

IN THE COURT OF DISTRICT PRESIDING OFFICER,
CONSUMER COURT, LAHORE.

Mujahid Ali son of Muhammad Rafiq, resident of

COMPLAINANT

Versus

Faisal Movers (KCS), Through its Manager/Head, Office at Abdullah Terminal, Bund Road, Lahore.

RESPONDENT

COMPLAINT UNDER SECTION 25 OF PUNJAB CONSUMERS PROTECTION ACT, 2005.

Respectfully Sheweth:

1. That the addresses of the parties mentioned in the caption of the plaint are correct for the purpose of summons, notices and other process of this Hon'able Court.
2. The complainant is consumer as defined under Section 2 (c) of Punjab Consumers Protection Act, 2005 and respondent is service provider under the said act.

3. That abruptly the facts necessitating for the filing of instant Complaint are that the complainant is a law abiding citizen of Pakistan and is a respectable citizen.
 4. That consignment No.S-25-92-18-23-34604, MOR Code 1966826, Booking date 11.10.2023 and delivery date was given on 19.10.2023, this articles (parts of machinery) were booked by partner of complainant from Karachi to Lahore.
 5. That on 19.10.2023 respondent called complainant that the articles of complainant has been reached in respondent's office to collect the same, but when complainant reached in respondent's office at Bund Road and shock to heard that complainant's above consignment has been lost from respondent's office staff, which were still lost and still searching out. The articles (parts of machinery) were relating to business and which were very essential to be delivered in time as per commitment. The detail of parts of machinery is as under:
 - i. 4-GD 37-Gayer
 - ii. 2-Double Gayers valuing Rs.200,000/-
1. That respondent received an amount of Rs.2800/- and issued deposit slip to the complainant. Copy of receipt is attached.
 2. That respondent did not handover the articles of the complainant, all the WhatsApp conversation proof is available with complainant.
 3. That respondent suffered complainant mental torture, loss of money, agony and business loss, so respondent is liable to pay the following damages to the complainant as follows:

i. Mental torture	Rs.500,000/-
ii. Agony	Rs.400,000/-
iii. Business loss	Rs.500,000/-
iv. Price of articles	Rs.200,000/-
v. Legal fee	Rs.50,000/-
vi. Clerkage	Rs.15,000/-
vii. Misc. charges	Rs.10,000/-
viii. Delivery charges	Rs.2800/-

Total Rs.16,77,800/-

4. That since 19.10.2023 complainant has become a rolling stone in respondent hands and respondent have still not delivered the same, even respondent have misappropriated the same, the value of the articles is about Rs.200,000/-
6. That two days ago complainant once again asked respondent about articles but respondent flatly refused to deliver the same.
7. That if the respondent is not directed to perform his part of liability, the complainant shall suffer irreparable loss and injury.
8. That said act of the respondent is the result of negligence and liable to pay the damages.
9. That the petitioner also served the respondent with a legal notice but the respondent miserably failed to reply the same. Copy of legal notice and receipt is attached.
10. That cause of action arose in favour of the complainant and against the respondent firstly when the complainant contacted the respondent and finally when the respondent flatly refused to listen the genuine and lawful request made by the complainant and the same cause of action is still continuing.
11. That the parties to the complaint are resident of Lahore, cause of action also accrued at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate upon the matter.
12. That the prescribed court fee has been affixed on the complaint.

It is, therefore, most respectfully prayed that respondent may very kindly be summoned and be penalized by way of directing to make the payment of Rs.16,77,800/- to the complainant on account of damages mentioned above in the interest of justice.

Any other relief which this Honourable Court deems fit may also be awarded.

Complainant

Through

Mian Naveed Sadiq
Advocate High Court
Office No.7, Ground Floor,
Al-Qadar Center,
Opp. AG Office Chowk, Lahore.

IN THE COURT OF DISTRICT PRESIDING OFFICER,
CONSUMER COURT, LAHORE.

In re:-

Mujahid Ali
VERSUS
Faisal Movers (KCS)

(CONSUMER COMPLAINT)

AFFIDAVIT OF: **Mujahid Ali** son of Muhammad Rafiq,
resident of _____

I the above named deponent do hereby solemnly affirm and
declare as under:

That the contents of accompanying **Complaint** may kindly
be read as integral part of this affidavit and nothing has been
concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of March, 2024
which the contents of the above Affidavit are true and

correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

IN THE COURT OF SPECIAL JUDGE (RENT)
TRIBUNAL, LAHORE.

Petition No. _____ /2024

Muhammad Muiz son of Mazhar Ahmed, situated at Abadi Deen
Daran Pulli, Near Masjid Ahly Hadees, maqsoodanpura, Lahore.

Petitioner

V E R S U S

Tanveer Ahmed son of Abdul Rasheed, resident of House No.5,
Street No.4-A, Mohallah Gousia Park, Singpura, Baghbanpura,
Lahore.

Respondent

PETITION UNDER SECTION 12 & 26(3) PUNJAB RENTED PREMISES ACT, 2009 FOR GRANT OF INTERLOCUTORY ORDER IN SHAPE OF RESTRAINING ORDER FOR DISPOSSESSING THE PETITIONER FROM SUIT PROPERTY ILLEGALLY AND UNLAWFULLY WITHOUT ADOPTING DUE COURSE OF LAW.

Respectfully Sheweth:-

1. That the addresses and particulars of the parties given above are correct for the purposes of the services of notices and summons etc.
2. That the petitioner was inducted as tenant by the respondent in his **Property/House land measuring 3-1/2-Marlas, double story constructed house consisted upon two rooms, TV lounge, Drawing Room, Kitchen, Washroom & water motor with running condition, including utility connections i.e. electricity, Water, sui gas, situated at Abadi Deen Daran Pulli, Near Masjid Ahly Hadees, maqsoodanpura, Lahore** on the basis of agreement of rent dated 15.02.2023. The monthly rent was fixed as Rs.20,000/- and the petitioner also paid security amount of Rs.40,000/-. ***Initially the***

period of rent for 11-months but later on it was orally extended by way of mutual understanding between the parties as evident that the petitioner is still in possession of suit property.

3. That afterwards the petitioner started to reside in the said rented property without any interference and hindrance.
4. That the petitioner is paying regularly monthly rent to the respondents without any default since agreement of rent executed between the parties without any delay.
5. That the petitioner is also making payment of utility bills to the concerned department regularly.
6. That the petitioner is residing in the suit property without any interruption and the petitioner is fulfilling all obligation and duties towards him. It is pointed out that the respondent without serving any notice which is the mandate of law and also as per the contents of the written tenancy agreement is trying to dispossess the petitioner from the suit property illegally and unlawfully,

while he has no authority to do this act in any manner whatsoever.

7. (1) FIR No.5529/2023, Under Offence 462-J PPC, dated 29.10.2023, Police Station Harbanshpura, Lahore, (2) FIR No.5280/2023, Under Offence 462-J PPC, dated 13.10.2023, Police Station Harbanshpura, Lahore, (3) FIR No.5461/2023, Under Offence 462-J PPC, dated 06.11.2023, Police Station Baghbanpura, Lahore, (4) FIR No.5580/2023, Under Offence 462-J PPC, dated 06.11.2023, Police Station Baghbanpura, Lahore, (5) FIR No.1112/2024, Under Offence 462-J, 486-PPC, dated 06.11.2023, Police Station Baghbanpura, Lahore.
8. That on 22.02.2024, the respondent alongwith police officials of Police Station Harbanspura, Lahore and also officials of Wapda and alongwith some gunda elements came at the suit property and tried to dispossess the petitioner from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and petitioner he failed to do so and left the spot while extending threats that he will come again with more

force and will dispossess the petitioner from the suit property.

9. That the petitioner approached the respondent and requested him not to create interference into the peaceful possession of the petitioner and also be restrained from dispossessing the petitioner from the above said house, but the respondent flatly refused to listen the genuine request of the petitioner.

10. That the said act of the respondent is illegal and unlawful. If by way of permanent injunction the respondent is not restrained from dispossessing the petitioner from the above said house illegally, unlawfully and forcibly, the petitioner shall suffer a lot.

11. That the cause of action accrued in favour of the petitioner and against the respondents firstly when the respondents forcibly tried to dispossess the petitioners from the suit property and finally when the respondents flatly refused to listen the genuine and lawful request

made by the petitioner and the same cause of action is still recurring day by day.

12. That the parties of the suit are also resident at Lahore, suit property is situated at Lahore, the cause of action also arose at Lahore, therefore, the civil courts Lahore has got jurisdiction to entertain the suit.
13. That the value of the suit for the purposes of court fee and jurisdiction is Rs.2,000/- which is exempted from court fee.

It is therefore, respectfully prayed that petition may very kindly be accepted and respondent may very kindly be restrained from dispossessing the petitioner from the said house in question illegally, unlawfully and forcibly without due course of law in the interest of justice.

***Any other relief to which the petitioner is
found entitled may also be granted.***

Petitioner

Through

***Mian Khalid Mehmood
Advocate High Court***

VERIFICATION:-

Verified on Oath at Lahore on day of March, 2024 that the contents of Paras Nos.1 to 9 are correct to my knowledge and the remaining Paras Nos.10 to 12 thereof are correct to information and belief.

Petitioner

IN THE COURT OF SPECIAL JUDGE (RENT)
TRIBUNAL, LAHORE.

In re:

Muhammad Muiz Vs. Tanveer Ahmed

(PETITION UNDER SECTION 26(3) PUNJAB RENTED PREMISES
ACT, 2009)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.

Respectfully Sheweth:

1. That the petitioner has filed the above titled petition in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the petition may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondent.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained from dispossessing the petitioner from the above said house in dispute illegally, unlawfully and forcibly till the final decision of the main petition in any manner whatsoever.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

***Mian Khalid Mehmood
Advocate High Court***

IN THE COURT OF SPECIAL JUDGE (RENT)
TRIBUNAL, LAHORE.

In re:

Muhammad Muiz Vs. Tanveer Ahmed

(PETITION UNDER SECTION 26(3) PUNJAB RENTED PREMISES
ACT, 2009)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.

AFFIDAVIT OF: **Muhammad Muiz** son of

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

*Verified on Oath at Lahore this _____ day of March,
2024 that the contents of the above affidavit are
true and correct to the best of my knowledge and
belief and nothing has been concealed therein.*

Deponent

MUHAMMADI SHARIF Welfare Society

Office: Muhammadi Sharif Welfare Society, Karak Muhammadi, District Chiniot.

To,

The District Officer (IPWM)
Office of the Registrar,
Joint Stock Company,
Chiniot.

Subject: **Registration of Muhammadi Sharif Welfare Society,
District Chiniot.**

Dear Sir,

Kindly find enclosed herewith the relevant papers as mentioned below for your necessary action:-

1. Memorandum and Articles of Association.
2. I.D Cards of each officer Bearer.
3. T. for Registration fee.
4. Affidavit.

It requested that the registration certificate of our Muhammad Sharif Society may be issued as early as possible.

Yours Sincerely

Dated: _____

Muhammad Qamar-ul-Haq
President

MEMORANDUM

Name: - "**MUHAMMADI SHARIF WELFARE SOCIETY**"

(An Educational & Welfare Society under the Society Registration Act 1860).

Registered office:- Muhammadi Sharif Welfare Society, Situated at Village Kark Muhammadi, District Chiniot.

Aims & objects of the Association:-

1. To set up/take over/ establish Islamic Arabic / Technical/ Medical, Schools, Colleges, Universities, chain of Institutions or establish its branches within the country and on International level.
2. To establish Libraries to provide facilities for research.
3. To arrange, for the publication of Islamic / Technical / Medical research papers, thesis for all the segments of the society especially for Muslims on large scale.
4. To promote educational/research oriented relations and contacts between Muslim countries and to the western world.
5. To review and improve the educational systems obtaining at the moment and help planning such on educational system as be based on purely Islamic point of view which should satisfy most of the requirements of Muslims.
6. In pursuance of the above mentioned objects the said society would also establish all kind of institutions for the betterment

of society especially the Muslim community e.g, Educational, Agricultural and Medical, Technical and industrial Departments/Research Institutions etc. The Society would promote the awareness and beneficial

usage along with practice of scientific knowledge and skills within the society.

7. To set up such Training Institutions that may produce teachers /Preachers and workers enamored of devoted in Islam.

7.1. The said society has been running a Great Islamic Institution from 1933 Jamia Muhammadi Sharif, under the guidance and supervision of Renowned Islamic Scholars Founded by Namely Hazrat Mollana Muhammad Zakir, Hazrat Mollana Muhammad Rehmatullah, _____,

_____ And Hazrat Allama Khawaja Hafiz Muhammad Qamar-ud-Din, Sial Sharif, Moulana _____ Muhammad Sahib (Fazil-i-Arabi) honorary Mudarris and Nazim-i-jamis (Muhammadi Sharif). Sheikh Muhammad Saaed Sahib Advocate Jhang Saddar.

Maulana Abdul Sattar khan Sahib, M.A.Chaudhary Wali Muhammad Sahib, (Retired Inspector) Jhang. Allama Muhammad Karem Shah Sahib, _____ 8.A. (Al-Aahari) Bhare. Mian Hassan-ud- din Hanjara samunder (Jhang). Sheikh Mahboob Elahie (Retired Executive Engineer) Ex. M.L.A, Lyallpur.Ch. Aziz- ud-Din Sahib, M.N.A., Advocate Lyallpur.Haji Muhammad Sahfi Sahib, Director Crescent Textile Mills, Lyallpur. Rai Ahmad Noor Sahib, Advocate Jhang Saddar. Sheikh-ul- Jamia (Head of the Arabic Islamic Department, Society). Convener or General Manager (_____), Maulana Muhammad Zakir Sahib, Ex-M.P.A Muhammad Sharif District Jhang. All above narrated personalities have given their life for the betterment of Muslim community/Mission of Hazrat Mollana Muhammad _____.

As per Constitution of Muhammadi Sharif Welfare Society would be welfare society and following would be the articles for the management of the society.

1. Every adult Muslim who is
 - a. Sane
 - b. Professes and lives upto the creed of Ahli-Sunnat-Wal-Jamaat. (c) Thoroughly alines himself with the Aims and objects of the Society

- c. Every person shall be deemed to be a member of the Society subject to the approval of the managing committee and special approval from the president of the society
- 2. Every member can continue the Membership as long they true to the aims and objectives and prescribed discipline of the said society

The updated list of the governing body will surely will present in the office of the said society

- 3. The President of the society is empowered to summon the general as well as the extra ordinary meeting of the managing committee as per requirement of the matter.

Provided also if any three members of the managing committee send to the president and general secretary, a written application, call for meeting with the mentioning of agenda.

- 4. The general secretary of the society with the due legal (written) permission of the president shall issue a notice for holding of meeting, of at least four days before the meeting, to all the members of the governing body
- 5. 3/4 Members shall constitute a Quorum of the meeting.
- 6. The President shall preside the meeting. But in his absence the President the vice president will preside the meeting but after the meeting

the details of the proceedings about the agenda will be presented before the president of the society for the final approval of the matter All decisions of the Managing Committee shall be taken, by the majority of votes.

7. The Managing Committee shall meet at least once in every month.
8. Notwithstanding, that it is also writing to note that, anything contained in the proceeding sections, if some matters requires immediate attention, come up for consideration, and it is feared, that, if it is deferred till the coming meeting and the delay would be damaging and detrimental to the administrative efficiency or other interests of said Society, the president can take an equitable and just decision, after a formal consultation with General Secretary and members present at the time.
9. That, all such matters, shall be put up in the next session of the meeting for discussion and approval.
10. That If some member of the managing committee at some time or other seriously infringes some moral, legal, religious, or adopt an attitude against the interests, creed, aim or integrity of the Society, the managing committee after calling for his explanation may dismiss him after the final approval of the president.
11. All properties/assets moveable or immovable shall vest in or for the Society will be used for the achievement of the aims and objectives of the society for the betterment of the humanity.
12. The managing committee would exercise control over the properties/assets of the society and would be responsible for the general administration of the society.
13. No member of the Society shall be entitled to sell or mortgage the property of the Society. The president shall be entitled to purchase sell, lend or lease any part of the property/properties/assets about

which specific approval of the managing committee has been obtained.

14. The president with the approval of the managing committee shall be allowed to appoint some trustworthy persons as managers/attorneys to perform different administrative tasks for the purpose of efficient administration.
15. All funds of the Society shall be deposited either in the Society's bank account opened in a bank approved by the managing committee.
16. The general secretary shall be responsible for the regular and up to date maintenance or all records and accounts, in doing so, he can appoint the eligible and qualified staff as may be necessary with the final approval of the president and the majority of the members of the managing committee.
17. The accounts of the Society shall audited every year from a legal entity as per requirement of the law.
18. The general secretary shall, on behalf of the managing committee, carry on all correspondence, keep all accounts and records conducts all dealings with the government e.g. Exchange and division of landed property etc. with the complete and comprehension consultation with the president of the society.
19. The managing committee may amend or alter this constitution in a meeting specially convened in which 75% of the members are present or have sent their opinion in writing. But they shall not be entitled in any to change the spirit of this

constitution and incorporate anything which is contrary to the Hanfiya doctrine.

Sd/-

Sd/-

Sd/-

Sd/-

_____ to be continued.

***IN THE COURT OF SENIOR CIVIL JUDGE WITH THE
POWERS OF JUDGE FAMILY COURT, LAHORE***

Family Suit No. _____ /2023

*Mustafa Muhammad Ayub son of Mohammad Ayub resident of House No. 32, XX
Defence Phase-III, Lahore.*

.....*Plaintiff*

VERSUS

Sameen Rasheed Choudhary wife of Mustafa Muhammad Ayub, daughter of Abdul Rasheed Choudhary, resident of House No. 54-A, Mohallah Peoples Colony No. 1, Faisalabad, Tehsil Faisalabad, City, District, Faisalabad.

.....Defendant

SUIT FOR RESTITUTION OF CONJUGAL RIGHTS

Respectfully Sheweth

1. *That the names and addresses of the parties have correctly been mentioned in the title of the plaint for effecting service of summons and notices.*
2. *That the brief facts leading to file the instant suit are that the Nikah between the plaintiff and defendant solemnized on 09.01.2023 according to Muslim Rites & Rituals, against a dower amount of Rs. 2,90,000/- which paid at the time of Nikah. The said Nikahnama duly registered by the Registrar of Nikah. Copies of the Nikahnama & Computerized Marriage Registration Certificate are attached herewith for the kind perusal of this Honourable Court.*
3. *That, the date of Baraat settled on 11.08.2023, similarly, date of Walima settled on 13.08.2023, in this regard, the Baraat Card and Walima Card divided between the relatives of the plaintiff's side, further, two sisters of the plaintiff settled at U.K. and they also came in Pakistan to attend the marriage ceremony of the plaintiff with the defendant. Copies of the Marriage Cards are attached herewith for the kind perusal of this Honourable Court.*
4. *That it is pertinent to mention here that the plaintiff is nationality holder of U.K, and the plaintiff is also doing his job at U.K., whereas, the plaintiff came to Pakistan for solemnization of Nikah with the defendant and after solemnization of Nikah the plaintiff went back to U.K. It is significant to mention here that at the time of Nikah, the plaintiff paid an amount of Rs.*

2,90,000/- as prompt dower to the defendant, further, the plaintiff also gave a gold ring worth of Rs. 3,00,000/- to the defendant as well as also gave a gold set weighing 5-Tolas to the defendant at the time of Nikah. Further, the plaintiff from his own bear an amount of more than Rs. 15,00,000/- for air traveling from U.K. to Pakistan. Copies of the detail of tickets are attached herewith.

5. *That it is pertinent to mention here that before Nikah it was settled between the elders of the plaintiff as well as elders of the defendant and the plaintiff and defendant also agreed upon that the defendant will shift to U.K., where the defendant will be joined the plaintiff and will also perform her part of marital obligation in the house of the plaintiff, whereas, after solemnization of Nikah, the plaintiff submitted an application on dated 16.06.2023 to U.K. Visa & Immigration Authority for obtaining the visa of the defendant and the same also confirmed, further, the plaintiff also bear all kind of expenses for visa process which worth of approximately Rs. 16,00,000/- for shifting the defendant in U.K. with him. Copy of the application is attached herewith.*
6. *That before settled dates of Rukhsati of the defendant the plaintiff alongwith his family members came back in Pakistan for attending the marriage function, but before one week of marriage, the family of the defendant as well as defendant declined for marriage function of the marriage of the plaintiff and defendant and also refused to shift the defendant at U.K. with the plaintiff.*
7. *That it is also pertinent to mention here that the plaintiff also book the marriage hall in high profile way for marriage function of his marriage with the defendant.*
8. *That, the plaintiff himself as well as through respectables of the family requested the parents of the defendant as well as defendant for joining of the*

defendant with the plaintiff at U.K. but they did not bother the request of the plaintiff.

9. *That the plaintiff has great love and affection towards his wife and seeks a direction from this Honourable Court to direct to the defendant to join the plaintiff at U.K. but the elders of the defendant are the main obstacles in this reunion of the spouses, hence this suit.*
10. *That the plaintiff is ready to perform his part of conjugal rights but the defendant throughout has failed to perform her part of conjugal rights.*
11. *That the cause of action accrued in favour of the plaintiff and against the defendant due to the abovesaid facts and circumstances and finally a week ago when the defendant flatly refused to accede the genuine and lawful request of the plaintiff, which is still continuing.*
12. *That the parties of the suit reside at Lahore, the cause of action also accrued at Lahore, therefore, this Honourable Court has got the jurisdiction to entertain and try this suit.*
13. *That the requisite court fee has been affixed on the plaint.*

In view of the above submissions, it is, therefore, most respectfully prayed that a decree for Restitution of Conjugal Rights may kindly be passed in favour of the plaintiff and against the defendant by ordering the defendant to perform her matrimonial obligations with the plaintiff's house at U.K. for the betterment of herself as well as for securing the matrimonial tie in the supreme interest of justice, law, equity and fair play.

Any other just and equitable relief to which this Honourable Court may deems proper and fit in the circumstances of the case may also kindly be awarded to the plaintiff.

Plaintiff

Through

MUHAMMAD SALEEM KALYAR

Advocate High Court

Aiwan-e-Adal, Lahore

VERIFICATION

Verified on oath at Lahore on this 18th day of November 2023 that the contents of the paras No. 1 to 9 are correct to the best of my knowledge and those of remaining paras No. 10 to 12 are correct to the best of my information and belief.

Plaintiff

***IN THE COURT OF SENIOR CIVIL JUDGE WITH THE
POWERS OF JUDGE FAMILY COURT, LAHORE***

In re:

Mustafa Muhammad Ayub VERSUS Sameen Rasheed Choudhary

(SUIT FOR RESTITUTION OF CONJUGAL RIGHTS)

**LIST OF WITNESSES ON BEHALF
OF THE PLAINTIFF**

1. .
2. .
3. Plaintiff himself as his own witness.

All the witnesses shall support the contents made in the plaint.

Plaintiff

Through

***MUHAMMAD SALEEM KHAN
Advocate High Court***

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2023

1. **Muhammad Khan** son of Manzoor Ahmed, resident of
2. Muqadas Khan daughter
3. Usman Haider son
4. Mariam Khan daughter
5. Muhammad Anas son
6. Muzamil Hussain son
7. Iman Fatima daughter

(minors through their real father plaintiff No.1)

V E R S U S

Plaintiff

1. Administrator Field Registration Office No.138, Lahore.

2. Registration Clerk Field Registration Office No.138,

Lahore.

Defendants

SUIT FOR DECLARATION AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is respectable and law abiding citizen.
- 3- That the plaintiff born on _____.
- 4- That so far the birth certificate of the plaintiff has not been issued due to unavoidable circumstances.
- 5- That the plaintiff alongwith witnesses numerously approached the defendants apprised to issue the birth certificate of plaintiff but the defendants kept on lingering the matter without any rhyme, reason and

justification and a week before flatly refused and demanded decree of this Honourable Court.

- 6- That the plaintiff is facing great difficulties due to non-issuance of birth certificate.
- 7- That the defendants are legally bound to issue birth certificate.
- 8- That the cause of action accrued in favour of the plaintiff against the defendants firstly when the defendants lingered the matter of issuance of birth certificate and finally when the defendants flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 9- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, hence this Honourable Court has got jurisdiction to adjudicate upon the matter.

- 10- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER;

It is, therefore, most respectfully prayed that a decree for declaration alongwith mandatory injunction may kindly be passed in favour of the plaintiff against the defendants; declaring that plaintiff has legal right to get issued Birth Certificate and defendants is legally bound to issue the same.

It is further prayed that through decree of mandatory injunction directing the defendants to issue Birth certificate of plaintiff expeditiously, in the interest of justice, equity and fair play.

Any other relief which this Honourable Court deems fit may also be granted.

Plaintiff

Through:-

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of September, 2023 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2023

1. **Muhammad Khan** son of Manzoor Ahmed, resident of

2. Muqadas Khan daughter

3. Usman Haider son

4. Mariam Khan daughter

5. Muhammad Anas son

6. Muzamil Hussain son

7. Iman Fatima daughter

(minors through their real father plaintiff No.1)

Plaintiff

V E R S U S

1. **Administrator Field Registration Office No.138, Lahore.**

2. **Registration Clerk Field Registration Office No.138,**

Lahore.

Defendants

SUIT FOR DECLARATION AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is respectable and law abiding citizen.
- 3- That the plaintiff born on _____.
- 4- That so far the birth certificate of the plaintiff has not been issued due to unavoidable circumstances.
- 5- That the plaintiff alongwith witnesses numerously approached the defendants apprised to issue the birth certificate of plaintiff but the defendants kept on lingering the matter without any rhyme, reason and justification and a week before flatly refused and demanded decree of this Honourable Court.
- 6- That the plaintiff is facing great difficulties due to non-issuance of birth certificate.
- 7- That the defendants are legally bound to issue birth certificate.

- 8- That the cause of action accrued in favour of the plaintiff against the defendants firstly when the defendants lingered the matter of issuance of birth certificate and finally when the defendants flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 9- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, hence this Honourable Court has got jurisdiction to adjudicate upon the matter.
- 10- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration alongwith mandatory injunction may kindly be passed in favour of the plaintiff against the defendants; declaring that

plaintiff has legal right to get issued Birth Certificate and defendants is legally bound to issue the same.

It is further prayed that through decree of mandatory injunction directing the defendants to issue Birth certificate of plaintiff expeditiously, in the interest of justice, equity and fair play.

Any other relief which this Honourable Court deems fit may also be granted.

Plaintiff

Through:-

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of September, 2023 that the contents of the above plaint from Paras 1 to 7 are true and correct

to the best of my knowledge and rest of the Paras 8 to 10 correct to the best of my information and belief.

Plaintiff

**IN THE COURT OF MR. SARDAR UMER HASSAN, SPECIAL JUDGE (RENT),
LAHORE.**

AMENDED EJECTMENT PETITION

Mian Mudassar son of Mian Muhammad Sadiq, resident of 5/R,
Ittehad Colony, Multan Road, Lahore.

Petitioner

VERSUS

Chaudhry Sami Ullah son of Chaudhry Ghulam Muhammad, resident of
7-Aziz Mansion, Link Mcleod Road, Lahore.

Respondent

**EJECTMENT PETITION UNDER SECTION 13 OF THE PUNJAB RENT
RESTRICTION ORDINANCE, 1959.**

Respectfully Sheweth:-

1. That the petitioner entered into an agreement to sell
Dated 21.05.2004 with the respondent with regard to the
following six different properties:-

- a. S-II-27-S-4 Micro Center, situated at 7-Nazir Mansion, Link Mcload Road, Lahore.
 - b. S-52-R-5, Shifa Medicos Building, situated at Chowk Mayo Hospital, 69-Nisbat Road, Lahore.
 - c. S-52-R-13 complete building alongwith shops, Shifa Laboratories situated at 63-Nisbat Road, Lahore.
 - d. S-52-R-17 complete building alongwith shops, situated at 17-Nisbat Road, Lahore.
 - e. S-31-R-152-D situated at 4-Mecload Road, Lahore, measuring 3-Kanals, 10-Marlas.
 - f. SW-II-8-DS/2/G measuring 9-Kanals, & 78-Sq.Ft. situated within the limits of Mouza Sanda Kalan, Main Band Road, Lahore, Tehsil & District Lahore.
2. That the total consideration settled between the above said parties was Rs.10,00,00,000/- (Rupees ten crore) which was duly paid to the respondent. The respondent was reluctant to execute the sale deed in favour of the petitioner, whereupon the petitioner was constrained to file a suit for Specific Performance, which was entrusted to the court of Mr. Arshad Hussain, Learned Civil Judge, Lahore. The respondent was duly served and he appeared before the learned court, whereby the respondent in response to the suit of the petitioner demanded an amount of Rs.100,000/- in addition for the payment of commission to the Property Dealer over and above the said consideration amount of Rs.10,00,00,000/-. The said

amount of Rs.100,000/- was deposited with the court, which the respondent withdrew from the court and conceding statement was made by the respondent before the learned court, whereupon the Honourable Court was pleased to decree the suit in favour of the petitioner via judgment and decree dated 12.02.2005.

3. That it is worth mentioning here that after entering into an agreement to sell dated 21.05.2004, the respondent took 4 properties out of the above said 6-properties on rent vide rent agreement dated 26.05.2004 and agreed to pay a lump sum amount Rs.120,000/- for the 4-properties, which he acquired on rent.
4. That the petitioner in pursuance of the judgment and decree dated 12.02.2005 filed execution petition before the court for getting the sale deed registered in his favour, whereupon the learned court was pleased to nominate Mr. Musharraf Ali Shah, Ahlmad of the court for presenting sale deed before Sub-Registrar and getting the same registered in favour of the petitioner. The said Gentlemen in pursuance of the order presented the sale deed before the Sub-Registrar, Data Gang Bakhsh Town, Lahore, for registration of the sale deed and duly got them registered in favour of the petitioner. It is further submitted that the property mentioned in Para 1(a) was duly transferred through sale deed vide Dastawais No.218, Behi No.1, Jild No.964 dated 06.01.2006 registered with the Sub-Registrar, Data Ganj Baksh Town, Lahore in favour of the petitioner.

5. That since the respondent had already executed an agreement with respect to 4-properties acquired on rent, he defaulted in payment of rent with respect of the property bearing No.S-II-27-S-4 situated at Aziz Mansion Link Mcloed Road, Lahore. The above said property is consisting of six storeys alongwith four shops. The said property has been depicted in the plan attached with this ejectment petition and has been shown in red colour and is bounded as under:-

East: K EMC Hostel and Road

West: Ground Link Patiala Road.

North: Building belonging to other.

South: Building belonging to other.

6. That rent agreed as in the consolidated agreement with respect to this property was Rs.50,000/- per month. The respondent has paid rent of this property to the petitioner up to June, 2005, and thereafter the respondent defaulted in the payment of rent for the month of July, August, and September, 2005, and thus, the rent accumulated to the tune of Rs.150,000/-. It is further submitted that the respondent also defaulted in the payment of rent from February, 2006 to date and thus the rent accumulated against the respondent from July to September, 2005 and February 2006 to date comes to Rs.550,000/- for the above said defaulted month.
7. That the respondent through writing dated 26.07.2006 admitted to pay the outstanding rent by 26.08.2006 and stated if he fails to pay the rent, he would vacate the premises and will deliver the possession of the property in question to the petitioner. The respondent has failed to comply with the undertaking made by him and has defaulted in payment of rent. It is further submitted that respondent has also executed 4 receipts with regard to the rent due against him.
8. That the respondent has been asked time and again to pay the outstanding rent but he has failed to pay or tender the rent outstanding against him as per terms and conditions of the agreement dated 26.05.2004; hence the petitioner has been constrained to seek the indulgence of this Honourable Court through this ejectment petition inter alia on the following:-

G R O U N D S

- a. That the Respondent has defaulted in payment of rent for the months of July, August, and September, 2005 and February, 2006 to date at the rate of Rs.50,000/- per month and the rent for the defaulting months as accumulated is to the tune of Rs.550,000/-
 - b. That the Respondent has become inimical towards the petitioner and in order to satisfy his vanity is damaging the property in question, whereby the value and utility of the property in question has very much impaired.
 - c. That the building in question is required by the petitioner bona fide for his personal use and occupation.
9. That the cause of action accrued in favour of the petitioner against the respondent as and when he defaulted in payment of rent as alleged above. The cause of action also accrued when the petitioner required the property in question for his personal use and occupation. The cause of action is continuing one and accruing from day to day.
10. That the property in question is situated at Lahore and the parties to the ejectment petition are also residing at Lahore, the rent agreement was also executed at Lahore, therefore, the Rent Controller at Lahore has the jurisdiction to entertain and adjudicate upon the matter.

11. That the fixed court fee under the law as Rs.15/- has been affixed on the petition.

It is, therefore, most respectfully prayed that decree may kindly be passed in favour of the petitioner against the respondent thereby directing the respondent to deliver the vacant possession of the above said building to the petitioner as per plan annexed with the petition.

It is further prayed that during the pendency of the ejectment petition, the Respondent may also be ordered to deposit the rent in court at the agreed rate.

It is further prayed that the Respondent may kindly be ordered to deposit the rent for the defaulting months amounting to Rs.5,50,000/-.

Any other relief to which this Honourable Court deems fit may also be awarded to the petitioner.

PETITIONER

Through
Counsel

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 that the contents of the above petition from Paras No.1 to 8 are true and correct to the best of my knowledge and rest of the Paras No.9 to 11 correct to the best of my information and belief.

Petitioner

IN THE COURT OF MR. SARDAR UMER HASSAN, SPECIAL JUDGE (RENT), LAHORE.

AMENDED EJECTMENT PETITION

Mian Mudassar son of Mian Muhammad Sadiq, resident of 5/R, Ittehad Colony, Multan Road, Lahore.

Petitioner
VERSUS

Chaudhry Sami Ullah son of Chaudhry Ghulam Muhammad, resident of 7-Aziz Mansion, Link Mcleod Road, Lahore.

Respondent

**EJECTMENT PETITION UNDER SECTION 13 OF THE PUNJAB RENT
RESTRICTION ORDINANCE, 1959.**

Respectfully Sheweth:-

1. That the petitioner entered into an agreement to sell Dated 21.05.2004 with the respondent with regard to the following six different properties:-
 - a. S-II-27-S-4 Micro Center, situated at 7-Nazir Mansion, Link Mcload Road, Lahore.
 - b. S-52-R-5, Shifa Medicos Building, situated at Chowk Mayo Hospital, 69-Nisbat Road, Lahore.
 - c. S-52-R-13 complete building alongwith shops, Shifa Laboratories situated at 63-Nisbat Road, Lahore.
 - d. S-52-R-17 complete building alongwith shops, situated at 17-Nisbat Road, Lahore.
 - e. S-31-R-152-D situated at 4-Mecload Road, Lahore, measuring 3-Kanals, 10-Marlas.
 - f. SW-II-8-DS/2/G measuring 9-Kanals, & 78-Sq.Ft. situated within the limits of Mouza Sanda Kalan, Main Band Road, Lahore, Tehsil & District Lahore.
2. That the total consideration settled between the above said parties was Rs.10,00,00,000/- (Rupees ten crore) which was duly paid to the respondent. The respondent was reluctant to execute the sale deed in favour of the petitioner, whereupon the petitioner was constrained to file a suit for Specific Performance, which was entrusted to the court of Mr. Arshad Hussain, Learned Civil Judge, Lahore. The respondent was duly served and he appeared

before the learned court, whereby the respondent in response to the suit of the petitioner demanded an amount of Rs.100,000/- in addition for the payment of commission to the Property Dealer over and above the said consideration amount of Rs.10,00,00,000/-. The said amount of Rs.100,000/- was deposited with the court, which the respondent withdrew from the court and conceding statement was made by the respondent before the learned court, whereupon the Honourable Court was pleased to decree the suit in favour of the petitioner via judgment and decree dated 12.02.2005.

3. That it is worth mentioning here that after entering into an agreement to sell dated 21.05.2004, the respondent took 4 properties out of the above said 6-properties on rent vide rent agreement dated 26.05.2004 and agreed to pay a lump sum amount Rs.120,000/- for the 4-properties, which he acquired on rent.
4. That the petitioner in pursuance of the judgment and decree dated 12.02.2005 filed execution petition before the court for getting the sale deed registered in his favour, whereupon the learned court was pleased to nominate Mr. Musharraf Ali Shah, Ahlmad of the court for presenting sale deed before Sub-Registrar and getting the same registered in favour of the petitioner. The said Gentlemen in pursuance of the order presented the sale deed before the Sub-Registrar, Data Gang Bakhsh Town, Lahore, for registration of the sale deed and duly got them registered in favour of the petitioner. It is further submitted that the property mentioned in Para

- 1(d) was duly transferred through sale deed vide Dastawais No.2966, Behi No.1, Jild No.1019 dated 31.03.2006 registered with the Sub-Registrar, Data Ganj Baksh Town, Lahore in favour of the petitioner.
5. That since the respondent had already executed an agreement with respect to 4-properties acquired on rent, he defaulted in payment of rent with respect of the property bearing No.S-52-R-17 situated at 17-Nisbat Road, Gawalmandi, Lahore. The above said property measuring 12-Marlas consists 3 storey building alongwith shops. The said property has been depicted in the plan attached with this ejectment petition and has been shown in red colour and is bounded as under:-
- East: Road.
- West: Road.
- North: Property belonging to other.
- South: Property belonging to other.
6. That rent agreed as in the consolidated agreement with respect to this property was Rs.20,000/- per month. The respondent has paid rent of this property to the petitioner up to June, 2005, and thereafter the respondent defaulted in the payment of rent for the month of July, August, and September, 2005, and thus, the rent accumulated to the tune of Rs.60,000/-. It is further submitted that the respondent also defaulted in the payment of rent from February, 2006 to date and thus the rent accumulated against the respondent from July to

September, 2005 and February 2006 to date comes to Rs.220,000/- for the above said defaulted month.

7. That the respondent through writing dated 26.07.2006 admitted to pay the outstanding rent by 26.08.2006 and stated if he fails to pay the rent, he would vacate the premises and will deliver the possession of the property in question to the petitioner. The respondent has failed to comply with the undertaking made by him and has defaulted in payment of rent. It is further submitted that respondent has also executed 4 receipts with regard to the rent due against him.
8. That the respondent has been asked time and again to pay the outstanding rent but he has failed to pay or tender the rent outstanding against him as per terms and conditions of the agreement dated 26.05.2004; hence the petitioner has been constrained to seek the indulgence of this Honourable Court through this ejectment petition inter alia on the following:-

G R O U N D S

- a. That the Respondent has defaulted in payment of rent for the months of July, August, and September, 2005 and February, 2006 to date at the rate of Rs.20,000/- per month and the rent for the defaulting months as accumulated is to the tune of Rs. 220,000/-
- b. That the Respondent has become inimical towards the petitioner and in order to satisfy his vanity is damaging the property in question, whereby the value

- and utility of the property in question has very much impaired.
- c. That the building in question is required by the petitioner bona fide for his personal use and occupation.
9. That the cause of action accrued in favour of the petitioner against the respondent as and when he defaulted in payment of rent as alleged above. The cause of action also accrued when the petitioner required the property in question for his personal use and occupation. The cause of action is continuing one and accruing from day to day.
10. That the property in question is situated at Lahore and the parties to the ejectment petition are also residing at Lahore, the rent agreement was also executed at Lahore, therefore, the Rent Controller at Lahore has the jurisdiction to entertain and adjudicate upon the matter.
11. That the fixed court fee under the law as Rs.15/- has been affixed on the petition.

It is, therefore, most respectfully prayed that decree may kindly be passed in favour of the petitioner against the respondent thereby directing the respondent to deliver the vacant possession of the above said building to the petitioner as per plan annexed with the petition.

It is further prayed that during the pendency of the ejectment petition, the Respondent may also be ordered to deposit the rent in court at the agreed rate.

It is further prayed that the Respondent may kindly be ordered to deposit the rent for the defaulting months amounting to Rs.220,000/-.

Any other relief to which this Honourable Court deems fit may also be awarded to the petitioner.

PETITIONER

Through
Counsel

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 that the contents of the above petition from Paras No.1 to 8 are true and correct to the best of my knowledge and rest of the Paras No.9 to 11 correct to the best of my information and belief.

Petitioner

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____/2023

Muhammad Mushtaq son of Saman Khan, resident of Karbath,
Badian Road, Lahore.

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN**, Division Defence East, Lahore.
3. **Revenue Officer**, Division Defence East, Lahore.
4. **SDO**, Sub-Division Badian Road, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No.06115630462803R, Meter No.S-256346** was under the use and occupation of the plaintiff and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him.
3. That the defendants illegally and unlawfully without considering the routine unit sent a bill for the month of **November, 2023 of Rs.163,234/-, including arrears of Rs.162,033/-** without considering the actual consumption of the plaintiff. The current bill is of Rs.1200/-.
4. That the defendants disconnected the electricity supply of the plaintiff without any lawful reason and justification.
5. That the plaintiff many a time approached to the defendants and requested them to send bill as per routine units and requested to restore the electricity supply of the plaintiff but they refused, hence this suit.
6. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of **November, 2023 of Rs.163,234/-, including arrears of Rs.162,033/-** and finally when the defendants listen the genuine request of the plaintiff and the same cause of action still continuing.
7. That the parties of the suit are from Lahore and the cause of action accrued at Lahore, hence this Hon'able Court has got jurisdiction to hear and adjudicate upon the matter.

8. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/-.

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bill of November, 2023 of Rs. 163,234/-, including arrears of Rs. 162,033/- illegal, unlawful, void, ab-initio and without considering the routine bill.

It is further prayed that the defendants may kindly be directed to correct the said impugned bill and to receive actual bill as per actual consumption.

It is also prayed that the defendants may kindly be directed to restore the electricity supply of the plaintiff.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 that the contents of the above plaint from Paras 1 to 5 are true and correct

to the best of my knowledge and rest of the Paras 6 to 8 are correct
to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Mushtaq Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

*It is, therefore, most respectfully prayed that
the respondents may very kindly be directed to
restore the electricity supply of the petitioner.*

*Ad-interim injunctive order may kindly be
passed in favour of the petitioner till the final
disposal of this suit.*

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Mushtaq Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

AFFIDAVIT OF: *Muhammad Mushtaq son of Saman Khan,
resident of Karbath, Badian Road, Lahore.*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this _____ day of December, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____/2023

- 1. Nouman Mushtaq,**
- 2. Muhammad Arslan Mushtaq,**
- 3. Anum Mushtaq,**

Sons and daughter of Raja Mushtaq Hussain Minhas, all residents of House No.224, Qaider, Street, Khadim Park, Model Town, Lahore.

Plaintiffs

V E R S U S

- 1. Muhammad Adnan Mushtaq Minhas,**
- 2. Raja Usman Mushtaq Minhas**
Sons of Raja Mushtaq Hussain Minhas, residents of House No.224, Qaiser Street, Khadim Park, Model Town, Lahore.
3. Deputy Commissioner, Lahore.
4. Sub-Registrar, Nishtar Town, Lahore.

5. Tehsildar Mouza Kot Lakhpat, Lahore.
6. Halqa Patwari, Hadbust Mouza Kot Lakhpat, Lahore.

Defendants

SUIT FOR DECLARATION CANCELLATION OF GIFT DEED BEARING DOCUMENTS NO.2400, BOOK NO.1, VOLUME NO.6699, DATED 30.01.2017, VIDE MUTATION NO.46112, DATED 28.02.2017, GIFT DEED BEARING DOCUMENT NO.2401, BOOK NO.1, VOLUME NO.6700, DATED 30.01.2017 vide mutation No.46111, Dated 28.02.2017 & GIFT DEED BEARING DOCUMENT NO.29621, BOOK NO.1, VOLUME NO.7244, DATED 28.10.2017, VIDE MUTATION NO.46828, DATED 30.11.2017 WITH PERMANENT INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties have correctly been supplied in the heading of the suit which were sufficient for the purpose of service of notices/summons issued or to be issued by this Honourable Court.
- 2- That the brief facts for filing this suit are that the mother of the plaintiffs and defendants No.1 & 2 and Mst. Dareena Mushtaq was owner in possession of land measuring 10-Marlas, bearing Khewat No.1658, Khatouni No.0.2030, Khasra No.1128/80/6.1130/40, situated at Hadbust Mouza Kot Lakhpat, Tehsil Model Town, District Lahore bearing Document No.2599, Bahi No.1, Jild No.2899, Dated 24.04.1998, vide Mutation No.37279, Dated 07.01.2008 and Documents No.6104, Bahi No.1, Volume No.970, Dated 29.07.1998 vide Mutation No.37278, Dated 07.01.2008 vide Mutation No.37278, Dated 07.01.2008, which are duly

registered in the office of Sub-Registrar, Model Town, Lahore. Copies of sale deeds and mutations are attached for the kind perusal of this Honorable Court.

- 3- That the plaintiffs and defendants No.1 & 2 and Mst. Dureena Mushtaq and real brothers and sisters and real sons and daughters of deceased Mst. Farzana Mushtaq wife of Raja Mushtaq Hussain Minhas. It is pertinent to mention here that the mother of the plaintiffs and defendants No.1 & 2 and Mst. Dareena Mushtaq has died on 16.01.2017 and left behind the plaintiffs and defendants No.1 & 2 and Mst. Dareena Mushtaq as her legal heirs. It is necessary to point out that the father of the plaintiffs, defendants No.1 & 2 and Mst. Dareena Mushtaq has died on 23.11.2019. Copy of death certificate and FRC are attached for kind perusal of this Honourable Court.
- 4- That it is pertinent to mention here that on 12.04.2021 when the plaintiff No.1 approached the defendant No.5 through written application to transfer the suit property in the names of the plaintiffs and defendants No.1 & 2 and Mst. Dareena Mushtaq being legal heirs of the deceased namely Farzana Mushtaq and the defendant No.5 marked the application to the defendant No.6 and the plaintiff No.1 shocked to listen that the suit property has been already transferred in the names of defendants No.1 & 2 through Gift Deed bearing Document No.2400 Book No.1, Volume No.6699 Dated 30.01.2017 vide Mutation No.46112 Dated

28.2.2017 & gift deed bearing Documents No.2401, Book No.1, Volume No.6700 Dated 30.01.2017 vide Mutation No.46111 Dated 28.02.2017 which was illegal, unlawful and based on fraud misrepresentation. Copies of applications to defendant No.5 alongwith affidavit, impugned Gift Deeds and mutations are attached herewith for kind perusal of this Honourable Court.

- 5- That it is necessary to point out that the plaintiff No.2 and defendants No.1 & 2 are jointly residing in the above said property and enjoying the peaceful possession of the suit property without any interruption from any corner whatsoever.
- 6- That it is also pointed out that the defendant No.2 with the active connivance of defendant No.1 again transferred the land measuring 5-marlas in his own name through Gift Deed bearing Documents No.29621, Book No.1, Volume No.7244 Dated 28.10.2017 vide Mutation No.46828 Dated 30.11.2017 illegally, unlawfully and without any legal justification just to deprive the plaintiffs and Mst. Dareena Mushtaq. Copy of Gift Deed in favour of Defendant No.2 and Mutation are annexed herewith for kind perusal of this Honourable Court.
- 7- That in these days, the mother of the plaintiffs, Mst. Dareena Mushtaq and defendant No.1 & 2 was sever illness and unsound mind and near about 65-years old lady. The defendants No.1 & 2 with the active connivance of the

defendant No.4 to 6 by playing fraud, misrepresentation, illegally, unlawfully and without any legal justification transferred the suit property in his name just to deprive the plaintiffs and Mst. Dareena Mushtaq from their valuable shares in the suit property.

- 8- That on 13.04.2021, the plaintiffs themselves as well as respectable of the family members approached to the defendants No.1 & 2 and also requested them to cancel the impugned gift deeds and transfer the suit property in the names of plaintiffs and defendants No.1 & 2 and Mst. Dareena Mushtaq as per their shares respectively but the defendants No.1 & 2 are lingering on the matter on one or the other pretext.
- 9- That on 25.04.2021 again, the plaintiffs themselves approached to the defendants No.1&2 and also requested them to cancel the impugned gift deeds and transfer the suit property in the names of plaintiffs and defendants No.1 & 2 and Mst. Dareena Mushtaq as per their shares respectively but the defendants No.1 & 2 flatly refused to accept the legal and lawful request of the plaintiffs, hence, this suit.
- 10- That if the defendant No.1 is not restrained from selling, mortgaging, alienating, transferring the suit property then the plaintiffs shall suffer irreparable loss and injury.
- 11- That cause of action firstly arose in favour of the plaintiffs and against the defendants when the mother of the plaintiffs and defendants No.1 & 2 has died, secondly on

13.04.2021 when the plaintiffs come to know about the fraud, thirdly on 25.04.2021 when the plaintiffs approached the defendants and requested them to cancel the impugned gift deeds but defendants flatly refused to accept the lawful request of the plaintiffs which is still continuing.

- 12- T
- 13- That the parties to the suit are residing at Lahore, the cause of action arose at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate upon the law.
- 14- That the value of the suit property is Rs.1,00,00,000/- and the requisite court fee will be affixed upon the plaint as per order of this Honourable Court.

PRAYER:-

Under these circumstances, it is, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiffs and against the defendants, while declaring the Gift Deeds bearing Documents No.2400, Book No.1, Volume No.6699, Dated 30.01.2017 vide Mutation No.46112 Dated 28.02.2017 & gift deed bearing Document No.2401, Book No.1, Volume No.6700, Dated 30.01.2017 Vide Mutation No.46111, Dated 28.02.2017 and gift deed bearing No.29621, Book No.1, Volume No.7244, Dated 28.10.2017 vide Mutation No.46828, Dated 30.11.2017 as null and void, ab-initio, illegal, unlawful and fraudulently may also be cancelled in the interest of justice and fair play.

It is further prayed that the defendants may kindly be restrained dispossessing the plaintiff No.2 from the suit property till the final disposal of the main suit in the interest of justice, fair play and equity.

It is further prayed that the defendant No.1 may kindly be restrained permanently from selling, mortgaging, alienating, transferring and disposing the plaintiffs from over the suit property permanently in any manner whatsoever.

Ad-interim relief may also be granted in favour of the plaintiff.

Any other relief which this Hon'able Court may deems fit and equitable may also be awarded.

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of November, 2023 that the contents of the above plaint from Paras No.1 to 11 are true and correct to the best of my knowledge and rest of the Paras No.12 to 14 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

- | | | |
|----|-----------------|----------|
| 1. | Mona Imtiaz | daughter |
| 2. | Mehwish Imtanah | daughter |

3. Ainy Qurat-ul-Ain daughter
4. Maha Mohsin daughter
5. Tahira Anas daughter
of Yasmin Imtanan, residents of House No.207, Aziz Street, Block Badar,
Allama Iqbal Town, Lahore.

Plaintiffs

V E R S U S

Public-at-Large.

Defendant

SUIT FOR DECLARATION OF LEGAL HEIRS.

Respectfully Sheweth:-

1. That the mother of plaintiffs namely Yasmin Imtanan wife of Imtanan Ahmed died on 10.08.2022 and she left behind the plaintiffs as her legal heirs. It is father of the plaintiffs Parents of deceased had also been died.

Copies of death certificates are attached herewith for kind perusal of this Hon'ble Court.

2. That the deceased Yasmin Imtanan left behind the property Property/House measuring 5-Marlas, bearing Khasra No.71/5, Khewat No.234, Khatouni No.884, situated at Badar Block, Hadbust Mouza Bhekhewal Cantt., Lahore, vide Sale Deed bearing Document No.11099, Book No.1, Volume No.594, Dated 21.08.2004, registered with the office of Sub-Registrar Allama Iqbal Town, Lahore.

Copy of ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Yasmin Imtanan and they are entitled to inherit the said property. It is pertinent to mention here that the parents of the plaintiffs belongs to Shia Sect.
4. That the plaintiffs approached to concerned department and informed about the death of Yasmin Imtanan and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Yasmin Imtanan, regarding the above said property, but they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heir of Yasmin Imtanan. Hence this suit.
5. That the cause of action arose firstly when Yasmin Imtanan died and secondly when concerned department refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with regard to the above said property and the same is still continuing.
6. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit property is also situated at Lahore, and concerned department has its office Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.
7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendant

declaring the plaintiffs as legal heirs of deceased Yasmin Imtanan regarding above said property, in the interest of justice equity and fair play.

Any other relief which this Hon'able Court deems fit and proper may also be awarded.

Plaintiffs

Through

Hafiz Adeel
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this ____ day April, 2024 that the contents of Paras No.1 to 4 are true to the best of my knowledge and belief and those of Paras No.5 to 7 are true to the best of my information and belief.

Plaintiff No.1

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____/2023

Momina Syeda Fatima daughter of S.A Naqvi, resident of Sector-D,
Phase-I, Estate Life Housing Society, Lahore.

Plaintiff

V E R S U S

Sheikh Rashid Mahmood son of Sheikh Miraj Din, resident of
House No.19-M, Model Town Extension Scheme, Lahore.

Defendant

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth;:-

- 1- That the addresses of the parties mentioned in the caption of the plaint are correct for the purpose of summons, notices and other process of this Hon'able Court.
- 2- That tersely the facts necessitating for the filing of instant suit are that the plaintiff is the owner of Property No.127,

Sector-D, Estate Life Housing Society, Phase-I, Lahore as per record of the Society.

- 3- That the defendant has no concern with the suit property.

The plaintiff did not receive any amount from the defendant regarding any agreement including the forged agreement dated 14.02.2023, same the plaintiff also did not mark the signature and affixed the thumb impression on the agreement dated 14.02.2023. Everything is fabricated, fallacious, false and frivolous, for grabbing the property by the defendant through fraud and misrepresentation.

- 4- That the agreement dated 14.02.2023 is illegal and unlawful document. After coming knowledge to the plaintiff, this agreement, the plaintiff approached the defendant and requested him to cancel the said agreement and also admit it as a null and void document, however, under the greed, ill-will the defendant refused to listen the request of the plaintiff.

- 5- That the cause of action arose in favour of the plaintiff and against the defendant when the defendant prepared the forged, fraudulent and without consideration of paying amount, agreement dated 14.02.2023 and finally when the defendant refused to declare the above said document as a null and void document and the same cause of action is still continuous.
- 6- That the parties to the suit are residing at Lahore, the cause of action arose at Lahore, the suit property is situated at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate upon the matter.
- 7- That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs.500/- and the requisite court fee shall be affixed as per order of this Honourable Court.

PRAYER:-

***Under the circumstances mentioned above it is,
therefore, most respectfully prayed that a decree for***

declaration may kindly be passed in favour of the plaintiff and against the defendant declaring that the agreement dated 14.02.2023 fully described in body of plaint as illegal, unlawful and with fraud, forged, null and void document and the same may kindly be cancelled, which is not binding upon the plaintiff, in the interest of justice.

Any other relief which this Hon'able Court may deem fit and proper may also be awarded.

Plaintiff

Through

**Khalid Mahmood
Advocate High Court**

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 that the contents of the above plaint from Paras No.1 to 4 are true and correct to the best of my knowledge and rest of the Paras No.5 to 7 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF DISTRICT JUDGE, LAHORE.

A. No. _____ /2023

Momina Syeda Fatima D/O SA Naqvi, resident of House
No.755, Mohallah Shadman-1, Lahore.

Applicant
VERSUS

1. Nasir Saeed son of Saeed Ahmed through his Special
attorney Nadeem Saeed son of Saeed Ahmed resident
of Hose No.18, Street No.5, Peer Maki Bazar, Shesh
Mehl Road, Lahore.

2. Sheikh Rashid Mehmood son of Sheikh Miraj Din,
resident of House No.9M, Model Town Extension,
Lahore.

3. Muhammad Jawad son of Muhammad Iqbal caste Kamboh,
resident of House No.668-F-2, Mohallah Wapda Town,
Lahore.

4. Kaleem Mahmood son of Mahmood Ahmad resident of
21/4, Mohallah jail Road, Lahore.

Respondent

SUBJECT: PETITION FOR AN APPROPRIATE DIRECTION TO
THE COURT CONCERNED TO DECIDE THE CASE
EXPEDITIOUSLY.

Respectfully Sheweth;

1. That the _____ has filed a suit for
_____ titled as "Jason **vs.** Barbara" which
is pending in the court of Miss Rabia Saleem,
learned Family Judge, Lahore, and is fixed for
28.03.2023.

2. That since the case has been filed, the respondent is using delaying tactics in the proceedings of the case.
3. That it is settled principle of law that justice delayed is justice denied.
4. That the petitioner is suffering a lot day by day.
5. That if direction is not issued to the court concerned for decision of case expeditiously; the applicant shall suffer irreparable loss and injury.

PRAAYER:

Under the above circumstances it is, therefore, most respectfully prayed that application may very kindly be accepted and a kind direction may very kindly be issued to the court concerned for expeditious decision of case.

Any other relief which this Hon'able Court deems fit may also be awarded.

APPLICANT

Through

Advocate High Court

IN THE COURT OF DISTRICT JUDGE, LAHORE.

A. No. _____ /2023

In re:

Barbara **vs.** Jason

APPLICATION FOR EARLY DISPOSAL OF CASE.

AFFIDAVIT OF: Barbara

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" may kindly be read as an integral part of this applicant and the contents of said application are true and correct to the best of my knowledge and belief.

Deponent

VERIFICATION:

Verified on Oath at Lahore this th day of
January, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SPECIAL JUDGE (RENT)
TRIBUNAL, LAHORE.

Petition No. _____ /2024

Muhammad Muiz son of Mazhar Ahmed, situated at Abadi Deen
Daran Pulli, Near Masjid Ahly Hadees, maqsoodanpura, Lahore.

Petitioner

V E R S U S

Tanveer Ahmed son of Abdul Rasheed, resident of House No.5,
Street No.4-A, Mohallah Gousia Park, Singpura, Baghbanpura,
Lahore.

Respondent

**PETITION UNDER SECTION 12 & 26(3) PUNJAB RENTED
PREMISES ACT, 2009 FOR GRANT OF INTERLOCUTORY**

**ORDER IN SHAPE OF RESTRAINING ORDER FOR
DISPOSSESSING THE PETITIONER FROM SUIT PROPERTY
ILLEGALLY AND UNLAWFULLY WITHOUT ADOPTING DUE
COURSE OF LAW.**

Respectfully Sheweth:-

1. That the addresses and particulars of the parties given above are correct for the purposes of the services of notices and summons etc.
2. That the petitioner was inducted as tenant by the respondent in his **Property/House land measuring 3-1/2-Marlas, double story constructed house consisted upon two rooms, TV lounge, Drawing Room, Kitchen, Washroom & water motor with running condition, including utility connections i.e. electricity, Water, sui gas, situated at Abadi Deen Daran Pulli, Near Masjid Ahly Hadees, magsoodanpura, Lahore** on the basis of agreement of rent dated 15.02.2023. The monthly rent was fixed as Rs.20,000/- and the petitioner also paid security amount of Rs.40,000/-. ***Initially the period of rent for 11-months but later on it was orally***

***extended by way of mutual understanding between
the parties as evident that the petitioner is still in
possession of suit property.***

3. That afterwards the petitioner started to reside in the said rented property without any interference and hindrance.
4. That the petitioner is paying regularly monthly rent to the respondents without any default since agreement of rent executed between the parties without any delay.
5. That the petitioner is also making payment of utility bills to the concerned department regularly.
6. That the petitioner is residing in the suit property without any interruption and the petitioner is fulfilling all obligation and duties towards him. It is pointed out that the respondent without serving any notice which is the mandate of law and also as per the contents of the written tenancy agreement is trying to dispossess the petitioner from the suit property illegally and unlawfully,

while he has no authority to do this act in any manner whatsoever.

7. (1) FIR No.5529/2023, Under Offence 462-J PPC, dated 29.10.2023, Police Station Harbanshpura, Lahore, (2) FIR No.5280/2023, Under Offence 462-J PPC, dated 13.10.2023, Police Station Harbanshpura, Lahore, (3) FIR No.5461/2023, Under Offence 462-J PPC, dated 06.11.2023, Police Station Baghbanpura, Lahore, (4) FIR No.5580/2023, Under Offence 462-J PPC, dated 06.11.2023, Police Station Baghbanpura, Lahore, (5) FIR No.1112/2024, Under Offence 462-J, 486-PPC, dated 06.11.2023, Police Station Baghbanpura, Lahore.
8. That on 22.02.2024, the respondent alongwith police officials of Police Station Harbanspura, Lahore and also officials of Wapda and alongwith some gunda elements came at the suit property and tried to dispossess the petitioner from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and petitioner he failed to do so and left the spot while extending threats that he will come again with more

force and will dispossess the petitioner from the suit property.

9. That the petitioner approached the respondent and requested him not to create interference into the peaceful possession of the petitioner and also be restrained from dispossessing the petitioner from the above said house, but the respondent flatly refused to listen the genuine request of the petitioner.

