

Form No: HCJD/C-121
ORDER SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
(JUDICIAL DEPARTMENT)

Civil Revision No.12/2017

Abdul Sattar Anjum

Versus

Addl. District Judge, etc.

S. No. of order/ proceedings	Date of order/ proceedings	Order with signature of Judge and that of parties or counsel where necessary.
	11-03-2020	Syed Amir Kazmi, Advocate for petitioner. Mr Shoukat Mahmood Malik, Advocate for respondent.

C.M. No.91 and 92 of 2020.

The learned counsel for the respondent has not opposed the applications. Consequently the applications seeking restoration of petition and condonation of delay are allowed. The petition is restored to its original number. The main petition is taken up for hearing today.

Main Petition

Abdul Sattar Anjum son of Ghulam Musa Adil (*hereinafter referred to as the 'Petitioner'*) filed a suit on 15-07-2008 seeking specific performance of agreement, dated 19-03-2005

(*hereinafter referred to as the 'Agreement'*). The Agreement was executed for sale of land alongwith buildings/construction thereon. The measurement of the land was 4-1/2 marlas, described as, khasra no.1038, situated in Khanna Dak, Islamabad (*hereinafter referred to as the 'Property'*). The Property was in the name of Iqbal Nawaz son of Haji Haq Nawaz (*hereinafter referred to as the 'Minor'*). The latter was a minor at the time when the Agreement was executed by his father, namely, Haji Haq Nawaz son of Ghulam Hussain. The latter had no authority nor was lawfully appointed as a guardian to deal with the Property belonging to the Minor. The suit was dismissed by the learned Civil Judge (East), Islamabad vide judgment and decree, dated 16-05-2015. The appeal preferred by the petitioner also was dismissed by the learned Additional District Judge vide judgment and decree, dated 14-11-2016.

2. The learned counsel has been heard at length. The learned counsel, despite his able assistance, could not satisfy this Court that the Agreement was enforceable. It is an admitted position that the Property was in the name of the

Minor and the latter was not privy to the Agreement. Moreover, Haji Haq Nawaz son of Ghulam Hussain who had executed the Agreement was not empowered to deal with the Property belonging to the Minor in any manner whatsoever. The concurrent findings do not suffer from any legal infirmity requiring interference by this Court.

3. For the above reasons, this petition is without merit and, therefore, accordingly dismissed.

Luqman Khan.

(CHIEF JUSTICE)