

**IN THE SUPREME APPELLATE COURT GILGIT-BALTISTAN,
GILGIT.**

Before:-

**Mr. Justice Dr. Rana Muhammad Shamim, Chief Judge.
Mr. Justice Javed Iqbal, Judge.**

**Civil Appeal No. 11/2018
In
CPLA No. 145/2017.**

Ibrahim Baig S/O Hajat Baig R/O Haiderpura Gilgit **Petitioner.**

Versus

Raja Haider Ali & 03 others

Respondents.

PRESENT:-

1. Mr. Johar Ali Khan Advocate alongwith Mr. Ali Nazar Khan Advocate-on-Record for the petitioner.
2. Mr. Munir Ahmed Advocate alongwith Mr. Rehmat Ali Advocate-on-Record for respondents.

DATE OF HEARING: - 15.05.2018.

JUDGMENT.

Dr. Rana Muhammad Shamim, CJ..... This petition has been directed against the impugned order dated 19.10.2017 in Civil Revision No. 83/2017 passed by the learned Chief Court whereby the said Civil Revision filed by the petitioner was dismissed, hence, this petition for leave to appeal. This court vide order dated 09.03.2018 issued notices to the respondents and the case is heard today.

2. Briefly, the facts of the case are that the respondents filed Rent Petition No. 05/2013 in the Court of the learned Senior Civil Judge Gilgit under Order 13 Gilgit-Baltistan Rented Premises Act, 2010 seeking ejection of petitioner (tenant) from demised premises on the ground of personal use on termination of agreement dated 21.10.2008 executed by the deceased father of the

respondents with the petitioner for 05 years. The said period expired on 21.10.2013. The learned Civil Court upon hearing, allowed the Rent Petition filed by the respondents by directing the petitioners to vacate the premises and put the respondent in possession. The petitioner being aggrieved by and dissatisfied with, filed Civil First Appeal No. 12/2016 in the learned District Judge Gilgit which upon hearing was also dismissed which was subsequently maintained by the learned Chief Court vide impugned order dated 19.10.2017.

3. Mr. Johar Ali, the learned counsel for the petitioner submits that the respondents have failed to prove that the rented premises are required for personal use of the respondents. Per learned counsel, the agreement purportedly executed between the parties on 21.08.2008 is a forged document. The said stamp paper was purchased by father of the respondents and the petitioner has not signed and executed the said agreement. He further submits that tenant can be ejected only on the ground that if he fails to pay the rent to the landlord or sublets the rented premises. Admittedly, the respondents failed to establish the aforesaid two grounds. He reiterates that the petitioner has made improvements on the said suit building by constructing of 08 rooms, 11 bathrooms, 01 Hall and a kitchen by spending his own huge amount, hence, the judgments/orders passed by the learned Courts below are contrary to law and facts on record. He prays that the impugned order passed by the learned Chief Court may graciously be set aside.

4. On the other hand, Mr. Munir Ahmed, the learned counsel appearing on behalf of the respondents supports that impugned order as well as the judgments/orders passed by the learned Courts below. He contends that the respondent No. 01 and 02 namely Raja Haider Ali and Raja Hussain Ali both are jobless and they need the building in question for their personal use to start their own business therein. Per learned counsel, the petitioner failed to produce marginal witnesses of the agreement dated 03.11.2008 executed between the parties rather the respondents have produced one marginal witness of the said agreement namely Abdul Qayyum who has endorsed the contents of agreement. He submits that the concurrent findings of the learned Courts below are well reasoned and well founded. He prays that concurrent findings passed by the learned Courts below may pleased be maintained.

5. We have heard the learned counsels for the respective parties at length, perused the material on record and gone through the concurrent findings of the learned Courts below. The respondents filed the Rent Case in the Court of learned Rent Controller Gilgit seeking ejection of the petitioner on the expiry of lease agreement for their personal use. In our considered view, the respondents being owners and landlords of the demised property could not be deprived of their right and interest to use their property in a manner more suited to their requirements. No unreasonable restriction can be placed on the exercise of their rights which would offend the fundamental rights guaranteed under

Article 23 of The Constitution. It may suffice to observe that the learned Rent Controller, First Appellate Court as well as the learned Chief Court have recorded concurrent findings of facts after careful consideration of the evidence adduced by both the parties. We hold that the satisfaction of the learned Rent Controller is born out by the material available on record and findings of fact backed by satisfactory evidence recorded by him. The learned Chief Court while concurring with the views taken by the First Appellate Court and the Court of first instance do not appear to have suffered from misreading or non-reading of evidence. Further, the learned counsel for the petitioner also could not point out any infirmity or illegality in the well reasoned impugned order passed by the learned Chief Court, hence, interference into concurrent findings of the three Courts below is not warranted by this Court.

6. In view of the above discussions, we convert this petition into an appeal and the same is dismissed. Consequently, the impugned order dated 19.10.2017 in Civil Revision No. 83/2017 passed by the learned Chief Court as well as the concurrent findings of the learned Courts below are affirmed.

7. The appeal is dismissed in above terms.

Chief Judge.

Judge.