10. That the said act of the respondent is illegal and unlawful. If by way of permanent injunction the respondent is not restrained from dispossessing the petitioner from the above said house illegally, unlawfully and forcibly, the petitioner shall suffer a lot.

11. That the cause of action accrued in favour of the petitioner and against the respondents firstly when the respondents forcibly tried to dispossess the petitioners from the suit property and finally when the respondents flatly refused to listen the genuine and lawful request

made by the petitioner and the same cause of action is still recurring day by day.

12. That the parties of the suit are also resident at Lahore, suit property is situated at Lahore, the cause of action also arose at Lahore, therefore, the civil courts Lahore has got jurisdiction to entertain the suit.
13. That the value of the suit for the purposes of court fee and jurisdiction is Rs.2,000/- which is exempted from court fee.

It is therefore, respectfully prayed that petition may very kindly be accepted and respondent may very kindly be restrained from dispossessing the petitioner from the said house in question illegally, unlawfully and forcibly without due course of law in the interest of justice.

***Any other relief to which the petitioner is
found entitled may also be granted.***

Petitioner

Through

***Mian Khalid Mehmood
Advocate High Court***

VERIFICATION:-

Verified on Oath at Lahore on day of March, 2024 that the contents of Paras Nos.1 to 9 are correct to my knowledge and the remaining Paras Nos.10 to 12 thereof are correct to information and belief.

Petitioner

IN THE COURT OF SPECIAL JUDGE (RENT)
TRIBUNAL, LAHORE.

In re:

Muhammad Muiz Vs. Tanveer Ahmed

(PETITION UNDER SECTION 26(3) PUNJAB RENTED PREMISES
ACT, 2009)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.

Respectfully Sheweth:

1. That the petitioner has filed the above titled petition in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the petition may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondent.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained from dispossessing the petitioner from the above said house in dispute illegally, unlawfully and forcibly till the final decision of the main petition in any manner whatsoever.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

***Mian Khalid Mehmood
Advocate High Court***

IN THE COURT OF SPECIAL JUDGE (RENT)
TRIBUNAL, LAHORE.

In re:

Muhammad Muiz Vs. Tanveer Ahmed

(PETITION UNDER SECTION 26(3) PUNJAB RENTED PREMISES
ACT, 2009)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.

AFFIDAVIT OF: **Muhammad Muiz** son of

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

*Verified on Oath at Lahore this _____ day of March,
2024 that the contents of the above affidavit are
true and correct to the best of my knowledge and
belief and nothing has been concealed therein.*

Deponent

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

Mian Murtaza son of

APPELLANT

Versus

Barbara etc.

RESPONDENTS

APPEAL: UNDER ORDER XLIII CPC AGAINST THE ORDER DATED
14.02.2023, PASSED BY

Respectfully Sheweth:

1. That the _____ filed a suit for _____ alongwith
an Application under Order XXXIX, Rules 1 & 2 CPC

against the respondents/defendants seeking interim relief.

2. That the arguments were advanced on behalf of the appellant and the version of the respondents was rebutted being false and frivolous but the learned trial court _____ the Application under Order XXXIX, Rules 1 & 2 CPC without considering the grievance of the appellant vide impugned order dated 14.02.2023.

3. That the verdict of the learned trial court is against the law and facts, hence the same is liable to be set aside, inter-alia on the following:

GROUNDS

a. That the learned trial court ignored this reality that the appellant has good *prima facie* arguable case, balance of convenience lies in favour of the appellant, and if the ad-interim

injunctive order is not granted, the appellant shall suffer an irreparable loss and injury.

b. That the verdict of the learned trial court is against law and facts which has no legal value in the eyes of law.

c. That the learned trial court has illegally and unlawfully passed an order against the appellant.

d. That the impugned order is result of surmises and conjecture.

e. That the learned trial court while _____ the application totally failed to apply judicial mind and thus committed gross illegality.

f. That the verdict of the learned trial court is based on surmises and conjectures which is liable to be set aside.

g. That the impugned order is harsh in nature, which is not sustainable in the eyes of law and the appellant would suffer irreparable loss and

injury if impugned order is not set aside and the case is not decided on merit.

h. That the learned trial court did not give due consideration as to the documentary evidence available on record and decided the application in a slipshod manner.

PRAYER:

Under the above circumstances, it is respectfully prayed that by accepting the titled appeal, the impugned order dated 14.02.2023 may very kindly be set aside and Application under Order XXXIX, Rules 1 & 2 CPC may very kindly be _____ and respondents may very kindly be restrained from _____

It is further prayed that during the pendency of the titled appeal, operation of the impugned order dated 14.02.2023 may kindly be suspended.

Any other relief which this Honourable Court deems fit may also be awarded.

APPELLANT

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Mian Murtaza Vs. Barbara etc.

(APPEAL UNDER ORDER XLIII CPC)

AFFIDAVIT OF: **Mian Murtaza**

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying "**Appeal**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this ____ day of December,
2023 that the contents of the above affidavit are true and

correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Mian Murtaza Vs. Barbara etc.

(APPEAL UNDER ORDER XLIII CPC)

APPLICATION UNDER ORDER 41, RULE 5 READ WITH SECTION
151 C.P.C FOR SUSPENSION OF OPERATION OF IMPUGNED ORDER
DATED 14.02.2023.

Respectfully Sheweth:

1. That the petitioner has filed the above titled appeal in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the appeal may kindly be read as an integral part of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if interim relief is not granted, the petitioner shall suffer irreparable loss and injury.

Under the above circumstances it is, therefore, most respectfully prayed that till the decision of the appeal the operation of the impugned order dated 14.02.2023 may kindly be suspended in the interest of justice.

Ad-interim injunctive may also be granted to the appellant as prayed in the main case / appeal.

Petitioner

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Mian Murtaza Vs. Barbara etc.

(APPEAL UNDER ORDER XLIII CPC)

APPLICATION UNDER ORDER 41, RULE 5 READ WITH SECTION
151 C.P.C FOR SUSPENSION OF OPERATION OF IMPUGNED ORDER
DATED 14.02.2023.

AFFIDAVIT OF: Mian Murtaza

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this day of December.
2023 that the contents of the above affidavit are true and
correct to the best of my knowledge and belief and
nothing has been concealed therein.

DEPONENT

To,

NOTICE UNDER ORDER XLIII, RULE 3 OF CPC FOR INTIMATION
OF APPEAL.

It is to inform you that an appeal under the tiled "Mian Murtaza Vs. Barbara etc." has been prepared ready to be filed before District and Sessions Judge Lahore, against the order dated 14.02.2023 passed by Mr. _____, learned Civil Judge, Lahore. Enclosing copy of the same to this notice.

Yours Truly,

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Mian Murtaza Vs. Barbara etc.

(APPEAL UNDER ORDER XLIII CPC)

**APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE TITLED APPEAL.**

Respectfully Sheweth;-

1. That the applicant has filed the titled appeal in this Honourable Court, which is yet to be fixed for hearing.
2. That the contents of the appeal may kindly be read as integral part of this application.
3. That the applicant has filed the titled application with some delay due to some unavoidable circumstances as elucidated in the accompanying appeal and if delay (if any) in filing the titled application is not condoned, the applicant shall suffer an irreparable loss and injury, therefore, the applicant may very kindly be condoned the

delay (if any) in filing the titled application in the interest of justice.

Under the above circumstances, it is, most respectfully prayed that by accepting this application delay (if any) in filing the appeal may very kindly be condoned in the interest of justice.

Any other relief which this Honourable Court deems fit may also be awarded.

Appellant / Applicant

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Mian Murtaza Vs. Barbara etc.

(APPEAL UNDER ORDER XLIII CPC)

APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE TITLED APPEAL.

AFFIDAVIT OF: Mian Murtaza

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying *Application* are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this _____ day of December, 2023 that the contents of the above affidavit are true and

correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Mian Murtaza Vs. Barbara etc.

I N D E X

S. #	DESCRIPTION OF DOCUMENT	PAGES
1.	Appeal with affidavit	
2.	Copy of impugned order and other relevant documents	
3.	Stay application with affidavit	
4.	Power of attorney	

Appellant

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

**The Executive Board of the Methodist Episcopal Church, in
Pakistan** through its Chairman, Bishop Kamal M. Shad, New
Abadi, Gohawa, Cantt., Lahore.

Plaintiff

V E R S U S

1. Robert son of Younas Haroon Masih, resident of Mariyam
Colony, Noshat, Near Salvation Army Church, Cantt., Lahore.

2. Irfan alias Bhori son of Anayat Masih, resident of Nai Abadi, Gohawa, Cantt., Lahore.

3. Babar Masih son of Saleem Masih, resident of Nai Abadi, Gohawa, Cantt., Lahore.

Defendants

SUIT FOR DECLARATION WITH PERMANENT INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the Methodist Episcopal Church was established in 1738 at London (UK & USA) by John Wazelay and this Church has been providing its services in Indo-Pak since 1871 for the welfare of the Christian Community plaintiff is the registered attorney of the Executive Board of Methodist Episcopal Church in Pakistan as such he is entitled to act, protect and perform the function with relation to the religious as well as property rights of the Methodist Episcopal Church in Pakistan. Copy of the

Registered Power of Attorney dated 27.03.2007 is placed on file as **Annexure-A**.

- 3- That the Methodist Episcopal Church in Pakistan is dully registered body under the Companies Act VII of 1913 and according to the Memorandum of Association the objectives of executive board has also been very much clear and defined by Para 3 to Para 10 of Article 2. Being the General Attorney of the Executive Board of the Methodist Episcopal Church in Pakistan as defined in the document of General Power of Attorney; plaintiff is authorized to perform all legal and business matters specially with regard to ownership, maintenance, disposal of all the properties and by virtue of his status also responsible to stop the misuse or usurp of the properties of Methodist Episcopal Church in Pakistan by unauthorized person / fake representatives of the community. Copy of the Certificate from the office of Assistant Registrar Joint Stock Companies, Copy of the Memorandum of Association and copy of the discipline

book for Methodist Episcopal Church in Pakistan is placed on file as **Annexure-B,C&D.**

- 4- That the Ch. Nisar Ahmad Jutt has been declared Waqf Nama in the favour of The Methodist Episcopal Church in Pakistan Indus River, Mouza Gohawa, Badian Road, Cantt., Lahore on the request of Chairman Bishop Kamal Masih and Yousaf Masih on 04.09.1993 for the worship of minorities. The area of the **land 8-Marlas surrounding as East: Nishar Masih, West: empty plot, North: Street 15-Ft. South: House of the James Masih.** (hereinafter called suit property). Copy of the Waqaf Nama is attached herewith.
- 5- That the plaintiff is lawful Management and caretaker by Chairman Bishop Kamal Masih but the defendants are trying to interfering into the peaceful worship, trying to dispossess from the suit property and also trying to lock the main gate of the Methodist Episcopal Church in Pakistan.
- 6- That the plaintiff and alongwith respectable of the vicinity approached the defendants and requested them to

restrained from illegal and unlawful acts against the church but the defendants did not listen the genuine and lawful request of the plaintiff and getting threats for dire consequences.

- 7- That the Article 36 of the Constitution of Islamic Republic of Pakistan provides as under:

“The state shall safeguard the legitimate rights and interests of minorities, including their due representation in the Federal and Provincial services”

defendants are duty bound to protect and restrained and disturbance in worship of minorities, the rights as well as properties of plaintiff's community.

- 8- That the defendants have no concern, title or interest regarding the above said suit property and the plaintiff is legal and lawful caretaker in possession of suit property.

- 9- That one week ago, the defendants accompanying with some gunda elements came at the suit property and tried to dispossess, interfering and harass the worshipers from the suit property/ Methodist Episcopal Church in Pakistan illegally, unlawfully and forcibly but due to timely

intervention of the respectable and plaintiff the defendants failed to do so and left the spot while extending threats that the defendants will come again with more force and will dispossess the plaintiff from the suit property.

- 10- That the plaintiff asked the defendants that the defendants have no title or interest with the suit property and the defendants should restrain from illegal acts and designs but the defendants are not ready to listen the genuine request of the plaintiff and extended threats for dispossession and stop the worshipers enter into the church/suit property, hence this suit.
- 11- That if by way of permanent injunction the defendants are not restrained from doing illegal, unlawful acts and designs, the plaintiff/minorities/communities shall suffer irreparable loss and injury.
- 12- That the cause of action accrued in favour of the plaintiff against the defendants firstly when the defendants tried to interfere and stop the peaceful worship and enter into the Methodist Episcopal Church in Pakistan possession of the plaintiff and finally when the defendants flatly refused to

accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.

- 13- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.
- 14- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration with permanent injunction may kindly be passed in favour of the plaintiff/ Methodist Episcopal Church in Pakistan and against the defendants; restraining the defendants from interfering into the peaceful possession and worship/religious church matters and also restrained from locking the Methodist Episcopal Church/ Middle School of the plaintiff over the church / suit property illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Barrister Muhammad Sajjad Maitla
Advocate High Court

Sajid Iqbal Mohal
Advocate High Court
Office No.1, Qadri Building,
8-Turnre Road, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this 12th day of December, 2023 that the contents of the above plaint from Paras 1 to 11 are true and correct to the best of my knowledge and rest of the Paras 12 to 14 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

The Executive Board of the Methodist Episcopal Church **Vs.**
Rabot etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained from interfering into the peaceful possession and worship/religious church matters and also restrained from locking the Methodist Episcopal Church/Middle School of the plaintiff over the church / suit property illegally, unlawfully and forcibly in any manner whatsoever till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through:-

Barrister Muhammad Sajjad Maitla
Advocate High Court

Sajid Iqbal Mohal
Advocate High Court
Office No.1, Qadri Building,
8-Turnre Road, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

The Executive Board of the Methodist Episcopal Church **Vs.**
Rabort etc.

(SUIT FOR PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF: Bishop Kamal M. Shad, New Abadi, Gohawa,
Cantt., Lahore.

I the above named deponent do hereby solemnly affirm and
declare as under:

That the contents of accompanying “**Application**” are true and
correct to the best of my knowledge and belief and nothing has been
concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this **12th day of December,**
2023 that the contents of the above Affidavit are true and

correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

GENERAL POWER OF ATTORNEY

BY THIS GENERAL POWER OF ATTORNEY, made _____ day of _____, 2024, I **Meshal Asif** wife of M. Omer, Pakistan CNIC # 34603-4359678-8, Passport # _____ presently resident of UK London (Hereinafter referred to as "**The Executant**") hereby constitute and appoint my general attorney to **Ruqia Sultana** wife of Zulfiqar Ali, resident of House No.552-A, Block-E, Pak Arab Housing Society, Lahore, Pakistan. (Hereinafter referred to as "**General Power of Attorney Holder**").

The executant is owner of Property House No.552-A, Block-E, Pak Arab Housing Society, Lahore (Attached Property Transfer/Allotment Letter).

The executant authorizes his attorney to do the following acts;-

1. To negotiate for the sale, and sell, the above mentioned Property and to execute and register the necessary sale deed to the vendee on receipt of the consideration decided upon by the attorney and to deliver possession of the Property to the vendee.
2. To grant lease, gift, exchange, partition and rent out the same Property to any person or persons all of me against the consideration he deems proper as per market value, receive the consideration who are or

contractual amount and signed the sale deed

or execute other deeds on my behalf.

3. To file suits, plaints and verify, written

statement, petitions of claims and

objections, memorandum of appeal and

petitions and applications of all kinds and to

file the same in any such court, office or

bank throughout in Pakistan.

4. To appoint any advocate, special attorney

Counsel, Pleader, Revenue agent or any

other legal practitioner in connection of my

above said Property.

Give Statement, record or produce evidence

documentary as well as oral in the court of

law, superior courts and any other department for transfer of the Property or to apply any document, file application and receive documents, related to my above mentioned Property.

5. To manage or improve the said Property by himself or through such other person and persons as any of my said attorney shall think proper from time to time to appoint for that purpose, to receive and take all and every of the rents issues and profits of and from my Property and upon payment thereof or any part or parts thereof respectively to execute and issue receipts, releases and other discharges from the same respectively.

6. To use and take all such lawful ways and means for the recovering or receiving obtaining or getting, defending or protecting my above mentioned Property.
7. To apply and dispose of the moneys which shall from time to time come to the hands or power of my said attorney by virtue of the powers or authorities herein contained and which do or shall belong to me as attorney would think proper.

AND GENERALLY I do hereby agreed that all such acts, deeds or things legally done by my attorney be considered as acts, deeds and things done by me and I undertake to ratify and confirm the same as all whatever and whatsoever my attorney shall legally or cause to be done by virtue of this general power of attorney.

IN THE COURT OF SHEIKH MUHAMMAD TAOI, LEARNED JUDGE
FAMILY COURT, SIALKOT.

In re:-

Meshal Asif Vs. Muhammad Umer

(SUIT FOR DISSOLUTION OF MARRIAGE ON THE BASIS OF
KHULA)

APPLICATION FOR SETTING ASIDE EX-PARTE
ORDER/PROCEEDINGS DATED 07.09.2023 AND EXPARTE JUDGMENT
AND DECREE DATED 19.10.2023.

Respectfully Sheweth; -

1. That the brief facts of the instant application are that; -
 - i. That the above titled suit was ex parte decreed from this Honourable Court vide judgment and decree dated 19.10.2023.
 - ii. That it came in the knowledge of the applicant few days ago, that the respondent through fraud

and misrepresentation has obtained the judgment and decree from this Honourable Court.

iii. That the ex-parte decree is liable to be set-aside on the following amongst other; -

GROUNDS

a. Hat the respondent/decreet holder is material cousin of applicant, the parties married on 11.12.2017 and rukhsat took place in January, 2018 at Lahore Green Leaf Marriage Hall, Nishter Town, Main Ferozepur Road, Lahore, whole expense, food, marriage including barat were endured by applicant/defendant/judgment debtor.

b. That out of wedlock a son Muhammad Ali was born on 28.02.2019 at Fouji Foundation Hospital, R.A Bazar, Cantt. Lahore. The whole expenses of delivery were endured by the defendant/applicant.

- c. That the applicant is resident at 552/A Block-E, Pak Aram Housing Scheme Ferozepur Road, Lahore, land measuring 6-Marlas, the applicant's maternal grandfather Ghulam Mustafa is owner of 50% house, after demise of maternal grandfather the applicant purchased 50% share and transferred the same in the name of his wife/respondent in the office of Pak Arab Housing Scheme, all legal heirs are witness of same.
- d. That the applicant got purchased a vehicle Suzuki Vitz Model 2018, so that the respondent would be able to purchase the household articles from Bazar, later on the respondent sold the said vehicle.
- e. That the applicant got arranged Ummrah for respondent, real son Muhammad Ali and mother on 19.12.2019 and parties happily visited the Holy places, the parties came to Pakistan and

started to live at Pak Arab Housing Scheme, Lahore.

- f. That the respondent on telephone requested the applicant to get education at telephone, on which applicant stated that if the applicant's mother allowed her then the applicant has no objection in this regard, the respondent started to go in college through vitz car happily with her own free will and consent.
- g. That one day the respondent asked permission that the respondent intends to go in UK for higher education as her other friends are going there, the respondent was in need of huge money, the agent stated that he will apply family visa and in spouse visa whole family can visit abroad, there was required 50/60-lacs, wherein college fee would also be included.
- h. That in November, 2022 the respondent applied UK visa, and in December, 2022 single student

visa was allowed, copy attached, when applicant asked about single visa, the respondent stated that the consultant has advised that 100% UK visa would be allowed from UK, the respondent demanded Rs.50,00,000/- for visa purpose, the applicant arranged the same from personal sources, taking loan from friends and relatives, and in January 2023 came to Pakistan and take the respondent for shopping personally, and personally sent her to UK for education higher study and gave 5000 pounds for personal use in UK when required.

- i. That the applicant went back to Saudi Arabia, in Pakistan the sole son of applicant Muhammad Ali resided with mother, in April 2023 the applicant called her mother and son to Saudi Arabia, and get admitted his son at Saudi Arabia, the applicant talked to respondent for hours in a day through whatsapp.

j. That Ahmed Mehmood brother-in-law and mother-in-law came to Pakistan from Saudi Arabia, they told applicant that the respondent and father-in-law on the basis of false, bogus and fabricated special power of attorney have obtained judgment and decree of khula through fraud and misrepresentation. They further stated that due to refusal of marriage of family of respondent they have obtained khula and now the same is pending for Divorce Effectiveness Certificate before Cantonment Board Sadar Sialkot, Secretary Union Council, Chairman Arbitration Council, Ward No.7, Babu Mohallah Sialkot.

k. That the respondent since January 2023 is residing in UK.

l. That the petitioner was never served any notice, summon or proclamation by this Hon'able Court, because the respondent/ plaintiff did

not serve any notice to defendant just obtaining an ex-parte decree against the petitioner.

- m. That the plaintiff obtained the impugned decree fraudulently by this Hon'able Court due to non-serving of notice, hence is liable to be set-aside.
- n. That the impugned decree has been obtained by misrepresentation from this Hon'able Court, hence liable to be set-aside.
- o. That it is very settled law and the direction of the apex court are available that the cases should have been decided on merits instead of technicalities.
- p. That it is a fundamental right of the applicant/defendant to defend the present case in accordance with the law and facts which has not been added into the knowledge of this Hon'able Court, which should have been help and

assist this court by deciding the matter on merits.

- q. That the applicant/defendant has a lot of material to present and submit before this Hon'able Court in his favour.
- r. That the applicant/defendant wants to submit his written reply and evidence to assist this Hon'able Court.
- s. That the applicant/defendant is ought to assist the court to help this Hon'able Court for having just and proper decision in this regard.
- t. That if the ex-parte decree is not set-aside the applicant/defendant shall suffer irreparable loss and injury.

PRAYER:

Under the above said circumstance it is therefore, most respectfully prayed that application may very kindly be accepted and ex-parte order dated 07.09.2023 may kindly be

set-aside and the ex-parte judgment and decree dated 19.10.2023 may kindly be set-aside and the applicant be allowed to defend the suit in the interest of justice.

It is also prayed that operation of judgment and decree dated 19.10.2023 may kindly be suspended/stayed in the interest of justice.

Any other relief which this Hon'able Court deems fit may also be awarded.

Applicant/Defendant

Through:

Saleem Khan Chichi
Advocate Supreme Court

Ch. Waheed Iqbal
Advocate High Court

Sheikh Haseeb Bin Yousaf

Malik Safdar Hussain

Advocate High Court

Advocate High Court

IN THE COURT OF SHEIKH MUHAMMAD TAOI, LEARNED JUDGE
FAMILY COURT, SIALKOT.

In re:-

Meshal Asif Vs. Muhammad Umer

(SUIT FOR DISSOLUTION OF MARRIAGE ON THE BASIS OF
KHULA)

APPLICATION FOR SETTING ASIDE EX-PARTE JUDGMENT AND
DECREE DATED 19.10.2023.

AFFIDAVIT OF: *Muhammad Umer son of Zulfiqar Ali, resident of Matikay Nagrah, Post Office Khas, Tehsil Daska, District Sialkot.*

*I the above named deponent do hereby solemnly affirm and declare
as under:*

*That the contents of accompanying Application are true and correct to
the best of my knowledge and belief and nothing has been concealed
therein.*

Deponent

VERIFICATION:

Verified on Oath at Sialkot this day of
January, 2024 that the contents of the above
affidavit are true and correct to the best of my
knowledge and belief and nothing has been
concealed therein.

Deponent

IN THE COURT OF SHEIKH MUHAMMAD TAOI, LEARNED JUDGE
FAMILY COURT, SIALKOT.

In re:-

Meshal Asif Vs. Muhammad Umer

(SUIT FOR DISSOLUTION OF MARRIAGE ON THE BASIS OF
KHULA)

(APPLICATION FOR SETTING ASIDE EX-PARTE JUDGMENT AND DECREE
DATED 19.10.2023)

APPLICATION FOR SUSPENSION OF OPERATION OF JUDGMENT AND
DECREE DATED 19.10.2023.

Respectfully Sheweth:-

1. That the applicant has filed the above titled application in this Honourable court.
2. That the contents of the main application may kindly be read as an integral part and parcel of this application.

3. That applicant has a good *prima facie* case in his favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the applicant and against the respondent.
5. That if the interim relief as prayed for is not granted, the applicant shall suffer irreparable loss and injury.

PRAAYER:

It is, therefore, most respectfully prayed that; -

i. *Operation of the judgment and decree dated 19.10.2023 may very kindly be suspended.*

Ad-interim injunction may also be awarded.

Any other relief which this Honourable Court deems fit and proper may also be awarded.

Applicant/Defendant

Through:

Saleem Khan Chichi

Ch. Waheed Iqbal

Advocate Supreme Court

Advocate High Court

Sheikh Haseeb Bin Yousaf

Advocate High Court

Malik Safdar Hussain

Advocate High Court

IN THE COURT OF SHEIKH MUHAMMAD TAOI, LEARNED JUDGE
FAMILY COURT, SIALKOT.

In re:-

Meshal Asif Vs. Muhammad Umer

(SUIT FOR DISSOLUTION OF MARRIAGE ON THE BASIS OF
KHULA)

(APPLICATION FOR SETTING ASIDE EX-PARTE JUDGMENT AND DECREE
DATED 19.10.2023)

APPLICATION FOR SUSPENSION OF OPERATION OF JUDGMENT AND
DECREE DATED 19.10.2023.

AFFIDAVIT OF: *Muhammad Umer son of Zulfiqar Ali, resident of Matikay Nagrah, Post Office Khas, Tehsil Daska, District Sialkot.*

*I the above named deponent do hereby solemnly affirm and declare
as under:*

*That the contents of accompanying Application are true and correct to
the best of my knowledge and belief and nothing has been concealed
therein.*

Deponent

VERIFICATION:

Verified on Oath at Sialkot this day of
January, 2024 that the contents of the above
affidavit are true and correct to the best of my
knowledge and belief and nothing has been
concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2023

Mehwish daughter of Abdul Hameed, resident of House No.88, Ideal
Homes, Near Kothly Peer Abdul Rehman, Bahbanpura, Cantt.,
District Lahore.

Plaintiff

V E R S U S

- 1. Jamal Ahmed Mian** son of Mian Mohammad Sultan, resident of Schiffer Street No.34, Rosslua 06862, Germany City, Germany.
- 2. Secretary Union Council**, Union Council No.154, Lahore, Kotli Peer Abdul Rehman, Lahore. (Previous known as Field Officer No.18)
- 3. Nikkah Registrar**, Qari Fida Hussain Qadri, (31102-8802396-3). Thateeb Jamia Masjid, Saddiqia Hanfia, Mushtaq Colony, Behind Pakistan Mint, Lahore.

Defendants

**SUIT FOR DECLARATION AND VALIDATION OF NIKAH NAMA
ALONGWITH MANDATORY INJUNCTION AS CONSEQUENTIAL
RELIEF.**

Respectfully Sheweth;:-

- 1- That the addresses of the parties mentioned in the caption of the plaint are correct for the purpose of summons, notices and other process of this Hon'able Court.
- 2- That tersely the facts necessitating for the filing of instant suit are that the plaintiff is law abiding citizen and is residing at the address mentioned above.
- 3- That the plaintiff was married with the defendant No.1 on 20.01.2019 and has been residing at the address i.e. House No.88, Ideal Homes, Near Kotly Peer Abdul Rehman, Baghbanpura, Cantt., District Lahore.

- 4- That the plaintiff wanted to join her husband in Germany and she applied for family visa and embassy required certain documents and Nikah Nama was one of them, so the plaintiff submitted Nikah Nama to the embassy but the embassy raised objection through letter, where embassy pointed out that Nikah Nama of the plaintiff was not properly registered in the office of defendant No.2. The German Embassy required the plaintiff to get her Nikah Nama validated and regularized and got computerized marriage registration certificate accordingly. Copy of embassy letter is attached as **Annexure-A**.
- 5- That the marriage of the plaintiff is valid. However marriage registration certificate issued for previously Field Office No.18, where address of the plaintiff wrote incorrect.
- 6- That the plaintiff went to the office of the defendant for make correction in Nikah Nama Column No.4 but the defendant asked for court degree, hence this suit.
- 7- That the defendant No.3 is legally bound to issue new marriage certificate with correct address House No.88, Ideal Homes, Near Kotly Peer Abdul Rehman, Baghbanpura, Cantt., District Lahore.
- 8- That the cause of action accrued in favour of the plaintiff against the defendant No.2 firstly when the defendant No.2 issued marriage certificate with previous address, secondly on each and every occasion when the defendant No.2&3 lingered the matter of and asked the plaintiff for court

decree and finally when the defendants demanding court decree from the plaintiff and the same cause of action is still continuing.

- 9- That the parties to the suit are residing at Lahore, the cause of action arose at Lahore, the suit property is situated at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate upon the matter.
- 10- That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:-

Under the circumstances mentioned above it is, therefore, most respectfully prayed that the suit may be decree in favour of the plaintiff and against the defendant while declaring the Nikah Nama of the plaintiff as regular and legal as per Islamic law as well as law of the land with all exception and condone the registration of the Nikah Nama and direct the defendant No.2 &3 change address of the plaintiff in column No.4 of the Nikah Nama and issue new marriage registration certificate accordingly.

Any other relief which this Hon'able Court may deem fit and proper may also be awarded.

Plaintiff

Through

Muhammad Faisal
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 that the contents of the above plaint from Paras No.1 to 7 are true and correct to the best of my knowledge and rest of the Paras No.8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE LAHORE.

In re:

Mehwish Vs. Jamal Ahmed Mian etc.

(SUIT FOR DECLARATION AND CANCELLATION ETC)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION
151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

***Under the above circumstances it is, therefore,
most respectfully prayed that the respondents be
restrained from transferring, alienating, and selling
the suit property to any other person in any manikah
Namaer whatsoever.***

***Ad-interim injunctive order may kindly be passed in
favour of the petitioner.***

Petitioner

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE LAHORE.

In re:

Mehwish Vs. Jamal Ahmed Mian etc.

(SUIT FOR DECLARATION AND CANCELLATION ETC)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION
151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF: *Mehwish son of*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

*Verified on Oath at Lahore this _____ day of December,
2023 that the contents of the above affidavit are true
and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____/2024

Jason son of

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN**, Division , Lahore.
3. **Revenue Officer**, Division , Lahore.
4. **SDO**, Sub-Division , Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No.**, **Meter No.** was under the use and occupation of the plaintiff and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him.
3. That the defendants illegally and unlawfully without considering the routine unit sent a bill for the month of _____ without considering the actual consumption of the plaintiff. The current bill is of Rs._____/-.

4. That the defendants disconnected the electricity supply of the plaintiff without any lawful reason and justification.
5. That the plaintiff many a time approached to the defendants and requested them to send bill as per routine units and requested to restore the electricity supply of the plaintiff but they refused, hence this suit.
6. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of _____ and finally when the defendants listen the genuine request of the plaintiff and the same cause of action still continuing.
7. That the parties of the suit are from Lahore and the cause of action accrued at Lahore, hence this Hon'able Court has got jurisdiction to hear and adjudicate upon the matter.

8. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/-.

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bill of _____ illegal, unlawful, void, ab-initio and without considering the routine bill.

It is further prayed that the defendants may kindly be directed to correct the said impugned bill and to receive actual bill as per actual consumption.

It is also prayed that the defendants may kindly be directed to restore the electricity supply of the plaintiff.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of April, 2024 that the contents of the above plaint from Paras 1 to 5 are true and correct to the best of my knowledge and rest of the Paras 6 to 8 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

*It is, therefore, most respectfully prayed that
the respondents may very kindly be directed to
restore the electricity supply of the petitioner.*

*Ad-interim injunctive order may kindly be
passed in favour of the petitioner till the final
disposal of this suit.*

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

AFFIDAVIT OF: *Jason*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of April, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Amjad Tariq (*Proprietor of Malik Coal Traders*) having office at House No.628, Street No.23, Tulip Overseas Block, Pak Arab Society, Lahore.

....Plaintiff

V E R S U S

Abdul Mahmood s/o Nazir Ahmad, Resident post office, Islampura, Kahna Nau, Cantt, Lahore, Punjab

....Defendant

**SUIT FOR RECOVERY OF RS.1,693,500/- ALONGWITH
ALONGWITH INTEREST /PROFIT AND COSTS**

* * * * *

Respectfully Sheweth:-

1. That the addresses of the parties are correct for effective / proper service of summons / notices.

2. That the brief facts leading to file the present suit are that plaintiff has been in the business supplying and transporting coal under name and style "***Malik Coal Traders***" in different cities of Pakistan since November 30, 2018.
3. That in the month of June 2021, defendant contacted plaintiff in Lahore in the above said office for the supply of coal that defendant used in the brick manufacturing/kiln business to which plaintiff agreed to provide defendant with the required coal.
4. That between June 2021 and July 2021, plaintiff supplied coal to you multiple times at your desired quantity and delivery points.
5. That payments made by the defendant have been accounted as receipts and also reflected in the bank statement attached as **Annexure-A (Page 1-7)**.
6. That defendant last payment to plaintiff was made in October 2021. After this payment the outstanding payables as reflected in the ledger attached as **Annexure-B (Page 1-2)** amounts Rs.1,693,500/- which remains due in defendant's account till date.

7. That in November 2021, defendant executed a stamp paper in favor of plaintiff according to which and reduced some of Rs.12,50,000/- was to be made by defendant within the period (six months) which was to end in May 2022 and on the same date defendant issued a cheque No.89178034 drawn on UBL Kahna Nau, District Lahore amount to Rs.100,000/-, which later got dishonored. Attached as **Annexure-C (Pages 1-2)**.
8. That defendant have failed to pay plaintiff his dues within the stipulated time in accordance with the above stamp paper by not honouring his own commitment and not availing the concession given.
9. That plaintiff requested defendant several times over Phone, SMS and Whatsapp to pay the dues which defendant have not yet paid. Plaintiff himself and his business are badly affected by accounts receivables. However the defendant just used delaying tactics and linger on the matter on one pretext or the other.
10. The plaintiff has issued a Legal Notice to the defendant on October 03rd, 2023, dispatched via Pakistan Post UMS with

tracking number UMS18797299. The notice granted the defendant a 30-day period as a final opportunity to address the matter before pursuing legal action.

11. That even after receipt of the legal notice, the defendant has failed to make the payment and the plaintiff is left with no alternative but to file the instant suit.
12. That not making payment after availing supply and services shows ulterior motives and mala fide intentions of the defendants which has also resulted in wrongful gain to the defendant and unjust loss to the plaintiff.
13. That the amount due on the defendant which the plaintiff is entitled to recover / receive from him is Rs.1,693,500/- along with profit / interest other legal cost and charges.
14. That the cause of action to the institution of the present suit accrued in favour of the plaintiff and against the defendant firstly when the defendant took supplies of coal from the plaintiff, secondly when the defendant in order to linger on the matter issued a stamp paper & Cheque promising to pay, thirdly when the cheque amounting to Rs.100,000/- was dishonored, finally arose when the defendant has not responded to legal notice which the plaintiff has served defendant and the cause of action is still recurring.

15. That the cause of action accrued at Lahore, cheque was issued and dishonored at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate upon the mater.
16. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. Rs.1,693,500/- and maximum court fee of Rs.15,000/- will be affixed on the plaint as and when ordered by this Honourable Court.

Prayers:

In the above mentioned circumstances it is most respectfully prayed that a decree for recovery of Rs.1,693,500/- may very kindly be passed in favour of the plaintiff and against the defendant by directing the defendant to pay an amount of Rs.1,693,500/- to the plaintiff alongwith markup / profit at the bank rate till the clearance of total amount in the interest of justice and equity.

Costs of the suit may also be awarded.

Any other relief, which this Honourable Court deems fit may also be awarded to the plaintiff.

Plaintiff

Through

Malik Faheem Khalid
Advocate High Court

Muhammad Tariq Ch.
Advocate High Court

Legal Bridge LLP
62-A, Shan Arcade, Barkat Market, Garden Town, Lahore.

VERIFICATION

Verified on oath at Lahore this 5 January 2024 that the contents of paras No. 1 to 13 are correct to the best of my knowledge and remaining paras No. 14 to 16 are true to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Mazhar Khan son of Muhammad Sadiq resident of House No.334 LDA, Street No.8, Kachi Abadi Near Qurban Line Lahore.

Plaintiff
V E R S U S

- 1. Farzana Noor** Daughter of Noor Muhammad Resident of House No.256B, Street No.2, Block D, Nishter Colony, Lahore Cantt. Lahore.
- 2. Nasar Ullah** son of Mushtaq Ahmad, resident of House No.E-478-D, Street No.1, Pir Colony, Walton Road Lahore.
- 3. Robina Ali** widow of Amir Shazad resident of Sodhian, post office Talwandi Bhair, Tehsil Chunian District Kasur.
- 4. Sub Registrar** Nishtar Town Lahore.

Defendant

**SUIT FOR DECLARATION, MANDATORY INJUNCTION,
POSSESSION, RECOVERY OF DOCUMENTS OR RECOVERY OF
RS.40,00,000/- AS ALTERNATIVE RELIEF AND PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

1- That the facts germane to the institution of the present suit are that in the year 2008, the defendant No.1 met the plaintiff and then she developed feelings of harmony in the heart of the plaintiff. The plaintiff was earlier a married man which was in the knowledge of the defendant No.1 however, she induced the plaintiff for second marriage with her. The plaintiff was trapped in her love so he consented. She asked the plaintiff to give some time span and she will make her parents agree. At a later stage, she told the plaintiff that he parents will agree if the plaintiff give his Constructed House i.e. Quarter No.3 Chaudhary Colony, measuring 3 Marla,

situated in the meets and bounds of Khewat No.264, Khatouni No.646, 650, had Bast Mouza Attari Saroba Tehsil Cantt District Lahore (here-in-after referred as suit house) and then her parents will agree. She promised and agreed that it will be an ostensible arrangement. It was in these circumstances and on the bases of her inducement, suggestion and commitment, to benefit her for getting permission of her parents for marriage, the plaintiff accepted the suggestion and proposal of defendant No.1 and prepared an ostensible General Power of Attorney in her favour on 09.09.2008 vide Document No.2570, Bahi No.4, Volume No.380, registered with Sub-Registrar Nishtar Town Lahore on 19.19.2008. At the time of its preparation on 09.09.2008, it was made clear to her in presences of Abdul Rizak son of Abdul Ghafoor and Arshad Butt son Abdul Aziz that she will be ostensible General attorney and will not misuse or act upon the same without specific permission of the plaintiff which she accepted in presence of the above witnesses in meeting in the premises of suit house.

- 2- That after the registration of the above document, the defendant No.1 it took a long time to make her parents agree and at last, both were married on 26.12.2016 and started living in the said suit house with the plaintiff as his wife.
- 3- That meanwhile the plaintiff got constructed another House No.334 LDA, Kachi Abadi Near Qurban Line Lahore and shifted in this new house along with the defendant No.1 and vacated and locked the premises of the suit house. In the early years of the marriage the defendant No.1 remained cordial with the plaintiff but suddenly, her attitude changed and defendant No.1 many a time left the house of the plaintiff without any justification and reason the plaintiff always reconcile the matter to continue peaceful merit tie the defendant No.1 on 24.03.2023 when to see her brother namely Umair to his house for its Ramzan Iftar Party but for the three days the defendant No.1 was not turned back to the house of plaintiff where upon the plaintiff himself went to the house of her brother to take her back to the House of plaintiff but no reasons were given to the plaintiff about her

where about. Where upon the plaintiff filed an application before the SHO South Cantt. Lahore on 29.03.2023 vide Dairy No.6471 for her docution during her search it is transpired upon the plaintiff that the defendant No.1 recorded her statement under section 164 Cr.Pc on 05.04.2023 in Fir No 1122/23 Registered at the said Police Station. Thereafter it came to the knowledge of the plaintiff that the defendant No.1 filed suit for dissolution of marriage and recovery of dafit dower on 01.04.203. The plaintiff made his a parents in the family court and submitted his a written statement controverting the version of the defendant No.1. After submission of the written stamen came to Knowledge of the plaintiff that the defendant No.1 sold out the property in question (House) without knowledge and permission of the plaintiff and grabbed all the consideration nothing was paid to the plaintiff. The plaintiff got a certified copy of General Power of Attorney on 29.05.2023. Where upon it was the transpired that the defendant No.1 sold out the property in question (house) without knowledge and not permission of the plaintiff and also grabbed sale amount

the plaintiff made a statement in re-consolation proceedings highlighting these aspects of sale on 29.06.2023. The plaintiff also goads certified copies of sale deeds No.1 House measuring 3M-0Sqft, Salam Khata No.9 Qitat (59K-6M), transferred shares 675/266850,(3M) Khewat No.398/266 Khatouni No.603 Situated at Chaudhary Colony Hadbust Mouza Attari Saroba Tehsil Model Town District Lahore. On 28.11.2023 and other certified copy of sale deed No.2 Plot measuring 0-K3M situated Hadbust Mouza Dholo Khurd Tehsil Model Town Distract Lahore 23.02.2024.

- 4- That when the facts of the all transaction came to the knowledge of the plaintiff. The plaintiff during the pendency of suit for dissolution of the marriage in Court of Law demanded to the defendant No.1 to cancel all the documents restore the titles and owner ship of the property in question to the plaintiff the learned family court called the plaintiff of reconciliation proceedings where the plaintiff made statement that he is ready for reconciliation if the defendant mends her behavior and if she returns the property in question to him. Conversely, the defendant No.1

gave her stamen accusing that the plaintiff is fraudulent person and is after her property and that she does own any property of the plaintiff. Reconciliation failed and suit on bases of Khula was decreed and rest of suit is pending.

- 5- That it is an admitted facts that the plaintiff did execute power of attorney in her favour but on the first hand, the same was ostensible as the same was executed on her demand to benefit he so that she may show it to her parents to make them agree to marriage but with a malafide intention and ulterior motives and to deprive the plaintiff from his valuable property, she secretly appointed defendant No.2 as her special attorney (with whom she developed hidden relationship) which she kept concealed from the plaintiff during the period when she was living amicably with the plaintiff as wife and then, when the defendant No.2 secretly alienated the said property to the defendant No.3 for a consideration of Rs.12,00,000/- and the amount was received by the defendant No.1 and even otherwise, instead of paying the same to the plaintiff, she purchased a plot from the proceeds of sale of the plaintiff's

suit house, measuring 3-M in Khewat No.1 and even otherwise, instead of paying the same to the plaintiff, she purchased a plot form the proceeds of sale of the plaintiff's suit house, measuring 3-Marla in Khewat No.2 Khatouni No.10-14, Had Bast Mouza Dallo Khurd Tehisl Model Town Lahore by this way, the defendant No.1 benefited herself by selling the house of the plaintiff through an engineered, novel and unimaginable scheme of fraud prepared by the defendants and practiced collusively to deprive the plaintiff from his valuable property by defeating the law and provisions of law. So much so, the defendant No.1 also did not pay the said price to the plaintiff which defendant No.1 received from defendant NO.3 through defendant No.2. It is pertinent to mention here that the present market value of the suit house is Rs.40,00,000/-.

- 6- That as stated above, the power of attorney was an ostensible document executed to benefit the defendant NO.1 in the manner mentioned in above paras an although powers of sale were given in it but same was ostensible and she was not authorized to alienate the same or sell the same

without permission an knowledge of the plaintiff. Although power to appoint any special Attorney but it was not written that special attorney could be appointed for sale. Above all, she kept all transactions hidden from the plaintiff during the period in which she was living harmoniously with plaintiff. The whold series of transactions is a result of collusiveness between defendant No.1 and 2. Even otherwise, the defendant No.3 alo did not met the plaintiff for confirmation of power of Attorney either by herself or through her husband or other responsible person of her family. The possession of the suit house was secretly given to the defendant No.3 through defendant No.2 by help of some undesirable elements by breaking its locks when the plaintiff and the defendant No.1 were living harmoniously in new house of the plaintiff. The facts of the whole transactions came to the knowledge of the plaintiff during pendency of suit for dissolution of marriage in the court of law after submissions of return stamen probing regarding the property in question in trace of the transitions regarding the house In question. The plaintiff got a certified copies of

the both sale deeds on 28.11.2023 and 23.02.2024 it is also pertinent to mention here that defendant No.1 also stole the titled documents of the plaintiff while she was living in the new house with plaintiff without knowledge and permission of the plaintiff.

- 7- That in the light of the above, the defendant No.1 was an ostensible General Attorney having no defacto and dejure powers of sale, being wife of the plaintiff, also under the fiduciary relationship, and that too without the knowledge and permission of the plaintiff, hence the impugned document of special attorney and the impugned registered sale deed in favour of defendant No.3 are illegal, unlawful, against the law, executed without lawful justification and without lawful authority under the principle of “ostensibility” and are null and void-ab-initio and inoperative qua the rights, title and ownership of the plaintiff in any manner what so ever. In the same manner, the purchase of the subject property by the defendant No.3 without probing into the ethnicity of the above G.P.A from the plaintiff was also collusive and violate of the parameters

of 2017-SCMR-81 and section 41 of Transfers of property act hence the sale is unprotected by law.

- 8- That the cause of action firstly accrued in favour of the plaintiff when plaintiff came into knowledge of sale transaction regarding the house in question after submitting the written stamen whereupon the plaintiff made his statement for reconciliation proceedings on 09.06.2023. Secondly when the plaintiff got the certified copies of both sale deed on 28.11.2023 and 23.02.2024 after hectic efforts. Thirdly the when the plaintiff asked the defendant No.1 to get all transaction canceled and restore the title ownership and possession of the plaintiff bite treating here self as the asstisble Genral attorney or otherwise pay the price of suit property in question at the present market price Rs.40,00,000
- 9- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 10- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is lawful owner in

possession of a **Property land measuring 10-Marlas,**

bearing **situated at vide Sale**

Deed bearing Document No. , Book No.1, Volume

No. , Dated , registered in the office of

Sub-Registrar **Town, Lahore.** (Hereinafter

called the **Suit Property**). Copy of _____ is

attached for the kind perusal of this Honourable Court.

- 11- That the plaintiff is enjoying the peaceful and lawful possession of the suit property without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner.
- 12- That the defendant has no concern, title or interest regarding the above said suit property and the plaintiff is legal and lawful owner in possession of suit property.
- 13- That a day before yesterday the defendant accompanying with some gunda elements came at the suit property and tried to dispossess the plaintiff from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and plaintiff the defendant failed to do so and left the spot while extending threats that

the defendant will come again with more force and will dispossess the plaintiff from the suit property.

- 14- That the plaintiff asked the defendants that the defendants have no title or interest with the suit property and the defendants should restrain from illegal acts and designs but the defendants are not ready to listen the genuine request of the plaintiff and extended threats for dispossession from the suit property, hence this suit.
- 15- That if by way of permanent injunction the defendant is not restrained from doing illegal acts and designs, the plaintiff shall suffer irreparable loss and injury.
- 16- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant tried to interfere into the peaceful possession of the plaintiff and finally when the defendants flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 17- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is

also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.

- 18- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER;

It is, therefore, most respectfully prayed that a decree for permanent injunction may kindly be passed in favour of the plaintiff and against the defendants; restraining the defendants from interfering into the peaceful possession of the plaintiff over the suit property illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Advocate High Court
Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of March, 2024 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mazhar Khan **Vs.** Muhammad Ameen

(SUIT FOR PERMANENT INJUNCTION _____)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained

till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

Advocate High Court
Aiwan-e-Adal, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mazhar Khan **Vs.** Muhammad Ameen

(SUIT FOR PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF:

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of March, 2024
that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Muhammad Masood Tariq Butt son of Tariq Rasheed,
resident of House No.111-B, Street No.74, Waris
Street, Mohallah New Shadbagh, Lahore.

Plaintiff
VERSUS

Kashif Zia son of Muhammad Tufail, Proprietor New
Tufal & Sons, having office at Jammu Stop, Near Attock
Petrol Pump, Sadat Tow, Main Baidian Road, Cantt.,
Lahore.

Defendant

SUIT FOR RENDITION OF ACCOUNTS WITH PERMANENT
INJUNCTION.

Respectfully Sheweth:-

1. That the addresses of the parties mentioned in the caption of the plaint are correct for the purpose of summons, notices and other process of this Hon'able Court.
2. That the plaintiff is respectable, law abiding citizen of Pakistan and belongs to a respectable family.
3. That on 25.01.2023, the plaintiff started job as an "Accountant" in defendant's company namely "New Tufail & sons" and plaintiff received his salary Rs.45,000/- per month.
4. That it is pertinent to mention here that when the plaintiff started his job in defendant's company, defendant demanding blank guarantee cheque which is issued by plaintiff with his signature. Copy of blank guarantee cheque is attached herewith for kind perusal of this Honourable Court.
5. That the plaintiff _____
- 6.
7. That the plaintiff approached the defendant and requested him not to do such illegal act and the plaintiff asked the defendant for rendition of account, if the defendant has any problem towards

the plaintiff, but the defendant flatly refused to listen the genuine and lawful request of the plaintiff, hence this suit.

8. That if by way of permanent injunction, the defendant is not restrained from doing his illegal action against the plaintiff, the plaintiff is bound to suffer an irreparable loss and injury.
9. That the cause of action arose in favour of the plaintiff and against the defendant firstly at that time when defendant started illegal activities and lastly few days ago when the defendant refused to accede the all genuine requests of the plaintiff and the same cause of action is still continues.
10. That the both parties of suit are residing at Lahore, cause of action also accrued at Lahore, so this Hon'able Court has jurisdiction to try the suit.
11. That the value of the suit for the purpose of court fee and jurisdiction is fixed as Rs.400/- which is exempted from levy of court fees.

It is, therefore, most respectfully and humbly prayed that a decree for rendition of accounts may kindly be passed in favour of the plaintiff and against the defendant, directing the defendant for rendition of account.

It is further prayed that the defendant may very kindly be restrained from _____ illegally and unlawfully in any manner whatsoever.

Costs of the suit may also be awarded.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Jabraan Ahmed Khan Bhabha
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of March,
2024 that the contents of the above said plaint from Paras No.1 to 9 are true and correct to the best of my knowledge and rest of the Paras 10 to 12 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Masood Tariq Butt **vs.** Kashif Zia

(SUIT FOR RENDITION OF ACCOUNTS WITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER 39 RULES 1&2 READ WITH SECTION
151 C.P.C.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.

5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

It is, therefore, most respectfully prayed that the respondent may very kindly be restrained from till the decision of suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner till the final disposal of this suit.

Petitioner

Through

Jabraan Ahmed Khan Bhabha
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Masood Tariq Butt **vs.** Kashif Zia

(SUIT FOR RENDITION OF ACCOUNTS WITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER 39 RULES 1&2 READ WITH SECTION
151 C.P.C.**

AFFIDAVIT OF: **Muhammad Masood Tariq Butt** son of Tariq Rasheed, resident of House No.111-B, Street No.74, Waris Street, Mohallah New Shadbagh, Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of March, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF MS. NASIRA MUNIR CIVIL JUDGE, 1ST CLASS, LAHORE

AMENDED PLAINT

- | | |
|-------------------------|----------|
| 1. Mariam Kashif | Daughter |
| 2. Usman Naseem | Son |

All are daughter and son of Malik Muhammad Naseem Khan, (Deceased) and all are residents of House No. 112, Afzal Park, Yousaf Road, Islampura, Lahore.

Plaintiffs

VERSUS

- 1. Public at Large.**
2. Muhammad Shoaib Khan Son of Malik Muhammad Naseem Khan R/O House No. 54, Category II, LARECHS Cooperative Housing Society Ltd. Walton Lahore Cantt Lahore.
3. Mussarat Shaheen widow of Malik Muhammad Naseem Khan Resident of Dabwali Sharqi Tehsil Minchanabad District Bahawal Nagar.
4. Muhammad Siam Khan (Minor) S/O Malik Muhammad Naseem Khan Resident of Dabwali Sharqi Tehsil Minchanabad District Bahawa! Nagar (Minor) being represented through defendant No. 3.
5. Mst. Farah Naseem widow Malik Muhammad Naseem Khan
6. Ali Haider Khan son of Late Muhammad Naseem Khan

7. Muhammad Husnain Khan son of Late Muhammad Naseem Khan resident of House No.3, Bajawa Street, Ali Park, Sheikhupura, District Sheikhupura.

8. LARECHS Cooperative Housing Society Ltd. Walton Lahore Cantt. Lahore having its head office at LARECH Building Pakistan Railways Headquarters office Lahore through its General Secretary.

9. Jeddah Town Housing Society, Zone-5, Islamabad

Defendants

SUIT FOR DECLARATION WITH MANDATORY INJUNCTION WITH CONSEQUENTIAL RELIEF

RESPECTFULLY SHEWETH

1. That the brief facts of the suit are that the plaintiffs and defendants No. 2 to 7 are the legal heirs of Malik Muhammad Naseem Khan (Deceased), who died on 10-11-2020 and the deceased was husband of defendant No. 3 and father of plaintiffs and defendants No 2 & 4. (Copy of death certificate attached as Annexure a copy of FRCs as Annexure A2, A3).
2. That Malik Muhammad Naseem Khan (Deceased) predecessor-in- interest of the plaintiffs was owner in possession of following properties;
 - i. House No. 54 Category II measuring 240 S. Yards in LARECHS Cooperative Housing Society Ltd. Walton Lahore Cantt Lahore having its head office at LARECHS Building, Railway Headquarters Office, Lahore. (Copy of allotment letter and transfer letter in the name of deceased is attached as Annexure-B & C)
 - ii. That Malik Muhammad Naseem Khan (deceased) against his membership No. was 751 purchased following files / plots in Jeddah Town Islamabad;
 - a. Plot No. 16 Size 35X70 feet in Ali Block
 - b. Plot No. 18 Size 35X70 feet in Ali Block
 - c. Plot No. 10 Size 35X70 feet in Abu Bakar Block

- d. Plot No. 108 Size 40X80 feet in Abu Bakar Block
 - e. Plot No. 109 Size 40X80 feet in Abu Bakar Block
 - f. Plot No. 137 Size 40X80 feet in Usman Block
 - g. Plot No. 130 Size 40X80 feet in Usman Block
 - h. Plot No. 22 in Commercial zone Size 40X60
 - i. Plot No. 17 in Commercial zone Size 40X60 (Copies are attached as Annexure- D1 to D6)
- iii. Plot measuring 16 Marlas vide sale deed No. 1012 Book No. 1 volume No. 565 Page No. 210 dated 29-01-1985 and subsequently mutation No. 6594 Khasra No. 91/22 Khewat No. 1685 Khatoni No. 2276 situated in Hadbast Village Ferozwala Tehsil Ferozwala District Sheikhupura.
- iv. Agriculture land measuring 201 Kanal and 13 in Khewat No. 82 Khatoni No. 170 Square No. 360 Khasra Nos. 7/6, 7/5 7/4, 7/15, 11/1, 11/10, 11/11, 11/12, 11/13, 11/14, 11/15, 11/2, 11/3, 11/4, 11/5, 11/6, 11/7, 11/8, 11/9, 6/14, 6/15, 6/16, 6/17, 6/24, 6/25, 6/6, 6/6, 6/7 land situated in Village Dab Sharqi Tehsil Minchanabad District Bahawal Nagar (Copy of farad is attached as Annexure-E)
- v. As per information deceased owned a villa in Bhorban (documents are in custody of defendant No. 2)
3. That the plaintiffs and defendants No. 2 to 7 are the legal heirs of the deceased and none else to inherit the above said properties left by Malik Muhammad Naseem Khan (Deceased). The defendant no. 4 minor is being represented by defendant No. 3 (real mother) who is his natural guardian too and has no adverse interest against the minor. Plaintiff No.2 has given power of attorney in favour of Mr. Kashif.
4. That the plaintiffs asked the defendants to proceed accordingly and incorporate the names of the plaintiffs in their relevant record being the only legal heirs of the deceased and transfer the suit property(s) as mentioned above accordingly. But the plaintiffs faced harsh and irresponsible behavior and red-tapism by the defendants again and again

and finally the defendants refused the genuine request of the plaintiffs rather they advised the plaintiffs to get declaration of legal heirs from the competent court of jurisdiction, hence, this suit.

5. That there is no another alternative remedy available for the plaintiffs only to invoke the original jurisdiction of this Hon'ble court CAUSES for declaring that the plaintiffs are the only legal heirs Muhammad Naseem Khan (Deceased).
6. That the cause of action arose in favour of the plaintiffs against the defendants firstly on the death of Malik Muhammad Naseem Khan (Deceased) and secondly when the plaintiffs SChORE approached the defendants for transferring and incorporating the name of the plaintiffs and defendants No. 2 to 7as the only legal heirs of the deceased and each and every occasion when the plaintiffs made a request for the same and finally two days back when the defendants flatly refused to transfer, incorporate and recognized the name of the plaintiffs as legal heirs of Malik Muhammad Naseem Khan (Deceased), the cause of action is still continuing.
7. That the cause of action accrued at Lahore, the suit property is situated at Lahore and the parties are residing at Lahore, hence, this Hon' able court has got jurisdiction to adjudicate upon this mater.
8. That the value of the suit for the purpose of court fee, jurisdiction and subject matter is fixed at the tune of Rs.2,000 and no court fee is to be affixed upon the plaint.

PRAYER

In view of the above submissions it is, therefore, most respectfully prayed that a decree for the declaration with mandatory injunction may very kindly be passed in favour of the plaintiffs against the defendants by declaring that the plaintiffs are the only legal heirs of Malik Muhammad Naseem Khan (Deceased).

As a consequential relief, the defendant No.8 & 9 and other concerned departments may graciously be ordered to incorporate the name of the plaintiffs and defendant Nos. 2 to 7 as legal heirs of Malik Muhammad Naseem Khan (Deceased) in their respective record and transfer the suit property(s) left by the deceased in their names accordingly.

Any other relief, which this Hon' able court deem fit may also be awarded.

Through:-

Advocate High Court

Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of March, 2024 that the contents of the above plaint from Paras 1 to 5 are true and correct to the best of my knowledge and rest of the Paras 6 to 8 are correct to the best of my information and belief.

PUNJAB, LAHORE.

Revenue Revision No. _____ /2024

Muhammad Maqsood Khalid son of Barkat Ali, resident of Musapur, Tehsil Pasroor, District Sialkot.

Petitioner

VERSUS

- 1. Rustam**
- 2. Mian Khan Gill** Sons of Muhammad
- 3. Naseer Ahmad (deceased)** son of Muhammad through his legal heirs:
- | | |
|-----------------|----------|
| a. Mumtaz Bibi | (widow) |
| b. Farooq Ahmad | son |
| c. Ali Ahmad | son |
| d. Kiran Bibi | daughter |
| e. Iram Bibi | daughter |
- 4. Shahadat**
- 5. Fazal**
- 6. Talib**
Sons of Ahmad
- 7. Arif Hussain** son of Shah Muhammad
All cast by Jutt Gill, residents of Jhugian Kalan, Tehsil & District Nankana Sahib.

Respondents

REVISION PETITION UNDER SECTION 164 LAND REVENUE ACT 1967 AGAINST THE IMPUGNED ORDER DATED 13.10.2023 PASSED BY ADDITIONAL COMMISSIONER LAHORE DIVISION, LAHORE, WHEREBY THE JOINT APPEAL AGAINST DIFFERENT MUTATION WAS ACCEPTED DURING THE PENDENCY OF INJUNCTIVE ORDER OF THE CIVIL COURT, LAHORE AFTER THE REMAND OF MATTER BY THE SUPREME COURT OF PAKISTAN.

CLAIM IN REVISION:

CLAIM IN REVISION TO SET-ASIDE THE IMPUGNED ORDER DATED 13.10.2023 AND RESTORED THE ORDER DATED 30.03.2023 PASSED BY ADCR, NANKANA SAHIB.

Respectfully Sheweth:-

1. That brief facts giving of the revision petition are that the present petitioner is owner of land measuring 200-Kanals, situated at Mouza Asal Par, Tehsil & District Nankana Sahib.

Description of property as mentioned below:

- a. **Mutation No.1676, dated 28.06.2013 bearing Khewat No.85, Khatouni No.267 to 269, Salam Khata 74K-12M, transferred share 63K-19M.**
- b. **Mutation No.1677, dated 28.06.2013 bearing Khewat No.86, Khatouni No.270 to 271, Salam Khata 32K-0M total ownership.**
- c. **Mutation No.1678, dated 28.06.2013 bearing Khewat No.87, Khatouni No.272 to 283, Salam Khata 966K-12M, total ownership.**
- d. **Mutation No.1679, dated 28.06.2013 bearing Khewat No.88, Khatouni No.274 to 276, Salam Khata 90K-07M, transferred share 26K-07M.**
- e. **Mutation No.1680, dated 28.06.2013 bearing Khewat No.89, Khatouni No.277 to 279, Salam Khata 86K-10M, transferred share 04K-15M.**
- f. **Mutation No.1681, dated 28.06.2013 bearing Khewat No.54, Khatouni No.190, Salam Khata 26K-11M, transferred share 6K-07M.**

(Copy of Mutation have been attached herewith as
Annexure-A)

2. That the present respondents filed the application before the ADCR, Nankana Sahib for correction in revenue record in the

name of the respondents for cancellation of the aforementioned mutations which have been incorporated in Para No.1, which after due process of law by Mr. Muzammil Ilyas, Learned ADCR, Nankana Sahib dismissed the application on 30.03.2023, wherein, whole the mutations cancelled due to reason of civil litigation between the present petitioner and the respondents is pending in the Civil Court, Lahore. Copy of order of ADCR, Nankana Sahib is attached herewith as

Annexure-B.

