"). The

Petitioner filed written statement and in paragraph 3 thereof he admitted that rent was not paid in accordance with the terms and conditions of the Agreement. The eviction petition was, therefore, allowed by the learned Rent Controller vide judgment and decree, dated 04.09.2019. The appeal preferred by the Petitioner was dismissed vide judgment and decree, dated 15.11.2019, passed by the learned Additional District Judge-West, Islamabad.

3. The learned counsels for the parties have been heard at length. The Petitioner had appeared in person on 19.12.2019 and had unequivocally stated that he would handover peaceful possession of the rented premises on or before 09.01.2020. However, the latter did not comply with the undertaking given before this Court.

4. The learned counsel for the Petitioner has been heard at length. Despite his able assistance, he was not able to satisfy this Court that the concurrent findings suffer from any legal infirmity. The issuance of two cheques by the Petitioner is admitted. The default in payment of rent in accordance with the terms and conditions of Agreement is also admitted. In the facts and circumstances of the case in hand, the learned Rent Controller had rightly allowed the eviction petition. The conduct of the Petitioner affirms that he did not intend to pay the rent in accordance with the terms and conditions of the Agreement. Moreover, the Agreement also stands expired w.e.f 30.11.2019 and in the light of law laid down by the august Supreme Court in the case titled "Waqar Zafar Bakhtawari, etc vs. Haji Mazhar Hussain Shah, etc", **PLD 2018 SC 81** the Petitioner is no more entitled to retain possession of the premises.

5. For what has been discussed above, the concurrent findings are well reasoned and do not require interference while exercising jurisdiction under Article 199 of the Constitution. The petition is, therefore, accordingly dismissed.

**CHIEF JUSTICE**

*Asif Mughal\**