

ORDER SHEET
IN THE ISLAMABAD HIGH COURT, ISLAMABAD
JUDICIAL DEPARTMENT

Civil Revision No.352/2019

**Aurangzeb
Versus.
Abdul Munaf**

S. No. of order / proceedings	Date of order/ Proceedings	Order with signature of Judge and that of parties or counsel where necessary.
	22.11.2019	Mehar Jabir Abbas, Advocate for the petitioner. Mr. Muhammad Shoaib Chaudhry, Advocate for the respondent.

Through the instant civil revision petition, the petitioner, Aurangzeb impugns the judgment dated 07.09.2019 passed by the Court of the learned Additional District Judge, Islamabad, whereby his appeal against the judgment and decree dated 29.06.2019 passed by the Court of the learned Civil Judge, Islamabad, was dismissed. Vide the said judgment and decree dated 29.06.2019 the learned Civil Court decreed the respondent's suit for possession of shops No.7 and 8, situated at Jhang. Syedan, Satran Meel, Lathrarh Road, Islamabad ("the suit property"), was decreed.

2. This petition was first taken up for hearing by this Court on 23.09.2019. Learned counsel for the petitioner had sought a period of four months to handover the vacant possession of the suit property to the respondent, and in this regard had also submitted an affidavit. For the purposes of clarity, the operative part of the said order dated 23.09.2019 is reproduced herein below:-

"Learned counsel for the petitioner has submitted an affidavit on behalf of the

petitioner to the effect that the petitioner shall vacate the rented premises (i.e Shops No.7 and 8, situated at Jhang Syedan, Stran Meel Lehtrarh Road, Islamabad) within a period of four months and hand over peaceful possession of the same to the landlord/respondent, within a period of four months from today (i.e. by 23.01.2010) positively”.

3. On the basis of the affidavit submitted by the petitioner, this Court, vide order dated 23.09.2019 restrained the respondent from dispossessing the petitioner.

4. On 21.11.2019, the learned counsel for respondent submitted that he is under instructions not to agree to the four-month period for the petitioner to vacate the suit property. He insisted on the adjudication of this petition on merits.

5. The sole submission made by the learned counsel for the petitioner was that under the provisions of the Islamabad Rent Restriction Ordinance, 2001, (“I.R.R.O.”), expiry of the lease period is not one of the grounds on which a tenant can be evicted from the rented premises. In this regard, he placed reliance on the judgment reported as 2010 YLR 1521.

6. The suit for possession had not been filed by the respondent under the provisions of the I.R.R.O., since the suit property is located beyond the area to which the I.R.R.O. has been made applicable.

7. The petitioner occupation over the suit property was on the basis of the lease agreement dated 01.01.2017. It is not disputed that the lease period has expired on 30.12.2017. There is nothing on the record to suggest that the lease agreement between the contesting parties was extended. Therefore,

the learned Courts below did not commit any jurisdictional irregularity by concurrently allowing the respondent's suit for possession and directing the petitioner to pay the unpaid rent.

8. In view of the above, the instant petition is **dismissed** with no order as to costs.

(MIANGUL HASSAN AURANGZEB)
JUDGE

M.A.Baig.