3. That subsequently the respondents assailed order in appeal before the Additional Commissioner Revenue, Lahore Division Lahore camp at Nankana Sahib and the petitioner submit the written arguments and later on the Additional Commissioner Revenue accepted the appeal on 13.10.2023 against the law and facts. Copy of order dated 13.10.2023 passed by Addl. Commissioner Revenue, Lahore and written arguments of respondent/petitioner as **Annexures-C&C1.**
4. That the Section 53 of the land revenue act to correction in revenue record only jurisdiction of the civil court and revenue

authority cannot assumed the jurisdiction to correct the revenue record.

BACKGROUND HISTORY

1. That the one suit for declaration was filed and same was decreed on 29.03.1967 from the court of Mr. Sheikh Saeed Ahmad then Learned Civil Judge, Lahore and the same decree was obtained through fraud and misrepresentation and without any jurisdiction, after coming into the knowledge the present petitioner Muhammad Maqsood Khalid was filed application under Section 12(2) CPC in Civil Court, Lahore for set-aside the impugned judgment and decree dated 29.03.1967, which same was allowed on 17.12.2012 by Mr. Sharafat Ali Nasir, Learned Civil Judge, Lahore and the judgment and decree dated 29.03.1967 was set-aside. Copy of order dated 17.12.2012 has been attached herewith as

Annexure-D.

2. That the suit for declaration which was filed by the Raheela Mushtaq after getting the impugned judgment and decree dated 29.03.1967, the Mutation No.367, dated 14.11.1967 was attested in favour of Raheela Mushtaq upon the alleged

decree dated 29.03.1967. Copy of Mutation is attached as

Annexure-E.

3. That present respondents were challenged in revision order dated 17.12.2012 passed by Civil Judge, Lahore and the same was allowed on 30.10.2010 passed by ADJ, Lahore to the extent of framing of additional issues and remanded the matter to the to the Civil Judge, Lahore. Copy of order dated 30.10.2010 passed by ADJ, Lahore is attached as

Annexure-F.

4. That the present petitioner filed two different Writ Petition No. 35995/2013 & 35993/2013 in the Lahore High Court, Lahore and the same were accepted vide order dated 16.03.2021 and the order of Civil Judge, Lahore dated 17.12.2012 was restored. Copy of order dated 16.03.2021 is attached herewith as **Annexure-G.**

5. That the respondents challenged the order of the Lahore High Court, Lahore in the Supreme Court of Pakistan CPLA Nos.1084 & 1085/2022 which same were allowed on 27.01.2022 and matter was remanded back to the civil court

Lahore for decision of fresh. Copy of order dated 27.01.2022 is attached as **Annexure-H**.

6. That during the intervening period the mutation No.1676 to 1681 were sanctioned in favour of the present petitioner on the basis of order dated 17.12.2012 passed by Civil Judge, Lahore.
7. That after remand of the case from the Supreme Court of Pakistan the present petitioner filed application under Section 151 of CPC for seeking the stay order, which same was grant the status quo order dated 29.11.2022 passed by Mr. Tukaser Ahsan, Learned Civil Judge, 1st Class, Lahore regarding the above said disputed land till the disposal of petition under Section 12(2) CPC. Copy of order dated 29.11.2022 is attached herewith as **Annexure-I**.

GROUND

- a. That the matter is still sub-judice to the extent of title of alleged property and the Additional Commissioner Revenue, Lahore passed the impugned order against the law and facts because the Additional commission illegally exercise the jurisdiction and the revenue authority have no jurisdiction to try this appeal. This principle has been

laid down **PLD 1966 WP (REV-104)**, that where the question of title qua parties was in dispute in civil court then the revenue forum could not assume the jurisdiction in such like matter, this principle has been laid down **PLD 2019 Peshawar 228**. If the Additional Commissioner Revenue, Lahore considered the judgment of the superior court the additional commissioner would not have been passed the impugned order.

- b. That the Additional Commissioner Revenue, Lahore failed to proceed the case fairly and properly and ignored the verdicts of the superior courts, hence the impugned order is liable to be set aside.
- c. That the findings of the Additional Commissioner Revenue, Lahore suffer from legal defects.
- d. That the impugned order is not reasoning and based on surmises and conjectures.
- e. That the Additional Commissioner Revenue, Lahore has passed the impugned order in hasty manner, hence the impugned order is liable to be set-aside.
- f. That impugned order is against the statutory provision hence liable to be set-aside.
- g. That if the impugned order is not set-aside the petitioner would suffer irreparable loss, injury and ultimately would be resulted in serious miscarriage of justice.

PRAYER:

It is, therefore, respectfully prayed that the present revenue revision petition may kindly be accepted and the impugned order dated 13.10.2023 may kindly be set-aside, and the order dated 30.03.2023 be restored.

It is further prayed that the civil litigation between the parties pending in civil court at Lahore and till the disposal of the application under Section 12(2) CPC the operation of impugned order dated 13.10.2023 may kindly be suspending forthwith.

Any other relief which this Hon'able Court deems fit may also be awarded.

Petitioner

Through

SYED IJAZ ALI SHAH
Advocate High Court
Galaxy Law Chambers,
1-Turner Road, Lahore.
Cell # 0323-6590273

CERTIFICATE:

As per instructions of my client, it is **First Revision** in this learned court on the subject matter.

Advocate

IN THE COURT OF MR. ATIF NAWAZ BHATTI, LEARNED CIVIL
JUDGE, LAHORE.

In re:-

Maqsood Arshad **Vs.** Shahab-ul-Din etc.

(SUIT FOR SPECIAL PERFORMANCE, CANCELLATION AND PERMANENT
INJUNCTION)

**REPLY TO APPLICATION FOR PROVIDING THE LIST OF LEGAL
HEIRS OF DECEASED/DEFENDANT NO.1 IN ABOVE TITLED SUIT.**

Respectfully Sheweth:

PRELIMINARY OBJECTIONS:-

1. Admitted, Need no reply.
2. Admitted.
- 3.
- 4.
- 5.

PRAYER:-

*It is, therefore, most respectfully prayed that
the application under reply may very kindly be
dismissed with special costs.*

Answering Respondent

Through

Ch. Muhammad Naseer Gujjar

Advocate High Court
IN THE COURT OF SENIOR CIVIL JUDGE LAHORE

Civil Suit No _____/2010

Manzoor Zahoor, Proprietor, Ghulam Mahi-ud-Din & Sons Foundry Workshop located at 99, Railway Road, Lahore.

Plaintiff

Versus

M/s Pak Iron & Steel Casting, Located at Plot No: 24-25, Sector 1-9, Industrial Area, Islamabad through Mian Muhammad Aslam.

Defendant

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF

Respectfully Sheweth:-

- 1- That the plaintiff is running his business under the name & style "Ghulam Mohye-u-din & Sons Foundry Workshop" at 99-Railway Road, Lahore.

- 2- That Plaintiff had business relations with the defendant. In June, 2009, the defendant entered into an oral agreement with plaintiff for supply of 111 metric tons Steel bars valuing Rs. 9.1 millions to the plaintiff. The

plaintiff had to supply the said steel bars to a construction company in connection with Ring Road Project, Lahore.

- 3- That in accordance with the above said oral agreement plaintiff issued the following cheques (hereinafter referred to as the disputed cheques) in favour of defendant as security.

Cheque No C.A 0020258581 amounting to Rs.37, 00,000/- dated July 06th 2009,

Cheque No C.A 0020270388 amounting to Rs.17, 00,000/- dated 08th August 2009,

Cheque No. CA 00200270394 amounting to Rs.17, 00,000/- dated 02nd September, 2009 and

Cheque No. CA 0020270399 amounting to Rs.20, 00,000/- dated 18th November 2009.

3

It is important to mention here that the above said cheques were encashable only on supply of material by the defendant to the plaintiff. In case of failure of defendant to supply the material according to agreement, the said cheques were not encashable.

4. That the defendant did not supply Iron Bars to the plaintiff thus he violated the agreement. As per agreement the defendant was supposed to make first supply of material worth 37 lac in the month of June, 2009. Only then the Cheque dated 06-07-2009 was to be

cashed. But the fact is that the defendant did not even commenced the supply of material at all on the excuse that the market price of said material has been increased & it was not possible for him to supply the said material on the agreed price during the said period.

5. That the defendant has neither supplied the material according to agreement nor has returned the disputed cheques to the plaintiff despite repeated demands. On the other hand threatened the plaintiff to present the above said cheques for encashment with malafide intention & ulterior motive to blackmail the plaintiff.
6. That under the law the defendant is not entitled to recover the amounts mentioned in the disputed cheques.
7. That the cause of action arose in favour of plaintiff against the defendant initially in July, 2009 when the plaintiff issued the disputed cheques & finally a week ago when the defendant threatened the plaintiff to present the disputed cheques in Bank for encashment.
8. That the cause of action arose at Lahore, hence this learned court has jurisdiction to adjudicate upon the matter.

9. That value of the suit for the purposes of court fee & jurisdiction is fixed at Rs.5000/- . No court fee is payable under the law of the said suit value.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendant declaring that the disputed cheques detailed at para No.3 of the plaint are not encashable and as a consequential relief the same may please be declared as null & void.

Any other relief which may be deemed proper may also be granted.

Plaintiff
Through

(Atif Mohtashim Khan)

Verification

Verified on oath at Lahore that the contents of the plaint from para No.1 to 6 are true to the best of my knowledge and the remaining para No.7 to 9 are true to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

IN RE:-

Manzoor Zahoor Vs M/s Iron & Steel Casting

Application Under Order 39 Rule 1 & 2 Read with Section 151 C.P.C for
the grant of interim relief.

Respectfully Sheweth:-

- 1- That the Petitioner has filed the titled suit before this Honorable Court in which no date of hearing has been fixed so far.
- 2- That the contents of the accompanying plaint may graciously be read as integral part of this application. The Plaintiff has a good *prima facie* case and it is likely that the suit would be decreed in his favour.
- 3- That the balance of convenience lies in favour of the petitioner/plaintiff.
- 4- That in case the encashment of disputed cheques is not suspended and the plaintiff shall suffer an irreparable loss.

Prayer

It is, therefore, respectfully prayed that the encashment disputed cheques may kindly be suspended.

Any other relief deemed fit may also be allowed.

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

IN RE:-

Mansoor Zahoor Vs M/s Iron & Steel Casting

(Application Under Order 39 Rule 1 & 2 Read with Section 151 C.P.C for
the grant of interim relief)

**Affidavit of Mansoor Zahoor, Ghulam Mahi-ud-Din & Dons Foundry Workshop,
House No: 158/B, New Muslim Town Lahore.**

The above named deponent do hereby solemnly affirm & declare as under:

1. That the Petitioner has filed the titled suit before this Honorable Court in which no date of hearing has been fixed so far.
2. That the contents of the accompanying plaint may graciously be read as integral part of this application. The Plaintiff has a good *prima facie* case and it is likely that the suit would be decreed in his favour.
3. That the balance of convenience lies in favour of the petitioner.
4. That in case the encashment of disputed cheques is not suspended and the plaintiff shall suffer an irreparable loss.

Deponent

Verified on oath at Lahore this 22nd day of April, 2010 that the contents of the accompanying petition under Order 39 Rule 1 & 2 CPC are true to the best of my knowledge & belief.

Deponent

IN THE COURT OF DISTRICT JUDGE, LAHORE

Civil Suit No. /2006

Makhdoom Butt son of Mehmood Ahmad Butt (Butt And Company) R/o 33 Lesco Road Badami Bagh, Lahore.

Plaintiff

Versus

Mansoor Zahoor S/o of Zahoor Ahmad R/o 152-B New Muslim Town, Lahore.

Defendant

SUIT: UNDER ORDER 37 RULE 3 OF THE CIVIL PROCEDURE CODE
RECOVERY OF RS. 91,20,620/-.

Respectfully Sheweth: -

1. That the plaintiff is running a business of Carbon being a dealer of Itefaq Steel Mills. defendant was husband of plaintiff's cousin namely Mussarat. On 26.09.2004 defendant along with his wife (Plaintiff's cousin) came at plaintiff's house. The defendant requested the plaintiff to give him 3,00,000/- as loan for utilizing the same in his business. The plaintiff had great respect for the defendant due to his being husband of

plaintiff's cousin. Further, plaintiff's cousin was also accompanying the defendant which aspect was great honor for the plaintiff. Further, she also requested the plaintiff to render financial assistance to her husband. She disclosed that she had also requested her sister Rahat Naheed to help also requested and in response to her request Rahat Naheed Khan had paid Rs. 2 million to defendant but her husband needs more money for his business requirements. Due to high respect for the relation, the plaintiff could not refuse to help the defendant. The plaintiff had money at that time. The plaintiff, therefore immediately gave the requisite amount of Rs. 3,00,000/- to the defendant on the same day in cash. The defendant promised to pay back the loan amount to the plaintiff in the month of February, 2005.

2. That in the month of February, 2005, the plaintiff demanded Rs. 3,00,000/- from the defendant. The defendant issued Cheque No. 0278954 dated 15.06.2005 from his Current A/c No. 0001097679 of United Bank, S.D. Vault, Mall Road Branch, Lahore for Rs. 3,00,000/- in favour of the plaintiff in repayment of above said loan.
3. That the plaintiff submitted the above said cheque in the bank for encashment but the same was returned by the bank to the plaintiff for reason that the payment of the said cheque was stopped by the drawer / defendant. Copies of the said cheques are enclosed herewith.
4. That the defendant is presently residing abroad. The plaintiff has repeatedly contacted the defendant on phone and asked the defendant to pay the above said loan amount to the plaintiff. It is important to submit here that plaintiffs's cousin Mussarat had died on 11.06.2005. That plaintiff has also made several visits to the residence of defendant's father and has also requested him to ask his son to pay the suit amount but to no effect, hence this suit.
5. That the cause of action arose in favour of the plaintiff and against the defendant firstly 26.09.2004 when the defendant obtained loan of Rs.3.00.000/- from the plaintiff, secondly on 27.06.2005 when cheque was issued by defendant for payment of above

said loan of Rs.3.00.000/- to the plaintiff was bounced by the bank and finally a week ago, when the plaintiff contacted the defendant on phone and ask the defendant to repay the loan amount but the defendant flatly refused to pay the suit amount to the plaintiff.

6. That the cause of action arose at Lahore, hence this learned Court has jurisdiction to adjudicate upon the matter.

7. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.3.00.000/-. The requisite Court fee of Rs.15.000/- is presently not available; the same will be affixed within the period granted by this Learned Court.

PRAYER

It is, therefore, most respectfully prayed that a decree for an amount of Rs.3.00.000/- may kindly be passed in favour of the plaintiff and against the defendant with costs.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

Dated:08.04.2006

VERIFICATION

Verified on Oath at Lahore on this 08.04.2006 that the contents of paras 1 to 4 are correct to the best of my knowledge and those of 5 to 7 are true to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Abdul Majeed son of Wassan Din, resident of Post Office Lakhokay, Cantt., Lahore.

Plaintiff
VERSUS

Muhammad Javaid son of Amanat Ali, resident of Shehzada, Post Office Kahna Nau, Cantt., Lahore.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO
SELL DATED 23.08.2023 WITH CONSEQUENTIAL RELIEF
AND PERMANENT INJUNCTION.**

Respectfully Sheweth:-

1. That succinctly the facts necessitating for filing the instant suit before this Hon'able Court are that the defendant was the owner of **Property/ Agricultural land measuring 07-Kanals, 08-Marlas, bearing Khewat No.10, Khatouni No.29 to 30, Khasra No.4382, 4383, Salam Khata**
2. **situated at Hadbust Mouza Shadipura, Lahore.**
(Hereinafter referred to as the **Suit Property**). Copies of title documents are attached.
3. That on 23.08.2023 the defendant entered into an agreement to sell with the plaintiff regarding the sale of above described suit property for a total consideration of Rs.30,00,000/- and the defendant received the total consideration amount as final and full consideration of the above said subject matter property in presence or marginal witnesses. It is pertinent to mention here that the defendant also handed over the possession of the suit property to the plaintiff. Copy of the agreement to sell _____ is presented for the kind perusal of this Honourable Court.

4. That as per the terms of the agreement to sell the defendant was/is bound to transfer the property in favour of the plaintiff.
5. That despite numerous requests made by the plaintiff to defendant to transfer the subject matter property in favour of the plaintiff but the defendant is lingering on the matter from one pretext or the other.
6. That quite astoundingly, it came into the knowledge of the plaintiff that the defendant wants to sell the suit property to some other person/intending purchasers, which act of the defendant is totally illegal, unlawful and without lawful authority.
7. That few days ago the plaintiff once again approached to the defendant and requested him to transfer the suit property in the name of the plaintiff, but the defendant flatly refused to accept the genuine request of the plaintiff, hence this suit.
8. That the cause of action firstly accrued in favour of the plaintiff and against the defendant, when the defendant refused to perform his part of obligation and it came to the

knowledge that the defendant has ill-intention to alienate the property and secondly on each and every occasion when the defendant flatly refused to do the needful and lastly few days ago when the defendant finally refused to transfer the suit property in favour of the plaintiff, which is still continuing.

9. That the parties to the suit are resident of Lahore, subject matter property is situated at Lahore and the cause of action also accrued at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate upon the matter.
10. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.30,00,000/- and requisite court fee will be affixed on the plaint as per order of this Honourable Court.

PRAYER:

In view of the above mentioned facts and circumstances, it is, therefore, most respectfully and humbly prayed that a decree for specific performance of agreement to sell dated 23.08.2023 may very kindly be

passed in favour of the plaintiff and against the defendants directing the defendants to transfer the subject matter property in favour of the plaintiff according to the terms and conditions of the agreement to sell in case of refusal of the defendants to do so the suit property may very kindly be transferred in favour of the plaintiff through the process of court in the interest of justice.

It is further prayed that a decree for permanent injunction may also be passed in favour of the plaintiff and against the defendant that the defendant may kindly be restrained permanently from selling, alienating or transferring the property in question and also be restrained from interfering into the peaceful possession of the plaintiff illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief to which the plaintiff is found entitled may also be granted.

PLAINTIFF

Through

Wareesha
Advocate High Court
Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore on day of December, 2024 that the contents of Paras Nos.1 to 6 are correct to my knowledge and the remaining Paras No.7 to 9 thereof are correct to information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Abdul Majeed Vs. Muhammad Javaid

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.**

Respectfully Sheweth:-

1. That the petitioner has filed accompanying suit in this Learned Court today which has not been fixed so far.
2. That the contents of the accompanying suit may very kindly be considered as an integral part of this application and be read together.
3. That the petitioner has a good prima fascia case in his favour and there is every likelihood being succeeded in the main suit.
4. That the balance of convenience lies in favour of the Petitioner.

5. That if the interim relief is not granted as prayed for, the petitioner will suffer an irreparable loss.

It is, therefore, prayed most respectfully that the respondents may kindly be restrained from alienating, selling and transferring the above said property to any other person except petitioner and also be restrained from interfering into the peaceful possession of the plaintiff illegally, unlawfully and forcibly in any manner whatsoever.

Ad-interim injunctive order till the decision of this application may also be passed.

Petitioner
Through

Miss Wareesha
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Abdul Majeed Vs. Muhammad Javaid

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.**

AFFIDAVIT OF: ***Abdul Majeed son of***

I, the above named deponent, do hereby solemnly affirm and declare on Oath as under:

That the contents of the accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this _____ day of December, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF DISTRICT JUDGE LAHORE.

Mah-e-Noor daughter of Chan Sultan Ameer Afzal and Dr. Rubina Ameer Afzal, resident of House No.34, Street No.44-A, Rehmat Road, Gulzeb Colony, Samanabad, Lahore.

Petitioner
VERSUS

1. Defence Housing Authority through its Director General, Main Office Complex, Block-A, Commercial Area, Phase-VI, Lahore Cantt. (UAN 42-111-342-547).
2. Faisalabad Development Authority, through its Director General, FDA Main Office, Faisalabad.
3. IB Employees Cooperative Housing Society Limited, Plot Nos-30, 31, 54 & 55, Street No.B-4, Business Park, Gulberg Greens, Islamabad.
4. Excise & Taxation Department through Excise & Taxation Officer Circle Nawan Kot Zone No.09, Excise & Taxation Circle Office, 19-Nargas Block, Allama Iqbal Town, Lahore.

5. Eden Housing Limited, through its CEO Eden Canal Villas, 1-KM, Thokhar Niaz Baig, Canal Bank, Lahore.
6. Punjab Government Servants Housing Foundation, 14-A, Upper Mall Scheme, Lahore through its Managing Director.
7. Muhammad Zahid Chaudhry son of Bashir Ahmad Chaudhry, resident of House No.515-B, Nizam Block, Allama Iqbal Town, Lahore.
8. Muhammad Tahir Chaudhry son of Bashir Ahmad Chaudhry (deceased) now represented by legal heirs:
 - a. Mst. Rubina Tahir widow
 - b. Muhammad Hassan Tahir son
Both residents of House No.208, Rustam Park, Nawan Kot, Lahore.
 - c. Mst. Ghulam Fatima Tariq wife of Muhammad Tariq Qureshi and daughter of Muhammad Tahir Chaudhry, resident of Flat No.8-H, Second Floor, City Tower, Lahore.
 - d. Mst. Amina Salman wife of Salman Saeed and daughter of Muhammad Tahir Chaudhry, resident of House No.28, Madni Street, Sher Shah Road, New Shadbagh, Lahore.
9. Muhammad Abid Chaudhry son of Bashir Ahmad Chaudhry, resident of C/o Muhammad Zahid Chaudhry, resident of House No.515-B, Nizam Block, Allama Iqbal Town, Lahore.
10. Samina Bashir daughter of Bashir Ahmad Chaudhry and wife of Abdul Ghafoor Saqib, resident of House No.98-P, Phase-I, DHA, Cantt., Lahore.

Respondents

Subject: **PETITION UNDER SECTION 24 OF CPC FOR THE TRANSFER/CONSOLIDATION OF TWO SUITS TITLED AS (I) "M/S SUI NORTHERN OFFICER'S COOPERATIVE HOUSING SOCIETY VS MALIK MUHAMMAD SADDIQUE", PENDING IN THE COURT OF SYED MUHAMMAD UMER, LEARNED CIVIL JUDGE, LAHORE, NEXT DATE OF HEARING IS 19.12.2012 & SUIT TITLED AS "MUHAMMAD SADDIQUE VS FAQIR MUHAMMAD ETC." PENDING IN**

**THE COURT OF MR. GHULAM MURTAZA OPAL,
LEARNED AND NEXT DATE OF HEARING IS FIXED
08.12.2012 ENTRUST OF THE SAME IN ANY ONE
COURT OF COMPETENT JURISDICTION.**

Respectfully Sheweth:

1. That the applicant has filed a suit for declaration titled "Muhammad Saddique **Vs** Faqir Muhammad etc." which is pending in the court of Mr. Ghulam Murtaza Opal, learned Civil Judge Lahore and is fixed for 08.12.2012. During pendency of the suit the applicant has came to know that the respondent No.1 filed a suit under titled "**M/S SUI
NORTHERN OFFICER'S COOPERATIVE HOUSING
SOCIETY VS MALIK MUHAMMAD SADDIQUE**" is pending in the court of Syed Muhammad Umer, learned Civil Judge Lahore and next date of hearing is fixed 19.12.2012.
2. That there are same parties having their same subject matters pending in different courts for which the contradictory and conflicting judgments can effect the proceedings or interest or valuable rights of the parties.

Which is strictly prohibited by the law and observation laid down by the superior courts.

3. That the precious valuable rights of property of the petitioner are involved in the above said pending suits.
4. That the petitioner is submitting his application for avoiding contradictory decisions or judgments of the above said different courts which would be great abuse of the process and as well as injustice in the field of judicial administration.
5. That if the above said suits are not consolidated in one court, the petitioner shall suffer irreparable loss and injury.
Accordingly the petitioner is seeking for the transfer/withdrawal and their entrustment in any one court of law regarding the above said titled cases having same subject and same parties.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the above titled suits mentioned may kindly be withdrawn and consolidated and entrusted them into any one competent court of jurisdiction for the sake of justice and save the petitioner from the contradictory decisions or judgments of the different courts.

Petitioner

Through

Advocate High Court

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Muhammad Akram **Vs.** Barbara etc.

CONSOLIDATION APPLICATION

AFFIDAVIT OF:

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying **Consolidation Application** may kindly be read as integral part of this affidavit and the contents of affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of December, 2022 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

BEFORE THE PUNJAB LABOUR COURT NO.1, LAHORE.

Petition No. _____/2024

Jason

Petitioner

Versus

Barbara etc.

Respondents

**GRIEVANCE PETITION UNDER SECTION 33 OF THE PUNJAB
INDUSTRIAL RELATION ACT, 2010 AGAINST DISMISSAL ORDER
DATED 14.02.2024 PASSED BY RESPONDENT NO.3.**

Respectfully Sheweth:

- 1- That the addresses of the parties are correctly been given for the purpose of summons and notices upon them.

2- That brief facts for the filing of the instant petition are that the petitioner was appointed as ALM in LESCO on 27.10.2003.

Copy of appointment letter is attached as **Annexure-A**.

3- That by nature of duty the petitioner falls within the definition of worker under PIRA Act, 2010 and other relevant labour laws.

4- That the petitioner performed his duties honestly and diligently and the record of the petitioner is unblemished throughout service till his service i.e. July, 2007.

5- That afterwards the petitioner fell ill and serious problem of stomach and remained under treatment of Hakeem Dr. Riaz Ahmed which is evidence from the fitness certificate issued by the aforementioned doctor. Copy of certificate is attached as

Annexure-B.

6- That the petitioner time and again informed the respondents about his illness and inability to perform his duties due to his illness especially, the respondent No.4/Assistant Manager, LESCO Bhatti Gate Sub-Division, Lahore.

7- That the petitioner was the active member/vice Chairman Pakistan Wapda Employees Pegham Union and took active

part for the promotion of Trade Union as well as welfare of workers which is not liked by respondents and due to his trade union activities, the respondent passed the impugned order which amount to unfair labour practice under Section 17 of PIRA 2010. The notification of Vice Chairman of Pakistan Pakistan Wapda Employees Pegham Union is attached as

Annexure-C.

8- That after recovery from different diseases, the petitioner approached the respondents, for taking on duty, while application dated 09.01.2024. Copy of application is attached as **Annexure-D.**

9- That the respondent No.2 forwarded the application of the petitioner to the respondent No.3 for consideration as petitioner was the employee son of Wapda employee. Copy of recommendation is attached as **Annexure-E.**

10- That vide letter dated 24.02.2024, memo No.6097-99 (**Annexure-E1**) the respondent No.3 rejected the joining report and informed the petitioner about his dismissal order dated 14.02.2024 and informed the petitioner that he has been dismissed from service, hence this petition.

- 11- That the petitioner was provided impugned dismissal order from service alongwith this letter dated 24.02.2024. Copy of impugned order is attached as **Annexure-F**.
- 12- That the department authorities send the dismissal letter on wrong address which is evident from the address written on the dismissal letter.
- 13- That feeling aggrieved of the said dismissal order dated 14.02.2024, the petitioner served grievance notice under Section 33 PIRA 2010 to respondents on 22.03.2024, which is not responded by the respondents upto now. Copy of grievance notice is **Annexure-G**.
- 14- That in any case, normal course of holding regular inquiry was dispensed with without any order containing reasons as required by the provisions of Rule 5 of Pakistan Wapda Employees (Efficiency & Discipline) Rules, 1978, which was otherwise requirement of principle of natural justice and Article 10-A of the Constitution of Islamic Republic of Pakistan, 1973.
- 15- That the petitioner was never served with any show cause notice, charge sheet or not any inquiry was held in this regard,

even petitioner was posted dismissal letter on wrong address which is evident from the dismissal letter in this regard, which is against the rule of natural justice as well as Article 13 of Constitution of Islamic Republic of Pakistan.

- 16- That the petitioner's accurate address is evident from the title of the petition as well as House Acquisition Letter dated 05.08.2006. Copy of letter is attached as **Annexure-H**.
- 17- That the petitioner is liable to be reinstated in service on the following:-

GROUNDS

- a. That there was no inquiry, charge sheet, show cause notice served upon the petitioner and no notice was published in the newspaper.
- b. That the petitioner is condemned unheard and ex parte order was passed at the back of the petitioner, which is against the rule of natural justice and Article 13 of Constitution of Islamic Republic of Pakistan.
- c. That the petitioner was not served with any intimation through reliable sources, even the letter of termination was sent on wrong address.

- d. That the petitioner is the son of retired LESCO Employee and he can be adjusted against employed son quota.
- e. That the petitioner is a young man and after termination he is jobless and he has to earn for his family.

PRAYER:

It is, therefore, most respectfully prayed that dismissal letter dated 14.02.2024 may very kindly be set aside by declaring the same as illegal, null, void, ab initio and the petitioner may very kindly be reinstated in service with all back benefits as admissible under law.

Any other relief which this Honourable Court deems fit and proper may also be awarded.

Petitioner

Through

Advocate High Court

BEFORE THE PUNJAB LABOUR COURT NO.1, LAHORE.

Petition No. _____ /2024

In re:

Jason

vs.

Barbara etc.

GRIEVANCE PETITION

AFFIDAVIT OF: Jason

I the above named deponent solemnly affirm and declare on oath as under:

That the contents of the accompanying **Petition** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this day of February, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

BEFORE THE PUNJAB LABOUR COURT NO.1, LAHORE.

Petition No. _____ /2024

In re:

Jason

vs.

Barbara etc.

(GRIEVANCE PETITION)

APPLICATION FOR THE GRANT OF INTERIM INJUNCTION.

Respectfully Sheweth:

1. That the petitioner has filed the above titled petition in this Honourable Court in which no date of hearing has yet been fixed.

2. That the contents of the petition may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the petition is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondent.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained from

till the final decision of the petition.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

Advocate High Court

BEFORE THE PUNJAB LABOUR COURT NO.1, LAHORE.

Petition No. _____ /2024

In re:

Jason

vs.

Barbara etc.

(GRIEVANCE PETITION)

APPLICATION FOR THE GRANT OF INTERIM INJUNCTION.

AFFIDAVIT OF: **Muhammad Umer Farooq Zafri** son of

I the above named deponent do hereby solemnly affirm and declare as under:

*That the contents of accompanying “**Application**” are true and correct to the best of my knowledge and belief and nothing has been concealed therein.*

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of February, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

BEFORE THE PUNJAB LABOUR COURT NO.1, LAHORE.

Petition No. _____ /2024

In re:

Jason

vs.

Barbara etc.

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IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

1. Laal Masih son of late Ratan Maish, R/o Village Lidhar, Baidian Road, Tehsil Lahore Cantt, District Lahore.
2. Iqbal Masih son of late Ratan Maish, R/o Village Lidhar, Baidian Road, Tehsil Lahore Cantt, District Lahore.

Plaintiffs

V E R S U S

1. Ashiq Masih son of Ratan Masih (late),
2. Gulzar Masih son of Ratan Masih (late),
All residents of Village Lidhar, Baidian Road,
Tehsil Lahore Cantt, District Lahore.
3. Teshildar, Tehsil Cantt, District Lahore.
4. Public at large.

Defendants

SUIT FOR DECLARATION OF LEGAL HEIRS OF LATE RATAN MASIH AND PARTITION OF THE LAND MEASURING 1-KANAL LEFT BY RATAN MASIH VIDE SALE DEED DOCUMENT NO.1527, BOOK NO.1, VOLUME NO.2700, DATED 31.01.1988 REGISTERED WITH THE OFFICE OF SUB-REGISTRAR, LAHORE CANTT, Lahore with permanent injunction.

Respectfully Sheweth; -

1. That the brief facts of the instant suit are that late father of the parties i.e. Ratan Masih son of Asu Masih resident of Village Lidhar, Baidian Road, Tehsil Cantt, District Lahore, purchased land measuring 1-Kanal out of Khasra No.2149, Khewat No.248, Khatooni No.583, situated at Mouza Lidhar, Tehsil Cantt, District Lahore. Copy of sale deed is attached herewith.

2. That now the parties to the suit are the real sons of Ratan Masih son of Asu Masih, who have partitioned the property and according to the site plan attached herewith, land measuring 24'x51'-9" on which the plaintiff No.1 Laal Maish has constructed Loby, bath, kitchen, two rooms, bath rooms, lobi, bath room, which is shown in the red colour of attached site

plan and accordingly Iqbal Masih/plaintiff No.2 was given land measuring 24'x40'-3" who constructed two rooms, bath, which is shown in yellow colour of attached map. That according to the partition defendant No.1 Ashiq Masih was given land measuring 24'x40' who constructed one room and bath room which is shown in blue colour and defendant No.2 was given land measuring 24'x40' who constructed one room and bath over the same which is shown in yellow colour. In the middle of the above mentioned portion street wide 8-feet was left for common passage/common use. Rough sketch of site plan is attached herewith.

3. That the defendants are trying to interfere in the peaceful and lawful possession of the plaintiffs over their portions and they are also approaching the Tehsildar to transfer more property which is shown in the site plan in their names, which is illegal, on their part.

4. That the defendant No.3/Tehsildar is required to effect/sanction mutation in the names of Ratan Masih and thereafter in the names of plaintiffs and defendants No.1&2 who are the real sons of the deceased Ratan Masih.

5. That the plaintiffs approached the defendants No.3 with a request to sanction inheritance mutations in respect of the suit property but the defendant No.3 flatly refused to do sand demanded a declaratory decree from the competent court of law.

6. That now the defendants No.1&2 are deviating from the above mentioned family partition illegally and unlawfully and they are interfering in the possession of the plaintiffs by violating the above mentioned family partition.

7. That the said suit property is still un-partitioned according to law from the competent court of law.

8. That if the defendants No.1&2 are succeeded in their nefarious designs, the plaintiffs shall suffer irreparable loss and injury, hence this suit.

9. That the cause of action arose in favour of the Plaintiffs against the defendants due to the above mentioned facts and circumstances and the same cause of action is still continuing due to the refusal of the defendants.

10. That the parties of the suit are residing at District Lahore, the cause of action accrued at District Lahore, suit property is also situated within the jurisdiction of this Hon'ble Court, hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.

11. That the value of the suit for the purposes of court fee as well as jurisdiction is fixed Rs.200/- and Rs.10/- has been affixed as court fee for the

time being and the requisite court fee shall be fixed as per order of this Hon'ble Court.

PRAYER:

In view of the above said circumstances it is, most humbly and respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and defendants No.1&2, declaring therein that the plaintiffs and defendants No.1&2 are the legal heirs of Ratan Masih and they are entitled to inherit the suit property.

It is further prayed that the defendant No.3 may kindly be directed firstly to sanction inheritance mutation of suit property in the name of Ratan Masih and thereafter in the names of plaintiffs and defendants No.1&2 in respect of suit property according to the rough sketch of site plan as well as law of land.

It is further prayed that the a decree for partition through separate possession may kindly be passed in favour of the plaintiffs and against the defendants.

It is further prayed that the defendants No.1&2 may kindly be restrained from deviating from the above mentioned family partition and also be restrained from interfering in the peaceful and

lawful possession of the plaintiffs over their respective shares in any manner whatsoever.

Any other relief which this Hon'ble Court deems fit may also be awarded to the plaintiffs.

Costs of the suit may also be awarded to the plaintiff.

Plaintiffs

Through

KHALID JAN KHATTAK
Advocate High Court
203-E Nishat Colony,
Lahore.

VERIFICATION:

Verified on Oath at Lahore, this 29th day of December, 2023 that the contents of the above said plaint from paras No.1 to 8 are true and correct to the best of my knowledge and rest of the paras 9 to 11 are correct to the best of my information and belief.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In Re; -

Laal Masih etc.
V E R S U S
Ashiq Masih etc.

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM
INJUNCTION.

Respectfully Sheweth:-

1. That the petitioners have filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.

2. That the contents of the suit may kindly be read as an integral part and parcel of this application.

3. That petitioners have a good *prima facie* case in their favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioners and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioners shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents No.1&2 may very kindly be restrained from deviating from the above mentioned family partition and also be restrained from interfering in the peaceful and lawful possession of the petitioners over their respective shares in any manner whatsoever till the final decision of titled suit.

Ad-interim injunction order may kindly be passed in favour of the petitioners.

Petitioners

Through

**KHALID JAN KHATTAK
Advocate High Court
203-E Nishat Colony,
Lahore.**

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In Re;:-

Laal Masih etc.
V E R S U S
Ashiq Masih etc.

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM
INJUNCTION.

AFFIDAVIT OF: Laal Masih son of late Ratan Maish,
R/o Village Lidhar, Badian Road,
Tehsil Lahore Cantt, District Lahore.

I, the above named deponent, do hereby solemnly
affirm and declare as under:

That the contents of accompanying application are
true and correct to the best of my knowledge and belief
and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on oath at Lahore this 29th day of November 2023, that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Muhammad Khalid son of Abdul Aziz, resident of House No.32, Street No.46, Dhobi Ghat, Chah Miran, Lahore.

Plaintiff
VERSUS

1. Mohsin Yasin son

2. Umer Yasin son

3. Mansoor Yasin

4. Shehnaz Bano wife

son of Muhammad Yasin, residents of House No.13, Street No.2/44, Bilal Park, Chah Mira, Lahore.

Defendants

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO
MORTGAGE DATED 16.07.2022 CONSEQUENTIAL RELIEF AND
OF PERMANENT INJUNCTION.**

Respectfully Sheweth:-

1. That the brief facts for cause of filing this case before this Hon'able Court are that the defendants being owner of a

Property House/Flat 3rd Floor. *Property*

No.NEXII-2-S-21, situated at Kot Khawaja Saeed, Lahore.

(Hereinafter called the ***Suit Property***) entered into an

(Hereinafter called the **Suit Property**) entered into an agreement to mortgage dated 16.07.2022 with the plaintiff regarding the sale of above suit property against the consideration of Rs.2,25,000/- and the defendants received Rs. _____/- as earnest money in the presence of witnesses.

While the balance amount was agreed to be paid by the plaintiff to the defendants at the time of execution/registration

of sale deed of the above referred property and the possession of the suit property _____ was also handed over to the plaintiff at the time of agreement to mortgage. Copy of agreement is attached.

2. That the plaintiff time and again approached the defendants and requested the defendants to receive remaining amount of Rs._____/- and transfer the suit property in favour of the plaintiff but the defendants started to make lame excuses and the defendants did not get register the sale deed in favour of the plaintiff.
3. That now the plaintiff got information through reliable sources that the defendants with malafide intention just to usurp the amount of the plaintiff is going to sell the suit property to a third party which is against the law and violation of agreement to mortgage.
4. That the plaintiff alongwith respectable of the locality time and again approached the defendants and requested the defendants to receive the balance amount and to transfer the suit property in the name of plaintiff as per terms and conditions of the agreement to mortgage but the defendants

despite of repeated reminders and requests in this behalf lingered on the matter on one pretext or the other which shows the malafide intention of the defendants.

5. That the plaintiff is always ready and willing to perform his part of obligations by paying the balance sale price of the property to defendants subject to the transfer of the suit property by defendants in his favour and the plaintiff has left no stone unturned to end up positively. While on the other hand the defendants by his conduct clearly showed that the defendants is not ready to perform his obligations under the agreement to mortgage and wants to sell out the suit property to any other person.
6. That if by way of permanent injunction the defendants is not restrained from doing illegal act and transferring, selling, alienating the suit property to anyone, the plaintiff shall suffer irreparable loss and injury.
7. That the cause of action firstly accrued when it came into the knowledge of the plaintiff that the defendants is going to sell the suit property to any other person illegally and unlawfully and lastly when the defendants failed to listen the genuine

request of the plaintiff and the same cause of action is still continues.

8. That the parties to the suit are residing at Lahore, agreement was executed at Lahore, property in question is situated at Lahore, the cause of action also arose at Lahore, therefore, this Honourable Court has got jurisdiction to entertain the suit.
9. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.2,25,000/- and appropriate court fee shall be fixed as per order of this Hon'ble Court.

PRAYER:-

In view of the above submissions, it is respectfully prayed that a decree for Specific performance of agreement to mortgage dated 16.07.2022 may kindly be passed in favour of the plaintiff against the defendants directing the defendants to perform his part of obligations under the sale agreement to mortgage and to transfer the suit property in favour of the plaintiff, on receipt of balance amount of consideration. Otherwise the court may also kindly order to transfer the suit

property through process of the court and the plaintiff is also ready to deposit the balance amount in the court.

It is further prayed that a decree for permanent injunction may also be passed in favour of the plaintiff and against the defendants that the defendants may kindly be restrained permanently from selling, alienating or transferring the property in question and also be restrained from interfering into the peaceful possession of the plaintiff illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief to which the plaintiff is found entitled may also be granted. Costs of the suit may also be awarded against the defendants.

Plaintiff

Through

Muhammad
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on ***day of December, 2023*** that the contents of Paras No.1 to 6 are correct to my knowledge and the remaining Paras No.7 to 9 thereof are correct to information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Khalid Vs. Mohsin Yasin etc.

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO MORTGAGE ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

Respectfully Sheweth:-

1. That the petitioner has filed accompanying suit in this Learned Court today which has not been fixed so far.
2. That the contents of the accompanying suit may very kindly be considered as an integral part of this application and be read together.
3. That the petitioner has a good prima fascia case in his favour and there is every likelihood being succeeded in the main suit.
4. That the balance of convenience lies in favour of the Petitioner.

5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

It is, therefore, prayed most respectfully that the respondent may very kindly be restrained from alienating; selling/transferring the property in question and also be restrained from interfering into the peaceful possession of the petitioner illegally, unlawfully and forcibly in any manner whatsoever.

Ad-interim injunctive order till the decision of this application may also be passed.

Petitioner

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Khalid Vs. Mohsin Yasin etc.

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO MORTGAGE ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

AFFIDAVIT OF: *Muhammad Khalid*

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this **day of December, 2023** that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Shahid Mahmood son of Muhammad Ashiq, resident of House No.12, Street No.5, Mohallah Hazoori Masjid, Salamat Pura, Kot Lakhpat, Lahore.

Plaintiff

V E R S U S

Administrator Field Registration UC No.225, Salamat Pura, Kot Lakhpat, Lahore.

Defendant

SUIT FOR DECLARATION AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is respectable and law abiding citizen.
- 3- That the plaintiff born on 03.05.1976.
- 4- That so far the birth certificate of the plaintiff has not been issued due to unavoidable circumstances. NADRA has issued CNIC to plaintiff vide CNIC # 35202-2525883-1.
- 5- That the plaintiff alongwith witnesses numerously approached the defendant apprised to issue the birth certificate of plaintiff but the defendant kept on lingering the matter without any rhyme, reason and justification and a week before flatly refused and demanded decree of this Honourable Court.
- 6- That the plaintiff is facing great difficulties due to non-issuance of birth certificate.
- 7- That the defendant is legally bound to issue birth certificate.
- 8- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant lingered the matter of issuance of birth certificate and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.

- 9- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, hence this Honourable Court has got jurisdiction to adjudicate upon the matter.
- 10- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration alongwith mandatory injunction may kindly be passed in favour of the plaintiff against the defendant; declaring that plaintiff has legal right to get issued Birth Certificate and defendant is legally bound to issue the same.

It is further prayed that through decree of mandatory injunction directing the defendant to issue Birth certificate of plaintiff expeditiously, in the interest of justice, equity and fair play.

Any other relief which this Honourable Court deems fit may also be granted.

Plaintiff

Through:-

Malik Muhammad Arslan Aslam
Advocate High Court
Ghaziabad Bus Stop, Lahore.

Naghman Sarfraz Butt
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 16th day of January, 2024 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Muhammad Kashif son of Ghulam Rasool, resident of Post office
Jia Bagha, Tehsil & District Lahore.

Plaintiff
VERSUS

Muhammad Hanif son of Dhonti, resident of Post Office Jia Bagha,
Tehsil Raiwind, District Lahore.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL
DATED 17.11.2023 CONSEQUENTIAL RELIEF AND OF
PERMANENT INJUNCTION AND RECOVERY OF POSSESSION.**

Respectfully Sheweth:-

1. That the brief facts for cause of filing this case before this Hon'able Court are that the defendant being owner of a Property/Double Story House land measuring 18-Marlas, detailed as (1) bearing Khewat No.166/164, Khatouni No.322 to 323, Salam Khata (80K-3M), Qitat-16, measuring 2/1603 land measuring 15-Marlas, Fard I.D No.19466720, Dated 30.05.2023, (2) bearing Khewat No.205/207, Khatouni No.389, Salam Khata (53K-15M), Qitat-10, measuring 3/1075, land measuring 3-Marlas, Fard I.D No.19466768, Dated 30.05.2023, Total land

measuring 18-Marlas, surrounding as East: Property of Muhammad Rafiq, West: Passage 20-Ft., North: Property of Salah-ud-Din, South: passage 10-Ft., situated at Jia Bagha, Tehsil Rawind, District Lahore. (Hereinafter called the **Suit Property**) entered into an agreement to sell dated 17.11.2023 with the plaintiff regarding the sale of above suit property against the consideration of Rs.2,62,00,000/- and on 17.11.2023 the defendant received Rs.176,00,000/- as earnest money in the presence of witnesses. While the balance amount was agreed to be paid by the plaintiff to the defendant at the time of execution/registration of sale deed i.e. of the above referred property and the possession of the suit property is hand over to the plaintiff at the time of execution of agreement to sell. Copy of agreement is attached.

2. That the plaintiff time and again approached the defendant and requested the defendant to receive remaining amount of Rs.86,00,000/- and transfer the suit property in favour of the plaintiff but the defendant started to make lame excuses and the defendant did not get register the sale deed in favour of the plaintiff.

3. That now the plaintiff got information through reliable sources that the defendant with malafide intention just to usurp the amount of the plaintiff is going to sell the suit property to a third party which is against the law and violation of agreement to sell.
4. That the plaintiff alongwith respectable of the locality time and again approached the defendant and requested the defendant to receive the balance amount and to transfer the suit property in the name of plaintiff as per terms and conditions of the agreement to sell but the defendant despite of repeated reminders and requests in this behalf lingered on the matter on one pretext or the other which shows the malafide intention of the defendant.
5. That the plaintiff is always ready and willing to perform his part of obligations by paying the balance sale price of the property to defendant subject to the transfer of the suit property by defendant in his favour and the plaintiff has left no stone unturned to end up positively. While on the other hand the defendant by his conduct clearly showed that the defendant is not ready to perform his obligations under the

agreement to sell and wants to sell out the suit property to any other person.

6. That if by way of permanent injunction the defendant is not restrained from doing illegal act and transferring, selling, alienating the suit property to anyone, the plaintiff shall suffer irreparable loss and injury.
7. That the cause of action firstly accrued when it came into the knowledge of the plaintiff that the defendant is going to sell the suit property to any other person illegally and unlawfully and lastly when the defendant failed to listen the genuine request of the plaintiff and the same cause of action is still continues.
8. That the parties to the suit are residing at Lahore, agreement was executed at Lahore, property in question is situated at Lahore, the cause of action also arose at Lahore, therefore, this Honourable Court has got jurisdiction to entertain the suit.
9. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.262,00,000/- and appropriate court fee shall be fixed as per order of this Hon'ble Court.

PRAYER:-

In view of the above submissions, it is respectfully prayed that a decree for Specific performance of agreement to sell dated 17.11.2023 may kindly be passed in favour of the plaintiff against the defendant directing

the defendant to perform his part of obligations under the sale agreement to sell and to transfer the suit property in favour of the plaintiff, on receipt of balance amount of consideration. Otherwise the court may also kindly order to transfer the suit property through process of the court and the plaintiff is also ready to deposit the balance amount in the court.

It is further prayed that a decree for permanent injunction may also be passed in favour of the plaintiff and against the defendant that the defendant may kindly be restrained permanently from selling, alienating or transferring the property in question and also be restrained from interfering into the peaceful possession of the plaintiff illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief to which the plaintiff is found entitled may also be granted. Costs of the suit may also be awarded against the defendant.

Plaintiff

Through

Muhammad
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on ____ day of December, 2023 that the contents of Paras No.1 to 6 are correct to my knowledge and the remaining Paras No.7 to 9 thereof are correct to information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Kashif Vs. Muhammad Hanif

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

Respectfully Sheweth:-

1. That the petitioner has filed accompanying suit in this Learned Court today which has not been fixed so far.
2. That the contents of the accompanying suit may very kindly be considered as an integral part of this application and be read together.
3. That the petitioner has a good prima fascia case in his favour and there is every likelihood being succeeded in the main suit.
4. That the balance of convenience lies in favour of the Petitioner.

5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

It is, therefore, prayed most respectfully that the respondent may very kindly be restrained from alienating; selling/transferring the property in question and also be restrained from interfering into the peaceful possession of the petitioner illegally, unlawfully and forcibly in any manner whatsoever.

Ad-interim injunctive order till the decision of this application may also be passed.

Petitioner

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Kashif Vs. Muhammad Hanif

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

AFFIDAVIT OF: **Muhammad Kashif** son of Ghulam Rasool,
resident of Post office Jia Bagha, Tehsil &
District Lahore.

I the above named deponent do hereby solemnly affirm and
declare as under:

That the contents of accompanying "**Application**" are true and
correct to the best of my knowledge and belief and nothing has
been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this **day of December, 2023** that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2023

Kashif Majeed son of Abdul Majeed Shad, resident of House No.968-Q, Johar Town, Lahore.

Plaintiff

V E R S U S

1. Shah Nawaz alias Qulfian wala son of not known, resident of Farooqabad, Ward No.4, Kahna Nau, Lahore.

2. Abid Meyo son of not known, resident of Thel Panju, Kahna Nau, Lahore.

3. Rana Ghaffar son of not known, resident of Thel Panju, Kahna Nau, Lahore.

Defendants

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is lawful owner in possession of a **Property/ Plot land measuring 01-Kanal, bearing Khewat No.412, Khatouni No.771 to 780, Qitat-26, Salam Khata 158K-7M, transferred share 20/3167 measuring 1-Kanal, situated at Hadbust Mouza Thel Panju, Tehsil Model Town, District Lahore, vide Sale Deed bearing Document No.8368, Book No.1, Volume No.4385, Dated 02.05.2013, registered in the office of Sub-Registrar Nishter Town, Lahore.** (Hereinafter called the ***Suit Property***). Copy of sale deed is attached for the kind perusal of this Honourable Court.
- 3- That the plaintiff is enjoying the peaceful and lawful possession of the suit property without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner.

- 4- That the defendants has no concern, title or interest regarding the above said suit property and the plaintiff is legal and lawful owner in possession of suit property.
- 5- That two days ago, the defendants accompanying with some gunda elements came at the suit property and tried to dispossess the plaintiff from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and plaintiff the defendants failed to do so and left the spot while extending threats that the defendants will come again with more force and will dispossess the plaintiff from the suit property.
- 6- That the plaintiff asked the defendants that the defendants have no title or interest with the suit property and the defendants should restrain from illegal acts and designs but the defendants are not ready to listen the genuine request of the plaintiff and extended threats for dispossession from the suit property, hence this suit.
- 7- That if by way of permanent injunction the defendants is not restrained from doing illegal acts and designs, the plaintiff shall suffer irreparable loss and injury.
- 8- That the cause of action accrued in favour of the plaintiff against the defendants firstly when the defendants tried to interfere into the peaceful possession of the plaintiff and finally when the defendants flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.

- 9- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.
- 10- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER;

It is, therefore, most respectfully prayed that a decree for permanent injunction may kindly be passed in favour of the plaintiff and against the defendants; restraining the defendants from interfering into the peaceful possession of the plaintiff over the suit property illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through

Hafiz Muhammad Amjad Jamal Gujjar

Advocate High Court
83-Temple Road, Lahore.

Taimoor Khan Niazi
Advocate High Court

Salamat Ali Bhatti
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 11th day of December, 2023 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Kashif Majeed **Vs.** Shah Nawaz etc.

(SUIT FOR PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained interfering into the peaceful possession of the plaintiff over the suit property illegally, unlawfully and forcibly in any manner whatsoever till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

Hafiz Muhammad Amjad Jamal Gujjar
Advocate High Court
83-Temple Road, Lahore.

Taimoor Khan Niazi
Advocate High Court

Salamat Ali Bhatti
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Kashif Majeed **Vs.** Shah Nawaz etc.

(SUIT FOR PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF: **Kashif Majeed** son of Abdul Majeed Shad, resident of House No.968-Q, Johar Town, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this **11th day of December,** **2023** that the contents of the above Affidavit are true

and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Kashif Aslam son of Muhammad Aslam, resident of House No.128, Bheem Singh building, Ichhra, Lahore.

Plaintiff
VERSUS

Muhammad Iqbal Chughtai son of Abdul Rehman Chughtai, resident of House No.316-F, Gulshan-e-Ravi, Lahore.

Defendant

SUIT FOR RECOVERY OF DAMAGES FOR AMOUNT OF
RS.10,00,00,000/-.

Respectfully Sheweth: -

1. That the addresses of the parties are correctly been given for the purpose of service of summons and notices upon them.
2. That the brief facts which necessitating to file the instant suit are that the defendant was tenant of the plaintiff in the year 09.07.1999 in the property having Khasra No.8818, Mutation No.6882, situated at Canal View, Main Multan Road, Lahore.
3. That plaintiff Muhammad Aslam is special power of attorney holder of whole family.
4. That the defendant did not make payment of the rent and consequently the plaintiff being special attorney filed ejection petition and same was decreed in favour of the plaintiff vide order dated 10.05.2008 passed by Mr. Akhtar Hussain Kalyar, learned Rent Controller, Lahore.
5. That the possession of the property of the petitioner was handed over to the petitioner.
6. That in the year 2003, defendant prepared two false and bogus sale deeds # 839 (land measuring 9M), 841 (land measuring 1M) of suit property having mutation No.50651,

50652, and mother mutation of these two are Mutation # 43261.

7. That the said mutation # 43261 was cancelled on 16.02.2004 by DDO(C) and above both sale deed # 839 dated 27.01.2003 & Sale Deed No.841, dated 27.01.2003 were cancelled by the court of Mr. Inshallah Naveed Sadiq, learned Civil Judge, Lahore in the year 2013 (date of institution 30.07.2003 and Decision dated 22.07.2013) and cancelled from the concerned Sub-Registrar also. In this case Muhammad Iqbal Chughtai was the petitioner.
8. That defendant preferred appeal before Worthy ADJ, Lahore which was dismissed by the court of Mr. Abher Gull, Worthy ADJ, Lahore on 19.02.2018.
9. That the defendant filed a suit for declaration and permanent injunction with consequential relief on 07.05.2007, which was dismissed vide judgment and decree dated 28.07.2016 passed by Rai Ejaz Ahmed Imtiaz, learned Civil Judge, 1st Class, Lahore.

10. That the respondent filed appeal which was also dismissed vide judgment and decree dated 19.02.2018 passed by Mr. Abher Gull Khan, Worthy ADJ, Lahore.
11. That Muhammad Iqbal Chughtai filed a suit for declaration on _____ and was decreed on 29.11.2014 by the court of Ms. Uzma Aslam, Worthy ADJ, Lahore.
12. That the same was cancelled on 17.09.2020 by the court of Mr. Rana Muhammad Ashfaq, Worthy ADJ, Lahore on the petition of 12(2) PCP.
13. That the defendant filed an application for contempt against tenant of plaintiff and withdrew the same on 30.10.2023.
14. That the defendant filed an application for implementation of order dated 11.10.2012 which was withdrawn on 30.10.2023.
15. That the defendant filed another application for contempt which was also withdrawn on same date.
16. That the defendant filed an application under Section 195 (1)(C) Cr.P.C and withdraw the same on same date.

17. That the defendant also filed an application under Section 12 (2) of CPC for setting aside the order dated 29.11.2014 which was also withdrawn on same date.
18. That the defendant also filed an Application under Section 476 Cr.P.C which was also withdrawn on 30.10.2023.
19. That the defendant also filed an application under Section 12 (2) of CPC for setting aside the order dated 29.11.2014 which was also withdrawn on same date.
20. That the defendant also filed an application for contempt which was also withdrawn on same date.
21. That on 26.10.2021, the defendant obtained judgment and decree without impleading Muhammad Aslam father of applicant as party in the case. The plaintiff filed an application under Section 12 (2) of CPC and got suspended judgment and decree dated 26.10.2012.
22. That the defendant obtained another decree by concealment of facts by the court of Ms. Faiz Riaz, learned Civil Judge, Lahore on 28.11.2022. The plaintiff filed an application under Section 12 (2) of CPC and got suspended judgment and decree dated 26.10.2021.

23. That the father of the plaintiff Ch. Muhammad Aslam son of Din Muhammad was died on _____ due to the false and malicious litigation, act and conduct of the defendant.
24. That the plaintiff is also leading very hard life due to chain of litigation by the defendant.
25. That due to involving the plaintiff in false and frivolous litigation the honour, dignity as well as respect of the plaintiff has been damaged and the plaintiff claims Rs.10,00,00,000/- as financial damages from the defendant. The detail is as under:-

Sr. No.	Detail	Amount
1	Loss of Reputation	Rs.2,50,00,000/-
2.	Mental Tension, torture and misery	Rs.2,50,00,000/-
3.	Loss of Family Reputation, Mental Torture to family members	Rs.2,50,00,000/-
4.	Physical Inconvenience	Rs.2,50,00,000/-
	Total	Rs.10,00,00,000/-

26. That although the above said amount is not sufficient as compared with the actual loss but for the time being the plaintiff claims Rs.10,00,00,000/- and reserve the rights to claim further if so desire.

27. That three days ago, the plaintiff requested the defendant to make the payment jointly or severally but he threatened the plaintiff for dire consequences. So in the given circumstances there is no other remedy lies with the plaintiff except to approach this learned court, hence this suit.

28. That the cause of action accrued in favour of the plaintiff and against the defendants firstly when the defendant involved the plaintiff in false and frivolous litigation and finally when the defendant flatly refused to accede the

genuine request of the plaintiff so the cause of action is still continuing.

29. That the parties are residing and cause of action accrued at Lahore, hence this Honourable Court has got jurisdiction to adjudicate upon the matter.

30. That the value of the suit for the purposes of court fee and jurisdiction is fixed Rs.10,00,00,000/- and appropriate court fee shall be affixed as per order of this Honourable Court.

PRAYER:

It is, therefore, respectfully prayed that suit of the plaintiff may kindly be decreed in favour of the plaintiff and against the defendants, directing the defendant to pay the damages amount of Rs.10,00,00,000/- regarding the losses/damages caused by the defendant to the plaintiff.

Costs of the suit may also be awarded.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Saeed Akhter Bhatti
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 23rd day of December, 2023 that the contents of the above said plaint from Paras No.1 to 27 are true and correct to the best of my knowledge and rest of the Paras 28 to 30 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

1. Kalsoom Qayyum
2. Humaira Fareed Ahmed Khan
through its Special Power of Attorney Faisal
Qayyum
3. Gul Rukh Imran
4. Fatima Qayyum daughters
5. Qaisar Qayyum son
6. Faisal Qayyum son
7. Perveen widow
of Abdul Qayyum, residents of House No.37-O,
Wahdat Colony, Lahore.

Plaintiffs

V E R S U S

1. Public-at-Large.
2. Lahore Development Authority, through its Director General, 467-D-II, LDA Complex Johar Town, Lahore.

Defendants

**SUIT FOR DECLARATION OF LEGAL HEIRS AND MANDATORY
INJUNCTION.**

Respectfully Sheweth:-

1. That the husband of plaintiff No.7 and father of plaintiffs No.1 to 6 namely Abdul Qayyum son of Abdul Aziz died on 14.12.2018 and he left behind the plaintiffs as his legal heirs. Parents of deceased had also been died. The deceased contracted only one marriage.

Copy of death certificate is attached herewith for kind perusal of this Hon'ble Court.

2. That the deceased Abdul Qayyum left behind the property/House No.536 Block-E1, M.A. Johar Town, Lahore, transfer Letter No.AD-II/LDA/7134, dated 25.07.2007.

Copy of ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Abdul Qayyum and they are entitled to inherit the said properties.

4. That the plaintiffs approached to defendant No.2 and informed about the death of Abdul Qayyum and requested them to incorporate the names of

plaintiffs as the legal heirs of (deceased) Abdul Qayyum, regarding the above said properties, but they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heir of Abdul Qayyum. Hence this suit.

5. That the cause of action arose firstly when Abdul Qayyum died and secondly when defendant No.2 refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with regard to the above said properties and the same is still continuing.

6. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit properties are also situated at Lahore, and defendant No.2 has its office Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.

7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendants declaring the plaintiffs as legal heirs of deceased Abdul Qayyum regarding above said properties, in the interest of justice equity and fair play.

It is also prayed that defendant No.2 may kindly be directed to incorporate the names of the plaintiffs as sole owner of the above said properties.

Any other relief which this Hon'able Court deems fit and proper may also be awarded.

Plaintiffs

Through

Ch. Shakeel Ahmad Khara
Advocate High Court

Naseer Ahmad Kalyar
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this ____ day March, 2024
that the contents of Paras No.1 to 4 are true to the
best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff No.1

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.
(Model Town Courts, Lahore)

Civil Suit No._____ /2024

Junaid Abid son of Abid Siraj, resident of 216/D, Elite Town, Ferozepur Road,
Kahna Nau, Lahore.

Plaintiff

V E R S U S

- | | |
|------------------------|----------|
| 1. Shehnaz Abid | widow |
| 2. Ayesha Abid | daughter |
| 3. Ammar Abid | son |
| 4. Faisal Abid | son |
- Of Abid Siraj, residents of House No.712, Block-E, Central Park, Housing Scheme, Ferozepur Road, Lahore.

Defendants

SUIT FOR DECLARATION WITH PERMANENT INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff and defendants are lawful owner in possession of a **Property land measuring 4-1/2-Marlas, situated at 216/D, Elite Town, Ferozepur Road, Kahna Nau, Lahore** (Hereinafter called the ***Suit Property***).
- 3- That the plaintiff is enjoying the peaceful and lawful possession of the suit property without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner.
- 4- That the defendants have ill-intention to disposes the plaintiff from the suit property, which they have no authority in any manner whatsoever.

- 5- That a day before yesterday the defendants accompanying with some gunda elements came at the suit property and tried to dispossess the plaintiff from the suit property illegally, unlawfully and forcibly but due to timely intervention of the respectable and plaintiff the defendants failed to do so and left the spot while extending threats that the defendants will come again with more force and will dispossess the plaintiff from the suit property.
- 6- That the plaintiff asked the defendants that the defendants have no right to do so and the defendants should restrain from illegal acts and designs but the defendants are not ready to listen the genuine request of the plaintiff and extended threats for dispossession from the suit property, hence this suit.
- 7- That if by way of permanent injunction the defendants is not restrained from doing illegal acts and designs, the plaintiff shall suffer irreparable loss and injury.
- 8- That the cause of action accrued in favour of the plaintiff against the defendants firstly when the defendants tried to interfere into the peaceful possession of the plaintiff and finally when the defendants flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 9- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.
- 10- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.15,000/-.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration with permanent injunction may kindly be passed in favour of the plaintiff and against the defendants; declaring the act of defendant as null and void and restraining the defendants from interfering into the peaceful possession of the plaintiff over the suit property illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

**Syed Ejaz Hussain Sherazi
Advocate High Court**

VERIFICATION:

Verified on Oath at Lahore, this day of February, 2024 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.
(Model Town Courts, Lahore)

In re:

Junaid Abid Vs. Shehnaz Abid etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH SECTION 151 C.P.C
FOR THE GRANT OF INTERIM INJUNCTION.

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

*Under the above circumstances it is, therefore, most respectfully
prayed that the respondents may kindly be restrained from interfering
into the peaceful possession of the plaintiff over the suit property illegally,
unlawfully and forcibly in any manner whatsoever till the final decision of
the suit.*

*Ad-interim injunctive order may kindly be passed in favour of the
petitioner.*

Petitioner

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.
(Model Town Courts, Lahore)

In re:

Junaid Abid Vs. Shehnaz Abid etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH SECTION 151 C.P.C
FOR THE GRANT OF INTERIM INJUNCTION.

AFFIDAVIT OF: Junaid Abid son of Abid Siraj, resident of 216/D, Elite Town, Ferozepur Road, Kahna Nau, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "Application" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of February, 2024 that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Jason son of

Plaintiff

VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Lahore.
2. **XEN**, Division _____, Lahore.
3. **Revenue Officer**, Division _____, Lahore.
4. **SDO**, Sub-Division, _____, Lahore.

Defendants

SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION.

Respectfully Sheweth;:-

1. That an electricity meter under **Reference No.** _____ **having Meter No.** _____ is installed and the plaintiff is using the said connection and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him. Copies of paid bills are attached herewith.
3. That the plaintiff also bonafidely paid the bill for the month of _____.
4. That astonishingly a day before yesterday the defendants No.2&3 came at the above said house and tried to disconnect the electricity supply

of the plaintiff, but timely intervention of the plaintiff and respectables of the locality they failed to do so and the left the spot and extended threats to the plaintiff that they will come again and disconnect his electricity connection.

5. That the plaintiff many a time approached to the defendants and requested them that nothing is due towards the plaintiff and they should refrain from their illegal acts and designs but they flatly refused, hence this suit.

6. That the cause of action firstly accrued in favour of the plaintiff and against the defendants firstly when the officials of defendants visited the property for disconnection and finally when the defendants flatly refused to listen the genuine and lawful

request made by the plaintiff and the same is still continuing.

7. That the parties of the suit are residing at Lahore, the cause of action accrued at Lahore, hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.

8. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.3000/- which is exempted from the levy of court fee.

PRAYER:

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the act of the defendants as illegal, unlawful and void and they have no

authority to disconnect the electricity supply of plaintiff as nothing is due towards the plaintiff.

It is also prayed that the defendants may kindly be restrained from disconnecting the electricity supply of the plaintiff illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Amjad Ali Bhatti
Advocate High Court
Awan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of February,
2024 that the contents of the above plaint from Paras

1 to 5 are true and correct to the best of my knowledge and rest of the Paras 6 to 8 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION
151 C.P.C.

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.

5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

*It is, therefore, most respectfully prayed
that the respondents may very kindly be
restrained from disconnecting the petitioner's
electricity connection till the final decision
of this suit.*

*Ad-interim injunctive order may kindly be
passed in favour of the petitioner till the
final disposal of this suit.*

Petitioner

Through

Counsel
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION
151 C.P.C.**

AFFIDAVIT OF:

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "Application" may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of February, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Javaid Anwar Bhatti son of Muhammad Sharif Bhatti resident of House No.112-D, Phase-I, DHA Lahore.

Plaintiff
V E R S U S

Muhammad Ameen son of Rehmat Khan, resident of Near Bilal Masjid, Badian road of Ladhur Tehsil Cantt. District Lahore.

Defendant

**SUIT FOR DECLARATION, CANCELLATION AND PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

- 1- That the plaintiff is owner in the possession of Khewat No.238, Khatouni No.331, land measuring 7k-3M, situated at Mouza Dilu killa, Tehsil Cantt. District Lahore.
- 2- That the defendant desired to purchase the above said land from the plaintiff and after this plaintiff also got the furd Malkiat from the concerned Patwari for selling the land to the defendant, in the mean while the defendant made the excuses for getting the arrangement of the consideration amount. The petitioner went abroad and when the petitioner came back and on 04.04.2024 at 2:00PM, one person came at the house of the plaintiff and informed the plaintiff that the defendant has prepared the fake Registry, the copy the also provided to the plaintiff, the said information shocked to the plaintiff because the plaintiff was living abroad when the defendant prepared the forged sale deed No.1016, Book No.1, Volume No.11161, dated 16.02.2024 sub-Register Nishtar Town.
- 3- That the plaintiff did not execute the Registered sale deed in favour of the defendant. Signature and Thumb impression on the Registry of the plaintiff are also fake and

forged. The plaintiff also did not receive any kind of the consideration amount regarding the property form the defendant.

- 4- That after coming knowledge the forged document, the plaintiff approached the defendant and requested him to cancel the forged document but the defendant flatly refused the request of the defendant hence this suit.
- 5- That the cause of action accrued in favour of the plaintiff against the defendant on 04.04.2024 when it came into the knowledge of the plaintiff that the defendant has prepared the forged document, secondly when the defendant made the forged Registry and finally when the defendant refused to cancel the sale deed, cause of action is still continuing.
- 6- That the both the parties are all living in the Lahore and subject matter is also exist in Tehsil Cantt. District Lahore therefore this Court has jurisdiction over the matter.
- 7- That the value of the suit property for jurisdiction and for purpose of the court fees is Rs.55,42,000/- as per DC rate registered sale deed, which will be paid as per order of this court.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration, cancellation and permanent injunction may kindly be passed in favour of the plaintiff and against the defendant; declaring there in that the plaintiff is owner in the possession of the suit property and the sale deed No.1016, Book No.1, Volume No.11161, dated 16.02.2024 Sub-Registrar Nishtar Town is fake, fraudulent, bogus, illegal, without consideration, without execution by the plaintiff restraining the defendants from interfering into the peaceful possession of the plaintiff over the suit property illegally, unlawfully and forcibly in any manner whatsoever and make kindly be declared null and void and be cancelled.

It is further prayer that through permanent injunction defendant may kindly be restrained from selling, transferring, alienating the suit property to any other person in the entrust of justice

Plaintiff

Through:-

Khalid Mehmood
Advocate High Court
Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this 06th day of April, 2024 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Javaid Anwar Bhatti **Vs.** Muhammad Ameen

(SUIT FOR PERMANENT INJUNCTION _____)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained

till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

Advocate High Court
Aiwan-e-Adal, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Javaid Anwar Bhatti **Vs.** Muhammad Ameen

(SUIT FOR PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF:

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of March, 2024
that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

***Jamshaid Ali son of Irshad Ali resident of House No.654-A-1,
Mohallah Town Ship Lahore.***

**Plaintiff
VERSUS**

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Defense East, Lahore.
3. **Revenue Officer LESCO**, Division _____, Lahore.
4. **SDO LESCO**, Sub-Division, _____, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No.** 12115639367102U, **Meter No.3-483127** is under the use and occupation of the plaintiff, the plaintiff is using the said connection and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff. *The electricity connection is installed in the name of*
while presently the connection is in the usage of
plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him, except the false and bogus amount which is imposed by defendants.
3. That the defendants illegally and unlawfully without considering the routine unit send a bill for the month _____ without considering the actual consumption of the plaintiff.
4. That the plaintiff contacted to the defendants and requested them to correct the bill of the plaintiff and send original bill but the defendants refused to listen the genuine request of the plaintiff and threatened the plaintiff that if the plaintiff

failed to pay the impugned bill of _____ they will disconnect the electricity connection of the plaintiff at any cost.

5. That a day before yesterday defendants No.2&3 came at the above said property and tried to disconnect the electricity supply of the plaintiff, but timely intervention of the plaintiff and respectables of the locality they failed to do so and they left the spot and extended threats to the plaintiff that they will come again and disconnect his electricity connection.
6. That the plaintiff numerously approached to the defendants and requested them to send bill as per routine units, but they are adamant to send excessive bill to the plaintiff illegally, unlawfully and without considering the actual consumption of the plaintiff, hence this suit.
7. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of _____ and finally when the defendants refused to listen the genuine request of the plaintiff and tried to disconnect the electricity supply of the plaintiff and the same cause of action still continuing.

8. That the parties of the suit are residing at Lahore, the cause of action accrued at Lahore, hence this Hon'ble Court has got jurisdiction to adjudicate upon the matter.
9. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.750/- which is exempted from payment of court fee.

PRAYER:-

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bill of _____ as illegal, unlawful, void, ab-initio and without considering the routine bill.

It is further prayed that the defendants may kindly be directed to correct the said impugned bill and to receive actual bill as per actual consumption.

It is also prayed that the defendants may kindly be restrained from disconnecting the electricity supply of the plaintiff illegally, unlawfully and forcibly.

*Any other relief which this Hon'able Court deems fit
may also be awarded.*

Plaintiff

Through

Counsel
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2024 that
the contents of the above plaint from Paras No.1 to 6 are true and
correct to the best of my knowledge and rest of the Paras No.7 to 9
are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jamshaid Ali Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C.

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

***It is, therefore, most respectfully prayed that
the respondents may very kindly be restrained from
disconnecting the petitioner's electricity connection
till the final decision of this suit.***

***Ad-interim injunctive order may kindly be
passed in favour of the petitioner till the final
disposal of this suit.***

Petitioner

Through

***Counsel
Advocate High Court***

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jamshaid Ali Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C.

AFFIDAVIT OF: *Jamshaid Ali* _____

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of December, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

BEFORE THE JUDGE BANKING COURT, LAHORE.

In exercise of Jurisdiction conferred under Financial Institutions (Recovery of finance Ordinance, 2001)

Suit No. 328 /2023

**JAMSHAID AKBAR S/O AKBAR ALI R/O MOHALLAH FAIZ GHOSIA MUREDKY DISTRICT
SHEKUPURA.**

PLAINTIFF

V E R S U S

1. **BANK ALFALAH LTD, IT'S BRANCH OFFICE AT THE MALL ROAD LAHORE THROUGH ITS BRANCH MANAGER.**
2. **MUHAMMAD ASIF S/O GHULAM MUHAMMAD R/O HOUSE NO E-273/2 STREET NO 1 RIFLE RANGE ROAD WALTON ROAD LAHORE, CANTT LAHORE.**

DEFENDANT

**SUIT UNDER SECTION 9 OF THE FINANCIAL INSTITUTIONS (RECOVERY OF FINANCES)
ORDINANCE, 2001:**

REASSPECTFULLY SHEWETH:

1. That the plaintiff is a customer in terms of section 3 of the Financial Institutions (Recovery of Finances) Ordinance XLVI of 2001 and is duly competent to invoke the jurisdiction of this Honorable Court in case of default on part of the defendant bank in fulfillment of its obligation in respect of finance.

2. That the defendant is a financial Institution within the meaning and scope of the Financial Institutions (Recovery of finances) Ordinance

2001, having one of its branch at the address mentioned above which is sufficient for the purpose of service.

3. That the brief facts giving rise to institution of the present suit are that the Defendant no 2 applied to the defendant no 1 bank for availing of the auto lease finance facility which was accordingly allowed and leased out the following vehicle to the defendant no 2.

Vehicle Make/type

Model

2018

SUZUKI WAGON R

Registration No.

(hereinafter referred to as suit vehicle).

4. That the plaintiff buy suit vehicle from defendant no 2, and write a legal agreement between them. As per agreement plaintiff pay all the remaining installments to the defendant no 1, after complete payment defendant no 1 issue noc to the defendant no 2, and defendant no 2 handover noc to the plaintiff.

5. That the plaintiff has paid all the installments to the defendant bank as per repayment schedule. Meanwhile Defendant Bank Reposed the suit Vehicle on 25-08-2023 due to nonpayment but plaintiff has paid all the Remaining amount to the Defendant No 1..

That the defendant bank may kindly be directed to issue Clearance Letter/NOC and released the original excise file pertaining to the Ship of suit vehicle. Plaintiff

That This Honorable Court Is Also Pleased To Issue Direction To The Defendant Bank To Not Release The Documents Of The Vehicle To The Defendant No 2.

That the cause of action arose in favor of the plaintiff and against the defendant and defendant No 2 firstly when the plaintiff has Buy the said vehicle from the defendant No 2 and executed the requisite documents and secondly it arose when the defendant charged illegal penalties

against the said auto lease finance facility, thirdly when the defendant bank retained the original excise file of the suit vehicle and refused to issue the NOC to the plaintiff upon liquidation of the entire liability and it finally arose when the defendant bank refused to provide the excise file of the suit vehicle as well as NOC in respect of suit vehicle which is still continuing

9. That both the parties have their residence or place of business within the jurisdiction of this court, the cause of action also arose within the jurisdiction of this court, hence this court has the jurisdiction to adjudicate upon the matter.

10. That the suit is valued for the purpose of court fee and jurisdiction at a sum of Rs.24000/- and appropriate court fee has been affixed thereon.

It is therefore most respectfully prayed that:-

a) a decree of declaration may kindly be passed in favor of plaintiff and against the defendant declaring therein the act of defendant bank.

b) A decree for rendition of accounts may kindly be passed in favor of the plaintiff and against the defendant bank determining therein the actual liability of the plaintiff in respect of suit vehicle and consequent thereto, the defendant bank may also be directed to issue Clearance Certificate/NOC against the said account of suit vehicle upon payment of actual amount found due against the plaintiff.

C) a decree for declaration may kindly be in favour of the plaintiff and against the defendant declaring therein the effect of termination of agreement and consequent thereto, determine the liability in the light of termination of agreement.

a decree of mandatory injunction may kindly be passed in favor of the plaintiff and against the defendant mandating/directing the defendant to handover the original excise file and NOC in the respect of the suit vehicle to plaintiff and the respondent may kindly be restrained from repossessing/snatching the suit vehicle bearing Registration No.

LEA-18-3148

d) The defendant bank may also be directed to render true and certified statement of account duly prepared in accordance with law pertaining to the account of suit vehicle in this court.

6) costs and all other expenditures incidental thereto of the suit may also be granted to the plaintiff

1) Any other relief deemed appropriate by this Honorable Court may also be granted to the plaintiffs.

IN THE COURT OF DISTRICT JUDGE LAHORE.

Civil Revision No. _____ /2024

Jahanzaib son of Muhammad Javaid Akhter, resident of Oposite of General Hospital, Lahore.

Petitioner

VERSUS

- 1. Ali Murtaza** son of Ghulam Rasool,
- 2. Muhammad Ashraf** son of Muhammad Akram,
residents of Satellite Town, Dolu Khrd, Ferozepur Road, Lahore.
- 3. Liaquat Ali Chaudhary** son of Muhammad Hanif
- 4. Maqbool Ahmed** son of Muhammad Din
residents of Ratneywala, Post Office Hussain, Khanwala, Tehsil & District Kasur.
- 5. Mian Shabbir Ahmed** son of Bashir Ahmed, resident of Post Office Ismail Nagar, Dolu Khurd, Tehsil Model Town, District Lahore.

Respondents

REVISION PETITION AGAINST THE ORDER DATED 19.12.2023
& 21.12.2023 PASSED BY MS. NAZIA NAZIR, LEARNED CIVIL JUDGE, 1ST CLASS, LAHORE.

Respectfully Sheweth:-

1. That brief facts giving rise to the present revision petition are that respondents No.1&2 filed a suit for specific performance of agreement to sell dated 10.04.2017 consequential relief and of permanent injunction against petitioner and rest of respondents.
2. That the petitioner submitted an application for impleading petitioner as plaintiff (transportation) it was stated that the applicant alongwith respondents No.1&2 has purchased the suit property vide agreement to sell dated 10.04.2017 and has paid considerable amount, it is in the interest of justice that petitioner may very kindly be impleaded as party in the case, if the petitioner is not impleaded as party in the case, the petitioner is bound to suffer an irreparable loss and injury.
3. That trial court vide orders dated 19.12.2023 dismissed the application filed by the petitioner and closed valuable right of petitioner to file written statement.
4. That the orders dated 19.12.2023 & 21.12.2023 are harsh in nature and the same are liable to be set aside inter-alia on the following:-

GROUNDS

- a. That the learned court below has passed the orders against the facts and against the law, liable to be set-aside.
- b. That the order has been passed in hasty and slipshod matter.
- c. That the valuable rights of the petitioners are involved in the present case.
- d. That the learned court below failed to proceed the case fairly and properly and ignored the verdicts

- of the superior courts, hence the orders is liable to be set aside.
- e. That the findings of the learned trial court suffer from legal defects.
 - f. That the orders is not reasoning and based on surmises and conjectures.
 - g. That the learned trial court has passed the orders in hasty manner, hence the orders is liable to be set-aside.
 - h. That orders is against the statutory provision hence liable to be set-aside.
 - i. That if the orders is not set-aside the petitioner would suffer irreparable loss, injury and ultimately would be resulted in serious miscarriage of justice.

PRAYER:

It is, therefore, respectfully prayed that the present revision may kindly be accepted and the orders dated 19.12.2023 & 21.12.2023 may kindly be set-aside, and application filed by the petitioner may very kindly be accepted for impleading as plaintiff and right of petitioner to file written statement may very kindly be restored.

Any other relief which this Hon'able Court deems fit may also be awarded.

*Petitioner
Through*

Advocate High Court

CERTIFICATE:

As per instructions of my client, it is **First Revision** in this learned court on the subject matter.

Advocate

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Jahanzaib **Vs.** Ali Murtaza etc.

(REVISION PETITION)

AFFIDAVIT OF: **Jahanzaib** son of Muhammad Javaid Akhter,
resident of Oposite of General Hospital,
Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Revision Petition**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

*Verified on Oath at Lahore this day of January,
2024 that the contents of the above affidavit are true
and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

Deponent

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Jahanzaib **Vs.** Ali Murtaza etc.

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

Respectfully Sheweth:

1. That the petitioner has filed the above titled revision in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the revision may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the proceeding of the trial court in the case may kindly be stayed till the final decision of the present Revision.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner
Through

Advocate High Court

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Jahanzaib **Vs.** Ali Murtaza etc.

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

AFFIDAVIT OF: **Jahanzaib** son of Muhammad Javaid Akhter, resident of Oposite of General Hospital, Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of January, 2024 that the contents of the above affidavit are true

*and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

Deponent

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Jahanzaib **Vs.** Ali Murtaza etc.

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<i>Sr. No.</i>	<i>Description of documents</i>	<i>Page No</i>
1.	<i>Revision Petition with affidavit</i>	
2.	<i>Copy of order and relevant documents</i>	
3.	<i>Stay application with affidavit</i>	
4.	<i>Power of attorney</i>	

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Muhammad Ismail son of Hakim Ali, resident of House No.115, Chinab Block, Iqbal Town, Lahore.

Plaintiff

V E R S U S

1. Zia Hussain

2. Faiz-ul-Hassan

son of Ghulam Hussain

3. Shakoor Ahmad son of Babu Abdul Karim

All residents of khar Pair Sharif, Chak No.10, Pindi, Tehsil Chunia, District Kasur.

Defendants

**SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF AND
FOR PERMANENT INJUNCTION.**

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that plaintiff purchased and owner in

possession **Property land measuring 2-Kanals,**
18-Marlas, Khewat No.174, Khatouni No.511 to 515,
Salam Khata Qitat-11, measuring 66K, transferred
share 15776/359040, Gardavari No.21, situated at
Mouza Nain Sukh, Tehsil & District Lahore vide Sale
Deed bearing Document No.11234, Book No.1, Volume
No.3289, Dated 25.11.2017, Mutation No.11652, Dated
29.12.2017, the plaintiff purchased the suit property from Mukhtar Hussain son of Muhammad Saddique, resident of Chak No.440-G.B Babu Sabu, Post office Khas, Tehsil Summandri District Faisalabad. (Hereinafter called the **Suit Property**). Copy of sale deed is attached for the kind perusal of this Honourable Court.

- 3- That the concerned Halqa Patwari visited the suit property and demarcated the suit property, the plaintiff constructed boundary wall upto 4-Ft. and a room over suit property, but during this Muhammad Riaz and his brothers etc. started to interfere into construction of plaintiff, on which plaintiff filed suit for permanent injunction titled as "Muhammad Ismail **Vs.** Muhammad Riaz etc.", which was entrusted to

the court of Mr. Bilal Faiz Rasool, learned Civil Judge, Lahore on 31.01.2018 and obtained stay regarding interference into the peaceful construction in this regard. Now the case is fixed for 30.01.2024 and case is pending in the court of Mr. Wajeeha Khawaj Chaudhary, learned Civil Judge, Lahore, and case is fixed for evidence, and stay has been confirmed on _____.

- 4- That a case titled as “Ghulam Rasool Vs. Mukhtar Hussain etc.” is also pending in the court of Ms. Wajiha Khawaja, learned Civil Judge, Lahore, and is fixed for 30.01.2024.
Copy attached.
- 5- That the plaintiff is enjoying the peaceful and lawful possession of the suit property without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner.
- 6- That the defendants have no concern, title or interest regarding the above said suit property and the plaintiff is legal and lawful owner in possession of suit property. In the sale deed of plaintiff Khasra number of plaintiff's property mentioned as “21”.

- 7- That the defendants are trying to dispose of selling, alienating the agricultural land of the plaintiff to other person by way of pretending his property, in this way the defendants had disposed of 1-Kanal, 18-Marlas to Imran Yousaf & Ghulam Yasin son of Nazir Ahmad, the land of the defendants is situated at other side/area/vicinity. Khewat No.175, measuring 13-Marlas has no concern with the plaintiff. The sale deed was registered in favour of plaintiff on 25.11.2017.
- 8- That a day before yesterday the defendants accompanying with some gunda elements came at the suit property and tried to dispose of suit property of the plaintiff illegally, unlawfully and forcibly but due to timely intervention of the respectable and plaintiff the defendants failed to do so and left the spot while extending threats that the defendants will come again with more force and will dispossess the plaintiff from the suit property.
- 9- That the plaintiff asked the defendants that the defendants have no title or interest with the suit property and the defendants should restrain from illegal acts and designs but the defendants are not ready to listen the genuine request of the plaintiff and extended threats for dispossession from the suit property, hence this suit.

- 10- That if by way of permanent injunction the defendants are not restrained from doing illegal acts and designs, the plaintiff shall suffer irreparable loss and injury.
- 11- That the cause of action accrued in favour of the plaintiff against the defendants firstly when the defendants tried to interfere into the peaceful possession of the plaintiff and finally when the defendants flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 12- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.
- 13- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration with permanent injunction may kindly be passed in favour of the plaintiff and against the defendants; declaring the act of defendants as null and void and restraining the defendants from selling, alienating, dispose of, interfering into the peaceful possession of the plaintiff over the suit property and also restrained from creating hurdles in the construction of the plaintiffs over suit property over

Khasra No.21 illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Syed Kashif Abbas Zaidi
Advocate High Court
315-F1, Jeff Heights,
Main Boulevard, Gulberg, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of January, 2024 that the contents of the above plaint from Paras 1 to 12 are true and correct to the best of my knowledge and rest of the Paras 13 to 15 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Ismail **Vs.** Zia Hussain etc.

(SUIT FOR DECLARATION ETC)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.

5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained from interfering into the peaceful possession of the plaintiff over the suit property and also restrained from creating hurdles in the construction of the plaintiffs over suit property over Khasra No.21 illegally, unlawfully and forcibly in any manner whatsoever till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through:-

Syed Kashif Abbas Zaidi
Advocate High Court
315-F1, Jeff Heights,
Main Boulevard, Gulberg, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Ismail **Vs.** Zia Hussain etc.

(SUIT FOR DECLARATION ETC)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF: **Muhammad Ismail** son of Hakim Ali, resident of House No.115, Chinab Block, Iqbal Town, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of January, 2024
that the contents of the above Affidavit are true and
correct to the best of my knowledge and belief and
nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Sardar Ishtiaq Hussain son of Sardar Nazir Hussain, resident of Iqbal Colony, Street No.8, Near Gulshan-e-Iqbal Colony, Tehsil & District Abbottabad, presently resident of Riyadh, Kingdom of Saudi Arabia, through Abdul Waheed Khan Advocate son of Gull Zaman, resident of House No.128, Block-C1, High Court Society, Phase-I, Johar Town, Lahore. (Special Power of Attorney)

PLAINTIFF

Versus

1. **3-D Dimensional Lifestyle Head Office** through Managing Director office 200-Y Block Commercial Area, DHA, Phase-III, Lahore.
2. **M/s. Aesthetic Solutions** office 200-Y Block Commercial Area, DHA, Phase-III, Lahore.
3. **Waqar Ahmed** son of Mukhtar Ahmed, resident of House No.35, Street No.1, Amartasri, Mughalpura, Lahore. Chief Financial Officer CD Lifestyle.

4. **Syed Tassaduq Hussain Gillani** son of Syed Farooq Hussain Gillani, resident of House No.221, Defence Villas, Street No.15, Sector-F, DHA, Phase-I, Islamabad.
5. **Aftab Ahmed** son of not known, resident of Lahore.
6. **Mirza Altaf Hussain**, Chawinda, Candidate for MPA, PP39, Sialkot & also resident of Lahore. (N-League)

DEFENDANTS

SUIT FOR RECOVERY OF RS.1,20,00,000/-.

Respectfully Sheweth:

1. That the addresses of the parties are correctly given in the head note of this suit for the purpose of services.
2. That the plaintiff is respectable and law abiding citizen of Pakistan and is residing at the above capitulated address. The present suit is being filed through lawful special power of attorney.

3. That the brief facts agitating the present suit are that the plaintiff is shareholder in 3D Lifestyle Company and the plaintiff has invested an amount of 235,235 Saudi Rayyal in the said company. The plaintiff further made investment of 197,347 Saudi Rayyal in the said company through defendant No.3, it was settled that branch would be opened at Abbottabad as well as Peshawar, and the machinery and other expenses would be endured equally.
4. That as per agreement defendant No.1 has to provide machinery for the branch located at Abbottabad. Defendant No.1 provided old machinery and due to such bad condition, hefty amount was endured every month for its repair.
5. That as per agreement, defendant No.1 has to made 50% investment in the business, defendant No.1 every month received 50% provide, the profit was paid upto 2-Years, in these two years defendant No.1 without any investment received profit of Rs.1,20,00,000/- about.
6. That all the invoices are available about the amount which was deposited in account of defendant No.1, even written agreement is available.

7. That defendants with connivance of each other extended threats to plaintiff and Peshawar center was suspended/closed and plaintiff faced huge loss due to its closing.
8. That on 21.09.2023, defendants deposited an amount of Rs.30,00,000/- in Account # 15010108034835 Meezan Bank Near Jabpul Abbottabad through online, later on got reverted the same with connivance of bank officials.
9. That the plaintiff has a company Washam Pharma, who is providing medicine to defendant No.1, while huge amount is outstanding on part of defendant No.1.
10. That defendant No.6 is political person is candidate for MPA PP-39 Sialkot on the seal PML(N), who is using is powers and influence and is pressurizing plaintiff by different means.
11. That the plaintiff personally and through representative asked defendants to make payment of the plaintiff and apprised them to pay

the amount, but the defendants straight away flatly refused and extended threats of dire consequences, hence this suit.

12. That the cause of action accrued in favour of the plaintiff and against the defendant firstly when the amount was invested by the plaintiff, secondly on each and every occasion when the defendant lingered the matter and finally when the defendant flatly refused

return the amount to the plaintiff,
which is still continuing.

13. That the parties to the suit are residing at Lahore, and the cause of action accrued at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate the matter.

14. That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs. _____/- and appropriate

court fee will be affixed as per
orders of this Honourable Court.

PRAYER:

*Under the circumstances, it is,
therefore, most respectfully
prayed that a decree for the
recovery of Rs. _____/- may
be awarded in favour of the
plaintiff and against the
defendants and the defendant be
directed to pay the above said
amount to the plaintiff in the
interest of justice, equity and
fair play.*

Any other relief which this Honourable Court deems fit may also be awarded.

Plaintiff
Through SPA
In person
Abdul Waheed Khan
Advocate High Court

VERIFICATION:

*Verified on Oath at Lahore on day of December,
2023 that the contents of Paras No.1 to 5 are correct to my knowledge and the remaining Paras No.6 to 8 thereof are correct to information and belief.*

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Mian Irshad Ahmed son of Mian Bagh Ali, resident of 91-Valencia Town, Lahore.

Plaintiff

V E R S U S

Tariq Mehmood son of Nazir Ahmed, resident of Watna, Post Office Raiwind, District Lahore.

Defendant

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is lawful owner in possession of a **Property land measuring 61-Kanals, 8-Marlas, 165-Sq.ft., bearing Khewat No.37, Khatouni No.147, Khasra Nos.1966, 1963, 1961, 1948, 1949, 1976, 1977, 1980, 1981, 1978, 1977, 1998, 1991,**

1975, situated at Hadbust Mouza Watna, Tehsil Raiwind, District Lahore. (Hereinafter called the **Suit Property**). Copy of agreement to sell dated 17.01.2017 is attached for the kind perusal of this Honourable Court.

- 3- That the plaintiff is enjoying the peaceful and lawful physically possession of the suit property without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner 17.01.2017. It is pertinent to mention here that Khasra Gardawri pertaining to Khasra No.1981 is in the name of Sadiq Ali etc., they sold the above said property/land to the plaintiff and seller/Sadiq Ali etc. also handed over the physical possession of above said property/land to the plaintiff.
- 4- That the defendant has no concern Khasra No.1981, title or interest regarding the above said suit property/land and the plaintiff is legal and lawful owner in possession of suit property/land. Defendant was purchased the property from Muhammad Zubair son of Abdul Ghafoor, Caste Jutt, resident of House No.202/A-4, Mohallah PGECHS, College Road, Lahore, who was not in possession of the Khasra No.1981 as per Khasra Gardawari.
- 5- That a day before yesterday the defendant accompanying with some gunda elements came at the suit property and tried to dispossess the plaintiff from the suit property / land illegally, unlawfully and forcibly but due to timely

intervention of the respectable and plaintiff the defendant failed to do so and left the spot while extending threats that the defendant will come again with more force and will dispossess the plaintiff from the suit property/land.

- 6- That the plaintiff asked the defendant that the defendant has no title or interest with the suit property/land and the defendant should restrain from illegal acts and designs but the defendant is not ready to listen the genuine request of the plaintiff and extended threats for dispossession from the suit property/land, hence this suit.
- 7- That if by way of permanent injunction the defendant is not restrained from doing illegal acts and designs, the plaintiff shall suffer irreparable loss and injury.
- 8- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant tried to interfere into the peaceful possession and dispossess the plaintiff from the suit property/land and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 9- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.

- 10- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for permanent injunction may kindly be passed in favour of the plaintiff and against the defendant; restraining the defendant from interfering into the peaceful possession of the plaintiff over the suit property illegally, unlawfully and forcibly in any manner whatsoever.

It is further prayed that the defendant may kindly be restrained from dispossess the plaintiff from the suit property/land.

Any other relief which this Hon'able Court deems fit and proper may also be granted.

Ad-interim injunctive order may kindly be passed in favour of the plaintiff.

Plaintiff

Through:-

Mian Muhammad Arshed Iqbal
Advocate High Court
Chamber No.152,
District Courts, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of April, 2024 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mian Irshad Ahmed **Vs.** Tariq Mehmood

(SUIT FOR PERMANENT INJUNCTION)

APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained from interfering into the peaceful possession of the plaintiff and also restrained from dispossess the plaintiff from the suit property/land illegally, unlawfully and forcibly in any manner whatsoever till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through:-

Mian Muhammad Arshed Iqbal
Advocate High Court
Chamber No. 152,
District Courts, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mian Irshad Ahmed **Vs.** Tariq Mehmood

(SUIT FOR PERMANENT INJUNCTION)

APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.

AFFIDAVIT OF: **Mian Irshad Ahmed** son of Mian Bagh Ali, resident of 91-Valencia Town, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of April, 2024 that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

BEFORE THE HONOURABLE DISTRICT JUDGE, LAHORE

Civil Appeal No. _____ /2024

*Irfan Khalid Khan son of Muhammad Hussain Khan,
resident House No.3, Ejaz Street, Irfan Colony, Sanda
Kalan, Mouza Nawankot, Lahore.*

APPELLANT

Versus

- 1. Lahore Development Authority through its Director General, LDA Plaza, Egerton Road, Lahore.*
- 2. Mst. Shoaiba Perveen daughter of Syed Jamal-ud-Din (deceased) by her legal heirs:-*
 - 2a. Mr. Azhar Ali son of Sheikh Lal Din, resident of House No.4, Bhattia Street No.66, Sham Nagar, Chauburji, Lahore.*
 - 2b. Mr. Ijaz Ali son of Sheikh Lal Din, resident of House No.4, Bhattia Street No.66, Sham Nagar, Chauburji, Lahore.*
 - 2c. Mr. Iftikhar Ali son of Sheikh Lal Din, resident of House No.4, Bhattia Street No.66, Sham Nagar, Chauburji, Lahore.*
 - 2d. Miss Farah Aneela daughter of Sheikh Lal Din, resident of House No.4, Bhattia Street No.66, Sham Nagar, Chauburji, Lahore.*
 - 2e. Miss Farah Munzala daughter of Sheikh Lal Din, resident of House No.4, Bhattia Street No.66, Sham Nagar, Chauburji, Lahore.*
- 3. The District Nazim, City District Government, Lahore.*
- 4. Town Planning Officer, City District Government, Lahore.*

RESPONDENTS

**APPEAL: AGAINST THE ORDER AND DECREE DATED 19.12.2023,
PASSED BY MR. ASIF RIAZ, LEARNED CIVIL JUDGE,
1ST CLASS, LAHORE.**

Respectfully Sheweth:

1. That the appellant/plaintiff filed a suit for declaration with permanent injunction against the respondents/defendants seeking interim relief.

2. That the respondents appeared in the case and contested the case through written statement.
3. That the trial court vide impugned order and decree dated 19.12.2023 dismissed the suit under Order 17, Rule 03 of CPC for want of evidence.
4. That the verdict of the learned trial court is against the law and facts, hence the same is liable to be set aside, inter-alia on the following:

GROUNDS

- a. That the order has been passed in hasty and slipshod manner.
- b. That the appellant has not been given ample opportunity for producing evidence.
- c. That the valuable rights of appellant are involved in the present case.
- d. That the order and decree is result of surmises and conjectures.
- e. That it is settled law that cases should be decided on merits instead of technicalities.
- f. That the impugned order is harsh in nature.
- g. That the impugned order has been passed by ignoring the facts of the case.
- h. That the verdict of the learned trial court is against law and facts which has no legal value in the eyes of law.

- i. That the learned trial court has illegally and unlawfully passed an order and decree against the appellant.
- j. That the learned trial court while dismissing the suit totally failed to apply judicial mind and thus committed gross illegality.
- k. That if impugned order and decree is not set aside and the case is not decided on merit.

PRAYER:

Under the above circumstances, it is respectfully prayed that by accepting the titled appeal, the impugned order and decree dated 19.12.2023 may very kindly be set aside and appellant may very kindly be afforded an opportunity to produce evidence in the interest of justice, equity and fair play.

Any other relief which this Honourable Court deems fit may also be awarded.

APPELLANT

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

In re:

Irfan Khalid Khan Vs. Lahore Development Authority etc.

(CIVIL APPEAL)

AFFIDAVIT OF: *Irfan Khalid Khan son of Muhammad Hussain Khan, resident House No.3, Ejaz Street, Irfan Colony, Sanda Kalan, Mouza Nawankot, Lahore.*

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying "Appeal" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this day of January, 2024
that the contents of the above affidavit are true and
correct to the best of my knowledge and belief and
nothing has been concealed therein.

DEPONENT

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

In re:

Irfan Khalid Khan Vs. Lahore Development Authority etc.

(CIVIL APPEAL)

APPLICATION UNDER SECTION 151 C.P.C FOR GRANT OF
INTERIM INJUNCTION.

Respectfully Sheweth:

1. That the petitioner has filed the above titled appeal in this Honourable Court in which no date of hearing has yet been fixed.

2. That the contents of the appeal may kindly be read as an integral part of this application.

3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if interim relief is not granted, the petitioner shall suffer irreparable loss and injury.

Under the above circumstances it is, therefore, most respectfully prayed that till the decision of the appeal the respondent may very kindly be restrained from _____

Ad-interim injunctive may also be granted to the appellant as prayed in the main case / appeal.

Petitioner

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

In re:

Irfan Khalid Khan Vs. Lahore Development Authority etc.

(CIVIL APPEAL)

APPLICATION UNDER SECTION 151 C.P.C FOR GRANT OF
INTERIM INJUNCTION.

AFFIDAVIT OF: Irfan Khalid Khan son of Muhammad Hussain Khan, resident House No.3, Ejaz Street, Irfan Colony, Sanda Kalan, Mouza Nawankot, Lahore.

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this ____ day of January, 2024
that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

In re:-

Irfan Khalid Khan Vs. Lahore Development Authority etc.

(CIVIL APPEAL)

**APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE TITLED APPEAL.**

Respectfully Sheweth;-

1. That the applicant has filed the titled appeal in this Honourable Court, which is yet to be fixed for hearing.
2. That the contents of the appeal may kindly be read as integral part of this application.
3. That the applicant has filed the titled application with some delay due to some unavoidable circumstances as elucidated in the accompanying appeal and if delay (if any) in filing the titled application is not condoned, the applicant shall suffer an irreparable loss and injury, therefore, the applicant may very kindly be condoned the delay (if any) in filing the titled application in the interest of justice.

**Under the above circumstances, it is, most respectfully
prayed that by accepting this application delay (if any) in
filing the appeal may very kindly be condoned in the
interest of justice.**

**Any other relief which this Honourable Court deems fit
may also be awarded.**

Appellant / Applicant

Through

*_____
Advocate High Court*

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

In re:

Irfan Khalid Khan Vs. Lahore Development Authority etc.

(CIVIL APPEAL)

APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE TITLED APPEAL.

AFFIDAVIT OF: Irfan Khalid Khan son of Muhammad Hussain Khan, resident House No.3, Ejaz Street, Irfan Colony, Sanda Kalan, Mouza Nawankot, Lahore.

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this ____ day of January, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2024

In re:

Irfan Khalid Khan Vs. Lahore Development Authority etc.

I N D E X

S. #	DESCRIPTION OF DOCUMENT	PAGES
1.	Appeal with affidavit	
2.	Copy of impugned order and decree and other relevant documents	
3.	Stay application with affidavit	
4.	Power of attorney	

Appellant

Through

Advocate High Court

1. *Property No.SWXII/40S/5/RH Shops. The ejectment petitioners orally rented out the said premises to the respondent on 15.11.1994 for a period of 11-months and the same was extendable with the mutual consent of the parties, against the monthly rent of Rs.2000/- and the same has become Rs.20,000/- per month after gradually enhancement. The ejectment petitioners also received Rs.2,00,000/- in shape of advance money; the respondent stopped to pay the monthly rent to the ejectment petitioner since December 2018; the respondent subleted the some portion and front shop to the another person; the respondent is will defaulter in payment of monthly rent; that the ejectment petitioner time and again approached and requested the tenant/respondent for payment of monthly rent since 2018 as well as vacation of the demised rented premises but respondent refused.*
2. *That the respondent filed petition for leave to contest in which respondent denied the alleged relationship of landlord and tenant inter-se parties.*
3. *That the petitioner for leave to contest was allowed by the then Special Judge Rent, Lahore vide order dated 16.01.2021 and framed the following issues which is as under:-*

ISSUES:

- 1). *Whether relationship of landlord and tenant exists between the parties, if so, whether the respondent is liable to be evicted on the grounds alleged in ejectment petition? OPA*
- 2). *If the issue No.1 is proved in affirmative, whether the respondents have committed default in payment of rent and since when and at what rate? OPA*
- 3). *Relief?*

EVIDENCE

Oral evidence of the ejectment petitioner;-

Muhammad Mohsin Qureshi son of Naseer Ahmad Qureshi petitioner No.1, appeared before the court as AW-1 and got recorded his statement through affidavit as Exh.A-1 and ejectment petitioners also produced Muhammad Iqbal son of Muhammad Anwar and Asim Naveed son of Muhammad Aslam appeared as AW-2 & AW-3 who got recorded their statements through affidavits as Exh.A-2 & Exh.A-3 respectively.

Documentary evidence of the ejectment petitioner:

The ejectment petitioners have produced following documents in their documentary evidence:

1. PT-I forms as **Exh.A-4 1/2**
2. Attested copy of record of rights for the year 2017-18 as **Exh.A-5**

Oral evidence of respondent:

*The respondent Muhammad Rizwan Hashmi son of Muhammad Afzal Hashmi, himself appeared before the court as **RW-1** and got recorded his statement through affidavit as **Exh.R-1** and respondent also produced Sajjad Ali Butt son of Munawar Ali Butt and Sheikh Muhammad Babar Khurshid son of Sheikh Khurshid Ahmad Saeed appeared as **RW-2 & RW-3** who got recorded their statement through affidavits as **Exh.R-5 & Exh.R-6** respectively.*

Documentary evidence of the respondent:

1. Fard Malkiyat of Shams-un-Nisa **Exh.R-2**
2. Death certificate of Shams-un-Nisa **Exh.R-3**
3. Marriage Registration Certificate **Exh.R-4**
4. Photo Copy of Mutation **Mark-A**

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE .

Civil suit No. _____ /2023

Irfan Ali Rasheed son of Rahsheed Ahmad, resident of
Hadyara, Post Office Barki, Cantt., Lahore.

Plaintiff
V E R S U S

1. NADRA Regional Headquarters, through its Director General, office: 73-Trade Center, Opposite Expo Center, Johar Town, Lahore.
2. Public-at-large.

Defendants

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That the addresses of the parties are true and correct for the process of services summons and notices.
2. That concise facts and circumstances leading to the institution of present suit are that the real name of the plaintiff is "Irfan Ali Rasheed". Copies of B-Form No.35201-3146240-7, Matric Degree, FRC are attached herewith.
3. That the plaintiff applied for his National Identity Card before defendant No.1, who by mistakenly mentioned the name as "Ehram Rasheed" instead of "Irfan Ali Rasheed" in National Identity Card of the plaintiff bearing No.35201-9866762-9.
4. That the plaintiff approached defendant No.1 for the correction of his name as "Irfan Ali Rasheed" as per B-Form and FRC but defendant No.1 refused to listen the genuine request of the plaintiff and

demanded a declaratory decree from the competent court of jurisdiction for this purpose, hence this suit.

5. That cause of action accrued in favour of the plaintiff and against defendant No.1 firstly when defendant No.1 mentioned the wrong entries in their record and finally when defendant No.1 refused to correct the same and demanded declaratory decree from the competent court of law and the same cause of action is still continuing.
6. That the plaintiff is residing at Lahore, the cause of action accrued at Lahore, therefore, this honorable court has got the jurisdiction to try and adjudicate upon the matter.
7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-2000/- which is exempt from payment of court fees.

PRAYER:

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against defendant No.1 declaring therein that the plaintiff's actual name is "Irfan Ali Rasheed" instead of "Ehram Rasheed".

It is further prayed that defendant No.1 may kindly be directed to correct the name of the plaintiff in national identity card as "Irfan Ali Rasheed" instead of "Ehram Rasheed"

and issue new national identity card with correct name.

Any other relief which this Honourable Court deems fit may also be awarded.

Plaintiff

Through

Malik Abdul Rehman Awan
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore this day of November, 2023 that the contents of Paras No.1 to 4 are true to the best of my knowledge and belief and those of Paras No.5 to 7 are true to the best of my information and belief.

Plaintiff

IN THE COURT OF JAVVAD ZAFAR, CIVIL JUDGE, LAHORE.

Civil Suit No. 61503623 12023

Iqbal Sadiq son of Fazal Karim, resident of House No. 14, street No. 1, Karmabad, Wahdat Road, Lahore

Plaintiff

VERSUS

1. Manzoor Qadir
2. Mehboob Alam
3. Muhammad Musa Qadri (deceased) through his legal heirs
 - i. Sahar
 - ii. Attiya

defendant No. 1 to 3 sons of Fazal Karim, resident of House No. 14, Street No. 1, Karmabad, Wahdat Road, Lahore.

4. Mehboob Begum
5. Munawar Sultan
6. Razia Naheed
7. Maqbool Naheed
8. Fareeda Naheed (deceased) through her legal heirs
 - a. Hafza Afzal
 - b. Zaima Afzal
 - c. Mahira

defendants No. 4 to 8 daughters of Fazal Karim, resident of House No. 14, street No. 1, Karmabad, Wahdat Road, Lahore.

9. Muhammad Toufiq S/O Muhammad Rafiq R/O House No. 14, Street No. 01, Karam Abad, Wahadat Road, Lahore.

Defendants

AMENDED PLAINT DATED: 27th October, 2023.

SUIT FOR PARTITION

Respectfully Sheweth:

1. That the instant amended plaint is being submitted as per the order of the above titled Honorable court dated 19.10.2023, application under rule '1 'order 10 was submitted by Muhammad Tofeeque to implead his name as defendant in above titled suit, hence Muhammad Tofeeque has impleaded as Defendant No. 09 in instant amended plaint.
2. That the addresses of the parties have been given in the captioned of the suit correctly for proper service of legal process.
3. That the brief facts of filing the instant suit are the plaintiff and defendant No. 1 to 3 are the real brother of the plaintiff and defendant 4 to 8 are the real sisters of the plaintiff, have inherited property bearing Khasra No. 9907 & 9908, Hadbast Mausa Ichhra Lahore, bearing property, No. XXX-1-8-14. situated at Karmabad, Wahdat Road, Lahore.
4. That after the death of the predecessor of the plaintiff and defendants, suit property was alienated in the name of plaintiff and the defendants.
5. That after the demise of predecessor of plaintiff and defendants, the plaintiff and defendants as his only legal heirs, after the demise of predecessor Fazal Karim, his succession opened and the above-mentioned house devolved upon his legal heirs, the legal heirs became the co-owners of the above said house to the extent of their legal and Shari Shares, The FRC is hereby annexed for the kind perusal of this honorable court.
6. That the defendants are residing over the above said house, which is ownership of all legal heirs of Fazal Karim hereinafter called predecessor in interest and the

successors include the plaintiff and the defendants are the co-owner are entitled to get their respective shares and the partition among the co-sharers may be commence, plaintiff and defendant No. 1 to 3 are residing over it.

7. That the plaintiffs received information that the defendants are trying to alienate and transfer the property in question to someone else without having partition of the same by meets and bounds illegally and unlawfully.
8. That the plaintiffs made the defendant No. 1 to 3 the suit property has not been partitioned yet no co-owner can, sell the suit property without partition but they did not pay any heed to the genuine request of the plaintiff.
9. That the suit property is till a joint property and the plaintiff is entitled to their respective share under the law, a joint co-owner neither change the nature and character of the suit property nor he can sell any, specific portion to a third person affecting the right of other co-owners, If the defendant No. 1 to 3 managed to sell the suit property to someone else without having partition, obviously that will cause irreparable loss and damage to the plaintiffs.
10. That the defendants are not entitled to disturb the present status of the suit property or dispose of the same or further alienate the same in any manner whatsoever or to change the nature of the same or to handover the possession of the same to anyone without consent and permission of the plaintiffs in any manner whatsoever, if they are not restrained, the plaintiffs shall suffer an irreparable loss.
11. That the plaintiff is not willing to remain in joint possession of the inherited property with the defendants anymore and the defendants are not partitioning the same by meets and bound, hence the plaintiffs have left with no other option just to knock the doors of this honorable court, hence this present suit.
12. That if the defendants are not restrained from alienating, transferring, selling the joint property to any other person

and if the defendants are not restrained from changing the nature and character of the suit property, the plaintiffs shall suffer an irreparable loss and injury and will also lead to multiplicity of litigation.

13. That the cause of action in favor of the plaintiffs and against the defendants firstly accrued when Fazal Karim died and the house mentioned above devolved upon him through inheritance alongwith other legal heirs, secondly when the plaintiffs received an information that the defendants are trying to alienate the suit property to someone else without partition, thirdly the defendants to partition the suit property, the cause of action still continuing.
14. That the property dispute is situated at Lahore, cause of action also accrued at Lahore and the parties to suit are residents of Lahore District, hence the civil court at Lahore, has the jurisdiction to adjudicate upon the matter.
15. That court fee of Rs.10/- as affixed on the plaint as per requirement of law.

PRAYER

In view of the above submissions, it is, therefore, most respectfully prayed that a preliminary and final decree for partition of the joint property i.e. constructed house measuring round about 12 Mariahs Khasra No. 9907 & 9908, Hadbast Mausa Ichhra Lahore, bearing property No. XXX-1-S-14, situated at Karmabad, Wahdat Road, Lahore, may kindly be passed in favor of the plaintiff and against the defendants with costs.

Any other relief which this Honourable Court deems fit may also be awarded to the plaintiffs.

Plaintiff

Through

Talha Asghar Chohan
Advocate High Court

VERIFICATION:

Verified on oath at Lahore, on this 27th day of October, 2023 that the contents of the Para No.1 to 9 are true and correct to the best of my knowledge and the rest of the Paras No.10 to 15 are correct to the best of my information and belief.

Plaintiff

**IN THE COURT OF HAFIZ MUHAMMAD OBAID, LEARNED
CIVIL JUDGE, LAHORE.**

In re:-

Muhammad Imran **Vs.** Danish Mukhtar etc.

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL DATED 01.01.2023,
POSSESSION AND PERMANENT INJUNCTION)

WRITTEN STATEMENT ON BEHALF OF DEFENDANTS.

Respectfully Sheweth;:-

PRELIMINARY OBJECTIONS:

- a. That the suit has been filed with malafide and ulterior motives while concealing real and true facts so the suit is liable to be dismissed.
- b. That the suit of the plaintiff is not maintainable, either in law or on facts.
- c. That the plaintiff has not approached this Honourable Court with clean hands.
- d. That the predecessor of the defendants was murdered on 09.05.2023 in Islamabad and criminal case FIR No.265/23, U/S 305/34 PPC in Police Station Shams Colony, Islamabad on 09.05.2023 against unknown culprits.

- e. That the present suit has been filed after the death of the predecessor of the defendants with malafide intention just to blackmail, harass and to grab the valuable property of the defendants.
- f. That the plaintiff has no cause of action against the defendants, hence the plaint is liable to be rejected forthwith, under Order VII, Rule 11 CPC.

ON MERITS:

- 1. That Para No.1 is denied being incorrect as incorrect. The deceased never executed any agreement to sell with the plaintiff nor he received single penny from the plaintiff. The deceased never disclosed to the defendants about the said agreement/token receipt.
- 2. That Para No.2 is correct to the extent of murdered of the predecessor of the defendants, however the rest of the Para is denied being incorrect.

3. That Para No.3 is denied being incorrect. It is submitted that the deceased never ever entered into any agreement to sell with the plaintiff regarding the suit property, hence the defendants are not bound to fulfill or to execute the so-called agreement to sell/token receipt.
4. That Para No.4 is admitted to the extent of inheritance process, however rest of para is denied being incorrect. It is clarified that the defendants reserve their rights to initiate criminal proceedings against the plaintiff.
5. That Para No.5 is denied being incorrect. The plaintiff has no cause of action to file the suit.
6. Legal.
7. Legal.

Prayer clause is also denied.

PRAYER:

It is, therefore, respectfully prayed that the suit may graciously be dismissed with special costs under Section 35-A CPC in the best interest of justice.

Defendants

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 01st day of December, 2023 that the contents of the above written statement from Paras No.1 to 4 are true and correct to the best of my knowledge and rest of the Paras No.5 to 7 with preliminary objections correct to the best of my information and belief.

Defendants

IN THE COURT OF HAFIZ MUHAMMAD OBAID, LEARNED CIVIL JUDGE, LAHORE.

In re:-

Muhammad Imran **Vs.** Danish Mukhtar etc.

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL DATED 01.01.2023,
POSSESSION AND PERMANENT INJUNCTION)

**REPLY TO APPLICATION UNDER
ORDER XXXIX, RULES 1&2 CPC.**

Respectfully Sheweth;-

1. Needs no reply.
2. Denied being incorrect. That the petitioner has no *prima facie* case in his favour.
3. Denied being incorrect. That balance of convenience does not lie in favour of the petitioner.
4. That this Para is denied and there is no irreparable loss and injury to the petitioner in any manner whatsoever.

It is, therefore, most respectfully prayed that application under reply may kindly be dismissed with costs.

Respondents

Through
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Imran Khan son of Muhammad Saeed Khan, resident of House No.228, Mohallah Khaybar Colony, Zarar Shaheed Road, Lahore.

Plaintiff

V E R S U S

Administrator Field Registration Office No.156, Mujahidabad, Mughalpura, Lahore.

Defendant

SUIT FOR DECLARATION AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the mother of the plaintiff **(Late) Mst. Hameedan Bibi** widow of Muhammad Saeed Khan breathed her last on 17.07.2002 at House No.21, Street No.3, Mujahidabad, Mughalpura, Lahore.
- 3- That the death certificate of the (Late) Mst. Hameedan Bibi has not been issued so far.
- 4- That the plaintiff alongwith witnesses numerously approached the defendant apprised to issue the death certificate of (Late) Mst. Hameedan Bibi/mother of the plaintiff but the defendant kept on lingering the matter

without any rhyme, reason and justification and a week before flatly refused and demanded decree of this Honourable Court.

- 5- That the plaintiff is facing great difficulties due to non-issuance of death certificate of (Late) Mst. Hameedan Bibi.
- 6- That the defendant is legally bound to issue death certificate to (Late) Mst. Hameedan Bibi.
- 7- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant lingered the matter of issuance of death certificate and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 8- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.
- 9- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER;

It is, therefore, most respectfully prayed that a decree for declaration alongwith mandatory injunction may kindly be passed in favour of the plaintiff against the defendant; declaring that the mother of the plaintiff (Late) Mst. Hameedan Bibi

died on 17.07.2002 and defendant is legally bound to issue death certificate of mother of plaintiff.

It is further prayed that through decree of mandatory injunction directing the defendant to issue Death Certificate of mother of plaintiff expeditiously, in the interest of justice, equity and fair play.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Malik Arslan Aslam
Advocate High Court
Ghaziabad Bus Stop, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of January, 2024 that the contents of the above plaint from Paras No.1 to 6 are true and correct to the best of my knowledge and rest of the Paras No.7 to 9 correct to the best of my information and belief.

Plaintiff

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

Civil Suit No. _____ / 2023

1. **Imran Asif**
2. **Umair Asif**
3. **Muhammad Awais**
4. **Muhammad Zubair**
5. **Shoaib Ahmed**

Sons of Saif Ullah, Caste Jatt Virk, residents of Village Mangoki Virkan, Tehsil Noshehra Virkan, District Gujranwala.

(Plaintiffs No. 1, 3&4 through Special Power of Attorney plaintiff No. 2)

Plaintiffs
VERSUS

Mst. Zahida Sultana daughter of Zafar Ullah Khan, Caste Jatt Virk, resident of Village Mittran Wali, Tehsil Daska, District Sialkot.

Defendant

SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL
DATED 10.03.2022 WITH PERMANENT INJUNCTION AND
CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That succinctly the facts necessitating for filing the instant suit before this Hon'able Court are that defendant was the owner of **Property land measuring 33-Kanals, 14-Marlas, 102-Ft. bearing Khewat No.1, Khatouni No.1, Qitat-74, land measuring 539K-10M, transferred share 183430/2934880, measuring 33K-14M-102Ft., as per Record of Rights for the Years 2019-20, situated at Mouza Mangoki Virkan, Tehsil Noshehra Virkan, District Gujranwala.** Copies of title documents are attached.
2. That on 10.03.2022 defendant entered into an agreement to sell with the plaintiffs regarding above described suit property for a total consideration of Rs.90,00,000/- and defendant received Rs.40,00,000/- as earnest money at the time of execution of agreement to sell in presence of marginal witnesses. The balance amount of Rs.50,00,000/- was agreed to be paid by the plaintiffs to defendant as Rs.20,00,000/- on 15.12.2022 and Rs.30,00,000/- on 15.12.2023 at the time of transfer of suit property, as per commitment the plaintiffs prior to 15.12.2022 paid Rs.20,00,000/- to defendant in the account of defendant and now only Rs.30,00,000/- are due on the part of plaintiffs which are to be paid on 15.12.2023 or as per order of this Honourable Court for which plaintiffs filed an application before the target date for deposit of consideration amount of Rs.30,00,000/- in the court of Ms. Uzma Tabassam Nazir, Learned Civil Judge 1st Class, Gujranwala and no order was passed on the application of the plaintiffs in this regard. It is pertinent to mention here that defendant also handed over the possession of the suit property to the plaintiffs and plaintiffs are in possession and are cultivating the

suit property without any interference and interruption from any corner. Copy of the agreement to sell is presented for the kind perusal of this Honourable Court. The plaintiffs are bonafide purchasers of suit property and are lawful owners in possession of suit property on the basis of agreement to sell dated 10.03.2022.

3. That as per the terms of the agreement to sell defendant was/is bound to transfer the property in favour of the plaintiffs.
4. That the plaintiffs time and again approached defendant and requested defendant to receive remaining amount of Rs.30,00,000/- on the stipulated date i.e. 15.12.2023 and transfer the suit property in favour of the plaintiffs.
5. That now the plaintiffs got information through reliable sources that defendant with malafide intention just to usurp the amount of the plaintiffs is going to sell the suit property to a third party which is against the law and violation of agreement to sell.
6. That the plaintiffs alongwith respectable of the locality time and again approached defendant and requested defendant to receive the balance amount on stipulated date and not to transfer the land in favour of anyone else but defendant flatly refused hence this suit.
7. That if by way of permanent injunction defendant is not restrained from doing illegal act and transferring, selling, alienating the suit property to anyone, the plaintiffs shall suffer irreparable loss and injury.
8. That the cause of action firstly accrued when it came into the knowledge of the plaintiffs that defendant is going to sell the suit property to any other person illegally and unlawfully and lastly when defendant failed to listen the genuine request of the plaintiffs and the same cause of action is still continuing.

9. That property in question is situated in Noshehra Virkan, parties are residing at Noshehra Virkan, the cause of action also arose at Noshehra Virkan, therefore, this Honourable Civil Court at Noshehra Virkan has got jurisdiction to entertain the suit.
10. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.90,00,000/- and appropriate court fee shall be fixed as per order of this Hon'ble Court.

PRAYER:-

In view of the above submissions, it is respectfully prayed that a decree for Specific performance of agreement to sell dated 10.03.2022 may kindly be passed in favour of the plaintiffs against defendant directing defendant to perform her part of obligations under the sale agreement to sell and to transfer the suit property in favour of the plaintiffs, on receipt of balance amount of consideration Rs.30,00,000/. Otherwise the court may also kindly order to transfer the suit property through process of the court and the plaintiffs is also ready to deposit the balance amount in the court.

It is further prayed that a decree for permanent injunction may also be passed in favour of the plaintiffs and against defendant that defendant may kindly be restrained permanently from selling, alienating or transferring the property in question and also be restrained from interfering into the peaceful possession of the plaintiffs illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief to which the plaintiffs is found entitled may also be granted. Costs of the suit may also be awarded against defendant.

Plaintiffs

(Plaintiffs No.1,3&4 through Special Power of Attorney plaintiff No.2)

Through

*Azhar Abbas Sandila
Advocate High Court*

*Arslan Ahmed Malhi
Advocate High Court*

VERIFICATION:

Verified on Oath at Noshehra Virkan on **22nd day of December, 2023** that the contents of Paras No.1 to 7 are correct to my knowledge and the remaining Paras No.8 to 10 thereof are correct to information and belief.

Plaintiffs

(Plaintiffs No.1,3&4 through Special Power of Attorney plaintiff No.2)

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

In re:

Imran Asif etc. Vs. Mst. Zahida Sultana

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

Respectfully Sheweth:-

1. That the petitioners have filed accompanying suit in this Learned Court today which has not been fixed so far.
2. That the contents of the accompanying suit may very kindly be considered as an integral part of this application and be read together.
3. That the petitioners have a good prima fascia case in their favour and there is every likelihood being succeeded in the main suit.
4. _____ That the balance of convenience lies in favour of the Petitioners.
5. _____ That if the interim relief as prayed for is not granted, the petitioners shall suffer irreparable loss and injury.

It is, therefore, prayed most respectfully that the respondent may very kindly be restrained from alienating; selling/transferring the property in question and also be restrained from interfering into the peaceful possession of the petitioners illegally, unlawfully and forcibly in any manner whatsoever.

Ad-interim injunctive order till the decision of this application may also be passed.

Petitioners

(Petitioners No.1,3&4 through Special Power of Attorney petitioner No.2)

Through

Azhar Abbas Sandila
Advocate High Court

Arslan Ahmed Malhi
Advocate High Court

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

In re:

Imran Asif etc. Vs. Mst. Zahida Sultana

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

AFFIDAVIT OF: *Umair Asif son of Saif Ullah, Caste Jatt Virk, resident of Village Mangoki Virkan, Tehsil Noshehra Virkan, District Gujranwala.*

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Noshehra Virkan this 22nd day of December, 2023
that the contents of the above affidavit are true and correct to the best of
my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

In re:

Imran Asif etc. Vs. Mst. Zahida Sultana

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

APPLICATION FOR DEPOSIT OF REMAINING CONSIDERATION OF
RS.30,00,000/-.

Respectfully Sheweth:-

1. That the petitioners have filed accompanying suit in this Learned Court today which has not been fixed so far.
2. That the contents of the accompanying suit may very kindly be considered as an integral part of this application and be read together.
3. That the petitioners have to deposit/pay the remaining consideration of Rs.30,00,000/- to the respondent on 15.12.2023.
4. That the petitioners bona fide filed suit for specific performance at District Headquarter as province of Punjab was parties to the suit and Ms. Uzma Tabbasam Nazir, Learned Civil Judge 1st Class, Gujranwala dismissed the suit due to want of jurisdiction at District Headquarter and petitioners also filed petition for deposit of remaining consideration amount in the learned Civil Court, Gujranwala and no order was passed on that petition as main suit was dismissed due to want of territorial jurisdiction.
5. That if the instant petition is not accepted, the petitioners shall suffer irreparable loss and injury.

It is, therefore, prayed most respectfully that the petitioners may kindly be allowed to deposit the remaining consideration amount of Rs.30,00,000/- in the court as per terms and conditions of alleged agreement to sell in the interest of justice, equity and fair play.

Petitioners

(Petitioners No.1,3&4 through Special Power of Attorney petitioner No.2)

Through

Azhar Abbas Sandila
Advocate High Court

Arslan Ahmed Malhi
Advocate High Court

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

In re:

Imran Asif etc. Vs. Mst. Zahida Sultana

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

**APPLICATION FOR DEPOSIT OF REMAINING CONSIDERATION OF
RS.30,00,000/-.**

AFFIDAVIT OF: *Umair Asif son of Saif Ullah, Caste Jatt Virk, resident of Village Mangoki Virkan, Tehsil Noshehra Virkan, District Gujranwala.*

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Noshehra Virkan this 22nd day of December, 2023
that the contents of the above affidavit are true and correct to the best of
my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

Civil Suit No. _____ /2023

1. ***Imran Asif***
2. ***Umair Asif***
3. ***Muhammad Awais***
4. ***Muhammad Zubair***
5. ***Shoaib Ahmed***

*Sons of Saif Ullah, Caste Jatt Virk, residents of Village Mangoki
Virk, Tehsil Noshehra Virkan, District Gujranwala.*

(Plaintiffs No. 1,3&4 through Special Power of Attorney plaintiff No.2)

Plaintiffs
VERSUS

Mst. Zahida Sultana daughter of Zafar Ullah Khan, Caste Jatt
Virk, resident of Village Mittran Wali, Tehsil Daska, District Sialkot.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL
DATED 10.03.2022 WITH PERMANENT INJUNCTION AND
CONSEQUENTIAL RELIEF.**

Respectfully Sheweth:-

1. That succinctly the facts necessitating for filing the instant suit before this Hon'able Court are that defendant was the owner of **Property land measuring 33-Kanals, 14-Marlas, 102-Ft.
bearing Khewat No.1, Khatouni No.1, Qitat-74, land
measuring 539K-10M, transferred share 183430/2934880,
measuring 33K-14M-102Ft., as per Record of Rights for the
Years 2019-20, situated at Mouza Mangoki Virkan, Tehsil
Noshehra Virkan, District Gujranwala.** Copies of title documents are attached.
2. That on 10.03.2022 defendant entered into an agreement to sell with the plaintiffs regarding above described suit property for a total consideration of Rs.90,00,000/- and defendant received Rs.40,00,000/- as earnest money at the time of execution of agreement to sell in presence of marginal witnesses. The balance amount of Rs.50,00,000/- was agreed to be paid by the plaintiffs to defendant as Rs.20,00,000/- on 15.12.2022 and Rs.30,00,000/- on 15.12.2023 at the time of transfer of suit property, as per commitment the plaintiffs prior to 15.12.2022 paid Rs.20,00,000/- to defendant in the account of defendant and now only Rs.30,00,000/- are due on the part of plaintiffs which are to be paid on 15.12.2023 or as per order of this Honourable Court for which plaintiffs filed an application before the target date for deposit of consideration amount of Rs.30,00,000/- in the court of

Ms. Uzma Tabassam Nazir, Learned Civil Judge 1st Class, Gujranwala and no order was passed on the application of the plaintiffs in this regard. It is pertinent to mention here that defendant also handed over the possession of the suit property to the plaintiffs and plaintiffs are in possession and are cultivating the suit property without any interference and interruption from any corner. Copy of the agreement to sell is presented for the kind perusal of this Honourable Court. The plaintiffs are bonafide purchasers of suit property and are lawful owners in possession of suit property on the basis of agreement to sell dated 10.03.2022.

3. That as per the terms of the agreement to sell defendant was/is bound to transfer the property in favour of the plaintiffs.
4. That the plaintiffs time and again approached defendant and requested defendant to receive remaining amount of Rs.30,00,000/- on the stipulated date i.e. 15.12.2023 and transfer the suit property in favour of the plaintiffs.
5. That now the plaintiffs got information through reliable sources that defendant with malafide intention just to usurp the amount of the plaintiffs is going to sell the suit property to a third party which is against the law and violation of agreement to sell.
6. That the plaintiffs alongwith respectable of the locality time and again approached defendant and requested defendant to receive the balance amount on stipulated date and not to transfer the land in favour of anyone else but defendant flatly refused hence this suit.
7. That if by way of permanent injunction defendant is not restrained from doing illegal act and transferring, selling, alienating the suit property to anyone, the plaintiffs shall suffer irreparable loss and injury.

8. That the cause of action firstly accrued when it came into the knowledge of the plaintiffs that defendant is going to sell the suit property to any other person illegally and unlawfully and lastly when defendant failed to listen the genuine request of the plaintiffs and the same cause of action is still continuing.
9. That property in question is situated in Noshehra Virkan, parties are residing at Noshehra Virkan, the cause of action also arose at Noshehra Virkan, therefore, this Honourable Civil Court at Noshehra Virkan has got jurisdiction to entertain the suit.
10. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.90,00,000/- and appropriate court fee shall be fixed as per order of this Hon'ble Court.

PRAYER:-

In view of the above submissions, it is respectfully prayed that a decree for Specific performance of agreement to sell dated 10.03.2022 may kindly be passed in favour of the plaintiffs against defendant directing defendant to perform her part of obligations under the sale agreement to sell and to transfer the suit property in favour of the plaintiffs, on receipt of balance amount of consideration Rs.30,00,000/-. Otherwise the court may also kindly order to transfer the suit property through process of the court and the plaintiffs is also ready to deposit the balance amount in the court.

It is further prayed that a decree for permanent injunction may also be passed in favour of the plaintiffs and against defendant that defendant may kindly be restrained permanently from selling, alienating or transferring the property in question and also be restrained from interfering into the peaceful possession of the plaintiffs illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief to which the plaintiffs is found entitled may also be granted. Costs of the suit may also be awarded against defendant.

Plaintiffs

(Plaintiffs No.1,3&4 through Special Power of Attorney plaintiff No.2)

Through

Azhar Abbas Sandila
Advocate High Court

Arslan Ahmed Malhi
Advocate High Court

VERIFICATION:

Verified on Oath at Noshehra Virkan on 22nd day of December, 2023 that the contents of Paras No.1 to 7 are correct to my knowledge and the remaining Paras No.8 to 10 thereof are correct to information and belief.

Plaintiffs

(Plaintiffs No.1,3&4 through Special Power of Attorney plaintiff No.2)

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

In re:

Imran Asif etc. Vs. Mst. Zahida Sultana

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

Respectfully Sheweth:-

1. That the petitioners have filed accompanying suit in this Learned Court today which has not been fixed so far.
2. That the contents of the accompanying suit may very kindly be considered as an integral part of this application and be read together.
3. That the petitioners have a good prima fascia case in their favour and there is every likelihood being succeeded in the main suit.
4. _____ That the balance of convenience lies in favour of the Petitioners.
5. _____ That if the interim relief as prayed for is not granted, the petitioners shall suffer irreparable loss and injury.

It is, therefore, prayed most respectfully that the respondent may very kindly be restrained from alienating; selling/transferring the property in question and also be restrained from interfering into the peaceful possession of the petitioners illegally, unlawfully and forcibly in any manner whatsoever.

Ad-interim injunctive order till the decision of this application may also be passed.

Petitioners

(Petitioners No.1,3&4 through Special Power of Attorney petitioner No.2)

Through

Azhar Abbas Sandila
Advocate High Court

Arslan Ahmed Malhi
Advocate High Court

IN THE COURT OF CIVIL JUDGE 1ST CLASS, NOSHEHRA VIRKAN.

In re:

Imran Asif etc. Vs. Mst. Zahida Sultana

(SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2
READ WITH SECTION 151 C.P.C. FOR TEMPORARY INJUNCTION.

AFFIDAVIT OF: *Umair Asif son of Saif Ullah, Caste Jatt Virk, resident of Village Mangoki Virkan, Tehsil Noshehra Virkan, District Gujranwala.*

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Noshehra Virkan this **22nd day of December, 2023**
that the contents of the above affidavit are true and correct to the best of
my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF DISTRICT JUDGE, LAHORE.

Civil Revision No. _____ /2023

Rana Imran Ahmad Khan son of Rana Safdar Ali, resident of
House No.11, Street No.3, Block-C, Eden Value Homes, Multan
Road, Lahore.

Petitioner

VERSUS

Mst. Shafreen Sultana daughter of Rana Muhammad Sardar
Khan, resident of House No. 11, Street No.3, Block-C, Eden Value
Homes, Multan Road, Lahore.

Respondent

REVISION PETITION AGAINST THE ORDER DATED 09.12.2023
PASSED BY MR. MUHAMMAD MAKKI, LEARNED CIVIL JUDGE
1ST CLASS, LAHORE.

Respectfully Sheweth; -

1. That brief facts giving rise to the present revision petition are that the petitioner filed a suit for declaration with permanent injunction against the respondent.
2. That the petitioner/plaintiff adduced his evidence and thereafter, the respondent/defendant was ordered for adducing his evidence. The respondent/defendant got recorded statements of her witnesses when the petitioner/plaintiff's counsel was busy in other courts. The respondent/defendant got recorded statement of one Mst. Misbah Shaheen Aiman as DW-2, whereas, her name was not in the list of witnesses of the respondent/defendant, which was submitted by her after framing of issues. When the petitioner/plaintiff came to known that the Mst. Misbah Shaheen Aiman

appeared as DW-2 in the court and got recorded her statement. The petitioner/plaintiff filed an application dated 23.10.2023 and prayed that statement of Mst. Misbah Shaheen Aiman recorded on 04.10.2023 may kindly be removed from the record of the suit and she may not be allowed to be witness of the respondent/defendant. Copy of the application is attached as **Annexure-A**.

3. That the respondent/defendant filed reply to the application on 06.11.2023 and prayed for dismissal of the application. Copy of the reply to application is attached as **Annexure-B**.
4. That the learned trial court dismissed the application of the petitioner/plaintiff on 09.12.2023. Copy of the impugned order dated 09.12.2023 is attached as **Annexure-C**.

5. That the impugned order dated 09.12.2023 is illegal and the same is liable to be set aside inter-alia on the following:-

GROUNDS

- a. That list of the witness was filed by the respondent/defendant in which name of Mst. Misbah Shaheen Aiman has not been given, therefore, legally she cannot be a witness of the respondent/defendant. No application in this regard was filed by the respondent/defendant for permission for producing Mst. Misbah Shaheen Aiman as her witness, therefore, she cannot be a witness of the respondent/defendant and cannot get recorded her statement in favour of the respondent/defendant as DW.
- b. That law is very much clear that only those witnesses can recorded their statements as

witnesses in the court, whose names are in the list of the parties.

- c. That impugned order is illegal, unlawful and without any legal justification.
- d. That the impugned order has been passed on the basis of surmises and conjectures.
- e. That the learned court below has passed the impugned order against the facts and against the law, is liable to be set-aside.
- f. That the learned court below failed to proceed the case fairly and properly and ignored the verdicts of the superior courts, hence the impugned order is liable to be set aside.
- g. That the finding of the learned trial court suffers from legal defects.
- h. That the learned trial court has passed the impugned order in hasty manner, hence the impugned order is liable to be set-aside.
- i. That impugned order is against the statutory provision hence liable to be set-aside.

- j. That if the impugned order is not set-aside, the petitioner would suffer an irreparable loss, injury and ultimately would be resulted in serious miscarriage of justice.

PRAYER:

It is, therefore, respectfully prayed that the present revision may kindly be accepted and the impugned order dated 09.12.2023 may kindly be set-aside.

It is further prayed that next date 06.01.2024 has been fixed for cross examination upon the DWs with final last opportunity, therefore, till final decision of the instant revision petition proceedings of the trial court may kindly be stayed.

Any other relief which this Hon'able Court deems fit may also be awarded.

Petitioner

Through

***Sardar Muhammad Farooq Khan
Advocate High Court, Lahore.***

CERTIFICATE:

As per instructions of my client, it is **First Revision** in this learned court on the subject matter.

Advocate

IN THE COURT OF DISTRICT JUDGE, LAHORE.

In re:

Rana Imran Ahmad Khan **Vs.** Mst. Shafreen Sultana

(REVISION PETITION)

AFFIDAVIT OF:

Rana Imran Ahmad Khan son of Rana Safdar Ali, resident of House No.11, Street No.3, Block-C, Eden Value Homes, Multan Road, Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Revision Petition**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this 20th day of December, 2023 that the contents of the above affidavit are true

*and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

Deponent

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Rana Imran Ahmad Khan **Vs.** Mst. Shafreen Sultana

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

Respectfully Sheweth:

1. That the petitioner has filed the above titled revision in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the revision may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondent in case the stay is granted.
5. That if the stay is not granted, the petitioner shall suffer an irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the proceeding of the trial court in the case may kindly be stayed till the final decision of the present Revision.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

*Petitioner
Through*

***Sardar Muhammad Farooq Khan
Advocate High Court, Lahore.***

IN THE COURT OF DISTRICT JUDGE, LAHORE.

In re:

Rana Imran Ahmad Khan **Vs.** Mst. Shafreen Sultana

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

AFFIDAVIT OF:

Rana Imran Ahmad Khan son of Rana Safdar Ali, resident of House No.11, Street No.3, Block-C, Eden Value Homes, Multan Road, Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

*Verified on Oath at Lahore this 20th day of December,
2023 that the contents of the above affidavit are true
and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

Deponent

IN THE COURT OF DISTRICT JUDGE, LAHORE.

In re:

Rana Imran Ahmad Khan **Vs.** Mst. Shafreen Sultana

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1.	<i>Revision Petition with affidavit</i>	
2.	<i>Copy of the application as <u>Annexure-A.</u></i>	
3.	<i>Copy of the reply to application as <u>Annexure-B.</u></i>	
4.	<i>Copy of the impugned order dated 09.12.2023 as <u>Annexure-C.</u></i>	
5.	<i>Stay application with affidavit</i>	
	<i>Power of attorney</i>	

Petitioner

Through

Sardar Muhammad Farooq Khan

Advocate High Court, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

Jason son of

Plaintiff

VERSUS

1. **Barbara** son of
2.

Defendants

SUIT FOR PARTITION WITH PERMANENT INJUNCTION.

Respectfully Sheweth:-

1. That the addresses of the parties mentioned in the caption of the plaint are correct for the purpose of summons, notices and other process of this Hon'able Court.

2. That the brief facts giving rise to the filing of the instant suit are that the plaintiff and defendants are jointly inherited lawful owner in possession to the extent of their shares of the

Property i.e. land measuring bearing Khewat

No. , Khatouni No. , Khasra

No. , situated at

_____. Copies of title documents are attached herewith.

3. That the plaintiff came to known from reliable sources that the defendants are trying to alienate and transfer the property in question to someone else without having partition of the same by meets and bounds illegally and unlawfully. The defendants want to alienate the valuable, front portion of suit property.

4. That the plaintiff made the defendants realized that the suit property has not been partitioned yet, hence no co-owner can sell the suit property without partition, which they have no right or interest.

5. That the suit property is still a joint property and the plaintiff is entitled to respective share. Under the law, joint co-owners neither change the nature and character of the suit property

nor can he sell any specific portion to a third person affecting the right of other co-owners. If the defendants manage to sell the suit property to someone else without having partition, obviously that will cause financial loss and damage to the plaintiff.

6. That time and again the defendants in connivance with each other and without any separate partition showed intention to alienate, transfer or sell the suit property, the plaintiff made the defendants again realized that the suit property has not been partitioned yet, so the defendants cannot sell or alienate the same until and unless the suit property is partitioned by mutual understanding or by other means but the defendants refused to do the needful, hence this suit.

7. That the defendants are not entitled to disturb the present status of the suit property or dispose of the same or alienate the same in any manner whatsoever or to change the nature of the same or to handover the possession of the same to any without consent and permission of the plaintiff in any manner whatsoever. If the defendants are not restrained the plaintiff shall suffer an irreparable loss and injury.

8. That the cause of action in favour of the plaintiff and against the defendants firstly when it came into the knowledge of the plaintiff that the defendants are trying to alienate the suit property to someone else without specific partition and finally when the defendants refused to partition and to sell the suit property in respect of their shares to the plaintiff. The cause of action is still continuing.
9. That the suit property is situated at Lahore, cause of action has also accrued at Lahore and the parties to the suit are also residing at of Lahore, hence this Honourable Court has got jurisdiction to adjudicate upon the matter.
10. That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs.5000/- which is exempted from payment of court fee.

***In view of the above submission it is, therefore,
most respectfully prayed that a decree of the partition
of Joint Property may kindly be passed in favour of the
plaintiff and against the defendants with cost and the
suit property may very kindly be partitioned among***

the plaintiff and defendants according to their respective share in the interest of justice.

It is further prayed that decree for permanent injunction may very kindly be passed in favour of the plaintiff and against the defendants by restraining the defendants permanently from alienating, selling, transferring etc. or changing the nature or superstructure of the suit property or to handover or alienate any specific portion to anyone else in any manner whatsoever.

Any other relief which this Hon'ble Court deems fit may also be awarded to the plaintiff.

Plaintiff

Through

Muhammad
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this _____-day of December, 2023 that the contents of the above plaint from Para Nos.1 to 7 are true and correct to the best of my knowledge and belief and rest of the Para Nos.8 to 10 correct to the best of my information.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason **Vs.** Barbara etc.

(SUIT FOR PARTITION WITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained from alienating, selling, transferring etc. or changing the nature or superstructure of the suit property or to handover or alienate any specific portion to anyone else in any manner whatsoever till the final disposal of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

Muhammad
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason **Vs.** Barbara etc.

(SUIT FOR PARTITION WITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULE 1 & 2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF: Jason

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____-day of December,
2023 that the contents of the above Affidavit are true
and correct to the best of my knowledge and belief and
nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No._____ /2024

Ijaz Baig son of Akhtar Baig, resident of House No.238, Kachi
Abadi, Baja Line, Mughalpura, Lahore.

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Near
Ganga Ram Hospital, Lahore.
2. **XEN**, Division Mughalpura, Lahore.
3. **Revenue Officer**, Division Mughalpura , Lahore.
4. **SDO**, Sub-Division Anguri Bagh, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No. 15113421712600U, Meter No.S-1150526** was under the use and occupation of the plaintiff and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him.
3. That the defendants illegally and unlawfully without considering the routine unit sent a wrong bill for the month of **January 2023** and afterwards disconnected the meter of the plaintiff and subsequently illegally & unlawfully took away the said meter of the plaintiff.
4. That the plaintiff filed a complaint before Wafaqi Mohtasib (Ombudsman) Secretariat, whereby the defendants accepted their mistake and after acceptance of the mistake a bill of January 2023 an amount of Rs.50,000/- issued to the plaintiff and the same amount was paid by the plaintiff. Copy of the paid bill is attached herewith.

5. That after payment of above said bill the plaintiff contacted with the defendants for the restoration of the meter but they flatly refused to restore the same, instead the defendants threatened the plaintiff about implicating him into FIRs as a grudge of filing of the complaint by the plaintiff in the office of Wafaqi Mohtasib. It was not only a threat but eventually the defendants started involving plaintiff into false and frivolous FIRs as a grudge regarding filing of complaint by plaintiff in the office of Wafaqi Mohtasib.
6. That the plaintiff time and again requested the defendants to restore the above said meter but the grudge of the defendants against plaintiff is so deep that they are not ready to restore the meter of the plaintiff.
7. That the defendants disconnected the electricity supply of the plaintiff without any lawful reason and justification.
8. That the plaintiff many a time approached to the defendants and requested them to send bill as per routine units and requested to restore the electricity supply of the plaintiff but they refused, hence this suit.
9. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of **January, 2023** and finally three weeks ago when the defendants did not listen the genuine request of the plaintiff

to restore the meter of the plaintiff and the same cause of action still continuing.

10. That the parties of the suit are from Lahore and the cause of action accrued at Lahore, hence this Hon'able Court has got jurisdiction to hear and adjudicate upon the matter.
11. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/-.

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bills after January, 2023 illegal, unlawful, void, ab-initio and without considering the facts that the plaintiff is not using electricity.

It is also prayed that the defendants may kindly be directed to restore the electricity supply/ meter of the plaintiff.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Sajid Mahboob Shah
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this 15th day of January, 2024 that the contents of the above plaint from Paras 1 to 8 are true and correct to the best of my knowledge and rest of the Paras 9 to 11 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Ijaz Baig Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

*It is, therefore, most respectfully prayed that
the respondents may very kindly be directed to
restore the electricity supply / meter of the
petitioner.*

*Ad-interim injunctive order may kindly be
passed in favour of the petitioner till the final
disposal of this suit.*

Petitioner

Through

Sajid Mahboob Shah
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Ijaz Baig Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

AFFIDAVIT OF: *Ijaz Baig son of Akhtar Baig, resident of House No.238, Kachi Abadi, Baja Line, Mughalpura, Lahore.*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this 15th day of January, 2024 that the contents of the above affidavit are true and correct to the

best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE,

Mst. Humaira Saleem wife of Shahzad Yousaf resident of House No.X-9-S-53 Street No.17 Mohallah Baghbanpura New Mozang Lahore.

Plaintiff

VERSUS

1. **Deputy Director Admin and Coordination Home Economics Lahore.**
2. University of Home Economics, Lahore through its Vice Chancellor.

Defendants

SUIT FOR DECLARATION INJUNCTION SPECIFIC WITH PERFORMANCE,
PERMANENT

Respectfully Sheweth:

1. That the addresses of the parties have correctly been mentioned in the heading of the plaint, which are sufficient for the purpose of services of summons/notices and other process that may be issued by this Honourable Court from time to time.
2. That the brief facts for filing the instant suit are that the plaintiff appointed as Sweeper under the defendants in the year kind control due of TO diligent official work and performance the said plaintiff was confirmed for the same post and his job became active permanent, the copy of salary sheet is attached herewith for the kind perusal of this honourable court.
3. That during this course of plaintiff was got allotted accordingly a residential quarter which the rent is for deducting accordingly regularly, it is pertinent to mention here that the plaintiff due to Govt. policy and some other staff were
4. That some time on 28.11.2023 a impugned notice was issued to the plaintiff for the vacation of said quarter without any visible and mandatory policy of the said university. It is worth mentioning here that the plaintiff is respectable citizen and employee of the state functionally and not a single complaint stands against him The plaintiff is regularly paying the due rent accordingly the plaintiff has no any other alternative residence instead of the said allotted quarter even plaintiff not own residence.
5. That the kids of plaintiff are school going and if the plaintiff dispossess from the said residence the academic career of said kids would effected worthily and there future would be on stake.
6. That no sufficient and possible reason mentioned in the impugned notice.
7. That the plaintiff approached defendant/respondent to withdraw to the notice till the disposal of the academic period of the kids but the

defendants are adamant to accede the genuine of the plaintiff and declined his request withdraw the impugned notice.

8. That cause of action arose in favour of the plaintiff against the Defendants firstly the plaintiff was appointed employee in the as department defendants and secondly confirm of the when the defendants issued impugned notice to the plaintiff and thirdly when the defendants flatly refused to withdraw the impugned notice and lastly each and every illegal act of the Defendants, the cause of action is still continuing.
9. That the cause of action also accrued at Lahore, therefore, this Honourable Court has got the jurisdiction upon the matter.
10. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs.400/- for which no court fees is required.

PRAYER:

Under the circumstances, it is, therefore, most respectfully prayed that the decree for specific performance, declaration be passed in favour of plaintiff and against the defendants vacation letter may kindly be declared null and void and against the law and facts and the defendants are not empowered dispossess the plaintiff without adopting due course of law.

It is further prayed that the defendants may very kindly be restrained from dispossessing the plaintiff out of the suit property.

Any other relief, which this Honourable Court deems fit and proper. May also be awarded to the plaintiff.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

1. Hashim Sabir Raja
2. Faisal Sabir Raja
3. Majid Sabir Raja Sons of Justice Retire Raja Muhammad Sabir, residents of 78-A, Nisar Colony Cantt. Lahore.
4. Kiran Aleem Khan Daughter of Justice Retire Raja Muhammad Sabir House No.1, Phase-XIII, DHA, Cantt Lahore.

Plaintiffs

V E R S U S

1. Public-at-Large.

Defendant

SUIT FOR DECLARATION OF LEGAL HEIRS AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

1. That the brief facts are that the plaintiff NO.1 to 4 are sons and daughter Justice Retire Raja

Muhammad Sabir who passed away on 04.09.221 and
Mother Hammida Sabir passed away on

2. That the husband of plaintiff No. _____ and father of
plaintiffs No. _____ to _____ namely Nauman son of _____
died on _____ and he left behind the plaintiffs
as his legal heirs. Parents of deceased had also
been died. The deceased contracted only one
marriage.

Copy of death certificate is attached herewith
for kind perusal of this Hon'ble Court.

3. That the deceased Nauman left behind the properties
(1) vide Sale Deed bearing Document No. _____
, Book No.1, Volume No. _____, Dated _____, registered
with the office of Sub-Registrar _____, Lahore (2)
_____.
_____.
_____.

Copy of ownership documents are attached
herewith.

4. That the plaintiffs are only legal heirs of said deceased Nauman and they are entitled to inherit the said properties.

5. That the plaintiffs approached to defendant No.2 and informed about the death of Nauman and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Nauman, regarding the above said properties, but they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heir of Nauman. Hence this suit.

6. That the cause of action arose firstly when Nauman died and secondly when defendant No.2 refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with regard to the above said properties and the same is still continuing.

7. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit properties are also situated at Lahore, and defendant No.2 has its office Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.

8. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendants declaring the plaintiffs as legal heirs of deceased Nauman regarding above said properties, in the interest of justice equity and fair play.

It is also prayed that defendant No.2 may kindly be directed to incorporate the names

of the plaintiffs as sole owner of the above said properties.

Any other relief which this Hon'able Court deems fit and proper may also be awarded.

Plaintiffs

Through

Counsel name
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this day June, 2024 that the contents of Paras No.1 to 4 are true to the best of my knowledge and belief and those of Paras No.5 to 7 are true to the best of my information and belief.

Plaintiff No.1

- a) That the complainant has maneuvered a so-called false story which is also evident from its appearance and it is a matter of further probe.
- b) That the present FIR is the blackmailing weapon which is being used against the petitioners has no concern with the alleged offence.

- c) That the petitioners have no previous record and he is a law abiding citizen of Pakistan.
- d) That the petitioner have no previous record and he is a law abiding citizen of Pakistan.
- e) That if the local police succeeded to arrest the petitioners, the petitioners will be humiliated in the society.
- f) That there is no apprehension to abscond the petitioners and tampering with prosecution evidence.
- g) That marking room of Worthy Sessions Judge, Lahore is closed due to strike and due to this reason the petitioners filing present bail application in the Honourable Court.
- h) That the petitions are ready to on the investigation according to the order of this Honourable Court.
- i) That the petitioner are ready to join the investigation according to the order of this Honourable Court.
- j) That the petitioners are ready to furnish the surety bond to the satisfaction of this Honourable Court.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of February, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

IN THE COURT OF DISTRICT JUDGE LAHORE.

Civil Revision No. _____/2023

Hamid Noor son of Haji Noor Muhammad, resident of House No.12-S-144, Madina Chowk, Malik Park, Bilal Gunj, Lahore.

Petitioner

VERSUS

1. **Mst. Majida Noor**

2. Mst. Shahida Noor

3. Munir Ahmed Khan

Daughters and son respectively of Noor Muhammad (deceased), all residents of House No.12-S-144, Madina Chowk, Malik Park, Bilal Gunj, Lahore.

Respondents

**REVISION PETITION AGAINST THE ORDER DATED 28.11.2023
PASSED BY MR. ADNAN YOUSAF, LEARNED CIVIL JUDGE 1ST
CLASS, LAHORE.**

Respectfully Sheweth;-

1. That brief facts giving rise to the present revision petition are that the respondents filed a suit for

declaration, partition with separate possession, mesne profit and permanent injunction against the petitioner and others.

2. That the learned trial court while passing impugned order dated 28.11.2023 closed the right of the petitioner to file the written statement.
3. That the impugned order dated 28.11.2023 is harsh in nature and the same is liable to be set aside inter-alia on the following:-

GROUNDS

- a. That the learned court below has passed the impugned order against the facts and against the law, liable to be set-aside.
- b. That no ample opportunity has been given to petitioner for submission of written statement.
- c. That it is settled law that cases should be decided on merits rather than technicalities.
- d. That the learned court below failed to proceed the case fairly and properly and ignored the verdicts of the superior courts, hence the impugned order is liable to be set aside.
- e. That the findings of the learned trial court suffer from legal defects.

- f. That the impugned order is not reasoning and based on surmises and conjectures.
- g. That the learned trial court has passed the impugned order in hasty manner, hence the impugned order is liable to be set-aside.
- h. That impugned order is against the statutory provision hence liable to be set-aside.
- i. That if the impugned order is not set-aside the petitioner would suffer irreparable loss, injury and ultimately would be resulted in serious miscarriage of justice.

PRAYER:

It is, therefore, respectfully prayed that the present revision may kindly be accepted and the impugned order dated 28.11.2023 may kindly be set-aside, and petitioner may very kindly be allowed to submit written statement and defend the case in accordance with law.

Any other relief which this Hon'able Court deems fit may also be awarded.

*Petitioner
Through*

***Malik Shafiq Hanif
Advocate High Court***

Syed Ijaz Ali Shah
Advocate High Court

CERTIFICATE:

As per instructions of my client, it is **First Revision** in this learned court on the subject matter.

Advocate

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Hamid Noor **Vs.** Mst. Majida Noor etc.

(REVISION PETITION)

AFFIDAVIT OF:

Hamid Noor son of Haji Noor Muhammad,
resident of House No.12-S-144, Madina
Chowk, Malik Park, Bilal Gunj, Lahore.

I, the above named deponent, do hereby solemnly affirm and
declare as under:

That the contents of accompanying “**Revision Petition**” are
true and correct to the best of my knowledge and belief and nothing
has been concealed therein.

Deponent

VERIFICATION:

*Verified on Oath at Lahore this 09th day of December,
2023 that the contents of the above affidavit are true
and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

Deponent

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Hamid Noor **Vs.** Mst. Majida Noor etc.

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

Respectfully Sheweth:

1. That the petitioner has filed the above titled revision in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the revision may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the proceeding of the trial court in the case may kindly be stayed till the final decision of the present Revision.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

*Petitioner
Through*

Malik Shafiq Hanif
Advocate High Court

Syed Ijaz Ali Shah
Advocate High Court

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Hamid Noor **Vs.** Mst. Majida Noor etc.

(REVISION PETITION)

APPLICATION UNDER SECTION 151 CPC.

AFFIDAVIT OF: **Hamid Noor** son of Haji Noor Muhammad, resident of House No.12-S-144, Madina Chowk, Malik Park, Bilal Gunj, Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this 09th day of December, 2023 that the contents of the above affidavit are true

*and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

Deponent

IN THE COURT OF DISTRICT JUDGE LAHORE.

In re:

Hamid Noor **Vs.** Mst. Majida Noor etc.

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4.	<i>Power of attorney</i>	

Petitioner
Through

Malik Shafiq Hanif
Advocate High Court

Syed Ijaz Ali Shah

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

1. Abdul Hameed Khan	widower
2. Sumaira Hameed	daughter
3. Bushra Hameed	daughter
4. Naveed Khan	son
5. Imran Khan	son
6. Ehtesham Khan	son

Of Munawar Sultana,

residents of

Plaintiffs

V E R S U S

1. Public-at-Large.
2. Tehsildar Mouza Sehajpal, Tehsil Cantt., District Lahore.

3. Halqa Patwari Mouza Sehajpal, Tehsil Cantt.,
District Lahore.

Defendants

**SUIT FOR DECLARATION OF LEGAL HEIRS AND MANDATORY
INJUNCTION.**

Respectfully Sheweth:-

1. That the wife of plaintiff No.1 and mother of plaintiffs No.2 to 6 namely Munawar Sultana daughter of Bashir Khan died on 30.09.2023 and she left behind the plaintiffs as her legal heirs. Parents of deceased had also been died.

Copy of death certificate is attached herewith for kind perusal of this Hon'ble Court.

2. That the deceased Munawar Sultana left behind the Property/Plot No.106, land measuring 9-Marlas, bearing Khasra No.887, situated at Shah Chirag Scheme, Mouza Sehajpal, Tehsil Cantt., District Lahore, vide Sale Deed bearing Document No.5391, Book No.1, Volume No.794, Dated 14.04.1987, registered with the office of

Sub-Registrar Lahore Cantt., Lahore. Copy of
ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Munawar Sultana and they are entitled to inherit the said property.
4. That the plaintiffs approached to defendants No.2&3 and informed about the death of Munawar Sultana and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Munawar Sultana, regarding the above said property, but they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heir of Munawar Sultana. Hence this suit.
5. That the cause of action arose firstly when Munawar Sultana died and secondly when defendants No.2&3 refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with

regard to the above said property and the same is still continuing.

6. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit property is also situated at Lahore, and defendants No.2&3 has its office Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.

7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendants declaring the plaintiffs as legal heirs of deceased Munawar Sultana regarding above said property, in the interest of justice equity and fair play.

It is also prayed that defendants No.2&3 may kindly be directed to incorporate the names of the plaintiffs as sole owner of the above said property.

Any other relief which this Hon'able Court deems fit and proper may also be awarded.

Plaintiffs

Through

Ch. M. Naseer Gujjar
Advocate High Court

Ch. Farrukh Naseer Gujjar
Advocate High Court

Tajamul Waqar Maan
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this day December, 2023
that the contents of Paras No.1 to 4 are true to the
best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff No.1

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

Abdul Hameed son of Abdul Ghafoor, resident of House No.12, Street No.2, Miraj Park, Bagum Kot Near Government High School, Tehsil & District Lahore.

APPELLANT

Versus

1. Malik Salman Tariq son of Malik Muhammad Tariq, resident of House No.15-C, Street NO.18, Mohallah Nasir Park, Bilal Ganj, Lahore.
2. Mst. Naziran Bibi widow of Muhammad Latif, resident of House No.42, Street NO.2, Mohallah Meraj Park, Begum Kot, Shahdara, Lahore.

RESPONDENTS

APPEAL: UNDER ORDER XLIII CPC AGAINST THE ORDER DATED 21.12.2023, PASSED BY Mr. Muhammad Anwar, Learned Civil Judge, 1st Class, Lahore.

Respectfully Sheweth:

1. That the appellant filed a suit for _____ alongwith an Application under Order XXXIX, Rules

- 1 & 2 CPC against the respondents/defendants seeking interim relief.
2. That the arguments were advanced on behalf of the appellant and the version of the respondents was rebutted being false and frivolous but the learned trial court _____ the Application under Order XXXIX, Rules 1 & 2 CPC without considering the grievance of the appellant vide impugned order dated 21.12.2023.
3. That the verdict of the learned trial court is against the law and facts, hence the same is liable to be set aside, inter-alia on the following:

GROUNDS

- a. That the learned trial court ignored this reality that the appellant has good *prima facie* arguable case, balance of convenience lies in favour of the appellant, and if the ad-interim

injunctive order is not granted, the appellant shall suffer an irreparable loss and injury.

b. That the verdict of the learned trial court is against law and facts which has no legal value in the eyes of law.

c. That the learned trial court has illegally and unlawfully passed an order against the appellant.

d. That the impugned order is result of surmises and conjecture.

e. That the learned trial court while _____ the application totally failed to apply judicial mind and thus committed gross illegality.

f. That the verdict of the learned trial court is based on surmises and conjectures which is liable to be set aside.

g. That the impugned order is harsh in nature, which is not sustainable in the eyes of law and the appellant would suffer irreparable loss and

injury if impugned order is not set aside and the case is not decided on merit.

h. That the learned trial court did not give due consideration as to the documentary evidence available on record and decided the application in a slipshod manner.

PRAYER:

Under the above circumstances, it is respectfully prayed that by accepting the titled appeal, the impugned order dated 21.12.2023 may very kindly be set aside and Application under Order XXXIX, Rules 1 & 2 CPC may very kindly be _____ and respondents may very kindly be restrained from _____

It is further prayed that during the pendency of the titled appeal, operation of the impugned order dated 21.12.2023 may kindly be suspended.

Any other relief which this Honourable Court deems fit may also be awarded.

APPELLANT

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Abdul Hameed Vs. Malik Salman Tariq etc.

(APPEAL UNDER ORDER XLIII CPC)

AFFIDAVIT OF: **Abdul Hameed**

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying "**Appeal**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this ____ day of December,
2023 that the contents of the above affidavit are true and

correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Abdul Hameed Vs. Malik Salman Tariq etc.

(APPEAL UNDER ORDER XLIII CPC)

APPLICATION UNDER ORDER 41, RULE 5 READ WITH SECTION
151 C.P.C FOR SUSPENSION OF OPERATION OF IMPUGNED ORDER
DATED 21.12.2023.

Respectfully Sheweth:

1. That the petitioner has filed the above titled appeal in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the appeal may kindly be read as an integral part of this application.
3. That petitioner has a good *prima facie* case in his favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if interim relief is not granted, the petitioner shall suffer irreparable loss and injury.

Under the above circumstances it is, therefore, most respectfully prayed that till the decision of the appeal the operation of the impugned order dated 21.12.2023 may kindly be suspended in the interest of justice.

Ad-interim injunctive may also be granted to the appellant as prayed in the main case / appeal.

Petitioner

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Abdul Hameed Vs. Malik Salman Tariq etc.

(APPEAL UNDER ORDER XLIII CPC)

APPLICATION UNDER ORDER 41, RULE 5 READ WITH SECTION
151 C.P.C FOR SUSPENSION OF OPERATION OF IMPUGNED ORDER
DATED 21.12.2023.

AFFIDAVIT OF: Abdul Hameed

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying *Application* are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this day of December.
2023 that the contents of the above affidavit are true and
correct to the best of my knowledge and belief and
nothing has been concealed therein.

DEPONENT

To,

NOTICE UNDER ORDER XLIII, RULE 3 OF CPC FOR INTIMATION
OF APPEAL.

It is to inform you that an appeal under the titled "Abdul Hameed Vs. Malik Salman Tariq etc." has been prepared ready to be filed before District and Sessions Judge Lahore, against the order dated 21.12.2023 passed by Mr. _____, learned Civil Judge, Lahore. Enclosing copy of the same to this notice.

Yours Truly,

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Abdul Hameed Vs. Malik Salman Tariq etc.

(APPEAL UNDER ORDER XLIII CPC)

**APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE TITLED APPEAL.**

Respectfully Sheweth;-

1. That the applicant has filed the titled appeal in this Honourable Court, which is yet to be fixed for hearing.
2. That the contents of the appeal may kindly be read as integral part of this application.
3. That the applicant has filed the titled application with some delay due to some unavoidable circumstances as elucidated in the accompanying appeal and if delay (if any) in filing the titled application is not condoned, the applicant shall suffer an irreparable loss and injury, therefore, the applicant may very kindly be condoned the

delay (if any) in filing the titled application in the interest of justice.

Under the above circumstances, it is, most respectfully prayed that by accepting this application delay (if any) in filing the appeal may very kindly be condoned in the interest of justice.

Any other relief which this Honourable Court deems fit may also be awarded.

Appellant / Applicant

Through

Advocate High Court

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Abdul Hameed Vs. Malik Salman Tariq etc.

(APPEAL UNDER ORDER XLIII CPC)

APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE TITLED APPEAL.

AFFIDAVIT OF: **Abdul Hameed**

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying **Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore this ____ day of December,
2023 that the contents of the above affidavit are true and

correct to the best of my knowledge and belief and nothing has been concealed therein.

DEPONENT

IN THE COURT OF HON'ABLE DISTRICT JUDGE, LAHORE.

Civil Appeal No. _____ /2023

In re:

Abdul Hameed Vs. Malik Salman Tariq etc.

I N D E X

S. #	DESCRIPTION OF DOCUMENT	PAGES
1.	Appeal with affidavit	
2.	Copy of impugned order and other relevant documents	
3.	Stay application with affidavit	
4.	Power of attorney	

Appellant

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

1. **Fareeha Ikram** daughter
2. **Sobia Waqas Rathroe** daughter
3. **Raheel Ashraf** son
4. **Nabeel Ashraf** son
5. **Shahida Ashraf** widow

of Muhammad Ashraf, residents of House
No.15/2E, Phase-4, Gizri Boulevard, DHA, Lahore.

Plaintiffs

V E R S U S

1. Public-at-Large.
2. Lahore Development Authority, through its Director General, 467-D-II, LDA Complex Johar Town, Lahore.

Defendants

SUIT FOR DECLARATION OF LEGAL HEIRS AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

1. That the husband of plaintiff No.5 and father of plaintiffs No.1 to 4 namely Muhammad Ashraf son of Deen Muhammad died on 27.09.2017 and he left behind the plaintiffs as his legal heirs. Parents of deceased had also been died. The deceased contracted only one marriage.

Copy of death certificate is attached herewith for kind perusal of this Hon'ble Court.

2. That the deceased Muhammad Ashraf left behind the property land measuring 1-Kanal, 13-Marlas, bearing Khasra No.17761, Khata No.697, Mutation No.12991, situated at Mouza Niaz Baig, Tehsil & District Lahore. Copy of ownership document is attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Muhammad Ashraf and they are entitled to inherit the said property.
4. That the plaintiffs approached to defendant No.2 and informed about the death of Muhammad Ashraf and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Muhammad Ashraf, regarding the above said property, but they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked

for a decree for declaration from the competent court of law declaring them as legal heir of Muhammad Ashraf. Hence this suit.

5. That the cause of action arose firstly when Muhammad Ashraf died and secondly when defendant No.2 refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with regard to the above said property and the same is still continuing.
6. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit property are also situated at Lahore, and defendant No.2 has its office Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.
7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendants declaring the plaintiffs as legal heirs of deceased Muhammad Ashraf regarding above said property, in the interest of justice equity and fair play.

It is also prayed that defendant No.2 may kindly be directed to incorporate the names of the plaintiffs as sole owner of the above said property.

Any other relief which this Hon'able Court deems fit and proper may also be awarded.

Plaintiffs

Through

Mian Tahir Mahmood
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this day December, 2023
that the contents of Paras No.1 to 4 are true to the
best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff No.1

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

1. Faisal Qayyum son
2. Qaisar Qayyum son
3. Humaira Fareed Ahmed Khan
through SPA
4. Kalsoom Qayyum
Faisal Qayyum
5. Gul Rukh Imran
6. Fatima Qayyum daughters
7. Perveen widow
of Abdul Qayyum, residents of House No.37-O,
Wahdat Colony, Lahore.

Plaintiffs

V E R S U S

1. Public-at-Large.
2. Lahore Development Authority, through its Director General, 467-D-II, LDA Complex Johar Town, Lahore.

Defendants

SUIT FOR DECLARATION OF LEGAL HEIRS AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

1. That the husband of plaintiff No.7 and father of plaintiffs No.1 to 6 namely Abdul Qayyum son of

Abdul Aziz died on 14.12.2018 and he left behind the plaintiffs as his legal heirs. Parents of deceased had also been died. The deceased contracted only one marriage.

Copy of death certificate is attached herewith for kind perusal of this Hon'ble Court.

2. That the deceased Abdul Qayyum left behind the property/House No.536 Block-E1, M.A. Johar Town, Lahore, transfer Letter No.AD-II/LDA/7134, dated 25.07.2007.

Copy of ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Abdul Qayyum and they are entitled to inherit the said properties.

4. That the plaintiffs approached to defendant No.2 and informed about the death of Abdul Qayyum and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Abdul Qayyum, regarding the above said properties, but

they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heir of Abdul Qayyum. Hence this suit.

5. That the cause of action arose firstly when Abdul Qayyum died and secondly when defendant No.2 refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with regard to the above said properties and the same is still continuing.

6. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit properties are also situated at Lahore, and defendant No.2 has its office Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.

7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendants declaring the plaintiffs as legal heirs of deceased Abdul Qayyum regarding above said properties, in the interest of justice equity and fair play.

It is also prayed that defendant No.2 may kindly be directed to incorporate the names of the plaintiffs as sole owner of the above said properties.

Any other relief which this Hon'able Court deems fit and proper may also be awarded.

Plaintiffs

Through

Ch. Shakeel Ahmad Khara
Advocate High Court

Naseer Ahmad Kalyar
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this ____ day March, 2024
that the contents of Paras No.1 to 4 are true to the
best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff No.1

IN THE COURT OF MR. MUHAMMAD SHAFIQ, LEARNED CIVIL
JUDGE, LAHORE.

In re:

Muhammad Faisal Asghar
vs.
Mian Tanveer-uz-Zaman etc.

(CONTEMPT APPLICATION UNDER ORDER 39, RULE 2(3) READ WITH SECTION 151 CPC ON
BEHALF OF PETITIONER / PLAINTIFF)

APPLICATION FOR WITHDRAWAL OF THE TITLED CONTEMPT
APPLICATION.

Respectfully Sheweth;-

1. That the above titled contempt application is pending in this Hon'able Court and is fixed for _____.
2. That the applicant does not intend to pursue his case due to compromise between the parties of the titled contempt application, so due to this reason the petitioner intends to withdraw the above titled contempt application with permission to have right to file fresh contempt application if needed.
3. That in the interest of justice the petitioner is allowed to withdraw the said contempt application.

***In the circumstances mentioned above
it is most respectfully prayed that the
titled contempt application may very
kindly be dismissed as withdrawn with
permission to file fresh if needed.***

Any other relief which this Honourable Court deems fit may also be awarded.

Petitioner

Through

Amna Saeed-ur-Rehman
Advocate High Court

**IN THE COURT OF MR. MUHAMMAD SHAFIQ, LEARNED CIVIL
JUDGE, LAHORE.**

In re:

Muhammad Faisal Asghar
VS.
Mian Tanveer-uz-Zaman etc.

(CONTEMPT APPLICATION UNDER ORDER 39, RULE 2(3) READ WITH SECTION 151 CPC ON
BEHALF OF PETITIONER / PLAINTIFF)

**APPLICATION FOR WITHDRAWAL OF THE TITLED CONTEMPT
APPLICATION.**

AFFIDAVIT OF: **Muhammad Faisal Asghar** son of Mian Tanveer-uz-Zaman, resident of 138, Block-B, Sabzazar Scheme, Multan Road, Lahore

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of January, 2024
that the contents of the above affidavit are true and correct
to the best of my knowledge and belief and nothing has
been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____ /2024

Kashif Hammad Hassan son of

Plaintiff

V E R S U S

1. NADRA Regional Headquarters, through its Director General, office: 73-Trade Center, Opposite Expo Center, Johar Town, Lahore.
2. Public-at-large.

Defendants

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth; -

1. That the addresses of the parties are true and correct for the process of services summons and notices.
2. That concise facts and circumstances leading to the institution of present suit are that the real date of birth of the plaintiff is "06.12.1989". Copy of _____ is attached herewith.
3. That the plaintiff applied for his National Identity Card before defendant No.1, who by mistakenly mentioned the date of birth as "16.12.1992" instead of "06.12.1989" in National Identity Card of the plaintiff bearing No. _____.
4. That the plaintiff approached defendant No.1 for the correction of his date of birth as "06.12.1989" as per _____ record, but defendant No.1 refused

to listen the genuine request of the plaintiff and demanded a declaratory decree from the competent court of jurisdiction for this purpose, hence this suit.

5. That cause of action accrued in favour of the plaintiff and against defendant No.1s firstly when defendant No.1 mentioned the wrong entries in their record and finally when defendant No.1 refused to correct the same and demanded declaratory decree from the competent court of law and the same cause of action is still continuing.

6. That the plaintiff is residing at Lahore, the cause of action accrued at Lahore, therefore, this honorable court has got the jurisdiction to try and adjudicate upon the matter.

7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-2000/- which is exempt from payment of court fees.

PRAYER:

*Under the circumstances narrated above,
it is most respectfully prayed that a decree
for declaration may kindly be passed in favour
of the plaintiff and against defendant No.1
declaring therein that the plaintiff's actual
date of birth is "06.12.1989" instead of
"16.12.1992".*

*It is further prayed that defendant No.1
may kindly be directed to correct the date of
birth of the plaintiff in national identity
card as "06.12.1989" instead of "16.12.1992"
and issue new national identity card with
correct date of birth.*

*Any other relief which this Honourable
Court deems fit may also be awarded.*

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore this day of March, 2024
that the contents of Paras No.1 to 4 are true to the
best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff

**IN THE COURT OF MS. NAGMANA ANSAR, LEARNED CIVIL
JUDGE, LAHORE.**

In re:-

Muhammad Arshad
Versus
Zaheda Perveen

(APPLICATION ON BEHALF OF MUHAMMAD ARSHAD UNDER SECTION 12(2)
CPC ETC.)

**APPLICATION UNDER ORDER IX, RULE 9 READ WITH 151 CPC
FOR RESTORATION OF SUIT DISMISSED ON 17.04.2024 DUE
TO NON-PROSECUTION.**

May it please your honour:-

1. That the above titled suit was pending adjudication before this Honourable Court was dismissed due to non-prosecution on 17.04.2024.

2. That the clerk of the counsel of the applicant did not inform about the correct next date and due to this reason the titled suit was dismissed due to non-prosecution on 17.04.2024. The non-appearance of the applicant was neither intentional nor deliberate.
3. That it is settled principle of law as well as appreciated by the superior courts of the country in so many precedents that the cases should be decided on merits, rather than on the basis of technicalities, unless the parties are involved in the gross negligence. It is also pertinent to quote at this juncture that the legislator has recently added Article 10-A in the constitution of Islamic Republic of Pakistan 1973, that the fair trial should be conducted by the Honourable Courts.
4. That the valuable rights of the applicant involved in the titled suit.
5. That if the above titled suit is not restored on its original number, the applicant shall suffer irreparable loss and injury.

Under the circumstances, it is most respectfully prayed that application in hand may kindly be accepted and the above tilted suit may kindly be restored on its original number and status in the supreme interest of justice and fair play.

Any other relief which this Hon'able Court deems fit may also be awarded.

Applicant

Through

Advocate High Court
57D, Cantt., Lahore

**IN THE COURT OF MS. NAGMANA ANSAR, LEARNED CIVIL
JUDGE, LAHORE.**

In re:-

Muhammad Arshad
Versus
Zaheda Perveen

(APPLICATION ON BEHALF OF MUHAMMAD ARSHAD UNDER SECTION 12(2)
CPC ETC.)

**APPLICATION UNDER ORDER IX, RULE 9 READ WITH 151 CPC
FOR RESTORATION OF SUIT DISMISSED ON 17.04.2024 DUE
TO NON-PROSECUTION.**

AFFIDAVIT OF: **Muhammad Zaheer Minhas** Advocate
High Court, Aiwan-e-Adal, Lahore.

I the above named deponent solemnly affirm and declare on Oath
as under:

That the contents of the accompanying **Application** are true and
correct to the best of my knowledge and belief and nothing has been
concealed therein.

DEPONENT

VERIFICATION:

*Verified on Oath at Lahore this 24th day of
April, 2024 that the contents of the above affidavit
are true and correct to the best of my knowledge and
belief and nothing has been concealed therein.*

DEPONENT

**IN THE COURT OF MS. NAGMANA ANSAR, LEARNED CIVIL
JUDGE, LAHORE.**

In re:-

Muhammad Arshad
Versus
Zaheda Perveen

(APPLICATION ON BEHALF OF MUHAMMAD ARSHAD UNDER SECTION 12(2)
CPC ETC.)

(APPLICATION FOR RESTORATION)

**APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE APPLICATION FOR
RESTORATION OF TITLED PETITION.**

Respectfully Sheweth;-

1. That the applicant has filed the titled petition in this Honourable Court. Now the applicant has filed an application for restoration of the titled petition.
2. That the contents of the application for restoration may kindly be read as integral part of this application.
3. That the applicant has filed the titled application for restoration with some delay as all the facts has been narrated in the accompanying application for restoration and if delay (if any) in filing the application for restoration is not condoned, the applicant shall suffer an irreparable loss and injury, therefore, the applicant may very kindly be condoned the delay (if any) in filing the application for restoration in the interest of justice.

**Under the above circumstances, it is, most respectfully
prayed that by accepting this application delay (if any) in
fling the application for restoration may very kindly be
condoned in the interest of justice.**

**Any other relief which this Honourable Court deems fit
may also be awarded.**

Applicant

Through

Muhammad Zaheer Minhas
Advocate High Court
57D, Cantt., Lahore.

**IN THE COURT OF MS. NAGMANA ANSAR, LEARNED CIVIL
JUDGE, LAHORE.**

In re:-

Muhammad Arshad
Versus
Zaheda Perveen

(APPLICATION ON BEHALF OF MUHAMMAD ARSHAD UNDER SECTION 12(2)
CPC ETC.)

(APPLICATION FOR RESTORATION)

**APPLICATION UNDER SECTION 5 OF LIMITATION ACT FOR
CONDONATION OF DELAY IN FILING THE APPLICATION FOR
RESTORATION OF TITLED PETITION.**

AFFIDAVIT OF: **Muhammad Zaheer Minhas** Advocate
High Court, Aiwan-e-Adal, Lahore.

I the above named deponent solemnly affirm and declare on Oath
as under:

That the contents of the accompanying **Application** are true and
correct to the best of my knowledge and belief and nothing has been
concealed therein.

DEPONENT

VERIFICATION:

*Verified on Oath at Lahore this 24th day of April,
2024 that the contents of the above affidavit are true
and correct to the best of my knowledge and belief
and nothing has been concealed therein.*

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

Aqeel Ahmed son of Muhammad Anwar, resident of
Sheranwali Colony, Qanchi Amar Shadu, Lahore.

PLAINTIFF

Versus

Muhammad Asif Ali son of Muhammad Ajmal Naz, resident
of House No. 369, Nargis Block, Allama Iqbal Town,
Lahore.

DEFENDANT

SUIT FOR RECOVERY OF RS. 800,000/-.

Respectfully Sheweth:

1. That the addresses of the parties are correctly given in the head note of this suit for the purpose of services.

2. That the plaintiff is respectable and law abiding citizen of Pakistan and is residing at the above capitulated address.
3. That the brief facts agitating the present suit are that the defendant borrowed an amount of Rs. _____/- from the plaintiff in presence of witness with promised to pay the same after some time.
4. That after some time the plaintiff approached the defendant and requested him to pay the amount as per commitment to the plaintiff as he has promised before, but the defendant started to postpone the matter from one pretext or the other.
5. That a week before, the plaintiff with same request approached the defendant and apprised him to pay the amount, but the defendant straight

away flatly refused and extended threats of dire consequences, hence this suit.

6. That the cause of action accrued in favour of the plaintiff and against the defendant firstly when the amount was given by the plaintiff, secondly on each and every occasion when the defendant lingered the matter and finally when the defendant flatly refused return the amount to the plaintiff, which is still continuing.
7. That the parties to the suit are residing at Lahore, and the cause of action accrued at Lahore, therefore, this Honourable Court has got jurisdiction to adjudicate the matter.
8. That the value of the suit for the purpose of court fee and jurisdiction is fixed Rs.800,000/- and appropriate court fee will be affixed as per orders of this Honourable Court.

PRAYER:

Under the circumstances, it is, therefore, most respectfully prayed that a decree for the recovery of Rs.800,000/- may be awarded in favour of the plaintiff and against the defendants and the defendant be directed to pay the above said amount to the plaintiff in the interest of justice, equity and fair play.

Any other relief which this Honourable Court deems fit may also be awarded.

PLAINTIFF

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on _____ day of March, 2024 that the contents of Paras No.1 to 5 are correct to my knowledge and the remaining Paras

No. 6 to 8 thereof are correct to information and belief.

Plaintiff

GENERAL POWER OF ATTORNEY

BY THIS GENERAL POWER OF ATTORNEY, made day of January, 2024, I **Anmol Shahzad** wife of Muhammad Shahzad, permanent residing at Alhamad Park House No.89-A, Peco Road, Multan Chungi, Lahore, City, District Lahore Pakistan, presently resident at 14 Lorraine Court, 32-34 Camborne Road, London, Sutton Surrey, SM2 6RE United Kingdom (Hereinafter referred to as "**The Executant**") hereby constitute and appoint my general attorney to my father **Malik Altaf Hussain** son of Malik Lal Din, resident of House No.31-S-32B, Mohallah New Islamia Park, Tariq Road, Lahore. (Hereinafter referred to as "**General Power of Attorney Holder**"

The executant is owner of House No.3, land measuring 2-Marlas, situated at Hajvery Town, Hadbust Mouza Kakeyzai, Tehsil City, District Lahore, bearing Sale Deed Document No.2069, Book No.1, Volume No.4468, Dated 04.02.2017, Sub-Registrar Allama Iqbal Town, Lahore, through Mutation NO.6184, Dated 26.12.2023.

The executant authorizes his attorney to do the following acts;-

1. To negotiate for the sale, and sell, the above mentioned Property and to execute and register the necessary sale deed to the vendee on receipt of the consideration decided upon by the attorney and to deliver possession of the Property to the vendee.

2. To grant lease, gift, exchange, partition and rent out the same Property to any person or persons all of me against the consideration he deems proper as per market value, receive the consideration who are or contractual amount and signed the sale deed or execute other deeds on my behalf.
3. To appear and act in all courts, civil, revenue or criminal whether original or appellate, in the registration offices and in any other office of Excise & Taxation or Provincial Ombudsman (Provincial Mohtasib of Punjab) or any other local authority.
4. To file suits, plaints and verify, written statement, petitions of claims and objections, memorandum of appeal and petitions and applications of all kinds and to file the same in any such court, office or bank throughout in Pakistan.
5. To appoint any advocate, special attorney Counsel, Pleader, Mukhtar, Revenue agent or any other legal practitioner in connection of my above said Property.
Give Statement, record or produce evidence documentary as well as oral in the court of law, superior courts and any other department for transfer of the Property or to apply any document, file application and receive documents, related to my above mentioned Property.
6. To manage or improve the said Property by himself or through such other person and persons as any of my said attorney shall think proper from

- time to time to appoint for that purpose, to receive and take all and every of the rents issues and profits of and from my Property and upon payment thereof or any part or parts thereof respectively to execute and issue receipts, releases and other discharges from the same respectively.
7. To use and take all such lawful ways and means for the recovering or receiving obtaining or getting, defending or protecting my above mentioned Property.
 8. To apply and dispose of the moneys which shall from time to time come to the hands or power of my said attorney by virtue of the powers or authorities herein contained and which do or shall belong to me as attorney would think proper.

AND GENERALLY I do hereby agreed that all such acts, deeds or things legally done by my attorney be considered as acts, deeds and things done by me and I undertake to ratify and confirm the same as all whatever and whatsoever my attorney shall legally or cause to be done by virtue of this general power of attorney.

**IN THE COURT OF MR. MUJAHID KARIM, LEARNED CIVIL
JUDGE, LAHORE.**

Anjum Shahzad Khan son of Muhammad Iqbal Khan, resident of E-173-5, Airport Road, Lahore.

Petitioner
V E R S U S

1. Ashfaq XEN LESCO, Division Defence East, Lahore.

2. Raheel Kamran SDO LESCO, Sub-Division, Airport Road,
Lahore.

Respondents

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

**CONTEMPT APPLICATION UNDER ORDER 39, RULE 2(3) READ
WITH SECTION 151 C.P.C. ON BEHALF OF
PETITIONER/PLAINTIFF.**

Respectfully Sheweth:-

1. That the above titled suit is pending in this Honourable Court for adjudication and is fixed for 04.12.2023.
2. That the respondents/accused persons sent the bill of November 2023 of Rs.648,163/- which is contain qua current bill of Rs.2991.62 and arrears of Rs.645,171.38 which is illegal and unlawful.
3. That the arrears amount already had been challenged by the petitioner/plaintiff in this court and after hearing the both parties, this Honourable Court has confirmed the stay order vide order dated 05.03.2022 passed by predecessor of this court Ms. Shehla Rasheed, Learned Civil Judge, Lahore and specifically ordered to the respondents in the above said order dated 05.03.2022, that only current bill be issued to the plaintiff.
4. That the Para No.6 of this Order dated 05.03.2022 is hear by reproduced.

"in the view of the above the application of the plaintiff/petitioner is hear by accepted and defendants are restrained from disconnecting the electricity connection of the plaintiff/petitioner subject to payment of future current bills till final disposal of the suit"

5. That the above said sent bill is violation of the order dated 05.03.2022, which is contempt act of the respondents.
6. That on 24.11.2023, the applicant submitted the separate written application alongwith the copy of the plaint, proceeding and order dated 05.03.2022 to the respondents and requested them to correct the bill and petitioner is ready to pay the current bill and do not disconnect the electricity connection.
7. That the respondents are insane and corrupted mind persons. On 30.11.2023 at 11:00-AM, the respondents alongwith the gunda elements and with three employees came at the suit property and without notice and legal justification started to cut the electricity connection but timely intervention of the neighboring persons and petitioner, the respondents fled away with giving threats that they will come again with heavy force and forcibly disconnect the electricity connection of the petitioner. They also gave the abuses to this Honourable Court on passing the order dated 05.03.2022.
8. That the act of the respondents is illegal and unlawful and it is also contempt of this Honourable Court. This Court should be initiated the criminal proceedings against the respondents and

punishment should be awarded to the respondents on their illegal and contempt acts.

9. That according to the findings of the Supreme Court PLJ 1980 Page 252 in case of violation of court's order contemnor should be directed to obey the order passed by the Court and if the contemnor / contemnors fails to comply with the order then arrest warrants for contemnors may be issued and the property of them may also be attached and contemnors shall remain in civil prison until and unless they obey the order.
10. That if contempt proceedings are not initiated against the respondents the petitioner shall suffer irreparable loss and injury.

PRAYER:

In view of the submissions made above, it is, therefore, respectfully prayed that the application may very kindly be accepted and the respondents may very kindly be prosecuted under the relevant provisions of law for willful, deliberate, intentional, malafide and illegal disobedience of the aforesaid order dated 05.03.2022, passed the Honourable Court and strict legal action may kindly be taken against the respondents for the aforesaid violation and disobedience of the aforesaid order and a direction may also be issued for compliance of the aforesaid order dated 05.03.2022 in the interest of justice and law and the respondents may kindly be directed not to disconnect the electricity meter/supply subject to payment of current bill.

That the bail-able and non-bail-able warrants of the arrests may kindly be issued to the respondents and their salaries may kindly be attached and criminal proceedings may kindly be initiated against the respondents and the respondents may kindly be awarded the punishment and send to civil prison as a convicted and sentences persons and they also may kindly be dismissed from their posts/jobs.

Any other relief which this Hon'ble Court deems fit may also be awarded.

Petitioner

Through

Advocate High Court

IN THE COURT OF MR. MUJAHID KARIM, LEARNED CIVIL JUDGE, LAHORE.

In re:

Anjum Shahzad Khan **Vs.** Ashfaq XEN Lesco etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)

CONTEMPT APPLICATION

AFFIDAVIT OF:

Anjum Shahzad Khan son of Muhammad Iqbal Khan, resident of E-173-5, Airport Road, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying **Contempt Application** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of December, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

**IN THE COURT OF MR. MUJAHID KARIM, LEARNED CIVIL
JUDGE, LAHORE.**

In re:

Anjum Shahzad Khan **Vs.** Ashfaq XEN Lesco etc.

(CONTEMPT APPLICATION)

**APPLICATION UNDER SECTION 151 C.P.C. FOR RESTORATION
OF ELECTRICITY SUPPLY.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled contempt application in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the contempt application may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

It is, therefore, most respectfully prayed that the respondents may very kindly be directed to correct the bill and issue the current bill for payment and the respondents may kindly also be directed not to disconnect the electricity supply/meter subject to payment of current bill.

Any other relief which this Honourable Court deems fit and proper may also be awarded.

Petitioner

Through

Khalid Mahmood
Advocate High Court
1-Farid Kot Road, Lahore.

**IN THE COURT OF MR. MUJAHID KARIM, LEARNED CIVIL
JUDGE, LAHORE.**

In re:

Anjum Shahzad Khan **Vs.** Ashfaq XEN Lesco etc.

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION)
(CONTEMPT APPLICATION)

APPLICATION UNDER SECTION 151 C.P.C.

AFFIDAVIT OF: *Anjum Shahzad Khan son of Muhammad Iqbal Khan, resident of E-173-5, Airport Road, Lahore.*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying **Application** may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of December, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF BANKING JUDGE, LAHORE.

Suit No. _____ /2024

Anam Amin wife of Muhammad Uzair Naeem, resident of House No.7-C, Railway Officers Colony, Walton, Cantt., Lahore.

Plaintiff

V E R S U S

Bank of Punjab through its Recovery Manager, Lahore.

Defendant

SUIT UNDER SECTION 9 OF THE FINANCIAL INSTITUTION (RECOVERY OF FINANCES) ORDINANCE 2001 FOR DECLARATION WITH PERMANENT INJUNCTION REGARDING CREDIT CARD UNDER SECTION 9 OF THE BANKING COMPANIES (RECOVERY LOAN ADVANCES AND FINANCE ORDINANCE 2001 AS CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That the brief facts which have given rise to file the instant suit are that the defendant bank through its representative offer the plaintiff to enjoy the facility of credit card, the plaintiff accepted the same and ultimately **CREDIT CARD ACCOUNT NO.5238-2101-0546-5742 LIMIT RS.50,000/-** was issued to the plaintiff by the defendant. Copy of the credit card and statement is attached as **Annexure-A**.
2. That the plaintiff kept on making the payment of monthly bills and installments and there was no default on the part of plaintiff.
3. That the plaintiff was making this payment under bonafide impression of the defendant being a banking recovery officer and he never bother to look after the financial statement in routine. However the plaintiff visited the defendant bank and ask for the clearance of the credit card it reveals to the plaintiff that huge amount is still outstanding against the

- plaintiff in the form of late payment charges, finance charges, excess limit charges and credit protector premium etc.
4. That at the time of enhance certain documents were executed between the parties in bank. Copies of which were never supply to the plaintiff these documents were signed in good faith and bonafidely having faith on the business like attitude of the defendant. It is however relevant to mention here that the defendant at the time of application of the financing facilities made it clear to the plaintiff that it will get signed an agreement for financing hereby the terms and conditions shall be settled between the parties and the rate and charges will also be settle but till date no such agreement was got signed. The plaintiff has very apprehension that any such agreement will be planted upon the plaintiff the defendant till date has acted in violation of the banking law, whereby obtaining of the bank documents has been prohibited and any such documents shall be voidable at the option of the parties signing the same.
 5. That upon getting the alleged balance amount the plaintiff protested and requested the defendant not to charge such charges which were never agreed but the defendant did not pay any heed to the request of the plaintiff and threatened the plaintiff of charging illegal amounts from the plaintiff which is still continue.
 6. That the plaintiff otherwise is suspicious about the claim as the same seem to be exorbitant and by no stretch of imagination could reach to figure demanded against the approved as a total amount has already

been paid by the plaintiff to the defendant and nothing is to be recovered from the plaintiff.

7. That the defendant has received many installments without receipts and the plaintiff trusted upon him but the defendant with malafide and ulterior motives has not deposited the installment of the plaintiff in the account.
8. That the plaintiff approaches time and again to know the present situation of the installments and ledger but the defendant did not provide any information to the plaintiff about ledger.
9. That the defendant not only threatened to the plaintiff through its employees over telephones but also sent the gunda type people at plaintiff's house who used filthy language against the plaintiff and threatened for dire consequences to the plaintiff.
10. That these unscrupulous persons on behalf of defendant bank also threatened the plaintiff that the plaintiff would be in trouble, if the amount as demanded in the statement was not paid.
11. That the conduct of the defendant clearly predicts evil/illegal designs against the plaintiff.
12. That the cause of action arose in favour of the plaintiff and against the defendant firstly when the plaintiff himself approached to the defendant bank and requested him not to charge illegal charges and lastly when the defendant bank refused to listen the genuine request of the plaintiff and the same cause of action is still continues.
13. That the office of defendant is situated at Lahore, the cause of action arose at Lahore, therefore, this Hon'able Court got jurisdiction to adjudicate upon the matter.
14. That the value of the suit for the purpose of court fee and the jurisdiction of court is being fixed as Rs.2000/-.

PRAYER:

In view of the above submissions, it is, therefore, most respectfully prayed that a decree of declaration with permanent injunction may kindly be passed in favour of the plaintiff and against the defendant, declaring the act of the defendant as illegal null and void and defendant is not liable to pay receive, excessive amount, late payment charges, markup, etc.

It is further prayed that the defendant may kindly be restrained permanently from causing illegal harassment to the plaintiff and his family members and adopting coercive measures against the plaintiff.

Any other relief, which this Hon'able Court deem fit may also be awarded to the plaintiff.

Plaintiff

THROU

Ch. Tahir Nasarullah Warraich
Advocate Supreme Court

Rao Faheem Akhtar Khan
Advocate high Court

10-Fane Road Lahore.

VERIFICATION:

Verified on Oath at Lahore on this ____ day of January, 2024 that the contents of suit Para Nos.1 to 11 are true and correct to the best of my knowledge and rest of Paras Nos.12 to 14 are correct to my best information and belief.

Plaintiff
IN THE COURT OF BANKING JUDGE, LAHORE.

In re:

Anam Amin Vs. Bank of Punjab

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION 151 C.P.C.

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondent.

5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

*It is, therefore, most respectfully prayed the respondents may very kindly be restrained from
till the final decision of the titled suit.
Ad-interim injunctive order may kindly be passed in favour of
the petitioner till the final disposal of this suit.*

Petitioner

THROUGH:

Ch. Tahir Nasarullah Warraich Advocate Supreme Court	Rao Faheem Akhtar Khan Advocate high Court <u>10-Fane Road Lahore.</u>
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IN THE COURT OF BANKING JUDGE, LAHORE

In re:

Anam Amin Vs. Bank of Punjab

(SUIT FOR DECLARATION WITH PERMANENT INJUNCTION ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION 151 C.P.C.

AFFIDAVIT OF: **Anam Amin** wife of Muhammad Uzair Naeem, resident of House No.7-C, Railway Officers Colony, Walton, Cantt., Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying ***Application*** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this _____ day of January, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF BANKING JUDGE, LAHORE.

Suit No. _____ /2024

In re:

Anam Amin Vs. Bank of Punjab

INDEX

Sr. No.	Description of documents	Dated	Pages
1.	Suit		
2.	Stay application with affidavit		
3.	Copies of relevant documents		
4.	Power of attorney		

Plaintiff

THROUGH:

Ch. Tahir Nasarullah Warraich **Rao Faheem Akhtar Khan**
Advocate Supreme Court Advocate high Court
10-Fane Road Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____ /2024

Amna Sarwar daughter of Muhammad Sawrar, wife of Imran Ali, resident of Gulistan Colony No.2, Street No.12, Pull Bandianwala, Chungi Amar Sadhu, Lahore.

Plaintiff
V E R S U S

1. Union Council No.125, through its Secretary Manga Mandi, District Lahore.
2. Qari Abdul Razzaq son of Feroz Din, Imam Masjid Manga Qila Kasoke, Tehsil & District Lahore.
3. Public-at-large.

Defendants

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That the addresses of the parties are true and correct for the process of services summons and notices.

2. That concise facts and circumstances leading to the institution of present suit are that the real date of birth of the plaintiff is "10.05.2000". Copies of B-Form and Birth Certificate are attached herewith.

3. That on 23.05.2016, the plaintiff got married with Imran Ali and Nikkah Nama was written by the defendant No.2, who wrongly mentioned date of birth the petitioner as "10.05.1998" instead of "10.05.2000" in Nikkah Nama of the plaintiff.

4. That the plaintiff approached defendants for the correction of his date of birth on Nikkah Nama as "10.05.2000" as per B-Form, Birth Certificate, but defendant No.1 refused to listen the genuine request of the plaintiff and demanded a declaratory decree from the competent court of jurisdiction for this purpose, hence this suit.

5. That cause of action accrued in favour of the plaintiff and against defendant No.2 firstly when

defendants mentioned the wrong entries in their record and finally when defendants refused to correct the same and demanded declaratory decree from the competent court of law and the same cause of action is still continuing.

6. That the plaintiff is residing at Lahore, the cause of action accrued at Lahore, therefore, this honorable court has got the jurisdiction to try and adjudicate upon the matter.

7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-2000/- which is exempt from payment of court fees.

PRAYER:

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against defendants declaring therein that the plaintiff's actual date of birth is "10.05.2000" instead of "10.05.1998".

It is further prayed that defendant No.1 may kindly be directed to correct the date of birth of the plaintiff in national identity card as "10.05.2000" instead of "10.05.1998" and issue new Nikkah Nama with correct date of birth.

Any other relief which this Honourable Court deems fit may also be awarded.

Plaintiff

Through

Muhammad Tanveer Anjum
Advocate High Court

Ch. Muhammad Ashfaq
Advocate High Court
Office No.6, 5th Floor,
Saf Center, 8-Fane Road, Lahore.

VERIFICATION:

Verified on Oath at Lahore this ____ day of March, 2024
that the contents of Paras No.1 to 4 are true to the

best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff

IN THE LAHORE HIGH COURT, LAHORE.

Writ Petition No._____ /2024

Hafiz Muhammad Amjad Sharif son of Muhamad Sharif, resident of House No.6, Street No.8, Mohallah Scheme Morr, Rahed Park, Multan Road, Lahore.

Petitioner

V E R S U S

1. ***Additional District Judge, Lahore.***
2. ***Family Judge, Lahore.***
3. ***Shumaila Yousaf*** daughter of Muhammad Yousaf
4. ***Hurab*** daughter of Hafiz Muhammad Amjad Sharif
5. ***Hurain*** daughter of Hafiz Muhammad Amjad Sharif
6. ***Muhammad Ahmed*** son of Hafiz Muhammad Amjad Sharif
7. ***Muhammad*** son of Hafiz Muhammad Amjad Sharif
Respondents No.4 to 7 are minors through petitioner No.3

Residents of House No.68, Jafar Town, Near Jan Muhammad Road, Raiwind Road, Lahore.

Respondents

WRIT PETITION UNDER ARTICLE 199 OF THE CONSTITUTION OF THE ISLAMIC REPUBLIC OF PAKISTAN, 1973.

Respectfully Sheweth:-

1. That the addresses of the parties are correctly given in the head note of this writ petition for the purpose of services.
2. That the brief facts of the instant Writ Petition are that respondents No.3 to 7 filed suit for dissolution of marriage on the basis of khula, dowry articles and recovery of maintenance allowance and delivery expenses of minors against petitioner.
3. That the suit was decree vide judgment and decree dated 14.09.2022.
4. That respondents No.3 to 7 filed execution petition, petitioner appeared and filed an application for setting aside judgment and decree dated 14.09.2022.
5. That petitioner filed objection petition and prayed for dismissal of execution petition.

6. That vide order dated 27.11.2023 the execution petition was consigned to record room by learned Respondent No.2.
7. That respondents No.3 to 7 filed an appeal against the said order which was allowed vide impugned judgment dated 29.03.2024.
8. That the impugned order dated 29.03.2024 is harsh in nature and the same is liable to be set aside inter-alia on the following:-

GROUNDS

- a. That the learned court below has passed the impugned order against the facts and against the law, liable to be set-aside.
- b. That the learned court below failed to proceed the case fairly and properly and ignored the verdicts of the superior courts, hence the impugned order is liable to be set aside.

- c. That the findings of the learned trial court suffer from legal defects.
- d. That the impugned order is not reasoning and based on surmises and conjectures.
- e. That the learned trial court has passed the impugned order in hasty manner, hence the impugned order is liable to be set-aside.
- f. That impugned order is against the statutory provision hence liable to be set-aside.
- g. That if the impugned order is not set-aside the petitioner would suffer irreparable loss, injury and ultimately would be resulted in serious miscarriage of justice.

PRAYER:

It is, therefore, respectfully prayed that the present revision may kindly be accepted and the

impugned order dated 29.03.2024 may kindly be set-aside, and appeal filed by respondents No.3 to 7 may very kindly be dismissed with special costs.

Any other relief which this Hon'able Court deems fit may also be awarded.

Petitioners

Through

Advocate High Court

CERTIFICATE:

As per instruction of my client, this is the ***First Writ Petition*** on the subject cited above, before this Hon'able Court.

Advocate

IN THE LAHORE HIGH COURT, LAHORE.

Writ Petition No. _____ /2024

In re:

Hafiz Muhammad Amjad Sharif **Vs.** *ADJ etc.*

**WRIT PETITION UNDER ARTICLE 199 OF THE CONSTITUTION
OF THE ISLAMIC REPUBLIC OF PAKISTAN, 1973.**

AFFIDAVIT OF: ***Hafiz Muhammad Amjad Sharif*** son of Muhamad Sharif, resident of House No.6, Street No.8, Mohallah Scheme Morr, Rahed Park, Multan Road, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying **Writ Petition** may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of October, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

IN THE LAHORE HIGH COURT, LAHORE.

C.M. No. _____ /2024

IN
Writ Petition No. _____ /2024

In re:

Hafiz Muhammad Amjad Sharif **Vs.** *ADJ etc.*

APPLICATION UNDER SECTION 151 CPC FOR DISPENSING OF
DOCUMENTS.

Respectfully Sheweth:-

1. That the petitioners has filed the above titled writ petition alongwith copies of various documents, but certified copies of Annexures could not be filed.
2. That keeping in view the urgency of the matter it shall be appropriate to dispense with the filing of certified copy of annexures, and to entertain and decide the matter on merits.

Under the above circumstances, it is, most respectfully prayed that filing of certified copy of Annexures may kindly be dispensed with and the writ petition may kindly be entertained and decided on merits in the interest of justice.

IN THE LAHORE HIGH COURT, LAHORE.

C.M. No. _____ /2024
IN
Writ Petition No. _____ /2024

In re:

Hafiz Muhammad Amjad Sharif **Vs.** *ADJ etc.*

APPLICATION UNDER SECTION 151 CPC FOR DISPENSING OF
DOCUMENTS.

AFFIDAVIT OF: *Hafiz Muhammad Amjad Sharif son of Muhamad Sharif, resident of House No.6, Street No.8, Mohallah Scheme Morr, Rahed Park, Multan Road, Lahore.*

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying **Application** may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of October, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

IN THE LAHORE HIGH COURT, LAHORE.

C.M. No. _____ /2024

IN

Writ Petition No. _____ /2024

In re:

Hafiz Muhammad Amjad Sharif **vs.** *ADJ etc.*

APPLICATION UNDER SECTION 151 CPC.

Respectfully Sheweth:-

1. That the petitioners has filed the titled petition which is yet to be fixed for hearing.
2. That the contents of the writ petition may kindly be read as integral part of this application.
3. That the petitioners has good *prima facie* case in his favour, which is likely to be succeeded.
4. That the balance of convenience is also lies in favour of the petitioners.
5. That if interim relief as prayed for is not granted, the petitioners shall suffer irreparable loss and injury.

It is, therefore, most respectfully prayed that during the pendency of Writ Petition

IN THE LAHORE HIGH COURT, LAHORE.

C.M. No. _____ /2024
IN
Writ Petition No. _____ /2024

In re:-

Hafiz Muhammad Amjad Sharif **vs.** *ADJ etc.*

APPLICATION UNDER SECTION 151 CPC.

AFFIDAVIT OF: ***Hafiz Muhammad Amjad Sharif*** son of *Muhamad Sharif*, resident of House No.6, Street No.8, Mohallah Scheme Morr, Rahed Park, Multan Road, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying **Application** may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of October, 2024 that the contents of the above affidavit are true and correct to the best of my knowledge and belief.

Deponent

IN THE LAHORE HIGH COURT LAHORE.

Writ Petition No._____ /2024

In re:

Hafiz Muhammad Amjad Sharif Vs. ADJ etc.

I N D E X

S. #	DESCRIPTION OF DOCUMENT	DATED	PAGES
1.	<i>Writ Petition with affidavit</i>		
2.			
3.			
4.			
5.			

	<i>Application for dispensation with affidavit</i>		
	<i>Application for stay with affidavit</i>		
	<i>Power of attorney.</i>		

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2023

*Muhammad Aamir Nadeem son of Khadim Hussain, resident of
Block-A, Mehar Fayyaz Colony.*

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN LESCO**, Division Mughal Pura, Lahore.
3. **Revenue Officer LESCO**, Division Mughal Pura, Lahore.
4. **SDO LESCO**, Sub-Division, Fateh Garh, Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH PERMANENT
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No.0611345035609U, Meter No.S-4152152** is under the use and occupation of the plaintiff, the plaintiff is using the said connection and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff. The electricity connection is installed in the name of Zaffar Iqbal son of Muhammad Basheer while presently the connection is in the usage of plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him, except the false and bogus amount which is imposed by defendants.
3. That the defendants illegally and unlawfully without considering the routine unit send a bill for the month **November 2023 of Rs.10,3427/-, including arrear of Rs.93451/-** without considering the actual consumption of the plaintiff and current bill of Rs.9976/-
4. That the plaintiff contacted to the defendants and requested them to correct the bill of the plaintiff and send original bill but the defendants refused to listen the genuine request of the plaintiff and threatened the plaintiff that if the plaintiff failed to pay the impugned bill of **November 2023 of Rs.10,3427/-, including arrear of Rs.93451/-** they will disconnect the electricity connection of the plaintiff at any cost.
5. That a day before yesterday defendants No.2&3 came at the above said property and tried to disconnect the electricity supply of the plaintiff, but timely intervention of the plaintiff and respectables of the locality they failed to do so and they left the spot and extended threats to the plaintiff that they will come again and disconnect his electricity connection.
6. That the plaintiff numerously approached to the defendants and requested them to send bill as per routine units, but they are adamant to send excessive bill to the plaintiff illegally, unlawfully and without considering the actual consumption of the plaintiff, hence this suit.
7. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of **November 2023 of**

- Rs.10,3427/-, including arrear of Rs.93451/- and finally when the defendants refused to listen the genuine request of the plaintiff and tried to disconnect the electricity supply of the plaintiff and the same cause of action still continuing.
8. That the parties of the suit are residing at Lahore, the cause of action accrued at Lahore, hence this Hon'ble Court has got jurisdiction to adjudicate upon the matter.
 9. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.750/- which is exempted from payment of court fee.

PRAYER:-

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bill of November 2023 of Rs.10,3427/-, including arrear of Rs.93451/- as illegal, unlawful, void, ab-initio and without considering the routine bill.

It is further prayed that the defendants may kindly be directed to correct the said impugned bill and to receive actual bill as per actual consumption.

It is also prayed that the defendants may kindly be restrained from disconnecting the electricity supply of the plaintiff illegally, unlawfully and forcibly.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Rana Samee Ullah khan Ahmed
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this **04th day of December, 2023** that the contents of the above plaint from Paras No.1 to 6 are true and correct to the best of my knowledge and rest of the Paras No.7 to 9 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Aamir Nadeem Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION 151
C.P.C.

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.
4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

It is, therefore, most respectfully prayed that the respondents may very kindly be restrained from disconnecting the petitioner's electricity connection till the final decision of this suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner till the final disposal of this suit.

Petitioner

Through

Rana Samee Ullah khan Ahmed
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Muhammad Aamir Nadeem Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C.

AFFIDAVIT OF: *Muhammad Aamir Nadeem son of Khadim Hussain, resident of Block-A, Mehar Fayyaz Colony.*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this 4th day of December, 2023 that the contents of the above affidavit are true and correct to

the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Amir Ghafoor son of Abdul Ghafoor, resident of House No.E-479/5,
Peer Colony, Cantt., Lahore.

Plaintiff

V E R S U S

Abdul Ghafoor son of Din Muhammad, resident of House
No.E-479/5, Peer Colony, Cantt., Lahore.

Defendant

SUIT FOR DECLARATION WITH PERMANENT INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.

- 2- That succinctly the facts necessitating for the filing of instant suit are that the plaintiff is lawful owner in possession of a **Property/House No.E-479/5, land measuring 6-Marlas, bearing Khasra No.617-Min, Khewat No.191. Khatouni No.1043, situated at Abadi Peer Colony, Hadbust Mouza Koray, Tehsil Cantt., District Lahore.** (Hereinafter called the ***Suit Property***).

Copy of Gift Deed is attached for the kind perusal of this Honourable Court.

- 3- That the plaintiff is enjoying the peaceful and lawful possession of the suit property without any interference and interruption from any corner and the possession of the plaintiff is uninterrupted from any corner.
- 4- That the defendant has no concern, title or interest regarding the above said suit property and the plaintiff is legal and lawful owner in possession of suit property.
- 5- That a day before yesterday the defendant accompanying with some gunda elements came at the suit property and tried to dispossess the plaintiff from the suit property illegally, unlawfully and forcibly but due to timely

intervention of the respectable and plaintiff the defendant failed to do so and left the spot while extending threats that the defendant will come again with more force and will dispossess the plaintiff from the suit property.

- 6- That the plaintiff asked the defendants that the defendants have no title or interest with the suit property and the defendants should restrain from illegal acts and designs but the defendants are not ready to listen the genuine request of the plaintiff and extended threats for dispossession from the suit property, hence this suit.
- 7- That if by way of permanent injunction the defendant is not restrained from doing illegal acts and designs, the plaintiff shall suffer irreparable loss and injury.
- 8- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant tried to interfere into the peaceful possession of the plaintiff and finally when the defendants flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.

- 9- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.
- 10- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for permanent injunction may kindly be passed in favour of the plaintiff and against the defendants; restraining the defendants from interfering into the peaceful possession of the plaintiff over the suit property illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Advocate High Court
Aiwan-e-Adal, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of January, 2024 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Amir Ghafoor **Vs.** Abdul Ghafoor

(SUIT FOR PERMANENT INJUNCTION _____)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained

till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

Advocate High Court
Aiwan-e-Adal, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Amir Ghafoor **Vs.** Abdul Ghafoor

(SUIT FOR PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF:

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of January, 2024
that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

PECIAL POWER OF ATTORNEY

Know all men that I, **Ambar Asad** daughter of Muhammad Mushtaq, (having Passport # AG1872623 & CNIC # 35202-7902262-6), resident of Building No.17, Apartment-7B, Block-B, Askari-11, Lahore, presently resident at Building # 6778, P.O. Box # 4068, Riyadh-13214, Street Ibn Arin, Area Hai Al-Quds. As the executant is currently residing in Riyadh, Saudi Arabia, therefore, the executant is unable to look after the matters concerning to **Divorce**. So the executant, do hereby nominate, constitute and appoint **Zain Khan** son of Amanullah Khan, (having CNIC # 35202-2014671-9) resident of House No.35, Street No.3, Clifton Colony, Lahore, as my special power of attorney holder in my name and on my behalf to look after all matters concerning to my above said matter, therefore, my special attorney is authorized to do the following acts on my behalf:-

1. To file case, pursue it and to deal all my matters with regard to **divorce**.
2. To sign and verify the case, reply, written statements, affidavits, petitions and other miscellaneous applications and to file them in any such court, civil & criminal or Up to Supreme Court office and record his statement on my behalf and also produce evidence oral as well as documentary in this regard.
3. To appoint any advocate or any other legal practitioner in the concerned case.
4. To appoint guardian of minors
5. To file all type of cases with regard to above said matters and also to defend all cases.
6. To file appeal, revision, review, execution petition etc.
7. To apply for the inspection of judicial records.
8. To accept service of any summons, notice or writ issued by any court or office in this respect.
9. To record his statement and produce all sorts evidence oral as well as document on my behalf as my lawful attorney.
10. Specially to do all lawful acts necessary for the above mentioned matter.

AND I HEREBY agree that all acts, deeds and things lawfully done by my said attorney with regard to above referred case shall be construed as acts, deeds, and things done by me and I undertake to ratify and confirm all and whatsoever, that my said attorney shall lawfully do or cause to be done for me by virtue of the power hereby conferred.

**IN THE COURT OF MR. BASHIR AHMED, LEARNED CIVIL
JUDGE, LAHORE.**

2nd AMENDED PLAINT.

Mst. Alvena Sultan daughter of Mehmood Sultan, resident of House No.5, Street No.5, Mohallah Quaid-e-Millat Colony, Chungi Amar Sidhu, Lahore.

Plaintiff
VERSUS

Muhammad Siddique Mirza (deceased) son of Mirza Rehmat Ali Khan through his legal heirs:-

- a. Mst. Safia Bibi widow of Muhammad Siddique Mirza, resident of House No.S72, Park Hills Road, Bury, Lancashire, Manchester BL9-9AP, United Kingdom.
- b. Abdul Raza Siddique son of Muhammad Siddique Mirza, resident of 169-Rochdale Road, Bury BL9 7BB, Lancashire, Manchester United Kingdom.
- c. Abdul Rehman son of Muhammad Siddique Mirza, 72, Park Hills Road, Bury BL9, 9AP, Lancashire, Manchester, United Kingdom.
- d. Muhammad Abdullah Mirza son of Muhammad Siddique Mirza, resident of 142-Middleton Road, Manchester MB 4LB Lancashire United Kingdom.
- e. Adam Ali son of Muhammad Siddique Mirza, resident of 288-Reddish Road, Stockport, Lancashire, SK5, 7EW, United Kingdom.
- f. Zahida Bibi wife of Khadim Hussain daughter of Muhammad Siddique Mirza, resident of Village Sima Afghana, Post Office Chak Polat, District Jhelum, Pakistan.
- g. Khadija Bibi wife of Allah Ditta daughter of Muhammad Siddique Mirza, resident of Raza House, Old Railway Line, Mohallah Khalidabad, Sarai Alamgir, District Gujrat, Pakistan.
- h. Kalsoom Bibi wife of Talib Hussain daughter of Muhammad Siddique Mirza, resident of Talib House, Butt Kabab Street, Mohallah Islampura, District Jehlum Pakistan.

- i. Syeda Hussain wife of Mehboob Hussain, daughter of Muhammad Siddique Mirza, resident of 74-Park-Hills Bury, Lancashire BL9 9AP, United Kingdom.
- j. Asia Bibi wife of Shahbaz Ali, daughter of Muhammad Siddique Mirza, resident of 23-Shephad Street, Bury, Lancashire BL9, ORT United Kingdom.

Defendant

**SUIT FOR SPECIFIC PERFORMANCE OF AGREEMENT TO SELL
DATED 02.06.2023, RECOVERY OF POSSESSION CONSEQUENTIAL
RELIEF AND OF PERMANENT INJUNCTION.**

Respectfully Sheweth:-

- 1-A. That earlier suit on the same title with same parties were withdrawn on 05.07.2023 with the permission to file fresh after removing the technical faults as after filing of previous suit a new agreement on 02.06.2023 was written between parties which were mentioned in Application U/o 23 Rule 1 CPC. Copy of previous suit with certified copy order dated 05.07.2023 alongwith application mentioned in Para are attached with plaint.
- 1-B **That the 2nd amended plaint is being filed as per order of this Honourable Court.**
 - 1. That the brief facts for cause of filing this case before this Hon'able Court are that the defendant being owner on the basis of General Power of Attorney bearing Document No.296, Book No.4, Volume No.214, Dated 28.04.2023 of a Property/ House Land measuring 20-Marlas, bearing Previous Intiqal/ Mutation Serial 4842, 4843, 4844, 4845, registered with the office of Sub-Registrar Lahore after that on the basis of registry Bearing Document No.4979, Book No.1, Volume No.2266, passed Dated 19.02.1986 after that Present Mutation No.5984

was allotted on 20.01.1987 bearing Khasra No.2373/134,
Bearing Khewat No.939, Khatouni No.2158, Jamanbandi Year
2001-2002 situated at Plot No.39-C/5, Hadbust Mouza Sultan
Mehmood Road, Shalamar Town, District Lahore (hereinafter called the **Suit Property**) entered into an agreement to sell dated 02.06.2023 with the plaintiff regarding the sale of above suit property against the consideration of Rs.1,20,00,000/- and the defendant received Rs.1,11,50,000/- as earnest money in the presence of witnesses. While the balance amount was agreed to be paid by the plaintiff to the defendant at the time of execution/registration of sale deed of the above referred property and the possession of the suit property was not handed over to the plaintiff at the time of agreement to sell whereas original documents of suit property were handed over to plaintiff as mentioned in suit. Copy of agreement to sell and certified copy of General Power of Attorneys, copy of sale deeds and jamabandi are attached herewith for kind perusal of this Honourable Court.

2. That the plaintiff time and again approached the defendant and requested the defendant to receive remaining amount of Rs.8,50,000/- and transfer the suit property in favour of the plaintiff and also to handover the possession to the plaintiff but the defendant started to make lame excuses and the defendant did not get register the sale deed in favour of the plaintiff.
3. That now the plaintiff got information through reliable sources that the defendant with malafide intention just to usurp the handsome amount of the plaintiff is going to sell the suit property to a third party which is against the law and violation of agreement to sell.

4. That the plaintiff alongwith respectable of the locality time and again approached the defendant and requested the defendant to receive the balance amount and to transfer/ handover the possession of the suit property to the name of plaintiff as per terms and conditions of the agreement to sell when he was in Pakistan but the defendant despite of repeated reminders and requests in this behalf lingered on the matter on one pretext or the other which shows the malafide intention of the defendant and now went abroad U.K. the address given in general power of attorney.
5. That the plaintiff is always ready and willing to perform her part of obligations by paying the balance sale price of the property to defendant subject to the transfer of the suit property by defendant in his favour and the plaintiff has left no stone unturned to end up positively. While on the other hand the defendant by his conduct clearly showed that the defendant is not ready to perform his obligations under the agreement to sell and wants to sell out the suit property to any other person.
6. That if by way of permanent injunction the defendant is not restrained from doing illegal act and transferring, selling, alienating the suit property to anyone, the plaintiff shall suffer irreparable loss and injury.
7. That the cause of action firstly accrued when the defendant entered into agreement to sell regarding the above suit property with the plaintiff. The cause of action further arose when it came into the knowledge of the plaintiff that the defendant is going to sell the suit property to any other person illegally and unlawfully and lastly when the defendant failed to

listen the genuine request of the plaintiff and the same cause of action is still continues and finally when defendant went to U.K and refused to execute the sale deed and also to fulfill the requirements of the agreement dated 02.06.2023.

8. That the parties to the suit were residing at Lahore and thereafter shifted to United Kingdom after entering into agreement to sell dated 02.06.2023 agreement was executed at Lahore, property in question is situated at Lahore, the cause of action also arose at Lahore, therefore, this Honourable Court has got jurisdiction to entertain the suit.
9. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs.1,20,00,000/- and appropriate court fee of Rs.15,000/- shall be fixed as per order of this Hon'ble Court.

PRAYER:

In view of the above submissions, it is respectfully prayed that a decree for Specific performance of agreement to sell dated 02.06.2023 and handover the possession of the suit property may kindly be passed in favour of the plaintiff against the defendant directing the defendant to perform his part of obligations under the sale agreement to sell and to handover the possession, transfer the suit property in favour of the plaintiff, on receipt of balance amount of consideration mentioned in the agreement to sell. Otherwise the court may also kindly order to transfer the suit property through process of the court and the plaintiff is also ready to deposit the balance amount in the court.

It is further prayed that a decree for permanent injunction may also be passed in favour of the plaintiff and

against the defendant that the defendant may kindly be restrained permanently from selling, alienating or transferring the property in question except the plaintiff illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief to which the plaintiff is found entitled may also be granted. Costs of the suit may also be awarded against the defendant.

Plaintiff

Through:-

SHAHZAD AHMED BHATTI
Advocate High Court
Attorneys-at-law
MALIK A.R ARSHED & LAW CO.
Regal Street, 61-The Mall, Lahore.

VERIFICATION:

Verified on Oath at Lahore on ____ day of January, 2024 that the contents of paras 1-A to 6 are correct to my knowledge and the remaining paras 7 to 9 thereof are correct to information and belief.

Plaintiff

IN THE COURT OF ANEELA SAEED LEARNED CIVIL JUDGE,
LAHORE.

Civil Suit _____ 2021/

In re:-

Mst. Almas begum etc. **Vs.** Zia Arshad etc.

(SUIT FOR DECLARATION, POSSESSION WITH PERMANENT INJUNCTION)

WRITTEN STATEMENT ON BEHALF OF DEFENDANT NO.1.

Respectfully Sheweth;:-

PRELIMINARY OBJECTIONS:

1. That the suit has been filed with malafide and ulterior motives while concealing real and true facts so the suit is liable to be dismissed.
2. That the suit of the plaintiff is not maintainable, in its present form, either in law or on facts, so liable to be dismissed.
3. That the plaintiff has not approached this Honourable Court with clean hands.
4. That the plaintiff has no cause of action against the answering defendant, as well as suit is time barred, hence the plaint merits to be rejected forthwith, under Order VII, Rule 11 CPC.
5. That the plaintiff has no locus standi to file the suit against the answering defendant as they have already filed their conceding written statement in favour of defendant (Zia Arshad) in another suit filed by answering defendant titled (Zia Arshad Vs. Boota etc. in year 2013 still pending in this Honourable Court) in which present plaintiffs are defendant NO.3&4.
6. That plaintiff have no concern have suit property as they have already sold it after receiving total consideration amount (Zare Saman) from defendants as plaintiffs did not object after words when defendant

No.1 had constructed a double story House on it and from that date defendant No.1 also residing and enjoying his peaceful over suit property till 2021 and afterwards it was sold to another party Rana Ishfaq who is still in possession of suit property now hence suit is not proceed able in the eyes of law.

7. That after filing of Power of Attorney of their council as well as conceding written statement dated 10.02.2018 after affixation of thumb impressions and signatures on it by plaintiffs in this Honorable Court, no protest or application was filed by plaintiffs, hence petition dated 16.12.2021 filed by plaintiffs in suit titled Zia Arshad Vs. Boota to discard their written statement was dismissed on 22.12.2023 after due process by this Honourable Court having no merits (Copy of application is attached).
8. That plaintiff filed present suit only to Harass and blackmail defendants with malafide intention to grab further money from defendants having no right.

ON MERITS:

1. That Para No.1 is correct.
2. That Para No.2 is totally incorrect and wrong hence denied vehemently. In fact plaintiffs have sold out their plot No.602 (suit property) to defendant No.5 who further sold it to defendant No.1 Zia Arshad, answering defendant himself constructed a house on it after spending a huge amount from his pocket, so plaintiffs has no concern with suit property now.

3. That Para No.3 is incorrect and wrong hence denied vehemently to the extent of possession, rest of Para is not related to answering defendant.
4. That Para No.4 is not related to answering defendant, so no need to reply.
5. That Para No.5 is incorrect and wrong hence denied vehemently. In fact after filing conceding written statement dated 10.02.2018 by plaintiffs in this Honorable Court, no protest or application was filed by plaintiffs before any form of law, hence petition dated 16.12.2021 filed by plaintiffs in suit titled Zia Arshad Vs. Boota (to discard their written statement) was dismissed on 22.12.2023 after due process by this Honourable Court having no merits (Copy of application is attached)
6. That Para No.6 is totally incorrect and wrong hence denied vehemently. Detail of sale agreement is already mentioned in previous Paras.
7. That Para No.7 is totally incorrect and wrong hence denied vehemently. Detail of sale agreement is already mentioned in previous Paras.
8. That No.8 is incorrect. Detailed is already mentioned in previous Paras No.6&7.
9. That Para No.9 is totally wrong and denied vehemently. The plaintiff has no cause of action to file the suit.
10. Legal.
11. Legal.

Prayer clause is also denied.

PRAYER:

***It is, therefore, respectfully prayed that the suit
may graciously be dismissed with special costs
under Section 35-A CPC in the best interest of
justice.***

Defendant No.1

Through

Rashid Nazir Sheikh
*Advocate High Court
Awan-e-Adal, Lahore.*

VERIFICATION:

Verified on Oath at Lahore, this 8th day of April, 2024 that the contents of the above written statement from Paras No.1 to 08 are true and correct to the best of my knowledge and rest of the Paras No.09 to 11 with preliminary objections correct to the best of my information and belief.

Defendant No.1

IN THE COURT OF ANEELA SAEED LEARNED CIVIL JUDGE, LAHORE.

Civil Suit _____ 2021/

In re:-

Mst. Almas begum etc. **Vs.** Zia Arshad etc.

(SUIT FOR DECLARATION, POSSESSION WITH PERMANENT INJUNCTION)

WRITTEN STATEMENT ON BEHALF OF DEFENDANT NO.1.

**REPLY TO APPLICATION UNDER
ORDER XXXIX, RULES 1&2 CPC.**

Respectfully Sheweth;

1. Needs no reply.
2. That the preliminary objections taken in the written statement as well as written reply on merits may kindly be read as an integral part of reply to application under Order XXXIX, Rules 1&2 CPC. The plaintiff is seeking interim injunction, so the application should be self-explanatory.
3. Denied being incorrect. That the petitioner has no *prima facie* case.
4. That this Para is denied and there is no irreparable loss and injury to the petitioner in any manner whatsoever.
5. Denied being incorrect. That balance of convenience does not lie in favour of the petitioner.

It is, therefore, most respectfully prayed that application under reply may kindly be dismissed with costs.

BEFORE THE NATIONAL RELATIONS COMMISSION, LAHORE.

Petition No. _____ /2023

Allah Tawakal son of Muhammad Mansha, residing at 7B-Begum Road, Mozang Adda, Lahore.

Petitioner

Versus

1. **LESCO**, through its Chief Executive, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **H.R LESCO**, 22-A, Queens Road, Near Ganga Ram Hospital, Lahore.

Respondents

GRIEVANCE PETITION UNDER EMPLOYEES' SON QUOTA.

Respectfully Sheweth:-

1. That the addresses of the parties given in the title of Petition are sufficient for the purposes of services
2. That the father of petitioner namely **Muhammad Mansha** was employee as a “**Line Man**” of respondents department and father of the petitioner served approximately 40-years in LESCO department. Copies of the service documents of petitioner of the father are attached herewith as **Annexure-A**.

3. That the father of the petitioner was retired in the year of 2015. Copy of the retirement letter is attached herewith as **Annexure-B**.
4. That the farther of the petitioner is approximately 68-years old and due to bad health condition of father of the petitioner, the petitioner was applied/moved an application under the employees' son quota before HR&ADMN Directorate, 22-A, Queens Road, Lahore but respondent No.2 did not listen the genuine and lawful request of the petitioner. Copy of the application is attached herewith as **Annexure-C**.
5. That _____
6. That if present application is not allowed, the applicant is bound to suffer an irreparable loss and injury.

PRAYER:

In view of the above said circumstances it is, therefore, most respectfully prayed that the respondents may kindly be directed to _____ in the above titled suit in the best interest of justice and fair play.

Any other relief which this Honourable Court deems fit may also be awarded.

Applicant

Through

Jabraan Ahmad Khan Bhabha
Advocate High Court

BEFORE THE NATIONAL RELATIONS COMMISSION, LAHORE.

In re:

Allah Tawakal **Vs.** LESCO etc.

GRIEVANCE PETITION UNDER EMPLOYEES' SON QUOTA.

AFFIDAVIT OF: Allah Tawakal son of Muhammad Mansha,
residing at 7B-Begum Road, Mozang Adda,
Lahore.

I the above named deponent do hereby solemnly affirm and
declare as under:

That the contents of accompanying **Application** are true and
correct to the best of my knowledge and belief and nothing has been
concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of December, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____/2023

Ali Raza son of Muhammad Shabbir, resident of House No.871,
Block Overseas-B, Bahria Town, Lahore.

Plaintiff

V E R S U S

Fareeha Sana wife of Khurram Manzoor, resident of House No.109,
Khaibar Block, Allama Iqbal Town, Lahore.

Defendant

**SUIT FOR DECLARATION, RESCISSION / CANCELLATION OF
AGREEMENT TO SELL DATED 17.06.2023 AND PARTIAL
PAYMENT RECEIPT DATED 05.08.2023 WITH PERMANENT
INJUNCTION.**

Respectfully Sheweth:-

- 1- That the addresses of the parties mentioned in the caption of the plaint are correct for the purpose of summons, notices and other process of this Hon'able Court.
- 1- That tersely the facts necessitating for the filing of instant suit are that the plaintiff is the owner in possession of Property/House No.871, Block-B, Overseas, Sector-C, measuring 10-Marlas, situated at Bahria Town, Lahore vide Registration No.OBL-B2434. (Hereinafter called the **Suit Property**). Copy of allotment certificate is attached herewith.
- 2- That on 17.06.2023 the defendant entered into an agreement to sell with the plaintiff regarding the purchase of the above referred property with all immensities of life in

total consideration of Rs.3,34,00,000/- and the defendant paid an amount of Rs.50,00,000/- as earnest money to the plaintiff in presence of witnesses and it was settled between the parties that the defendant will pay the remaining amount of Rs.283,00,000/- on or before 17.08.2023.

- 3- That the defendant did not pay the remaining consideration amount of Rs.284,00,000/- as per terms and conditions of agreement to sell on or before 17.08.2023 as mentioned in clause-3 of the agreement to sell and both the parties with mutual consent extended the time for payment of remaining consideration amount on 05.08.2023, wherein, plaintiff further received Rs.34,00,000/- in cash from the defendant / purchaser and remaining amount of Rs.250,00,000/- shall be paid on or before 17.10.2023 as per partial payment receipt which was executed between the parties in presence of witnesses on 05.08.2023. The time was essence of agreement to sell.

- 4- That the defendant did not honour her commitment and did not make remaining payment Rs.250,00,000/- within stipulated time i.e. 17.10.2023 and in this regard the plaintiff with humble request approached to the defendant and requested her to make payment of remaining sale consideration, and also send legal notices to the defendant but the defendant instead of listening the genuine and lawful request of the plaintiff firstly lingered on the matter on one pretext or the other and a week earlier he flatly refused to listen the genuine and lawful request of the plaintiff and extended threats to misuse the same agreement to sell, hence this suit.
- 5- That due to the non-fulfillment of the covenants of the agreement to sell the agreement has become illegal, null and void and the earnest money of Rs.84,00,000/- has been forfeited as per clause-6 as: "**In case the purchaser fails to pay the balance amount within stipulated period his/her earnest money will be**

considered as forfeited" of said agreement to sell dated 17.06.2023.

- 6- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant did not make payment within time and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 7- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.
- 8- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.334,00,000/- and appropriate court fee of Rs.15,000/- will be affixed as per order of this Honourable Court.

PRAYER:

It is, therefore, most respectfully prayed that a decree for cancellation of agreement to sell dated 17.06.2023 and partial payment receipt dated 05.08.2023 with permanent injunction may kindly be passed in favour of the plaintiff against the defendant; declaring the agreement to sell in question dated 17.06.2023 and partial payment receipt dated 05.08.2023 as illegal, null and void and the defendant

has no authority to use the agreement to sell at any forum.

It is further prayed that the defendant may very kindly be restrained from using the agreement to sell at any forum and also be restrained from alienating the suit property on the basis of agreement to sell dated 17.06.2023 and partial payment receipt dated 05.08.2023 illegally and unlawfully in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Arslan Ahmad Malhi
Advocate High Court
4A-Mozang Road, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this **13th day of December, 2023** that the contents of the above plaint from Paras 1 to 5 are true and correct to the best of my knowledge and rest of the Paras 6 to 8 correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Ali Raza Vs. Fareeha Sana

(SUIT FOR DECLARATION, RESCISSION / CANCELLATION OF AGREEMENT TO SELL
DATED 17.06.2023 ETC)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION 151
C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondent.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondent may kindly be restrained from alienating the suit property on the basis of agreement to sell dated 17.06.2023 and partial payment receipt dated 05.08.2023 illegally and unlawfully and also not use the alleged agreement to sell in any way, in any manner whatsoever till the final decision of the suit

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through:-

Arslan Ahmad Malhi
Advocate High Court
4A-Mozang Road, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Ali Raza Vs. Fareeha Sana

(SUIT FOR DECLARATION, RESCISSION / CANCELLATION OF AGREEMENT TO SELL
DATED 17.06.2023 ETC)

APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH SECTION 151
C.P.C FOR THE GRANT OF INTERIM INJUNCTION.

AFFIDAVIT OF: **Ali Raza** son of Muhammad Shabbir, resident
of House No.871, Block Overseas-B, Bahria
Town, Lahore.

*I the above named deponent do hereby solemnly affirm and
declare as under:*

*That the contents of accompanying “Application” are true and correct
to the best of my knowledge and belief and nothing has been
concealed therein.*

Deponent

VERIFICATION:

Verified on Oath at Lahore this **13th day of December,**
2023 that the contents of the above Affidavit are true

and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, FEROZEWALA.

Civil Suit No._____ /2023

Muhammad Akram son of Muhammad Sarwar, resident of Bungla Alhaj Iftikhar Ahmad Bhango, Mohallah Lal Pulli, Post Office Khas, Sharaqpur Kalan, Tehsil Sharaqpur, District Sheikhupura.

Plaintiff

V E R S U S

Secretary Union Council Sajhowal/ Field Officer Sajhowal,
Tehsil Sharaqpur, District Sheikhupura.

Defendant

SUIT FOR DECLARATION AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That succinctly the facts necessitating for the filing of instant suit are that the son of plaintiff namely Ihsaan Ali was died on 17.08.2018.
- 3- That the death certificate of the (Late) Ihsaan Ali has not been issued so far.
- 4- That the plaintiff alongwith witnesses numerously approached the defendant apprised to issue the death certificate of (Late) Ihsaan Ali/son of the plaintiff but the defendant kept on lingering the matter without any rhyme, reason and justification and a week before flatly refused and demanded decree of this Honourable Court.
- 5- That the plaintiff is facing great difficulties due to non-issuance of death certificate of (Late) Ihsaan Ali.
- 6- That the defendant is legally bound to issue death certificate to (Late) Ihsaan Ali.
- 7- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant lingered the matter of issuance of death certificate and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.

- 8- That the parties of the suit are residents at Ferozewala, the cause of action also accrued at Ferozewala, hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.
- 9- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for declaration alongwith mandatory injunction may kindly be passed in favour of the plaintiff against the defendant; declaring that the son of the plaintiff (Late) Ihsaan Ali died on 17.08.2018 and defendant is legally bound to issue death certificate of son of plaintiff.

It is further prayed that through decree of mandatory injunction directing the defendant to issue Death Certificate of son of plaintiff expeditiously, in the interest of justice, equity and fair play.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Muhammad Aslam Gujjar
Advocate High Court

VERIFICATION:

Verified on Oath at Ferozewala, this day of January, 2024 that the contents of the above plaint from Paras No.1 to 6 are true and correct to the best of my knowledge and rest of the Paras No.7 to 9 correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____ /2023

Akbar Baig son of

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN**, Division , Lahore.
3. **Revenue Officer**, Division , Lahore.
4. **SDO**, Sub-Division , Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No. , Meter No.** was under the use and occupation of the plaintiff and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him.

3. That the defendants illegally and unlawfully without considering the routine unit sent a bill for the month of _____ without considering the actual consumption of the plaintiff. The current bill is of Rs.____/-.
4. That the defendants disconnected the electricity supply of the plaintiff without any lawful reason and justification.
5. That the plaintiff many a time approached to the defendants and requested them to send bill as per routine units and requested to restore the electricity supply of the plaintiff but they refused, hence this suit.
6. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of _____ and finally when the defendants listen the genuine request of the plaintiff and the same cause of action still continuing.

7. That the parties of the suit are from Lahore and the cause of action accrued at Lahore, hence this Hon'able Court has got jurisdiction to hear and adjudicate upon the matter.
8. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/-.

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bill of _____ illegal, unlawful, void, ab-initio and without considering the routine bill.

It is further prayed that the defendants may kindly be directed to correct the said impugned bill and to receive actual bill as per actual consumption.

It is also prayed that the defendants may kindly be directed to restore the electricity supply of the plaintiff.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this day of December, 2023 that the contents of the above plaint from Paras 1 to 5 are true and correct to the best of my knowledge and rest of the Paras 6 to 8 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Akbar Baig Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

*It is, therefore, most respectfully prayed that
the respondents may very kindly be directed to
restore the electricity supply of the petitioner.*

*Ad-interim injunctive order may kindly be
passed in favour of the petitioner till the final
disposal of this suit.*

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Akbar Baig Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

AFFIDAVIT OF: *Akbar Baig*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this _____ day of December, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____/2023

Jason son of

Plaintiff
VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN**, Division , Lahore.
3. **Revenue Officer**, Division , Lahore.
4. **SDO**, Sub-Division , Lahore.

Defendants

**SUIT FOR DECLARATION ALONGWITH MANDATORY
INJUNCTION.**

Respectfully Sheweth;-

1. That an electricity meter under **Reference No.**, **Meter No.** was under the use and occupation of the plaintiff and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff.
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him.
3. That the defendants illegally and unlawfully without considering the routine unit sent a bill for the month of _____ without considering the actual consumption of the plaintiff. The current bill is of Rs.____/-.
4. That the defendants disconnected the electricity supply of the plaintiff without any lawful reason and justification.

5. That the plaintiff many a time approached to the defendants and requested them to send bill as per routine units and requested to restore the electricity supply of the plaintiff but they refused, hence this suit.
6. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of _____ and finally when the defendants listen the genuine request of the plaintiff and the same cause of action still continuing.
7. That the parties of the suit are from Lahore and the cause of action accrued at Lahore, hence this Hon'able Court has got jurisdiction to hear and adjudicate upon the matter.
8. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/-.

Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bill of _____ illegal, unlawful, void, ab-initio and without considering the routine bill.

It is further prayed that the defendants may kindly be directed to correct the said impugned bill and to receive actual bill as per actual consumption.

It is also prayed that the defendants may kindly be directed to restore the electricity supply of the plaintiff.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this _____ day of December, 2023 that the contents of the above plaint from Paras 1 to 5 are true and correct

to the best of my knowledge and rest of the Paras 6 to 8 are correct
to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

*It is, therefore, most respectfully prayed that
the respondents may very kindly be directed to
restore the electricity supply of the petitioner.*

*Ad-interim injunctive order may kindly be
passed in favour of the petitioner till the final
disposal of this suit.*

Petitioner

Through

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Jason Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH MANDATORY INJUNCTION)

**APPLICATION UNDER SECTION 151 CPC FOR RESTORATION
OF ELECTRICITY CONNECTION.**

AFFIDAVIT OF: *Jason*

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this _____ day of December, 2023 that the contents of the above affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

BEFORE THE BANKING COURT-I, LAHORE.

In re:-

Muhammad Ahsan. **Vs.** HBL etc.

(SUIT UNDER SECTION 9 OF THE FINANCIAL INSTITUTION
(RECOVERY OF FINANCES) ORDINANCE 2001)

**APPLICATION FOR LEAVE TO DEFEND/WRITTEN STATEMENT
ON BEHALF OF DEFENDANTS FOR LEAVE TO DEFEND THE
SUIT UNDER SECTION 10 OF THE FINANCIAL INSTITUTIONS
(RECOVERY OF FINANCE) ORDINANCE 2001.**

Respectfully Sheweth:-

PRELIMINARY SUBMISSIONS;

- A. That the petitioner/defendants submit the present petition for leave to defend the suit/written statement pursuant to order of this Hon'able Court.
- B. That Habib Bank Ltd. Hereinafter, referred to as "the defendant bank" is a financial institution as defend in Section

2(a) of the Financial Institution Recovery of Finance Ordinance 2001. The defendant bank transacts business of banking in Pakistan having its registered office at Habib Bank Tower, Jinnah Avenue Islamabad and one of its Branches is situated at Lahore and is known as Habib Bank Ltd. Chung Model Town Branch, Lahore.

C. That plaintiff's bank is a body incorporated under the law and the present leave to defend is being filed through Mr. Mian Amir Saeed

working in the defendant bank, who are also attorney of defendant bank. They are authorized to commence, prosecute, continue defend all actions, suits and legal proceedings on behalf of the defendant's bank to appoint advocate, to sign and verify the plaint, leave to defend to make statements and to do all acts necessary and ancillary of the purpose of effective adjudication of the case on behalf of the defendant's bank. They are well conversant of the case and can depose about the same. Copies of the Power of attorneys are attached herewith with the leave to defend as **Annexure-A**.

- D. That all the alleged allegations in the suit are baseless, untrue and incorrect. The real facts of the case are that the defendant availing top up facility for personal loan since 2017. Thereafter, in the year of 2020 defendant/respondent applied for top up facility of Rs.333,440/-, wherein previous loan pay off and he withdraw of Rs.257,181/-.
- E. That thereafter, in the year of 2022, the plaintiff adjusted previous loan which was adjusted to the tune of Rs.197.911/- and he received of Rs.137,762/- which he withdrawn from ATM.
- F. That thereafter, again in year of 2023, plaintiff's previous loan was adjusted to the tune of Rs.267,407/- and he received of Rs.85,255/- after deduction of process fee which he withdrawn from ATM at present an amount of Rs.360,000/- is pending towards the plaintiff, which he is liable to pay as reveal from statement of account. The plaintiff always made request for top up facility, which was allowed on the request of the plaintiff. The story narrated in the Para Nos.2 to 10 are

fake, fictitious having no force in the eyes of law, hence plaintiff merit dismissal.

- G. That the plaintiff availed loan facility from the defendant bank and has been paying back regularly according to the agreed terms and conditions of the agreement executed between the parties.
- H. In view of submissions made above and grounds, inter alia, stated hereinafter, petitioner/defendants seek unconditional leave to defend the suit;-

GROUNDS

1. That the plaintiff has no cause of action or locus standi to file the instant suit against the defendants and the plaint does not disclose a triable cause of action against the defendants, hence the plaint deserves to be rejected.
2. That the suit has not been signed and verified by a competent person duly authorized and empowered to act in accordance with provision of law and the plaint is liable to be rejected on this ground alone.
3. That the present suit has not been legally and properly instituted and hence is liable to be rejected on this ground also. The

present suit cannot be entertained by this Hon'able Court in its present form as it is in grave violation of the mandatory provisions of sub-section (3) of section 9 of the Ordinance, which clearly states that "The plaintiff, instituted by a financial institution, shall specifically state;

(a) The amount of finance availed by the plaintiff from the financial institution no detail given;

(b) The amount of finance and other amounts relating to the finance payable by the plaintiff to the financial institution upto the date of institution of the suit".

It is pertinent to mention here that no where in the plaint, is it mentioned, the actual/exact amount availed that is the actual amount disbursed by the defendant bank under the agreement, details of the payments made alongwith the dates of payment to the defendant bank that is payments made alongwith its dates in lieu of the disbursed amount (s). The present suit by the defendant bank is thus in grave violation of the mandatory provision of the law and hence is liable to be dismissed on this ground alone.

4. This Hon'able Court has no jurisdiction to entertain this instant suit under reply as per sub-section 2 of Section 9 of the Ordinance, which clearly states "The plaint shall be supported by statement of account which in case of a financial institution shall be duly certified under the Bankers Book evidence, 1891 (XVII of 1991) and other relevant documents relating to the grant of finance". A bare reading of the above referred section and as per the settled law and banking practices, every amount/sum advanced or paid to a customer or sum expended/incurred for and behalf of a customer by a banking company is entered as debit in the books of the bank and the money received from or on behalf of the customer is entered in these books as customers credit to arrive at a credit or debit balance. On the basis of entries in these books, a statement of Account truly, faithfully and duly reflecting the entries, is prepared by a bank for each account for all practical purposes. These accounts containing copies of entries in the books of a bank, when certified as per section 2 (8) of the Bankers' Books Evidence Act, 1891 (Act) attain the status of prima facie evidence of the existence of such entries in the

bankers books and become admissible in evidence. As such Section 9 (2) of the Ordinance, 2001 makes it mandatory for a banking company such as the Plaintiff to support its plaint in a suit against the Customer such as the Defendants by a Statement of Account duly certified under the Act alongwith all other documents relating to the grant of finance. It is submitted that neither a duly maintained Statement of Accounts nor any of the relevant documents relating to grant of finance have been relied upon or placed on record by the plaintiff in direct violation of the mandatory provision of section 9 (2) of the Ordinance. It is a settled principle of law by the superior courts that a court cannot exercise and entertain its discretion, which is in direct violation of any mandatory provision of a statute, as such the instant suit merits dismissal nor the plaint is liable to be rejected under the provisions of Order VII, Rule 11 CPC.

5. Without prejudice to the grounds stated above etc., it may be submitted that if the Purported Guarantee is held by this Hon'able Court to be with consideration and valid even then the

present suit is incompetent as the same is under Section 9 beyond the allegedly guarantee amount.

6. The foregoing facts, grounds and reasons demonstrate existence of genuine, serious, bonafide, plausible and triable issues justify grant of unconditional leave to defend the suit, if this Hon'able Court is pleased not to reject the petition or dismiss the suit at this stage.

ON MERITS:

1. Needs no reply
2. It's a matter of record.
3. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
4. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
5. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
6. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
7. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.

8. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
9. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
10. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
11. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
12. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
13. Vehemently denied being incorrect. The detailed reply has been described in preliminary objections.
14. Vehemently denied being incorrect. The story in this is fake, fictitious having no force in the eyes of law.
15. Denied being incorrect. The plaintiff has no cause of action.
16. Legal.
17. Legal.

Under the above said circumstance it is, therefore, most respectfully prayed that this Hon'able Court may be pleased to:

- a. ***reject the plaint with costs; or***
- b. ***dismiss the suit with costs; or***
- c. ***Grant unconditional leave to defend the suit as there are many substantial question of facts and questions of law are involved in this suit.***

Any other relief which this Hon'able Court deems fit may also be awarded.

DEFENDANTS

Through:-

Muhammad Ahsan Asghar Ch.
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore on this day of December, 2023 that the contents of above stated petition are true and correct to the best of my knowledge, information and belief and nothing has been concealed therein.

DEFENDANTS

BEFORE THE BANKING COURT-I, LAHORE.

In re:-

Muhammad Ahsan. **Vs.** HBL etc.

(SUIT UNDER SECTION 9 OF THE FINANCIAL INSTITUTION
(RECOVERY OF FINANCES) ORDINANCE 2001)

APPLICATION FOR LEAVE TO DEFEND/WRITTEN STATEMENT ON BEHALF OF DEFENDANTS FOR LEAVE TO DEFEND THE SUIT UNDER SECTION 10 OF THE FINANCIAL INSTITUTIONS (RECOVERY OF FINANCE) ORDINANCE 2001.

AFFIDAVIT OF:

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying written **statement /leave to defend** are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of December, 2023 that the contents of the above Affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

BEFORE THE PRESIDENT LDA TRIBUNAL, LAHORE.

3RD AMENDED REFERENCE

Ahmed Buksh son of Ali Muhammad (deceased), represented by:-

- | | |
|-------------------------------------|---|
| 1. Haji Mehboob Ali | son |
| 2. Mst. Nasreen Begum | daughter |
| 3. Mst. Faiza Ghafoor
(deceased) | granddaughter of
Ahmed Buksh and daughter of Abdul Ghafoor
(deceased) |

All Arian by caste residents of Mouza Rakhpura, Tehsil City, District Lahore.

Petitioners

Versus

1. Land Acquisition Collector, Lahore Development Authority, Johar Town, Lahore.
 2. LDA through its Managing Director LDA Plaza, Egerton Road, Lahore.
 3. Collector Revenue, Lahore Development Authority, Lahore.
- Respondents

**3RD AMENDED REFERENCE UNDER SECTION 18 OF
THE LAND ACQUISITION ACT, 1894.**

Respectfully Sheweth:

- 1A That the 3rd Amended Reference is being filed as per order of this Honourable Court.
1. That the petitioners being legal heirs of the deceased Ahmed Bakhsh or inheritance owner in possession of the land measuring 69K-15M, Khatouni No.30, 31, Khata No.10,11, Khasra No.111,112,128,2134,374 and land measuring 43K-19M, Khatouni No.32, Khata No.12, Khasra bearing No.113, 114, 127, 137, 238, 239, situated in Hadbast Rukhpura Tehsil City District Lahore according to Jamabandi for the year 1995.
2. That a preliminary notification under section 4 of the land Acquisition Act, 1894, was issued on 18.12.2002 which was published in the extra-ordinary Punjab Gazette on 24.12.2002.
3. That settlement officer Lahore vide letter No.LAZ/291-2002/3909 dated 27.12.2002 was asked to provide the date of the average sale market value of land under acquisition.
4. That the District officer (Revenue) Collector, Lahore determined the price of the proposed land as under:-

Sr. No.	Name of Mouza	Price determined per Marla
1.	Bhobtian	Rs.5256/-
2.	Mussala	Rs.2776
3.	Chung Panj Garan	Rs.6584/-
4.	Rukhpura	Rs.1139/-
5.	Jilliana	Rs.3924/-
6.	Rakh Khamba	Rs.10799/-

5. That the proposed price was sent to the Board of Revenue, Punjab, Lahore, Whereby a committee was constituted and the approval of the following prices were accorded:-

Sr. No .	Name of Mouza	Area	Acquir ed	Rate per marla per kanal (Rs)		Total price
1	(Bhobti an along-w ith Raiwing Road) (other Area) Total	209 6944/517 3	00 13/13	Rs.10,000/- 05256/-	Rs.2,00,00 0/- 1,05,120/-	04,18,00,00 0/ 73,00,21,60 877,18,21,6 08
2	Mussal a	5748	06	4000/-	80,000/-	45,98,64,00 0/
3	Chung Punjgra n	187	02	6584/-	1,31,680/-	2,46,37,328 /
4	Rakhpura	2504	2	2500/-	50,000/-	12,5205,00 0/
5	Jalliana	27	11	4000/-	80,000/-	22,04,000/-
6	Rakh Khamba (Alongwi th	24 2126	12 10	15,000/- 10,799/-	3,00,000/- 21,59,80/-	73,80,000/- 45,92,81,47 166661470 /-

Rai-wind Road (other Area) Total Sub-Tot al	2151 17771				1,85,03,934 0 27,75,59,01 1
15% C.A Charges Trand Total Rs.2,12,79,52,417/-					

6. That about 2599 Kanals, of land of the villages Bhopatian and Mussala has been exempted from the acquisitions, belonging to various cooperative societies.
7. That the land Acquisition Collector L.D.A. has announced award under section 11 of Land of Mouza Mussala, Rakhpura, Bhopatian, Rakh Khamaba Jilliana and Chung Panj Garan Tehsil City and District Lahore, including the land of the petitioner, situated in Mauza Rakhpura, Lahore.
8. That the petitioner filed the objection application regarding the less fixing of price, to the Land Acquisitions Collector, L.D.A but nothing has been done on the complaint and requested of the petitioner.
9. That the respondents have treated the petitioner discriminatel while announcing the awrd as compared with the prices of others villages, although the land under acquisition is going to be acquired for one Housing Scheme and plots were also sold on the same price approximately Rupees 5 lacs per Kanal. In this way proper price of the land with malafide intentions, has not been fixed.
10. That he present award price is too less than that of the actual value of the lad. The award has been passed in vilation of Section 23 of the land Acquisition Act.
11. That the market price of the petitioner land is not less than Rs.5,00,000/- per Kanal, because it was Rs.2,00,000/- per Kanal in 1997 and Rs.2,50,000/- in year 2001 approximately and the prices of land have shoteed up tremendously in this year.
12. That in the year 1990 the land of village Rakhpura, Tehsil City, district Lahore was sold to NESPAK Cooperative Housing Society at the rate of Rs.1,00,000/- per Kanal and the markets have

increased much but the award given in this case is without justification.

13. That in 1998 the Lahore Development Authority built up a Housing Scheme namely Jubilee Town after acquiring land from the villages Mouza Mussala, Chung, Jilliana, including Rakhpura, Bhopatian, and the price was fixed as Rs.92,800/- per Kanal but later on the land of villages namely Mouza Rakhpura, Rakh Kanab, Bhopatian, a part of Jilliana and Chung was dropped.
14. That L.D.A. Lahore issued notices under the section 9 of the Land Acquisition Act for inviting the objections but the objection made by the petitioner and the other effectees have been turned down.
15. That the petitioner is a poor man having a large family but the respondents are adamant to hard the petitioner after snatching the land at the rate of Rs.50,000/- per Kanal to get more benefit. The petitioner has not received any price of his land from the respondent so far but they want to usurp it forcibly. The petitioner is still in possession of the land.
16. That the cause of action accrued in favour of the petitioner and against the respondents firstly on 21,22,23,24 October 2003 when the award was announced and lastly a week back when the respondents tried to dispossess the petitioner and still the same is continuing.
17. That the parties are residing at Lahore and the land under reference is also situated at Lahore therefore, this Honourable Court has got jurisdiction to adjudicate upon this petition.
18. That the value of the petition for the purpose of court fee and jurisdiction is fixed Rs.1,000/-.

Prayer

Under the circumstances above, it is respectfully prayed that the price of the land of the petitioner may kindly be awarded at the rate of Rs.5,00,000/- per Kanal through decree of the court.

It is further prayed that the petitioner's possession over the petitioner's land may not be disturbed in any manner whatsoever till the final decision of the petition.

Petitioner

Malik Maqsood Alam

Advocate High Court
7-Turner Road, Lahore

Mian Muhammad Bashir

Advocate High Court
7-Turner Road, Lahore

VERIFICATION:

Verified on Oath at Lahore, this 05th day of July, 2008 that the contents of the above plaint from Paras 1 to 8 are true and correct to the best of my knowledge and rest of the Paras 9 to 18 are correct to the best of my information and belief.

Petitioner

**IN THE COURT OF MR. MUHAMMAD IRFAN, LEARNED CIVIL
JUDGE, LAHORE.**

In re:-

Muhammad Afzal Ayubi etc. Vs. Public at large etc.

(SUIT FOR DECLARATION OF LEGAL HEIRS AND CONSEQUENTIAL
RELIEF)

WRITTEN STATEMENT ON BEHALF OF THE DEFENDANTS NO.2 TO 6.

Respectfully Sheweth:-

ON MERITS:

1. That Para No.1 is admitted as correct.
2. That Para No.2 is admitted as correct.
3. That Para No.3 is admitted as correct.
4. That Para No.4 is admitted as correct.
5. Legal.
6. Legal.
7. Legal.

*It is, therefore, most respectfully prayed that
the suit under reply kindly be decreed in favour of
the plaintiffs.*

DEFENDANTS NO.2 TO 6

Through

Sardar Najeeb Akbar Khan
Advocate High Court, Lahore.

VERIFICATION: -

Verified on Oath at Lahore on this day of January, 2024
that the contents of the written statement from Paras No.1
to 4 are true to the best of my knowledge and rest of the

Paras No.5 to 7 are correct to the best of my information and belief.

DEFENDANTS NO.2 To 6
IN THE COURT OF SESSIONS JUDGE, LAHORE.

Application No. _____ /2024

Adrees son of Muhammad Rafiq, resident of Shafi Park, Wandala Deyalshah, Tehsil Ferozewala, District Sheikhupura.

Applicant

Versus

1. The State.
2. SHO Police Station Shahdara, Lahore.

Respondents

Case FIR No.4081/23 **Dated:** 07.06.2023

Offence: U/S The Control of Narcotic Substances Act, 1997-9-(1)3e, The Control of Narcotic Substances Act-1997-15

Police Station: Shahdara, Lahore.

APPLICATION FOR SUMMONING OF CHALLAN.

RESPECTFULLY SHEWETH:

1. That the petitioner is the accused of the above said FIR.
2. That the petitioner is on bail in the above case.
3. That stipulated time has been passed but the local police have not submitted challan of the case.
4. That local police/respondent No.2 is legally bound to submit the challan of the case as stipulated time has been collapsed.
5. That instant application is being filed for issuing an appropriate direction to the local police of P.S Shahdara, Lahore to produce the Challan of the above referred FIR without any further delay.

It is, therefore, most respectfully prayed that instant application may very kindly be accepted and an appropriate direction may very kindly be issued to the respondent No.2/SHO to produce the challan of the above referred FIR in this Honourable Court without any further delay.

Any other relief which this Honourable Court deems fit may also be awarded.

Applicant

Through

Malik Muhammad Yousaf
Advocate

IN THE COURT OF SESSIONS JUDGE, LAHORE.

In re

Adrees **Vs.** The State etc.

APPLICATION FOR SUMMONING OF CHALLAN.

AFFIDAVIT OF: **Adrees** son of Muhammad Rafiq, resident of Shafi Park, Wandala Deyalshah, Tehsil Ferozewala, District Sheikhupura.

I the above named deponent solemnly affirm and declare on Oath as under:

That the contents of the accompanying *Application* are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on oath at Lahore this ____ day of March, 2024 that

the contents of the above affidavit are true and correct to the

*best of my knowledge and belief and nothing has been concealed
therein.*

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No._____ /2024

Mirza Adeel Baig son of Mirza Mushtaq Baig, Secretary of London Aesthetics & Rejuvenation Center (Pvt.) Ltd. Office Z-59, Commercial, Phase-III, DHA, Lahore.

Plaintiff
V E R S U S

Badie Idris son of Khalil Idris, resident of House No.659, Street No.17, Usman Block, Bahria, Phase-8, Rawalpindi.

Defendant

**SUIT FOR DECLARATION, CANCELLATION OF AGREEMENT
DATED 05.07.2022, RECOVERY OF ASSETS OF BUSINESS,
AMOUNT OF RS.32,56,000/- WITH PERMANENT INJUNCTION
AND CONSEQUENTIAL RELIEF.**

Respectfully Sheweth:-

- 1- That the addresses of the parties which are given in the caption of the case are correct for the purpose of notices/summons.
- 2- That the plaintiff is Secretary of London Aesthetics & Rejuvenation Center (Pvt.) Ltd. having Office Z-59, Commercial, Phase-III, DHA, Lahore ad in the light of written resolution, plaintiff is fully compete to file present suit. Copy attached.
- 3- That the defendant is providing his services as employee/doctor in the above said company, the share of defendant was settled as 10% ni the light of written agreement dated 06.07.2022. The defendant is national of other country. The plaintiff due to above reason demanded NOC, valid passport, valid visa from defendant.
- 4- That the defendant started to linger on the matter to provide required documents to the plaintiff.

- 5- That the defendant with malafide intention, ulterior motives misappropriated Facebook Account of London Aesthetics, Instagram page, Tiktok, Hosting, SEO Tools, Yahoo, Canva, back link details, scala Housing Login Details, Lrach London Page, airterest, name cheep, google my business, all gmails, four debit cards 4523 3723 0496 7071 ICB, 5379 3910 0133 7547 Soneri Bank, 4848 3800 8103 9434 Silk Bank Ltd. 4213 3970 0113 7434 Al-Falah Bank, social medial passwords and has also misappropriated amount of clients of Rs.32,56,000/- from the plaintiff.
- 6- That when the persist demand was made for the settlement of issue and payment of due amount, the defendant started to linger on the matter from one pretext or the other and even dragged plaintiff and others in case FIR No.298/2024, Dated 15.02.2024 offence under Section 342, 506 PPC, Police Station Defence-A, Lahore just to grab and misappropriate the amount of company.
- 7- That due to mis-commitment by defendant, the agreement dated 05.07.2022 is liabel to be declared as null and void and is liable to be cancelled forthwith, hence this suit.

- 8- That if by way of permanent injunction the defendant is not restrained from doing illegal acts and designs, the plaintiff shall suffer irreparable loss and injury.
- 9- That the cause of action accrued in favour of the plaintiff against the defendant firstly when the defendant started illegal activities and finally when the defendant flatly refused to accede the genuine and lawful request of the plaintiff and the same cause of action is still continuing.
- 10- That the parties of the suit are residents at Lahore, the cause of action also accrued at Lahore, the suit property is also situated at Lahore, hence this Hon'able Court has jurisdiction to adjudicate upon the matter.
- 11- That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.200/- which is exempted from court fee.

PRAYER:

It is, therefore, most respectfully prayed that a decree for DECLARATION, CANCELLATION OF AGREEMENT DATED 05.07.2022, RECOVERY OF ASSETS OF BUSINESS, AMOUNT OF RS.32,56,000/-

WITH PERMANENT INJUNCTION AND CONSEQUENTIAL

RELIEF may kindly be passed in favour of the plaintiff and against the defendants; declaring the agreement dated 05.07.2022 as null and void and same may very kindly be cancelled in the interest of justice and defendant may very kindly be directed to give all assets of company/clinic to plaintiff alongwith misappropriated amount.

Through permanent injunction restraining the defendants from using the name of company, not to misleading the amount, not use assets the company pages, and not interfere in the matters of company illegally, unlawfully and forcibly in any manner whatsoever.

Any other relief which this Hon'able Court deems fit may also be granted.

Plaintiff

Through:-

Z.A Zahid

Advocate High Court
1-Mozang Road, Lahore.

VERIFICATION:

Verified on Oath at Lahore, this day of March, 2024 that the contents of the above plaint from Paras 1 to 7 are true and correct to the best of my knowledge and rest of the Paras 8 to 10 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mirza Adeel Baig **Vs.** Badie Idris

(SUIT FOR DECLARATION, CANCELLATION ETC)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

Respectfully Sheweth:

1. That the petitioner has filed the above titled suit in this Honourable Court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in his favour and the suit is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

PRAYER:

Under the above circumstances it is, therefore, most respectfully prayed that the respondents may kindly be restrained

till the final decision of the suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner.

Petitioner

Through

Z.A Zahid

Advocate High Court
1-Mozang Road, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Mirza Adeel Baig **Vs.** Badie Idris

(SUIT FOR DECLARATION, CANCELLATION ETC)

**APPLICATION UNDER ORDER XXXIX, RULES 1&2 READ WITH
SECTION 151 C.P.C FOR THE GRANT OF INTERIM INJUNCTION.**

AFFIDAVIT OF:

Mirza Adeel Baig son of Mirza Mushtaq Baig,
Secretary of London Aesthetics & Rejuvenation
Center (Pvt.) Ltd. Office Z-59, Commercial,
Phase-III, DHA, Lahore.

I the above named deponent do hereby solemnly affirm and declare as under:

That the contents of accompanying "**Application**" are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this ____ day of March, 2024
that the contents of the above Affidavit are true and

correct to the best of my knowledge and belief and nothing has been concealed.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil suit No. _____ /2024

***Abid Ali Mughal son of Ghulam Ali Mughal resident of Shop No.3,
Prop No.SE-II, 13-S, 30-Ram Gali No. 7, Lahore.***

Plaintiff

VERSUS

1. **LESCO**, through its Chief Executive, Queens Road, Near Ganga Ram Hospital, Lahore.
2. **XEN**, Division Mcleod Road, Lahore.
3. **Revenue Officer**, Division Mcleod Road, Lahore.
4. **SDO**, Sub-Division Delhi Gate, Lahore.

Defendants

SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION.

Respectfully Sheweth:-

1. That an electricity meter under **Reference No.09113350918401U, Meter No.S-2505609** is under the use and occupation of the plaintiff, the plaintiff is using the said connection and the plaintiff has been paying all the bills regularly and at present nothing is outstanding against the plaintiff. *The electricity connection is installed in the name of Mst. Riffat Ali wife of Abid Ali Mughal while presently the connection is in the usage of plaintiff.*
2. That the plaintiff always paid his monthly electricity bills regularly and there is no any current amount is due against him, except the false and bogus amount which is imposed by defendants.
3. That the defendants illegally and unlawfully without considering the routine unit send a bill for the month **March 2024 of Rs.53,015/-, including arrears of Rs.52,093/-** without considering the actual consumption of the plaintiff. Current bill of Rs.819/-.
4. That the plaintiff contacted to the defendants and requested them to correct the bill of the plaintiff and send original bill but the defendants refused to listen the genuine request of the plaintiff and threatened the plaintiff that if the plaintiff failed to pay the impugned bill of **March 2024 of Rs.53,015/-, including arrears of Rs.52,093/-** they will disconnect the electricity connection of the plaintiff at any cost.
5. That a day before yesterday defendants No.2&3 came at the above said property and tried to disconnect the electricity supply of the plaintiff, but timely intervention of the plaintiff and respectable of the locality they failed to do so and they left the spot and extended threats to the plaintiff that they will come again and disconnect his electricity connection.
6. That the plaintiff numerously approached to the defendants and requested them to send bill as per routine units, but they are adamant to send excessive bill to the plaintiff illegally, unlawfully and without considering the actual consumption of the plaintiff, hence this suit.

7. That the cause of action firstly accrued in favour of the plaintiff and against the defendants in the month of **March 2024 of Rs.53,015/-, including arrears of Rs.52,093/-** and finally when the defendants refused to listen the genuine request of the plaintiff and tried to disconnect the electricity supply of the plaintiff and the same cause of action still continuing.
8. That the parties of the suit are residing at Lahore, the cause of action accrued at Lahore, hence this Hon'ble Court has got jurisdiction to adjudicate upon the matter.
9. That the value of the suit for the purpose of court fee as well as jurisdiction is fixed Rs.750/- which is exempted from payment of court fee.

PRAYER:-

*Under the above said circumstances it is, therefore, most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendants declaring therein that the bill of **March 2024 of Rs.53,015/-, including arrears of Rs.52,093/-** as illegal, unlawful, void, ab-initio and without considering the routine bill.*

It is further prayed that the defendants may kindly be directed to correct the said impugned bill and to receive actual bill as per actual consumption.

It is also prayed that the defendants may kindly be restrained from disconnecting the electricity supply of the plaintiff illegally, unlawfully and forcibly.

Any other relief which this Hon'able Court deems fit may also be awarded.

Plaintiff

Through

Counsel
Advocate High Court

VERIFICATION:

Verified on Oath at Lahore, this ____ day of April, 2024 that the contents of the above plaint from Paras No.1 to 6 are true and correct to the best of my knowledge and rest of the Paras No.7 to 9 are correct to the best of my information and belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Abid Ali Mughal Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C.**

Respectfully Sheweth:-

1. That the petitioner has filed the above titled suit in this Honourable court in which no date of hearing has yet been fixed.
2. That the contents of the suit may kindly be read as an integral part and parcel of this application.
3. That petitioner has a good *prima facie* case in her favour and the same is likely to be succeeded.

4. That the balance of convenience lies in favour of the petitioner and against the respondents.
5. That if the interim relief as prayed for is not granted, the petitioner shall suffer irreparable loss and injury.

It is, therefore, most respectfully prayed that the respondents may very kindly be restrained from disconnecting the petitioner's electricity connection till the final decision of this suit.

Ad-interim injunctive order may kindly be passed in favour of the petitioner till the final disposal of this suit.

Petitioner

Through

Counsel
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

In re:

Abid Ali Mughal Vs. LESCO etc.

(SUIT FOR DECLARATION ALONGWITH PERMANENT INJUNCTION)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 READ WITH
SECTION 151 C.P.C.**

AFFIDAVIT OF: *Abid Ali Mughal* son of Ghulam Ali Mughal resident of Shop No.3, Prop No.SE-II, 13-S, 30-Ram Gali No.7, Lahore.

I, the above named deponent, do hereby solemnly affirm and declare as under:

That the contents of accompanying “**Application**” may kindly be read as an integral part of this affidavit are true and correct to the best of my knowledge and belief and nothing has been concealed therein.

Deponent

VERIFICATION:

Verified on Oath at Lahore this day of April, 2024 that the contents of the above affidavit are true and correct to the best of

my knowledge and belief and nothing has been concealed therein.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

1.

of Nauman, residents of _____

Plaintiffs
V E R S U S

1. Public-at-Large.
2. Lahore Development Authority, through its Director General, 467-D-II, LDA Complex Johar Town, Lahore.

Defendants

**SUIT FOR DECLARATION OF LEGAL HEIRS AND MANDATORY
INJUNCTION.**

Respectfully Sheweth:-

1. That the husband of plaintiff No. ___ and father of plaintiffs No. ___ to ___ namely Nauman son of ___ died on _____ and he left behind the plaintiffs as his legal heirs. Parents of deceased had also been died. The deceased contracted only one marriage.

Copy of death certificate is attached herewith
for kind perusal of this Hon'ble Court.

2. That the deceased Nauman left behind the properties
(1) vide Sale Deed bearing Document No.
, Book No.1, Volume No._____, Dated _____, registered
with the office of Sub-Registrar _____, Lahore (2)
_____. •

Copy of ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Nauman and they are entitled to inherit the said properties.

4. That the plaintiffs approached to defendant No.2 and informed about the death of Nauman and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Nauman, regarding the above said properties, but they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heir of Nauman. Hence this suit.

5. That the cause of action arose firstly when Nauman died and secondly when defendant No.2 refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with regard to the above said properties and the same is still continuing.

6. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit properties are also situated at Lahore, and

defendant No.2 has its office Lahore hence this Hon'able Court has got jurisdiction to adjudicate upon the matter.

7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendants declaring the plaintiffs as legal heirs of deceased Nauman regarding above said properties, in the interest of justice equity and fair play.

It is also prayed that defendant No.2 may kindly be directed to incorporate the names of the plaintiffs as sole owner of the above said properties.

Any other relief which this Hon'able
Court deems fit and proper may also be awarded.

Plaintiffs

Through

Counsel name
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this day April, 2024
that the contents of Paras No.1 to 4 are true to the
best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff No.1

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2024

1. Abdul Razzaq son
2. Shaguta Hadayat daughter
3. Shumaila Shahid daughter
4. Sumaira daughter
5. Muhammad Mushtaq son
6. Hafiz Muhammad Adeel son
7. Rabia Asim daughter

of Muhammad Mushtaq, residents of House
No.55-B/A, Street No.9, Kotli Pir, Abdul Rehman,
Baghanpura, Cantt., Lahore.

Plaintiffs

V E R S U S

1. Public-at-Large.
2. Excise & Taxation officer DGO,

Defendants

SUIT FOR DECLARATION OF LEGAL HEIRS AND MANDATORY INJUNCTION.

Respectfully Sheweth:-

1. That the father of plaintiffs No.1 to 7 namely Muhammad Mushtaq son of Mehar Din died on

03.06.2003 and he left behind the plaintiffs as his legal heirs. Parents of deceased had also been died. The deceased contracted only one marriage. The mother of the plaintiffs Samina Bibi had also been died on 03.02.2011.

Copies of death certificates are attached herewith for kind perusal of this Hon'ble Court.

2. That the deceased Muhammad Mushtaq left behind the properties (1) vide Sale Deed bearing Document No. _____, Book No.1, Volume No. _____, Dated _____, registered with the office of Sub-Registrar _____, Lahore (2) _____.

Copy of ownership documents are attached herewith.

3. That the plaintiffs are only legal heirs of said deceased Muhammad Mushtaq and they are entitled to inherit the said properties.

4. That the plaintiffs approached to defendant No.2 and informed about the death of Muhammad Mushtaq

and requested them to incorporate the names of plaintiffs as the legal heirs of (deceased) Muhammad Mushtaq , regarding the above said properties, but they flatly refused to incorporate the names of plaintiffs in their record as legal heirs and asked for a decree for declaration from the competent court of law declaring them as legal heir of Muhammad Mushtaq . Hence this suit.

5. That the cause of action arose firstly when Muhammad Mushtaq died and secondly when defendant No.2 refused to incorporate the names of the plaintiffs as legal heirs of the deceased in their record with regard to the above said properties and the same is still continuing.

6. That the plaintiffs are residing at Lahore, the cause of action accrued at Lahore, the suit properties are also situated at Lahore, and defendant No.2 has its office Lahore hence this

Hon'able Court has got jurisdiction to adjudicate upon the matter.

7. That value of the suit for purpose of court fee and jurisdiction is fixed at Rs:-200/- which is exempted from payment of court fees.

PRAYER:-

Under the circumstances narrated above, it is most respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiffs and against the defendants declaring the plaintiffs as legal heirs of deceased Muhammad Mushtaq regarding above said properties, in the interest of justice equity and fair play.

It is also prayed that defendant No.2 may kindly be directed to incorporate the names of the plaintiffs as sole owner of the above said properties.

Any other relief which this Hon'able Court deems fit and proper may also be awarded.

Plaintiffs

Through

Counsel name
Advocate High Court

VERIFICATION:-

Verified on Oath at Lahore this day December, 2024
that the contents of Paras No.1 to 4 are true to the
best of my knowledge and belief and those of Paras No.5
to 7 are true to the best of my information and belief.

Plaintiff No.1

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit /2017

Yafat Sahotra S/o Tariq Masih R/o Village Tehrra, Post Office Harbans Pura Tehsil Cantt Lahore.

Plaintiff

Versus

1. Sadiq Masih S/o Siraj Masih
2. Sajan Masih S/o Sadiq Masih

Both R/o Village Tehrra, Post Office Harbans Pura Tehsil Cantt Lahore.

Defendants

**SUIT FOR POSSESSION THROUGH SPECIFIC PERFORMANCE OF
VERBAL AGREEMENT**

Respectfully Sheweth: -

1. That the concise facts giving rise the filing of the instant suit are that the defendant No. 1 is the father of defendant No. 2, and defendant No. 1 is the paternal uncle (Taya) of the plaintiff.
2. That the plaintiff and defendant No. 2 jointly owned the property/house measuring 6 Marlas bearing Khewat No. 46 Khatooni No. 160 and 161 Salam Khata Qitat 10 total land 51 Kanal transferable share 6/1020 vide

registered Sale deed bearing document No. 2130 Bahi No. 1 Jild No. 2018 dated 04.04.2015 Sub-Registrar Aziz Bhatti Town Lahore Cantt situated at Hadbast Moaza Tehrra, Tehsil Cantt District Lahore and defendant No. 1 owned the property/house measuring 6 Marla 112.5 Sq.ft. bearing Khasra No. 796 Khewat No. 12, Khatooni No. 33 total land 6 Kanal 13 Marla transferable share 13/266 vide registered sale deed bearing document No. 9751 Bahi no. 1 Jild No. 681 dated 26.10.2005 Sub-Registrar Aziz Bhatti Town Lahore Cantt situated at Hadbast Moaza Tehrra Tehsil Cantt District Lahore, hereinafter referred to as the suit property. Copies of sale deeds are enclosed as **Annexure "A" and "A/1"**.

3. That the plaintiff and defendants are living in the house which is jointly owned by plaintiff and defendant No. 2. One Year ago, defendants wanted to sell their share in the property because defendants wanted to construct their own house on another plot which is owned by defendant No. 1.

4. That in the month of December 2016, plaintiff and defendants arrived at a verbal agreement in presence of Mr. _____ and Mr. _____ to the effect that the plaintiff will construct a house on the plot which is owned by the defendant No. 1 from his own pocket, in this

regard, defendant No. 2 withdrew his right of share in the house which is jointly owned by plaintiff and defendant No. 2. Plaintiff and defendants are close relatives, therefore, there was a relation of mutual trust and confidence on each other that is why the verbal agreement was not reduced into writing.

5. That according to the aforementioned verbal agreement plaintiff constructed the house on the plot measuring 6 Marla 112.5 Sq.ft. from his own pocket and invested Rs. 600,000/- on the said construction. Copies of receipts showing purchase of building material and other different items relating to construction are enclosed as Annexure "B".
6. That a month ago, plaintiff came to know that the defendants intend to sell the suit property to any third party in violation of aforementioned verbal agreement between the parties that defendant No. 2 shall surrender his rights in the suit property in view of investment made by the plaintiff on the aforementioned property owned by defendant No. 1. The plaintiff asked the defendants not to sell suit property but to no effect.
7. That in view of the above mentioned verbal agreement between the parties, defendant No. 2 made himself legally bound to surrender his rights

in property owned by him in favour of the plaintiff but now defendants are adamant to sell the suit property to a third person in sheer violation of above stated verbal agreement between the parties.

8. That the cause of action for the suit arose firstly in December 2016 when verbal agreement was arrived at between plaintiff and defendants that defendant No. 2 shall surrender his rights in the suit property in view of investment which was to be made by the plaintiff on the aforementioned property owned by defendant No. 1, secondly on 23 August 2017 when the plaintiff completed construction of the house on plot owned by defendant No. 1, thirdly one month ago the plaintiff came to know that defendants are trying to sell the suit property and finally a week ago when defendants refused to accede to genuine request of the plaintiff not to sell the suit property in violation of verbal agreement which is continuing.
9. That suit property situated in Lahore, therefore, this learned court has got the jurisdiction to adjudicate upon the matter.
10. That the valuation of the suit for the purposes of court fee and jurisdiction is fixed Rs. 40,00,000/- Prescribed court fee will be affixed on the plaint as and when this learned court may be pleased to direct.

PRAYER

It is therefore, most respectfully prayed that the suit may kindly be decreed in terms of verbal agreement i.e. that defendant No. 2 withdrew his right in property which is jointly owned by plaintiff and defendant No. 2 in favour of plaintiff and directing the defendants to perform his part of agreement and execute sale deed in favour of the plaintiff in respect of his share in the property jointly owned by the plaintiff and defendant No. 2 and also directing the defendant No. 2 to hand over vacant possession of his share in the property as aforesaid.

It is further prayed that defendants may kindly be restrained permanently to hand over possession and to alienate the suit property to any third party.

Any other relief which this court deem fit and appropriate may kindly be granted.

Plaintiff

(2)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2013

1. Sh. Abdul Manan S/o Nawab Din.
2. Abdur Razaq S/o Nawab Din.
3. Asia Khatoon D/o Sh. Nawab Din,

All residents of 1-Race View, off Jail Road, Lahore

Through special attorney Sh. Muhammad Isshaq S/o Abdul Manan R/o1-Race View, off
Jail Road, Lahore

Plaintiffs

Versus

1. Public At Large.
2. Excise and Taxation Department through its Director, Farid Kot Road, Lahore
3. Miss Amy J. King
4. Mr. Byram J. King

All son and daughter are Jivanji F. King, R/o 212-Ferozepur Road, Lahore

5. Mian Saeed Ahmad now dead and represented by legal heirs as: -

- a) Mrs. Safia Saeed (Widow)
- b) Najma Saeed (Daughter)
- c) Uzma Saeed (Daughter)
- d) Lubna Saeed (Daughter)
- e) Naghma Saeed (Daughter)
- f) Bisma Saeed (Daughter)
- g) Asam Saeed (Son)
- h) Mian Ahsan Saeed now deceased and represented by legal heirs and representatives as under:-
 - i) Mst. Rizwana (Widow)
 - ii) Azhar Fazal Saeed (Son) Minor
 - iii) Tayyab Saeed (Son) Minor

All legal heirs of Mian Saeed Ahmad, R/o, Shop No. S-50-R,43/33 Hall Road, commonly known as Sound and Vision, Lahore.

6. Malik Amanat S/o Anayat Ali R/o, occupant of shop No. S-50-R-43/33 Hall Road, commonly known as vigo Mobiles, 43, Hall Road, Lahore.

7. Aziz-ur-Rehman S/o Late Nawab Din, Deceased

- i. Tariq Aziz son of Aziz-ur-Rehman
- ii. Zubair Aziz son of Aziz-ur-Rehman

Legal heirs of Aziz-ur-Rehman, both R/o Ghulam Nabi Colony Samnabad, Lahore

8. Mst. Salma Khanum D/o Nawab Din deceased.

- i) Naseem.
- ii) Muhammad Naeem.

Legal heirs of Salma Khanum

9. Mst. Amtul Hafeez D/o Nawab Din deceased

i) Shabnam

Legal heir of Mst. Amtul Hafeez.

10. Mst. Maryam Khatoon,

i) Mohd Zubair.

ii) Aisha.

Legal heirs of Maryam Khatoon

residents of Ghulam Nabi Colony Samnabad, Lahore. Through their Special Attorney namely

Defendants

SUIT FOR DECLARATION AND PERMANENT INJUNCTION

Respectfully Sheweth: -

1. That property No. S-50-R-33, Hall Road, Lahore no it has been changed by the Excise and Taxation department as S-50-R-43 was transferred in favour of Late Sh. Nawab Din predecessor-in-interest of the plaintiffs and defendant No. 7 to 10, vide order dated 07.08.1962 of the Deputy Settlement Commissioner hereinafter referred to as the suit property. Now the suit property is in possession of defendant No. 6 and bonded as under: -

East: Lane

West: Hall Road, Lahore

North: Shop in possession of one Shakeel Ahmed

South: Shop in possession of Maqsood Ahmed

2. That Additional Settlement Commissioner vide his order dated 03.10.1969 set-aside the order of Deputy Settlement Commissioner dated 07.08.1962.

3. That the legal heirs of Sh. Nawab Din (deceased) and predecessor-in-interest of defendants No. 3 to 4 filed revision petition before the Settlement Commissioner against the order of Additional Settlement Commissioner.

4. That Settlement Commissioner accepted the revision petition of legal heirs of Sh. Nawab Din (Plaintiffs and defendant No. 7 to 10) and issued PTO No. 524679 dated 16.03.1970. The Settlement Commissioner issued another TO No. 16386 dated 01.11.1982.

5. That the suit property was in physical possession of predecessor in interest of the defendant No. 3 and 1.

6. That taking undue advantage of possession, defendants No. 3 and 4 tried to alienate the suit property in favour of defendant No. 5 illegally and without lawful authority.

7. That when it came to the knowledge of the plaintiffs that defendant No. 3 and 4 are trying to get a sale deed registered in favour of defendant No. 5, the plaintiffs immediately approach the concerned Sub-Registrar and brought it to his knowledge that plaintiffs are the lawful owners of the suit property and defendants No. 3 and 4 who are

not legal owners of the suit property are trying to illegally get the sale deed registered through him and requested him not to allow this said sale deed registered. The said Sub-registrar accordingly disallowed the registration of the sale deed which was to be executed by defendants No. 3 and 4 in favour of defendant No. 5.

8. That the defendant No. 3 and 4 filed an appeal before D.O. Revenue against the order of Sub-Registrar refusing to register the sale deed. The said appeal was dismissed vide order dated 04.04.2005.

9. That the plaintiffs submitted an application to ETO of Hall Road, Circle, Lahore praying that suit property may be transferred in favour of the plaintiffs and defendants No. 7 to 10.

10. That it is pertinent to mention here that after submission of application by the plaintiffs to the E.T.O., defendant No. 5 died. After the death of defendant No. 5, his son namely Mian Ahsan Saeed also died. After the death of Mian Ahsan Saeed his widow namely Mst. Rizwana (defendant No. 5-1) illegally delivered possession of the suit property to the defendant No. 6 without any lawful authority.

11. That in pursuance of the issuance of TO NO. 16386 dated 01.11.1982 issued by the Settlement Commissioner, plaintiffs have become entitled for transfer of the suit property in his favour. For the said purpose the plaintiffs submitted an application to E.T.O. of Hall Road Circle, Lahore for transfer of suit property in their favour and removed any other names but to no affect hence this suit.

12. That the cause of action for the suit arose in favour of the plaintiffs on 01.11.1982 when to was issued by the Settlement Commissioner in favour of the plaintiffs and the same is continuing.

13. That the suit property is situated at Lahore hence this learned court has got jurisdiction to adjudicate upon the matter.

14. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- No court fee is required to be affixed on the plaintiff under the law.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed declaring that the plaintiffs and defendant No. 7 to 10 are legal owners and entitled to the transfer of the suit property in their favour in pursuance of the TO. No. 16386 dated 01.11.1982 and defendant No. 2 may kindly be directed to transfer the suit property in favour of the plaintiffs and defendants No. 7 to 10.

It is further prayed that defendants No. 3 to 6 may kindly be restrained bay way of permanent injunction from alienating the suit property to any other person in any manner whatsoever.

Any other relief which may be deemed proper under the circumstances of the case may also be granted.

Plaintiffs

Through

(3)

BEFORE THE JUDGE BANKING COURT, LAHORE

SUIT NO. _____ /2011

Asif Motors through its proprietor Shabbir Ahmad S/O Muhammad Aslam, R/o House No. 34, Gali No.1, Mohallah Usman Gunj, Badami Bagh Lahore.

Plaintiff

Versus

M/s Askari Leasing Ltd. now merged in Askari Commercial Bank Ltd. 914 C, Faisal Town Lahore, through its Manager.

Defendant

SUIT FOR RENDITION OF ACCOUNTS REGARDING
LEASE OF VEHICLE NO. LEC-08-7985.

Respectfully Sheweth: -

1. That the plaintiff is a customer of the defendant Bank within the meaning of Section 2(C) of the Financial Institutions (Recovery of Finances) Ordinance, 2001.

2. That the Plaintiff applied for **Car Loan Facility** in the Year of 2008 with respect to **Car bearing Registration No. LEC-08-7985** Motor Car Toyota Corolla Colour White amounting to **Rs. 9,10,000/-** payable in 36 equal installments. Copy of said Motor Car registration is enclosed as **Annexure “A”**.

3. That the plaintiff has been paying the installments regularly towards the facility availed and there is no default on the part of the plaintiff whatsoever.

4. That the defendant has issued Termination Memo dated 19.01.2011 whereby defendant has demanded Rs.171,935/- without any justification but has not rendered proper statement of accounts to the plaintiff in respect of above said car loan. A copy of Termination Memo is enclosed as **Annexure “B”**.

5. That the plaintiff seriously disputes the amounts shown in the Termination Memo under the head of late payment charges Rs.27033/-, bounce cheque charges Rs.1500/- , lease termination receipt Rs.5390/-. Total disputed amount is Rs. 33923/-.

6. That as submitted above, plaintiff is not a defaulter at all. A copy of Payment Schedule is enclosed as Annexure "C".
7. That the plaintiff has made repeated request to the defendant to render proper account to the plaintiff but to no effect hence this suit.
8. That the cause of action arose in favor of the plaintiff and against the defendant firstly in the year of 2008 when the Car Loan Facility was extended to the plaintiff and finally on 19.01.2011 when the defendant issued Termination Memo to the plaintiff.
9. That the cause of action arose at Lahore and parties reside at Lahore, therefore, this learned Court has the Jurisdiction to adjudicate upon the matter.
10. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/-. No court fee required to be affixed on the plaint on the said suit amount.

PRAYER:

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favor of plaintiff and against the defendant directing the defendant to provide proper statement of accounts and other related documents to the plaintiff and settle the accounts with the plaintiff.

It is further prayed that disputed amounts shown in the Termination Memo under the head of late payment charges Rs.27033/-, bounce cheque charges Rs.1500/-, lease termination receipt Rs.5390/- (total disputed amount is Rs. 33923/-) may kindly be declared as illegal and defendant may kindly be restrained from recovering the said disputed amount from the plaintiff.

It is further prayed that defendant may kindly be restrained from adopting any coercive measure for recovery of the impugned amounts or to repossess the vehicle under reference.

Any other relief, which this Hon'ble Court deems appropriate, may also be granted.

Plaintiff

Through

(4)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Naveed Ahmad S/o Muhammad Sadiq Khan R/o House No.E-271/2-A, Street No.1,
Qasaban Wali, Muhalla Astana Ghousia, Walton Road, Lahore.

Plaintiff

Versus

1. Zahid Hussain S/o Sardar Muhammad R/o House No.61, Street No.8, Bakar
Muhalla Sadar Bazar, Lahore Cantt.
2. Akhlaq Hussain S/o Ch. Ata Muhammad R/o House No.414, Street No.33, Dighi
Muhalla, Sadar Lahore Cantt.
3. Shahid Hussain S/o Sardar Muhammad R/o House No.61, Street No.8, Bakar
Muhalla Sadar Bazar Lahore Cantt.

Defendants

SUIT FOR DECLARATION & PERPETUAL INJUNCTION

Respectfully Sheweth:

1. That the defendants are bookies and deals in the illegitimate business of match fixing.
2. That the plaintiff became a victim of defendants during the Cricket World Cup 2003. The defendants persuaded the plaintiff to try luck in match fixing in respect of World Cup Cricket matches, 2003. Unfortunately the plaintiff lost the bet worth Rs. 3.5 lac but could not pay the bet amount to the defendants at the spot. The defendants continued demanding the said amount along with compound interest which amount, as per defendants, stood accumulated at Rs. 1200000/- during the period 2005 to 2009. Under the life threat, the defendants extorted Rs. 1250000/- from the plaintiff through cheques (which were got en-chashed) the detail is as under:

SR.#	CHEQUE NO.	DATED	AMOUNT	BENEFICIARY	BANK
1.	7248083	16.11.2005	3,00,000	Zahid Hussain defendant No. 1	Soneri Bank
2.	7248088	26.12.2005	4,50,000	Zahid Hussain defendant No. 1	DHA branch Lahore
3.	1887988	20.07.2007	2,00,000	Zahid Hussain defendant No. 1	DHA branch Lahore

4.	7248098	20.01.2008	2,50,000	Zahid Hussain defendant No. 1	DHA branch Lahore
5.	0745565	11.03.2009	50,000	Zahid Hussain defendant No. 1	DHA branch Lahore

3. That despite extorting the above said amount of Rs. 12,50,000/- from the plaintiff, the defendants, coerced the plaintiff to sign a pre-written stamp paper. The said stamp paper was shown to be an agreement allegedly executed between the plaintiff and defendant No. 1 and it was stated therein that defendant No. 1 had to receive Rs. 12,000,00/- from the plaintiff and against the said amount plaintiff has given his house measuring 7 marla situated at moza kore, Lahore Cantt. and it is agreed between the parties that plaintiff will return the said amount till 06.10.2009, in case plaintiff fails to do so, in the said event defendant No. 1 will be considered as owner of the said house.

The above referred document shown to be an agreement between the plaintiff and defendant No. 1 is product of coercion and blackmailing and without consideration, hence it is a nullity in the eye of law.

The above said so-called agreement dated 06.07.2009 is enclosed as Annexure "A".

4. That the highhandedness of defendant No. 1 did not end here, the defendants also forcibly obtained post dated cheques from plaintiff detailed as under:

SR.#	CHEQUE NO.	DATED	AMOUNT	BANK	BENEFICIARY
1.	0745558	11.01.2009	11,60,000	Soneri Bank DHA branch Lahore	Shahid defendant No. 3

2.	745557	11.01.2009	1,000,00	Soneri Bank DHA branch Lahore	Shahid defendant No. 3
3.	0745574	18.08.2010	600,000	Soneri Bank DHA branch Lahore	Ch. Akhlaq defendant No. 2
4.	0745575	18.02.2010	600,000	Soneri Bank DHA branch Lahore	Ch. Akhlaq defendant No. 2

It may be noted that no amount is payable by the plaintiff in respect of above said cheques. The above said cheques were issued under coercion and without consideration. Hence the said cheques are not en-cashable.

5. That the defendants are continuously blackmailing the plaintiff by forcing the plaintiff to rejoin their illegitimate business of match fixing failing which they have threatened the plaintiff to misuse the above said document and cheques against the plaintiff.

6. That the plaintiff has requested the defendants to desist from harassing and blackmailing the plaintiff but to no effect, hence this suit.

7. That the cause of action for the suit arose in favour of the plaintiff and against the defendant firstly on 16.11.2005, then on 26.12.2005, 20.07.2007, 20.01.2008 and 11.03.2009 when above said cheques were got by defendants from the plaintiff under threat and then 06-07-2009 when pre-written stamp paper was forcibly got signed by the defendant from the plaintiff & finally a week ago when defendants refused to accept the genuine request of plaintiff not to harass and blackmail the plaintiff.

8. That the cause of action arose at Lahore hence this learned court has got the jurisdiction to try this suit.

9. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs.5000/- . No court fee is requited to be affixed on the plaint on the said suit amount.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants declaring that the document Annexure-A and cheques No. 0745558 dated 11.01.2009 for Rs. 11,60,000/-, cheque No. 745557 dated 11.01.2009 for Rs. 1,00000/-, cheque No. 0745574 dated 18.08.2010 for Rs. 600,000/-, cheque No. 0745575 dated 18.02.2010 for Rs. 600,000/- may kindly be declared as without consideration, a product of coercion and blackmailing on the part of defendants and as such a nullity in the eye of law and of more legal effect.

It is further prayed that defendants may kindly be permanently restrained from mis-using the above referred document (Annexure-A) and cheques.

Any other relief which this learned court may deem proper may also be granted.

Plaintiff

Through

(5)

IN THE COURT OF LEARNED SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ / 2018.

1. Tariq Usman.
2. Imran Usman
3. Asad Usman
4. Adnan Usman
5. Salman Usman
6. Ghazala Pervaiz Malik
7. Rizwana Haroon.
8. Farzana Haq
Sons & daughters of Muhammad Usman Khan, residents of 23-Shadman-I,
Lahore.

9. Ismat Irfan
10. Hamza Irfan.
11. Anoshay Irfan.
12. Moazia Irfan.
Widow, son and daughters of Irfan Usman, resident of 23, Shadman-I, Lahore.

Through Adnan Usman son of Muhammad Usman Khan, resident of 23, Shadman-I, Lahore being special attorney.

PLAINTIFFS

V E R S U S

1. Shah Tariq Ahmad deceased through legal heirs
 - 1-A. Kaneez Fatima
 - 1-b. Shah Saad Hussain
 - 1-c. Madiha Shah.
 - 1-d. Anam Shah
Widow, son and daughters of Shah Tariq Ahmad, residents of Flat No. 7-F, Askari Apartments, Askari-5, Walton Airport, Gulberg-III, Lahore.
2. Shah Sadiq son of Shah Nasir Hussain, resident of House No. 8, Street No. 3, Sector F-7/4, Islamabad.
3. Mst. Raheela Azhar daughter of Shah Nasir Hussain, resident of Flat No. 7-F, Askari Apartments, Askari-5, Walton Airport, Gulberg-III, Lahore.

DEFENDANTS

SUIT FOR RECOVERY OF DAMAGES OF
RS.80,00,00,000/-

Respectfully Sheweth: -

1. That the plaintiffs are represented through Adnan Usman, special attorney of all the plaintiffs, having immaculate and spotless reputation in the society.
2. That the predecessor-in-interest of plaintiffs along with 2 sons namely Irfan Usman (deceased) and Tariq Usman (Plaintiff No. 1) entered into an agreement to sell regarding land measuring 988 Kanal 16 Marla situated in Mauza Fateh Jang Singh Wala, Tehsil Cantt, District Lahore. The said land was being mortgaged with the then Agricultural Development Bank of Pakistan, which loan was repaid by the predecessor-in-interest of the plaintiffs as well as said Irfan Usman (deceased) and Tariq Usman. After the repayment of loan, the land was got redeemed and the same was purchased vide mutation No. 125, 126 and 127 dated 16.03.1971 from the predecessors-in-Interest of the defendants after payment of remaining amount as agreed in the agreement to sell. Copies of agreement to sell, loan payment receipts, redemption letters, sale mutation Nos. 125, 126 and 127 dated 16.03.1971 are enclosed for kind perusal.
3. That the possession of said land was taken over by the plaintiffs from the very first day of purchase i.e. 16.03.1971 and the same has been continuously in possession of the plaintiffs till April 2006 without any disturbance from any corner.

On 06.04.2006, the possession of the said properties was handed over to DHA through written agreement. Copy of the agreement is enclosed for kind perusal.

4. That over the time, the major portion of the said land was brought in use by putting hard labour and resources by the plaintiffs. Primarily a tubewell for irrigations purposes was installed by the predecessor-in-interest of the defendants at the said property. The said predecessor-in-interest himself wrote to the then Sub Divisional Officer WAPDA for incorporation of name of predecessor-in-interest of defendant as he had sold the property to him. A Marble Factory was also established at the said property during the time which, remain functional for a long period. During the year 2003, the said property, due to extension of DHA, fell within the limits of DHA, whereupon the then administration approached the plaintiffs for the sale of their property to them. The matter remained under consideration between the parties. Copy to the letter written to SDO WAPDA is enclosed for kind perusal.

5. That during the year 2003, when the defendant came to know that said property has fallen within the jurisdiction of DHA and DHA is willing to purchase the same, initiated frivolous litigation challenging the sale mutations sanctioned

on 16.03.1971. Apart from civil litigation against the plaintiffs, criminal prosecution was also brought against the plaintiffs eloing them in ties of litigation in order to gain undue advantage illegally and unlawfully and without any justification.

6. That the plaintiff has faced rigors of litigation for more than 17 years which ultimately proved of baseless, fictitious and malicious by the different courts of country.

7. That due to prolonged litigation, the value of property has decreased almost 100 times as compared to the offer given to the plaintiffs by DHA during the year 2003, due to above stated litigation, for which the plaintiffs have suffered huge loss. The DHA had offered price of Rs. 10,00,00,000/- per acre which has now gone to Rs. 2,50,00,000/- per acre. Hence the loss suffered by plaintiffs can easily be calculated from the difference. Apart from the devaluation of the property, the plaintiffs had also suffered mental torture and agony due to the litigant nature of defendants which has disturbed the whole family life of plaintiffs.

8. That due to initiation of litigation by the defendants, many others started futile litigation indulging the plaintiffs in different other litigations regarding the property owned by the plaintiffs. Such incidents also added fuel to fire and increased troubles for the plaintiffs beyond imagination. Copies of different litigation initiated against the plaintiffs regarding the property mentioned above are enclosed for ready reference.

9. That the plaintiffs have been successful in getting all the allegations leveled against them cleared through the courts of law. The litigation initiated by the defendants has been declared to have been without any cause and outcome. Copy of judgment and decree passed in favour of the plaintiffs and against the defendants is enclosed for kind perusal.

10. That on account of the above said malicious prosecution the plaintiff is entitled to recover damages from the defendant. The plaintiff claims the damages against the defendant as under:-

Damage suffered by plaintiffs **Rs. 50,00,00,000/-**
Due to devaluation of property

Expenses incurred on litigation. Rs. 5,00,00,000/-

Mental agony and loss of Reputation	Rs. 25,00,00,000/
Total	Rs. 80,00,00,000/

11. That the cause of action arose in favour of the plaintiff and against the defendant firstly 20-08-2003 when the defendant filed a baseless suit against the defendant, secondly when criminal litigation was initiated by defendants against plaintiff and finally on 18-09-2018 when the suit was dismissed by the learned Trial Court whereby the suit was decided in favour of the plaintiffs.

12. That the cause of action arose at Lahore, hence this learned Court has got jurisdiction to try and adjudicate the suit.

13. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 80,00,00,000/- and appropriate court fee will be affixed as and when directed by the learned court.

PRAYER

It is, therefore, most respectfully prayed that a decree of recovery of damages amounting to Rs. 80,00,00,000/- may kindly be passed in favour of the plaintiff and against the defendant with costs.

It is further prayed that costs of the suit may also be awarded to the plaintiffs.

Any other relief which this Hon'ble court deems fit and proper may also be allowed to the plaintiffs.

PLAINTIFFS

(6)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No._____ /2005

Nisar Ahmad son of Mr. Ghulam Mohi-ud-Din, resident of House No. 192, Street No. 11, Askari Housing Scheme, Zarar Shaheed Road, Lahore.

Plaintiff

Versus

Zahoor Ahmad son of Mr. Ghulam Mohi-ud-Din, resident of 152-B, New Muslim Town, Lahore

Defendant

(AMENDED PLAINT)

SUIT

For Possession Through Partition By Demarcation And Muslim Town, Lahore

Subject Matter:

Relates to property bearing No.152-B, Double Storeyed property No. SXXNIL-152/B, raised on a piece of land measuring 4 Kanals 4 Marlas 88 Sq.ft. situated in New Muslim Town, (Block-B), Lahore.

Respectfully Sheweth:-

- 1.(a) That this amended plaint is been filed in compliance of the order this learned Court dated 30.09.2009

1. That suit earlier filed was dismissed on 24.03.2005 by Mr. Ejaz-ur-Rehman the learner Civil Judge for none prosecution hence this suit.
2. That the parties hereto are real brother and transfer of a piece of land measuring 4 Kanals 4 Marlas 88 Sq.ft. vide Dastavez No. 31448 dated 04.11.1984, executed between the parties hereto and the Lahore Development Authority, Lahore which stands registered before the Su-Registrar, Lahore Cant. Copy of the Sale Deed is appended herewith the plaint and placed at Annexure "A" and the part of 221-Acres Scheme showier plot No. 152-B issued by the Lahore Development Authority, Lahore is also annexed herewith the plaint and is placed at Annexure "B".
3. That the parties hereto jointly with their active participation raises Super-structure on the approved Site plan and, as such, incurred huge amount in the construction of double storeyed house. Building plan showing the existing building is pleased at Annexure "C".
4. That the families of the parties hereto resided in their respective portions of the said property till the year 2001.
5. That the construction of the said property was designed in such a way to facilitate and provide access/passage independently to their portion with no interruption from either of the parties or the occupants/families of the two real brothers.
6. That notwithstanding the best intentions of the plaintiff to avoid aspersion, feuds and squabbling and careful designing of the building for independent residences, the plaintiff and the defendant failed in their intentions and desires.
7. That the parties hereto concluded/executed Agreement to Sell/Contract dated 07.04.2001. The terms and Conditions as settled, agreed upon and concurred by the parties are as under.

- (a) That the valuation/assessed price of **Half** of the property was accepted by the parties as of Rs. 1,12,50,000/-.
 - (b) Rs. 84,54,000/- have been paid by the defendant and received by the plaintiff and the remaining amount of Rs. 27,96,000/- was to be paid by the defendant before or on 30th day of May, 2001.
 - (c) That possession of the parties occupied by the plaintiff i.e. half of the property was required to be handed over to the defendant at the time of final payment and execution of the Sale Deed, before the Sub-Registrar, Lahore.
 - (d) In case final payment is not made by the defendant i.e. Rs. 27,96,000/- on or before 30th day of May 2001, the aforesaid Contract/Agreement will be automatically rescinded and the earnest amount will stand forfeited. Copy of the Agreement/Contract dated 07.04.2001 is annexed herewith the paint and placed at Annexure "D".
8. That the Agreement to Sell/Contract dated 07.04.2001 whereby the contractual liabilities were settled between the parties inter-se has ceased to exist, and as such, it has no legal effects enforceable in the law.
9. That the defendant has illegally, without consent of the plaintiff has occupied the portion belonging to the plaintiff during the month of May 2002. the plaintiff did not make controversy, dispute or feral issue, keeping in view the family respect, honour and image.
10. That the negotiations for a peaceful, amicable and honourable settlement of the dispute have failed, therefore, the plaintiff has been left with no alternative or option except to seek indulgence of the court of competent jurisdiction to resolve the controversy.

11. That the defendant has been preparing to dispose of the said property clandestinely and if he succeeds in his nefarious designs the plaintiff will suffer an irreparable loss and legal injury.

12. That the cause of action finally accrued in favour of the plaintiff and against the defendant during the month of May 2002 and the same is continuously accruing in favour of the plaintiff and against the defendant till the institution of this suit.

13. That the parties to the suit reside at Lahore, property is situated at Lahore and the cause of action also arose at Lahore, therefore, this Hon'ble Court has got jurisdiction to entertain, adjudicate and finally decide the matter.

14. That value of the suit is fixed at Rs. 1,12,50,000/- and the maximum court fee hereby has been affixed on the plaint.

PRAYER

Under the circumstances it is prayed that a Decree may kindly be passed in favour of plaintiff and against the defendant to the following effects:-

- (a) Partitioning and demarcating of Property bearing No. SXXNIL-152-B situated at New Muslim Town, Lahore, in accordance with building plans appended herewith plaint.
- (b) Delivering of possession of the property aforesaid in accordance with the building plans to be handed over to the plaintiff.
- (c) Declaring the Agreement to Sell/Contract dated 07.04.2001 as of no legal effects.

(d) Permanent Injunction directing the defendant to abstain from disturbing the possession and occupation of the property handed over to the plaintiff as a consequential relief of the suit.

(e) Costs of the suit may also be awarded in favour of the plaintiff.

Plaintiff

(7)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2019

Muhammad Irshad son of Mian Bagh Ali, resident of House No. 8, Canal Park, Gulberg, Lahore.

PLAINTIFF

Versus

1.

2.

DEFENDANTS

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth: -

1. That the plaintiff is the lawful owner of land measuring 2K-0M-58Sqft bearing Khata No. 464 to 469, Khatooni No. 119/99 situated within revenue Estate of Ameerpura, Tehsil Raiwind, Lahore through registered sale deed bearing document No. 2419, Bahi No. 1, Book

No. 8058 dated 16.02.2019 registered with Sub Registrar Nishtar Town, Lahore.

The sale deed has also been incorporated in the revenue record through mutation

No. 1897 in favour of the plaintiff. Copy of the mutation is attached as **ANNEXURE**

“A”.

2. That the plaintiff is lawful owner in possession of the suit property. The defendants have no right or justification to cause any sort of hindrance or disturbance in the possession of the plaintiff over the suit property in any manner whatsoever.

3. That it is a course/habit of the defendants to occupy properties owned by others through show of illegal force and through their gundas and thereafter purchase the same property in a minimum price. Likewise, the defendants started their efforts to occupy the suit property a month ago and unloaded some bricks etc at the suit property. The plaintiff seeing the defendants with others at the suit

property, questioned them about their presence there, the defendants replied that they being the owners of the said property has taken the possession of the same, The plaintiff requested the defendants that he has purchased the suit property and they have no concern with the suit property, upon which the defendants left the suit property while extending threats of dire consequences.

4. That two weeks ago, defendants along with some ghunda elements, all armed with deadly weapons once again came at the suit property and tried forcibly and illegally to dispossess the plaintiff from the suit property but due to timely intervention of the respectable of the vicinity, they could not succeed in their nefarious designs. The defendants fled away from the suit property while extending threats of dire consequences to the plaintiff that they will come again and will dispossess the plaintiff from the suit property.

5. That cause of action for the suit arose firstly on 16.02.2019 when plaintiff purchased the land measuring 2K-0M-58SqFt, secondly a month ago when the defendants unloaded building material at the suit property, thirdly two weeks ago when the defendants illegally and unlawfully tried to dispossess the plaintiff from the suit land and finally on 03.05.2019 when the plaintiff approached the defendants to refrain from interfering into the peaceful possession of plaintiff over

the suit land, which they flatly refused to accede, hence the same is still accruing in favour of the plaintiff.

6. That the suit property is situated at Lahore, hence this learned court has got jurisdiction to try this suit.

7. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 20,000/- and appropriate court fee has been affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants restraining the defendants by way of permanent injunction from interfering into the peaceful possession of the plaintiff over the suit property.

It is further prayed that defendants may kindly be restrained through injunctive order from dispossessing the plaintiff illegally and unlawfully from the suit property in any manner whatsoever.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

PLAINTIFF

Through;

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2011

Abdul Salam S/o Abdul Ghaffar R/o House No. 366, Block 5, Sector A-2, Township, Lahore.

Plaintiff

Versus

- | | | | |
|-----|---|---|---|
| 1. | Zia-ul-Qamar | : | |
| 2. | Fiaz Hussain | : | Sons |
| 3. | Farrukh Hussain | : | |
| 4. | Shahzad Hussain | : | |
| 5. | Shaheen Akhtar | : | |
| 6. | Nasreen Begum | : | daughters |
| 7. | Tahseen Akhtar | : | of late Sheikh Muhammad Hussain R/o House No. 3, Ameen Park, Kacha Ravi Road, Lahore. |
| 8. | Ashiq Muhammad Bhatti (father) | | |
| 9. | Mst. Maryam Naeem (widow) | | |
| 10. | Mst. Maha Naeem (minor daughter) through Mst. Maryam Naeem, her real mother and next friend. | | |
| 11. | Mst. Hamaira Naeem (minor daughter) through Mst. Maryam Naeem, her real mother and next friend.
of late Naeem Tariq, R/o House No. F-1421, Koondi Garan Street, Mochi Bazar, Lahore. | | |

12. Roheel Mahmood S/o Ashiq Muhammad Bhatti, R/o House No. F-1421, Koondi Garan Street, Mochi Bazar, Lahore.
13. Mian Haroon Allaardin S/o Mian Allaardin R/o Bazar Barood Khana, Lahore.
14. Muhammad Ameen S/o Muhammad Tufail, R/o Ibrahim Road, House No. 8, Street No. 24, Bilal Ganj, Lahore.
15. Muhammad Ashraf S/o Abdullah R/o Chaudhary Park, Intiaz Road, House No. 24, Lahore.
16. Muhammad Bashir S/o Muhammad Hussain, Caste Arain, R/o Chah Qasoorian Wala, Nai Abadi, Near Bushra Factory, Lahore.
17. Tehsildar City District, Lahore

Defendants

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF

Respectfully Sheweth: -

1. That Haroon Alla-ud-Din/respondent No. 13 was owner of property measuring 18 Kanals 8 marlas 159 Sqft in Khewat No. 3 rectangle No. 924, Khewat No. 265 rectangle No. 399 and Khewat No. 303 rectangle No. 827.
2. That the respondent No. 13 sold out 8 kanals 7 marlas 159 Sq ft out of his ownership in Khasra No. 3 rectangle No. 924 Khewat No. 265, rectangle No. 399-Min and Khewat No. 303, rectangle No. 827 to late Muhammad Hussain S/o Noor-ud-Din, the predecessor-in-interest of defendants No. 1 to 7 through Sale Deed No. 7100 dated 06.05.1978.

3. That it is pertinent to mention here that originally the above said khasra No. 827 was measuring 10 kanals 15 marlas was subsequently subdivided into jadeed khasra numbers 1333/827 (3 kanals 3 marlas) 1334/827 (7 kanals 12 marlas) vide intiqal No. 52 notification dated 03.07.1951.

4. That Muhammad Hussain sold 1 kanal 10 marlas comprising khasra No. 1334/827 to the plaintiff vide Sale Deed bearing document No. 14974, Bahi No. 1, Volume No. 1595 dated 10.11.1982 registered at the then Sub-Registrar City Lahore (hereinafter referred to as the suit property). The mutation bearing No. 5937 in respect of the suit property was sanction on 27.03.1983 in the revenue record in favour of plaintiff but subsequently on account of cancellation of mutation in favour of Muhammad Hussain the above said mutation in favour of plaintiff was also cancelled. A copy of the said Sale Deed is enclosed as **Annexure "A"**. A copy of relevant page of Register Haqdaran is enclosed as **Annexure "B"**.

5. That respondent No. 13, later on, sold 9 kanals 15 Marlas property to Muhammad Amin (respondent No. 14), Muhammad Ashraf (respondent No. 15) and Bashir (respondent No. 16) in rectangle No. 1334/827 and 924. Muhammad Amin, Muhammad Ashraf and Bashir also sold out 9 kanals 15 Marlas property in only rectangle No. 1334/827 to late Naeem Tariq, predecessor-in-interest Raheel Mahmood

(respondent No. 12) and Rahat Shakeel etc. through sale deed in violation of law to the prejudice of other co-shares.

6. That Naeem Tariq/successor-in-interest of respondents No. 8 to 12, had instituted a suit against the defendants Sh. Mohammad Hussain etc. for declaration and cancellation of document regarding khasra No. 827 property measuring 1 kanal ten marlas which was alienated by the defendant No. 13 in favour of late Sh. Mohammad Hussain through registered sale deed dated 06.05.1978 Dastavez No. 7100, Behi No. 1, Jild No. 6732 pages No. 257 to 259 and sought its cancellation and prayed for the declaration that Naeem Tariq and an other are true owners of the property measuring 2 kanals in khasra No. 827 through registered sale deed in their favour.

7. That Sh. Mohammad Hussain also filed a suit against Naeem Tariq/successor-in-interest of respondents No. 8 to 12 and respondents No. 13 to 15 for suit for cancellation of deeds No. 15864 and 15862 dated 25.07.1979 and 24.07.1979 being illegal, bogus, inoperative against the rights of the plaintiffs with permanent injunction.

8. That the learned Trial Court consolidated both the suits. The learned Trial Court dismissed the suit titled Naeem Tariq another Vs Sh. Mohammad Hussain and decreed the suit titled Sh. Mohammad Hussain Vs Naeem Tariq another vide consolidated

judgment and decree dated 30.06.1996. A copy of the judgment and decree are enclosed as **Annexure "C" & "C-1"** respectively.

9. That Naeem Tariq filed two appeals from judgment and decree dated 30.06.1996 which was dismissed learned Additional Judge vide his judgment and decree dated 04.06.1998. A copy of the consolidated judgment and decree of learned Appellate Court are enclosed as **Annexure "D" & "D-1"** respectively.

10. That Naeem Tariq filed two revisions petition No. 1346/98 and 1347/98 against the judgment and decree of appellate court before the Hon'ble Lahore High Court. The said revision petitions, by consensus of parties, were remanded to the trial court by order dated 10.07.2003 with certain observations. A copy of the above said order of Hon'ble Lahore High Court is enclosed as **Annexure "E"**.

11. That in post remand proceedings, the trial court again decreed the suit titled Sh. Muhammad Hussain Vs. Naeem Tariq and dismissed the suit titled Naeem Tariq Vs. Sh. Muhammad Hussain vide judgment and decreed dated 13.06.2007. A copy of the judgment and decree of learned trial court are enclosed as **Annexure "F"**.

12. That Naeem Tariq preferred two appeals against the consolidated judgment of above said judgment and decree dated 13.06.2007. The learned appellate court dismissed both the appeals vide judgment and decree dated 18.05.2011. A copy of the

consolidated judgment of appellate court dated 18.05.2011 are enclosed as **Annexure**
"G" & "G-1".

13. That after pronouncement of judgment dated 18.05.2011 by the learned Appellate Court, the plaintiff requested defendant No. 1 to 7 to honour the commitment of there predecessor in interest and ask defendant No. 17 to enter the plaintiffs name in the revenue record in implementation of the judgment and decree of Appellate Court as owner of the suit property butt they have denied to admit the status of plaintiff as owner of the suit property. The plaintiff also moved an application to defendant No. 17 with the prayer that mutation No. 3937 dated 27.03.1983 which was sanctioned on the basis of sale deed registered by Sh. Muhammad Hussain (predecessor of interest of defendant No. 1 to 7) be restored and name of the plaintiff be entered in the revenue record as owner of the suit property. Defendant No. 17 has asked the plaintiff to provide a declaratory decree passed by a competent court of law in his favour hence this suit.

14. That it is pertinent to submit here that both Naeem Tariq and Muhammad Hussain have died during the pendency of above said litigation.

15. That the cause of action arose in favour of the plaintiff and against the defendant, firstly, on 10.11.1982 when plaintiff purchased the suit property, secondly on 13.06.2007 when suit titled Naeem Tariq Vs. Muhammad Hussain was dismissed and the suit titled Muhammad Hussain Vs. Naeem Tariq was decreed by the learned trial

court then on 18.05.2011 when appeal titled Naeem Tariq Vs. Muhammad Hussain was dismissed by the learned Appellate Court and finally a week ago when plaintiff requested defendant No. 1 to 7 to honour the commitment of their predecessor in interest and to ask defendant No. 17 to enter the plaintiff's name in the revenue record in implementation of the judgment and decree of Appellate Court as owner of the suit property but they denied to admit the status of plaintiff as owner of the suit property and finally two days when plaintiff also moved approached defendant No. 17 with the prayer that mutation No. 3937 dated 27.03.1983 which was sanctioned on the basis of sale deed registered by Sh. Muhammad Hussain (predecessor of interest of defendant No. 1 to 7) be restored and name of the plaintiff be entered in the revenue record as owner of the suit property and defendant No. 17 asked the plaintiff to provide a declaratory decree passed by a competent court of law in his favour.

16. That the suit property is situated at Lahore, cause of action also arose at Lahore, therefore, this learned court has got jurisdiction to adjudicate upon the matter.

17. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- No court fee is payable on the said suit value.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants declaring the plaintiff as the owner of the suit property i.e. property measuring 1 kanal 10 marlas comprising khasra No.

1334/827 registered in favour of the plaintiff vide documents No. 5937, bahi No. 1 volume No. 1595 dated 10.11.1982.

It is further prayed that as a consequential relief defendant No. 17 may kindly be ordered to enter plaintiff's as owner of suit property in the revenue record by way of restoring mutation No. 3937 dated 27.03.1983 in favour of the plaintiff.

It is further prayed that by way of permanent injunction defendant No. 1 to 16 may kindly be restrained from alienating the suit property to any other person in any way whatsoever.

It is further prayed that any other relief which may be deemed fit and proper under the circumstances of the case may please also be granted.

Plaintiff

(9)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2015

Ghazala Junaid Mir W/o Junaid Mir R/o House No. 91, Street No. 10 Block Gardinia, Bahria Town, Lahore.

Plaintiff

V E R S U S

Shahzadi Awan W/o Ghulam Mustafa Awan R/o House No. 10, Street No. 5, Muhallah Data Nagar, Badami Bagh, Lahore.

Defendant

SUIT FOR RENDITION OF ACCOUNTS

Respectfully Sheweth,

1. That the plaintiff is a beautician by profession working as a visiting beautician at UAE for the last 15 years and she is earning approximately Rs. 300,000/- per month, however her permanent address is as given above.

2. That the defendant was also a beautician by profession and is residing at above given address.
3. That being professionals in the same trade, plaintiff and defendant were known to each other and had a cordial relation for the last 5 years.
4. That during the period of last 5 years defendant had developed a relation of confidence and trust with the plaintiff.
5. That in May 2014, defendant proposed to the plaintiff to join hands with defendant to form a partnership firm for running the business of their common taste i.e. beauty parlor.
6. That the plaintiff and defendant thus agreed to start a business in partnership under the name and style "M/s ENVOGUE BEAUTY SALOON" with there business place at 46-A, C-1, M.M. Alam Road Gulberg, Lahore.
7. That accordingly the parties executed a deed of partnership on 01.07.2014. A copy of partnership deed is enclosed as Annexure "A".
8. That the said deed of partnership was registered on 16.10.2014 with the Registrar of Firms, City District Government Lahore under the name and style "Envouge Beauty Saloon". A copy of Firm Registration Certificate is enclosed as Annexure "B".

9. That it is pertinent to submit here that prior to signing the partnership deed defendant proposed to the plaintiff that first of all they should take some building on lease to establish a beauty parlor. Acting on the said plan defendant took on lease a portion of House No. 46-A/C-1, M.M. Alam Road, Gulberg-II, Lahore. Plaintiff paid Rs. 14 lacs to the defendant i.e, 8 lacs as advance rent for 4 months and 6 lacs as security for onward payment to the lessor in presence of Mr. Muhammad Qaisar S/o Shafat Khan R/o House No. 217, Eden Cottage, Iqbal Park, Lahore Cantt. and Mr. Muhammad Nasir Mahmood S/o Muhammad Ramzan R/o 39-Abbot Road, Lahore. It is important to mention here that the defendant cleverly got the name of her husband (Ghulam Mustafa) entered in the lease deed instead of the plaintiff and defendant. The plaintiff objected to that but the defendant replied that she thought it wise to have a male lessee to avoid any future problem in respect of tenancy.

10. That the plaintiff could not smell any foul play. However, subsequent events revealed that intention of defendant was not noble from the day first. Defendant planned with malafide intention and ulterior motives to cheat the plaintiff in future.

11. That on 03.07.2014 the defendant took the plaintiff to MCB Bank, Gurumangat Branch, Gulberg Lahore to open a joint account in the said branch of the bank. Till that time the Partnership Firm had not been registered. The parties were intending to start business with immediate effect i.e, 01.07.2014, therefore, defendant proposed that parties should open a joint account, not in the name of Firm but in the name of both

plaintiff and defendant. Accordingly plaintiff and defendant both signed various documents to open a joint account and handed over to the Bank officials.

12. That the defendant recruited all the required staff for business but did not bother to consult with the plaintiff and bit by bit set out all the management under her individual control.

13. That plaintiff invested Rs. 5.5 Millions in the said business according to the financial requirements of the business. All these payment were made from time to time in presence of witnesses namely, Muhammad Qaisar and Muhammad Nasir Mahmood.

14. That two months ago plaintiff asked the defendant to provide statement of joint accounts of the partnership firm but the defendant avoided to provide the same on one pretext or the other.

15. That the plaintiff kept on demanding the statement of accounts of the firm, the defendant frankly admitted that there was no joint account and in fact the bank account which the defendant was maintaining was in the name of defendant alone in her individual capacity. However, she admitted that she was keeping all the income of the firm in her individual account. Defendant refused to provide the statement of her individual account to the plaintiff, as well as accounts statement of the business.

16. That being convinced that the foul play having been played by the defendant, the plaintiff asked the defendant to have the matter of accounts of the firm be settled through arbitration, even defendant refused the same.

17. That initial expenses incurred on the establishment of beauty parlor like building rent, advance rent, security deposit, property dealer commission and various bill like Electricity and gas were amounting to Rs. 3,424,212. A copy of computer generated statements of accounts provided by defendant to the plaintiff in this respect is enclosed as Annexure "C". A copy of salary sheet for the month of September 2014 is also enclosed as Annexure "D".

18. That defendant has been earning approximate average profit a sum of Rs. 30,00,000/- per month (one lac per day) after deduction of all the expenses.

19. That the cause of action arose in favour of the plaintiff and against the defendant firstly on 29.05.2014 when plaintiff paid an amount of Rs. 14 lacs to the defendant for acquiring building on lease for beauty parlor, Rs. 6 lacs as security and Rs. 8 lacs as four month's advance rent, secondly on 01.07.2014 when plaintiff and defendant executed partnership deed and started business of beauty parlor, thirdly two weeks ago when defendant flatly refused to provide bank statement and also refused to settle accounts of partnership firm with the plaintiff, hence this suit.

20. That cause of action arose at Lahore, the parties to the suit also reside at Lahore and the business venue, also falls within territorial jurisdiction of this learned court, hence this learned court has got the jurisdiction adjudicate upon the matter.

21. That the value of the suit for the purposes of court fee and jurisdiction is fixed at 20,000/-. No court fee required to be affixed on the plaint under the law. however, the exact value of the suit and the amount of court fee will be determined at the stage of final decree by this learned court. Plaintiff will affix court fee as ordered by this learned court.

PRAYER

It is, therefore, most respectfully prayed that a decree for rendition of accounts in favour of the plaintiff and against the defendant may kindly be passed with direction to the defendant to tender the statement of accounts of the partnership firm namely, "Envouge Beauty Saloon" before the plaintiff to enable this learned court to pass a decree for the amount payable by the defendant to the plaintiff.

It is further prayed that by way of permanent injunction the defendant may kindly be restrained from running the business of beauty parlor and using the name and style of "M/s Envogue Beauty Saloon" till the final decision of this suit.

Any other relief which this learned court deem fit and proper under the facts and circumstances of the case may also be granted.

Plaintiff

(10)

Suit No. _____ / 2018.

1. Mst. Azra Hussain Malik

2. Mst. Qurat-ul-ain

Widow and daughter of Late Faiz Mohi-ud-Din, resident of House No. 51, Urdu Nagar, Main Road, Gulshan-a-Ravi, Lahore. Presently residing at House No. 140, H-Block, Near Badian Road, Al-Falah Town, Lahore.

PLAINTIFFS

VERSUS

1. Hasnain Mohi-ud-Din.

2. Mst. Ammara.

3. Ayesha imran.

son and daughters of Late Faiz Mohi-ud-Din, resident of House No. 51, Urdu Nagar, Main Road, Gulshan-a-Ravi, Lahore. Presently residing at House No. 77-N, Near National Hospital, DHA, Lahore.

4. Haji Izhar-ul-Haq.

5. Haji Maqsood Iqbal.

6. Haji Azhar Mehmood.

Sons of Zia-ul-Din, residents of House No. 47, Charagh Park, Shadbagh, Lahore.

7. Syed Tanvir Haider son of Syed Aziz Haider, resident of House No. 54, Block B, Gulshan-a-Ravi, Lahore.

8. Muhammad Gulzar Butt son of Muhammad Khan Dar, resident of 26-B, Firdosi Colony, Gulshan-a-Ravi, Lahore.

DEFENDANTS

**SUIT FOR DECLARATION ALONG WITH PERMANENT INJUNCTION
AND CANCELLATION OF AGREEMENT TO SELL DATED
18-09-2012, RECEIPT OF CONSIDERATION AMOUNT DATED
03-08-2013, SALE DEED BEARING DOCUMENT NO. 4924,
BOOK NO. 1, VOLUME NO. 1181 DATED 30-06-2016
SITUATED AT MAIN ROAD, GULSHAN-A-RAVI, MAUZA
NAWAN KOT, LAHORE REGISTERED IN THE OFFICE OF
SUB-REGISTRAR SAMANABAD TOWN, LAHORE AND
POSSESSION OF THE SUIT PROPERTY AS CONSEQUENTIAL
RELIEF.**

Respectfully Sheweth:

1. That the plaintiffs are owners of land measuring 2 Kanals 6 Marlas (along with Petrol Pump in the name and style of M/s. Sheharyar and Husnain Company Pvt. Ltd. Lahore including fittings and fixtures) bearing Khewat No. 206 (presently Khewat No. 213) Khatooni No. 1674/1724 (presently 1690 to

1740) vide Mutation No. 45856 and Khatooni No. 1688 vide Mutation No. 32792 dated 2003 situated at main Road, Gulshan-a-Ravi, Mauza Nawan Kot, Lahore. A copy of the Revenue record pertaining to suit property is enclosed as **Annexure "A"**.

2. That the husband of plaintiff No. 1 and father of plaintiff No. 2 and defendants No. 1 to 3 established a petrol pump in the name and style of M/s. Sheharyar and Husnain Company Pvt. Ltd. Lahore, on the property mentioned in the preceding paragraph, who passed away leaving behind plaintiffs and defendants No. 1 to 3 as his legal heirs. The death of the husband and family situations caused extreme mental stress to plaintiff No. 1 who lost her understanding. The plaintiff No. 1 out of her ailment remained under treatment at National Hospital, DHA, Lahore. Plaintiff No. 2 and defendants No. 1 to 3 being real sisters and brother decided to execute a General Power of Attorney in order to run the business set up left by their father namely Faiz Mohi-ud-Din and defendant No. 1 was appointed as General Attorney. Said General Power of Attorney was registered through Document No. 2016, Book No. 4, Volume No. 160 dated 05-07-2006 registered with Sub Registrar Data Gunj Bakhsh Town, Lahore. Copy of the General Power of Attorney is attached as **ANNEXURE-B**.

3. That the defendants in league with each other planned to execute an agreement to sell with regard to the suit property and managed to get the thumb impression of the plaintiff No. 1 on the said agreement to sell. Although the plaintiffs never entered into any agreement to sell with anyone regarding the suit property. Copy of the forged and fictitious agreement to sell is attached herewith as **ANNEXURE-C**.

4. That plaintiff No. 1 was told by the respondent No. 1 to 3 that the said property has been rented out to the defendant No. 4 to 6 against a monthly rent of Rs. 200,000/- which amount was handed over to the plaintiff No. 1 regularly.

5. That the defendant No. 1 in connivance with remaining defendants got executed a sale deed to the extent of 1 Kanal out of the total suit property. Upon gaining knowledge of the said sale deed, the plaintiffs got cancelled the general power of attorney executed in favour of the defendant No. 1. Copy of the Cancellation Deed of General Power of Attorney is attached herewith as **ANNEXURE-D**.

6. That the defendants despite all efforts remained unable to succeed in their nefarious designs of taking the possession of the suit property, opted to move an application before the Overseas Pakistanis Commission being headed by the

Capital City Police Officer, Lahore, through one Tayyab Shah son of Bashir who was totally stranger to the plaintiffs No. 1 & 2 as well as to the suit property whereupon the local Police of Gulshan-e-Ravi Police Station forcibly ousted the plaintiffs No. 1 & 2 from the suit property, took over the possession which was handed over to the defendants No. 4 to 6.

7. That the plaintiff approached the defendants No. 4 to 6 to get the sale deed cancelled and also to hand over the possession of the suit property as she has never entered into any agreement to sell with them nor she has ever received any amount in lieu of consideration of the suit property.
8. That being aggrieved of the conduct of the Overseas Pakistanis Commission and the local police of Gulshan-e-Ravi Police Station filed a constitutional petition before the Hon'ble Lahore High Court, Lahore which was taken up by the Hon'ble Mr. Mansoor Ali Shah, the former Chief Justice of Lahore High Court, Lahore along with other constitutional petitions of similar nature and held vide judgment dated 16.11.2017 in Writ petition No. 58976/2017, the operative part of the judgment is reproduced as under: -

"18. For the above reasons, instant petition, as well as, connected matters are allowed and the proceedings initiated by the

Commission or the Government Agencies to determine third party rights are declared as illegal and unconstitutional, hence set aside.

The Government Agencies are only liable to respond to the Commissioner to the extent of their functions and obligations under the law and cannot interfere or pry into private disputes unless and until it is in accordance with law i.e. in case of Police, if there is a criminal case registered against a person or if the court so directs the Government Agencies to proceed in this regard. It is clarified that Government Agencies may summon or issue notice to a person, if the person has violated any law pertaining to the Government Agencies, but these proceedings cannot determine interparty rights."

9. That the plaintiffs No. 1 & 2 out of the above mentioned transaction with regard to the suit property neither received the consideration amount from the defendants No. 1 to 3 nor from the defendants No. 4 to 6, but the same was withheld by the defendants No. 1 to 3 against the rights of the plaintiffs No. 1 & 2. Yet the defendants without having any legal right in the suit property took the possession of the suit property through the help of Overseas Pakistanis Commission and local police of Gulshan-e-Ravi Police Station.

10. That it has been a settled principle of law that if a sale deed has been executed on the basis of general power of attorney and the amount of consideration in lieu of said sale has not been paid to the executants of such General Power of Attorney, such a sale shall be declared illegal at the very inception on this score alone.

11. That the act of the defendants No. 4 to 6 in connivance with the local police of Gulshan-e-Ravi and Overseas Pakistanis Commission has already been declared illegal and unconstitutional, therefore it the rule of the law that if an order with regard to landed property has been declared illegal and unlawful, the parties should be put to their former positions i.e. the possession of the suit property is deemed to be handed over to the plaintiffs No. 1 & 2 as there exists no legal and lawful relation between the plaintiffs and defendants No. 4 to 6 with regard to the suit property. Hence the possession of the suit property is deemed to be restituted to the plaintiffs in the light of the judgment of Hon'ble Lahore High Court Lahore.

12. That the suit property and the fixture installed thereupon i.e. filling station was the only source of livelihood for the plaintiffs which has been snatched away by the defendants despite the fact that they have no right whatsoever in the suit

property. Due to the illegal and unlawful act of the defendants No. 4 to 6, the plaintiffs being females are living a very miserable life as the last hope of their livelihood has been snatched away from them illegally and unlawfully.

13. That the filling station is still registered in the name of the husband and father of the plaintiffs as well as the same is also still incorporated with PARCO in the name of late Faiz Mohi-ud-Din. The defendants are enjoying all the accessories of life usurping the legal rights of the plaintiffs. Hence it is in the absolute interest of justice that the income of the filling station be deposited with the plaintiffs enabling them to have their bread and butter with honour and dignity.

14. That the cause of action arose firstly during the year 2003 when the plaintiffs and defendants No. 1 to 3 became owners of the suit property as legal heirs of Faiz Mohi-ud-Din; Secondly, when the defendants No. 1 to 3 got executed a general power of attorney on behalf of plaintiffs; Thirdly, when the defendants No. 1 to 3 in league with other defendants prepared a forged and fabricated alleged agreement to sell of the suit property; Fourthly, when the defendants No. 4 to 6 got executed the sale deed with regard to land measuring 1 kanals out of the suit property; Fifthly, when the plaintiffs got cancelled the general power of attorney; Sixthly, when the defendants refused to the genuine demand of the

plaintiffs; seventhly when the defendants under the shadow of Overseas Pakistanis Commission and local police of Police Station Gulshan-e-Ravi, Lahore forcibly and illegally took over the possession of the suit property and Finally when the defendants No. 4 to 6 once again in connivance with remaining defendants filed a suit for specific performance of the alleged agreement to sell and the same is continuing to accrue to the plaintiffs.

15. That the suit property is situated at Lahore, parties are also resident of Lahore, therefore, this learned court had got the jurisdiction to adjudicate upon the matter.

16. That the value of the instant suit for the purpose of jurisdiction and value of the suit as per market value is calculated as 20,000/- which is exempted from levy of court fee. However, appropriate court fee has been affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiffs and against the defendants:

- i) Declaring the plaintiffs to be lawful owners of the suit property and the alleged agreement to sell dated 18-09-2012 may also be declared to be a result of forgery and fraud against the rights of the plaintiffs.
- ii) Cancelling the agreement to sell dated 18-09-2012 being result of fraud and forgery upon the plaintiffs.
- iii) Cancelling the receipt of sale consideration amount dated 03-08-2013 being a result of fraud, misrepresentation and fraudulent act of the defendants.
- iv) Cancelling the sale deed bearing Document No. 4924, Book No. 1, Volume No. 1181 dated 30-06-2016 bearing Khewat No. 206 (presently Khewat No. 213) Khatooni No. 1674/1724 (presently 1690 to 1740) vide Mutation No. 45856 and Khatooni No. 1688 vide Mutation No. 32792 dated 2003 situated at Main Road, Gulshan-A-Ravi, Mauza Nawan Kot, Lahore registered in the office of Sub-Registrar Samanabad Town, Lahore.
- v) It is further prayed that the operation of the Document No. 4924, Book No. 1, Volume No. 1181 dated 30-06-2016 registered in the office of Sub-Registrar Samandabad Town, Lahore may kindly be

suspended and defendants may also be restrained from claiming any title, link or interest with the suit property

- vi) It is further prayed that the sale proceeds out of the suit property i.e. petrol pump w.e.f 18-09-2012 may kindly be ordered to be paid to the plaintiffs.
- vii) It is further prayed that the bank accounts of defendants may also be frozen till the final disposal of the instant suit.
- viii) It is further prayed that in the light of the judgment of Hon'ble Lahore High Court, whereby the act of the defendants No. 4 to 6 have already been declared illegal and unlawful, the possession of the suit property may very kindly be restituted to the plaintiffs.
- ix) It is further prayed that the registration of the filling station still in the name of Faiz Mohi-ud-Din (late), the sale proceeds of the filling station be ordered to be handed over to the plaintiffs accordingly.
- x) It is further prayed that the defendants No. 4 to 6 may very kindly be restrained from alienating the suit property or changing the nature of the suit property or to get the registration of the filling station transferred in their names in Securities Exchange Commission of Pakistan in any manner whatsoever.

xi) Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

Plaintiffs
Through

(11)

Civil suit No. /2016

Allah Tawakal S/o Muhammad Sadique R/o 83-K, Commercial Area, DHA Lahore.

Plaintiff

Versus

1. Syed Toqueer Abbas S/o Syed Sadiq Hussain R/o House No. 93-A, PGECHS Township, Lahore.
2. Yasmeen W/o Muhammad Imtiaz R/o House No. 250 Muhallah Block C Johar Town, Lahore.
3. Shafqat Hussain R/o House No. 250 Muhallah Block-C Johar Town, Lahore.

Defendants

SUIT **FOR SPECIFIC PERFORMANCE WITH PERMANENT INJUNCTION**

Respectfully Sheweth: -

1. That the defendant No. 1 and 2 are owners of property measuring 9 Kanal 4 Marla, comprising Khasra No. 5090/5091, Khatooni No. 283, Jamabandi year 2014-15 situated at Mouza Sadhoke District Lahore. Copy of Fard Malkiat is enclosed as Annexure "A".

2. That defendant No. 3 who is a property dealer, approached the plaintiff and offered to sell the suit property to the plaintiff on behalf of defendant No. 1 and 2.
3. That the plaintiff accepted the above said offer. Thus, defendants No. 1 & 2 through defendant No. 3 entered into an oral agreement to sell on 28.02.2016 regarding suit property in total consideration of Rs. 45,00,000/- in presence of witnesses, namely, Liaqat Ali son of Ahmad Ali and Ahmad Ali son of Haji Muhammad Munir and also received Rs. 5,00,000/- through cheque No. 05531674 dated 28.02.2016 of Alflah Bank IBG-K Block DHA Branch Lahore from the plaintiff and encashed the same. Defendants promised that they will get a fard of sale from halqa patwari regarding the above said suit property and would transfer the suit property to the plaintiff through registered sale deed in favour of the plaintiff after receiving the balance amount of consideration. Defendant No. 1 & 2 purchased non-judicial stamp paper for the said purpose, and also got Mr. Muhammad Muddasar Zahid Khan Advocate appointed as local commission. Copies of draft of sale deed and application for appointment of local commission along with order are enclosed as **Annexure "B" & "B/1"**.
4. That, thereafter, the plaintiff repeatedly requested the defendants to perform their part of the oral agreement and transfer the suit property in favour

of the plaintiff after receiving the balance amount of consideration Rs. 40,00,000 but the defendants put off the matter on one pretext or the other.

5. That later on plaintiff came to know that the defendants No. 1 and 2 had already sold the above said suit property fallen in Khasra No. 5090 & 5091 to NFC on 23.10.2003 through mutation No. 4124 and had concealed the said fact from the plaintiff. Plaintiff further came to know that defendants No. 1 and 2 owned more property in joint Khata. On the basis of said information, plaintiff requested the defendants to transfer their property from other khasra of their joint khata but the defendants did not accede to genuine request of plaintiff. Copy of mutation No. 4124 is enclosed as Annexure "C".

6. That in view of the above said conduct of the defendants; the plaintiff was constrained to file a suit for specific performance with permanent injunction. During the pendency of the said suit, the parties arrived at a compromise whereby defendants have informed the plaintiff that they have entered into a compromise with NFC. According to said compromise, suit land will be returned to by NFC to the plaintiff by way of exchange deed etc. After getting the suit land back from NFC, defendants have agreed to transfer the same to the plaintiff. In view of the compromise, the plaintiff withdrew his suit and the said suit was dismissed as

withdrawn vide order dated 21.07.2016. Copies of plaint and order sheet of the said suit are enclosed as **Annexure "D" & "D/1"**.

7. That the plaintiff has requested the defendants to honor their commitment to take back land from NFC by way of exchange and then to transfer the same in favour of the plaintiff in terms of the compromise but to no effect, hence this suit.
8. That the cause of action firstly accrued in favour of the plaintiff and against the defendants when the plaintiff entered into an oral agreement to sell on 28.02.2016 with the defendants regarding the sale of suit property and received earnest money of Rs. 5,00,000/-, secondly on 03.03.2016 when defendant No. 1 & 2 agreed to transfer the suit property by way of executing sale deed in favour of the plaintiff and purchased non-judicial stamp paper for the said purpose, thirdly on 19.03.2016 when Mr. Muhammad Muddasar Zahid Khan Advocate was appointed as local commission, fourthly on 21.07.2016 said suit was withdrawn on the basis of compromise and lastly 2 days ago when the defendants flatly refused to honor their commitment to transfer the suit land in favour of plaintiff and same is still continuing.

9. That the parties to the suit are resident of Lahore, subject matter property is situated at Lahore and the cause of action also accrued at Lahore, therefore, this Hon'ble court has got jurisdiction to adjudicate upon the matter.

10. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs. 45, 00,000/- and the requisite court fee will be affixed on the plaint as and when directed by this Hon'ble court.

PRAYER

It is, therefore, most respectfully prayed that a decree for specific performance of an oral agreement/compromise may very kindly be passed in favour of the plaintiff and against the defendants directing the defendants to transfer the suit property in terms of compromise which was reached between the parties during the pendency of the earlier suit on 21.07.2016, after receiving balance consideration of Rs. 40, 00, 000/-.

It is further prayed that defendants may kindly be ordered to maintain status quo regarding the suit property till the final decision of the suit.

Costs of the suit may also be awarded against the defendants.

Any other relief to which the plaintiff is found entitled may also be granted.

Plaintiff

Through

(12)

IN THE COURT OF WORTHY DISTRICT JUDGE, LAHORE.

Suit No. _____ / 2023.

Khalid Pervaiz s/o Muhammad Aslam, r/o House No.52/4, Street No. 1, Qadri Colony, Walton Road , Lahore.

PLAINTIFF

V E R S U S

Ehsan Elahi s/o Ch. Noor Elahi, r/o Ahata Haji Musa, 86-Allama Iqbal Road, Garhi Shahu, Lahore.

DEFENDANT

SUIT

UNDER ORDER XXXVII CPC FOR RECOVERY OF
Rs. 27,82,000/-

Respectfully Sheweth: -

1. That plaintiff and defendant are well known on the context of previous business relations. In this regard defendant borrowed an amount of Rs. 24,32,000/- from the plaintiff on different intervals.
2. That defendant in lieu of borrowed amount handed over two cheques amounting to Rs. 24,32,000/- of Standard Chartered Bank Garden Town Branch, hereinafter referred to suit amount. Particulars of the cheques are hereunder:
 - 1) Cheque No. 1376428 amounting to Rs. 15,00,000/- dated 17.09.2021
Standard Chartered Bank Garden Town Branch, Lahore.
 - 2) Cheque No.1376427 amounting to Rs. 9,00,000/- dated 17.09.2021
Standard Chartered Bank Garden Town Branch, Lahore.

Copies of cheques are attached as ANNEXURE "A" & "A/1".

3. That defendant knowingly that his account has been closed issued above mentioned cheques, which were ultimately dishonoured upon presentation. Copies of dishonour slips are attached herewith ANNEXURE "B" & "B/1".
4. That defendant out of malafide intention borrowed money from plaintiff and intentionally issued bogus cheques of an account which was already closed with intention to usurp valuable amount of plaintiff.

5. That after the bogus cheques being dishonoured due to closure of account of defendant, plaintiff approached the defendant and requested him to pay back borrowed amount of Rs.24,32,000/- to the plaintiff but defendant instead of paying back amount, started threatening the plaintiff of dire consequences.
6. That plaintiff due to conduct of defendant of refusal to pay back the borrowed amount and also due to threats extended by him to plaintiff, plaintiff got registered a criminal case bearing FIR No. 1475/2021 dated 26.10.2021 u/s 489-F PPC Police Station Garden Town, Lahore. Copy of FIR is attached with **ANNEXURE “C”**.
7. That legal fee of counsel and expenditure incurred upon litigation is counted to Rs. 3,50,000/-. Copy of receipt of legal fee and miscellaneous expenses is attached as **ANNEXURE “D”**.
8. That cause of action arose in favour of plaintiff and against defendant, Firstly, when defendant borrowed amount of Rs. 24,32,000/- from plaintiff, Secondly; when defendant issued 2 bogus cheques on 17.09.2021, Thirdly; when both the bogus cheques were dishonoured upon presentation, Fourthly; when defendant extended threats of dire consequences to plaintiff, Fifthly; when plaintiff got lodged FIR against defendant and finally a week ago when defendant flatly refused

to accede to the genuine request of plaintiff which continues to accrue in favour of plaintiff.

9. That parties to the suit are residents of Lahore and cause of action also accrued at Lahore, hence this Hon'ble Court has got the jurisdiction to try the suit.
10. That value of suit for the purposes of court fee and jurisdiction is fixed at Rs. 27,82,000/- and prescribed court fee shall be affixed as and when required.

P R A Y E R

It is, therefore, most respectfully prayed that a decree for recovery of amount of Rs. 24,32,000/- may very kindly be passed in favour of plaintiff and against the defendant.

It is further prayed that expenses incurred in the litigation amounting to Rs. 3,50,000/- may also be awarded to plaintiff.

Any other relief which this learned court deems fit and proper may also be awarded to plaintiff in the peculiar circumstances of the instant case.

PLAINTIFF

Though,

(13)

IN THE COURT OF LEARNED SENIOR CIVIL JUDGE, LAHORE.

Khuram Saleem S/o Muhammad Saleem R/o House No. 63, Street No. 124 Muhallah Ichhra,
Iqbal Street, Lahore

Plaintiff

V E R S U S

Muhammad Saleem Khan S/o Jalal Khan R/o 493/BII, Gujjar Pura, China Scheme,
Lahore.

Defendant

SUIT

FOR DECLARATION WITH CONSEQUENTIAL RELIEF

Respectfully Sheweth:

1. That the plaintiff and the defendant were running their business of Travel Agency under the name and style "A.N.Z. Travel Agency" at Chowk Shimla Hill, Lahore.
2. That being partners in the same trade, there was a relationship of mutual trust and confidence between the parties.
3. That during the course of business the plaintiff handed over a cheque book containing 10 cheques bearing No. 0103181 to 0103090 to defendant. In view of the above said relation of trust and confidence the plaintiff never expected that the defendant will misuse the above said cheques.
4. That as nothing is payable by the plaintiff to the defendant, therefore, the defendant is bound to return the said cheques which are without consideration in possession of the defendant. The defendant has not returned the cheques with malafide intention and ulterior motives to blackmail the plaintiff.

5. That the plaintiff apprehends that the defendant may misuse the cheques bearing Numbers 0103181 to 103090. The plaintiff has requested the defendant to desist from carrying out his illegal design but to no effect, hence this suit.

6. That the cause of action arose against the plaintiff and against the defendant a week ago when defendant threatened the plaintiff to involve him in criminal case by making abuse of plaintiff's cheques for the amount which is not payable by the plaintiff to the defendant.

7. That the cause of action arose at Lahore hence this learned court has got jurisdiction to adjudicate upon the matter.

8. That value of the suit for the purposes of court fee and jurisdiction is fixed at Rs.5000/- and no court fee is required to be affixed on the plaint on this suit amount.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendant with costs declaring that the cheques bearing Numbers 0103181 to 103090 which are inpossession of the defendant to be without consideration, of no legal value and hence no enchainable.

It is further prayed that by way of perpetual injunction defendant may kindly be permanently restrained from misusing the said cheques.

It is, further prayed that any other relief which may be deemed fit and proper under the circumstances of the case may also be awarded.

Plaintiff

Through

(14)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2011

1. Mst. Sabran Sultana D/o Babu Nawab Din (late) (W/o Abbad Ali Barni) R/o House NO. 7, Waitman Road, Usmana Abad Mughalpura, Lahore.
2. Mst. Shahjahan D/o Babu Nawab Din (late) (W/o Muhammad Akbar) R/o House No. 23, Kachi Abadi, Baja line, Mughalpura, Lahore.

Plaintiff

Versus

1. Saeed Ali S/o Babu Nawab Din (late) R/o House No. 2, New Shalimar Road, Mahajrabad, Multan Road, Lahore.
2. Ahmad Ali S/o Babu Nawab Din (late) R/o House No. 2, New Shalimar Road, Mahajrabad, Multan Road, Lahore.
3. Manzoor S/o Mst. Ameer Jan R/o
4. Sohail S/o Mst. Ameer Jan
5. Aysha D/o Mst. Ameer Jan

6. Mehroonisa D/o Mst. Ameer Jan

Defendants

SUIT FOR PARTITION WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth: -

1. That Mr. Babu Nawab Din owner of property i.e. House No. 2, measuring 5 marlas, comprising Khasra No. 5541/2538 Khewat No. 1196 Khatoni No. 5241 situated at New Shalimar Road, Mahajrabad, Multan Road, Lahore, hereinafter referred to as the suit property.

2. That Babu Nawab Din died on 18.11.2000. A copy of his death certificate is enclosed as Annexure “A”.

3. That late Babu Nawab Din left behind the following legal heirs:

i)	Bashiran	Widow
ii)	Saeed Ahmad	son
iii)	Ahmad Ali	son
iv)	Mst. Sabran Sultana	daughter
v)	Mst. Shahjahan	daughter
vi)	Ameer Jan	daughter

4. That Mst. Bashira died on 16.12.2007. A copy of her death certificate is enclosed as Annexure “B”.

5. That Mst. Ameer Jan died on _____ leaving behind the following legal heirs: -

- | | | |
|------|------------|----------|
| i) | Manzoor | son |
| ii) | Sohail | son |
| iii) | Aysha | daughter |
| iv) | Mehroonisa | daughter |

6. That the suit property has been transferred in the name of legal heirs of late Babu Nawab Din in the revenue record. A copy of Fard (Register Haqdaran Zamin) is enclosed as Annexure "C".

7. That it is in the interest of justice that the suit property be partitioned by meets and bounds amongst the legal heirs of late Babu Nawab Din. A copy of site plan of a suit property is enclosed as Annexure "D".

8. That the suit property is in possession of defendant No. 1 and 2. The plaintiffs have repeatedly requested the defendant No. 1 and 2 to take steps for partition of a suit property but to no effect hence this suit.

9. That the cause of action for the suit arose firstly on 18.11.2000, when predecessor of plaintiffs and defendants late Babu Nawab Din died, secondly on 16.12.2007 Mst. Bashira died, than on _____ when Mst. Ameer Jan died and the same is continuing.

10. That the suit property situated at Lahore hence this learned court has got jurisdiction to adjudicate upon the matter.

11. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/-, no court fee required to be a fixed suit amount.

PRAYER

It is, therefore, respectfully prayed that the suit may kindly be decreed with appropriate direction for partitioning the suit property amongst the legal heirs of late Babu Nawab Din by meets and bounds as per their shares according to Islamic law of inheritance.

In the alternatively

It is respectfully prayed that in case the suit property is not found divisible, in the said event, the suit property may kindly be ordered to be put to auction and the sale proceeds thereof may kindly be ordered to be distributed amongst the legal heirs of late Babu Nawab Din by meets and bounds as per their shares according to Islamic law of inheritance.

It is further prayed that any other relief which may be deemed proper under the circumstances of the case may also be granted.

Plaintiff

Through

(15)

IN THE COURT OF SENIOR CIVIL JUDGE/JUDGE FAMILY COURT
LAHORE.

Family Suit No. _____ /2019.

Qurat-ul-Ain W/o Umar Farooq, daughter of Abdul Majeed, resident of House No. 6, Mohallah Ahata Makhan Singh, Khushk Talab, Lahore.

PLAINTIFF

Versus

Umer Farooq son of Muhammad Fayyaz, resident of House No. 5, Street No. 36, Mohallah Feroz Gunj, Garhi Shaho, Lahore.

Defendant

SUIT FOR DISSOLUTION OF MARRIAGE ON THE BASIS OF KHULA.

Respectfully Sheweth:-

1. That the plaintiff was married with the defendant according to Islamic Rites on 30.12.2016, in consideration of dower amount of Rs. 5,000. Copy of the Nikkah Nama is attached as **ANNEXURE-A**.
2. That from this wedlock a son was born who later on died. After the incident of death of the minor child, the relations of defendant with plaintiff became strained and the plaintiff was struck out of the house by the defendant in wearing apparels.
3. That after being ousted from defendant's house, the plaintiff approached her parents and started living with them. The parents of the plaintiff tried to approach the defendant to strengthen the tie between the spouses but defendant remained adamant not to take the plaintiff with him. Evenly the family members of the defendant also adopted abusive behavior and also threatened the plaintiff causing her harassment.
4. That It is important to mention at this juncture that during the period, the plaintiff was residing with the defendant, defendant's family members used to torture the plaintiff illegally and unethically and without any legal justification which the defendant failed to protect the plaintiff from misbehavior of his family members which the defendant was legally, morally and socially bound to do so.

5. That despite the attitude of the defendant, the elders of the plaintiff put all efforts to get the matter reconciled through arbitration but the defendant instead of participating in the reconciliation, extended threats of dire consequences to the elders of the plaintiff as well as the plaintiff.

6. That now the plaintiff has developed so much of hatred for the defendant out of his attitude and behavior towards the plaintiff that it has become impossible to live with him according to the norms of Sharia.

7. That the cause of action arose in favour of plaintiff and against the defendant on 30.12.2016 when plaintiff was married with the defendant, Secondly when minor child died, Thirdly when the plaintiff was ousted by defendant from his house, Fourthly when efforts of reconciliation failed due to stubborn attitude of the defendant and finally when the defendant instead of joining the plaintiff started extending threats of dire consequences to the plaintiff, which continues to accrue daily to the plaintiff.

8. That the parties to the suit are residents of Lahore, the cause of action also arose at Lahore, therefore, this learned court has got the jurisdiction to try the instant suit.

9. That the prescribed court fee is affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that a decree for dissolution of marriage on the basis of khula may kindly be passed in favour of plaintiff and against the defendant.

PLAINTIFF

Through

(16)

Imran Mahmood Khawaja S/O Khawaja Javed Mahmood, House No. 12, Gali No. 4, Paam Street, Mohalla Laaj Road, Purani Anarkali, City Lahore.

Applicant

Versus

1. Public at large
2. Khawaja Javed Mahmood S/o Khawaja Muhammad Yaqoob R/o House No. 12, Gali No. 4, Paam Street, Mohalla Laaj Road, Purani Anarkali, City Lahore.
3. Sabreen Javed Khawaja D/o Khawaja Javed Mahmood, House No. 12, Gali No. 4, Paam Street, Mohalla Laaj Road, Purani Anarkali, City Lahore.

Respondents

APPLICATION FOR GRANT OF SUCCESSION CERTIFICATE U/S 372 OF SUCCESSION ACT
1925

For recovery of Rs. 16,00,000/-

1.	Name of Deceased and Date of Death	Tallat Javed 31.12.2020
2.	Place of Death, Resident of Deceased at the Time of Death, if beyond Jurisdiction of Court, Property within the Jurisdiction	MAYO HOSPITAL LAHORE.

3.	Names of Relative of Deceased	a) Imran Mahmood Khawaja S/O Khawaja Javed Mahmood (SON) b) Khawaja Javed Mahmood S/o Khawaja Muhammad Yaqoob (Husband) c) Sabeen Javed Khawaja D/o Khawaja Javed Mahmood (Daughter)
4.	Right on the Basis of which applicant has raised his/her claim	Being legal heir of deceased Tallat Javed
5.	Reference to serial No. 4 above, whether Applicant's claim is barred by any Law/Act	Nill
6.	Detail of Debts for which certificate is required	<p>8 Behbood Savings Certificates of total amount worth Rs. 16,00,000/- National Savings Centre, Syed Mouj Darya Road, Lahore.</p> <p>Details of Certificate No/Passbook No are as below:</p> <p>DF617517 bearing Registration # 19272 (Rs 100,000/-), DF617320 bearing Registration # 19106 (Rs 100,000/-) DF617319 bearing Registration # 19106 (Rs 100,000/-) DF617321 bearing Registration # 19106 (Rs 100,000/-) ECO32709 bearing Registration # 19106 (Rs 500,000/-) E961571 bearing Registration # 9681 (Rs 500,000/-) DB731811 bearing Registration # 9681 (Rs 100,000/-) DB830819 bearing Registration # 9894 (Rs 100,000/-)</p>

Applicant
Through;

(17)

SUIT NO. /2016

M/s Burj Fashion Footwear Pakistan (Pvt) Ltd. 94 D/1 Gulberg-III, Lahore through its Brand Manager Faisal Jameel.

Plaintiff

Versus

1. Jahanzaib Mehmood Khan Awan
2. Mahrukh Ali Malik

Both R/o 178 FF Phase-IV DHA, Lahore.

Defendants

SUIT FOR PERPETUAL INJUNCTION

Respectfully Sheweth: -

1. That the plaintiff is filing the instant suit through Mr. Faisal Jameel, Brand Manager who is duly authorized to file the suit and is well conversant with the facts of the case. A copy of resolution passed by the Board of Directors in the meeting held on 05.10.2016 in its registered office at Karachi is enclosed as

Annexure "A".

2. That the defendants are brother and sister inter se and also the owners of the plaza known as "Mall 94" Main Boulevard, Gulberg-III, Lahore.

3. That the plaintiff is in occupation of Outlet No. 5, Ground Floor, 94 D/1 Gulberg-III, Lahore as a lessee under the defendants vide a lease agreement dated 21.12.2012 @ Rs. 240,000/- per month for a period of 10 years, hereinafter referred to as the suit property. A copy of Lease agreement is enclosed as Annexure "B".

4. That the plaintiff has been paying the rent to the defendants regularly. A copy of cheque No. A-77191749 for Rs. 300,000/- showing payment of rent for the month of August 2016 is enclosed as Annexure "C". Copies of utility bill for the month of September 2016, certificate of tax deduction and acknowledgement of rent receipts duly signed by defendant No. 2 are enclosed as Annexure "C/1","C/2" & "C/3".

5. That it is pertinent to submit here that there was a Cafe established by a tenant of said plaza and in October, 2013 a boiler installed in the said café blew up, causing damage to a number of shops of the said plaza and due to a sense of terror created due to the above said blast of boiler, most of the tenants closed

their business and vacated the shops. Plaintiff also informed the defendants that he also intended to vacate the shop but the defendants requested the plaintiff not to vacate the business and carry on the business for the sake of reputation of the plaza and also reduced the monthly rent to Rs. 150,000/- verbally. The plaintiff, on the desire and insistence, decided not to vacate the shop and continued his business. A copy of statement showing history of payment rent is enclosed as

Annexure "D".

6. That in July, 2015 defendants unilaterally increase the rent to Rs. 180,000/-.
7. That in September, 2016, defendants, without any reason or justification asked the plaintiff to vacate the suit property forthwith. The defendants threatened the plaintiff that in case the suit property is not vacated, in the said event, they will cut off the supply of electricity and will forcibly dispossess the plaintiff and lock the outlet.
8. That two days ago, the defendants came along with some goonda elements, damaged the sign board and tried to disconnect electricity supply but due to

intervention of plaintiff's staff, they failed to fulfill their illegal designs. However, while leaving, the defendants wrote on the shop that "The Shop is closed".

9. That plaintiff is a law abiding citizen and a good tenant paying the monthly rent regularly. There is no complaint against him regarding any default or wrong use of suit property. The defendants have no right or justification to dispossess the plaintiff from the suit property, save in accordance with law.

10. That the cause of action for the suit arose in favour of the plaintiff and against the defendants firstly on 21.12.2012 when the lease agreement was executed between the parties, secondly in September 2016 when defendants, without any reason or justification asked the plaintiff to vacate the suit property forthwith and finally two days ago, when defendants came along with some goonda elements in police uniform, damaged the suit property and tried to disconnect electricity supply.

11. That the suit property is situated at Lahore, hence this learned court has got jurisdiction to try this suit.

12. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- . No court fee is required to be affixed on the plaint on the said valuation.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants restraining the defendants by way of perpetual injunction from forcibly and illegally dispossessing the plaintiff from the suit property.

It is further prayed that defendants may kindly be restrained to interfere in the peaceful business of plaintiff.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

Plaintiff

Through

(18)

Civil Suit No. /2014

Mst. Sabeen Khalid D/o Khalid Rasheed R/o Sagar Road, Saddar Bazar, Lahore.

Plaintiff

Versus

1. Mst. Robina Kosar W/o Khalid Rasheed
2. Mst. Noreen Khalid D/o Khalid Rasheed
3. Mst. Afsheen Khalid D/o Khalid Rasheed
4. Zeeshan Khalid S/o Khalid Rasheed
5. Ammar Khalid S/o Khalid Rasheed
6. Mst. Razaqat Bibi W/o Abdul Rasheed

All residents of House No. 202, Raza Block Allama Iqbal Town, Lahore.

Respondents

SUIT FOR POSSESSION AND PARTITION

Respectfully Sheweth: -

1. That the Khalid Rasheed S/o Abdul Rasheed was the owner in possession of the following immovable property.
 - i) House No. 202 Street No. 3, Raza Block Allama Iqbal Town, Lahore measuring 10 Marlas.

- ii) Shop No. 6 Latif Plaza Ferozpur Road, Ichhra, Lahore.
- iii) Shop No. _____ Latif Plaza Ferozpur Road, Ichhra , Lahore.
- iv) Shop No. _____ Gold Mine Plaza Feroz Pur Road, Lahore.
- v) House No. 51 Street No. 9, Ameen Park Bund Road, Lahore this property comprising 2 story Building, the ground floor is consist of 3 shops and upper portion is residential.

2. That Khalid Rasheed S/o Abdul Rasheed was died on 25.09.2011. A copy of the death certificate is enclosed as **Annexure "A"**.
3. That the deceased Khalid Rasheed left behind plaintiff and defendant No. 1 to 6 as his legal heirs.
4. That the father of deceased Khalid Rasheed has already died.
5. That a civil suit No. 170/1 for declaration of legal heirs titled Mst. Robina Kosar etc. Versus Public at large etc. was filed in the civil court which was decided vide judgment and decree dated 10.07.2012 declaring plaintiff and defendants No. 1 to 6 as the legal heirs of deceased Khalid Rasheed. Copies of said judgment and decree are enclosed as **Annexure "B" & "B/1"**.
6. That the plaintiff has requested the defendants to carry out partition of suit property amicably but to no effect hence this suit.
7. That it is interest of justice that the suit properties be distributed/partition amongst the legal heirs of deceased Khalid Rasheed according to Islamic law by leaps and bounds.
8. That the cause of action for the suit arose firstly on 25.09.2011 when Mr. Khalid Rasheed died, secondly on 10.07.2012 when plaintiff and defendant No. 1 to 6 where declared as the surviving legal heirs of late Mr. Khalid Rasheed and finally a week ago

when the plaintiff asked the defendants to carry out partition of the suit property amicably.

9. That the suit properties are situated at Lahore, the parties are also residents of Lahore, hence this learned court has got the jurisdiction to adjudicate upon the matter.

10. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 10 million. The court fees stamp paper is presently not available. The same will be affixed as and when ordered by the learned court.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed to the effect that the suit properties be ordered to be distribution/partition amongst the surviving legal heirs of late Mr. Khalid Rasheed S/o Abdul Rasheed according to Islamic law and possession be handed over to each party according his respective share.

Any other relief may kindly be granted by this learned court which may be deemed fit and proper.

Plaintiff

Through

(19)

IN THE COURT OF PRESIDING OFFICER DISTRICT CONSUMER COURT,
LAHORE

Complaint No. /2016

Zafar Mohtashim Khan S/o Manzoor Ahmed Khan R/o House No. 39, Street No. 1,
LARECHS, Shalimar Link Road, Lahore.

Complainant

Versus

Chief Executive Officer, Fare Maker Travel Chanel Int. (Pvt) Ltd. 3-UGF, Century
Tower, Kalma Chowk, Gulberg-III, Lahore.

Respondent

**COMPLAINT UNDER SECTION 28 OF PUNJAB CONSUMER PROTECTION
ACT, 2005**

Respectfully Sheweth: -

1. That the complainant is a retired officer of Pakistan Railways and is a law abiding citizen.
2. That the complainant contacted the respondent for booking of 2 air tickets Lahore to Toronto (Canada) and Toronto (Canada) to Lahore (return tickets) in the name of Mr. Zafar Mohtashim Khan and Mrs. Azmat Zafar with the following date and time:

Departure LHE-Toronto	Dated Fri, 2016 June 17 th	Time: 08:05
Return/arrival Toronto-LHE	Dated Fri, 2016 Oct 28 th	Time: 17:00

Mr. Tayyab, an employee of Fare Maker Travel Chanel Int. (Pvt) confirmed the above said status of tickets vide email dated 01.06.2016, copy of said email is enclosed as Annexure "A".

3. That aforementioned tickets were delivered to complainant against a payment of Rs. 225000/- on 02.06.2016. In the tickets which were supplied to the complainant, date and time of departure and arrival was mentioned as under:

Departure LHE-Toronto	Dated Fri, 2016 June 17 th	Time: 08:05
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Return/arrival Toronto-LHE	Dated Fri, 2016 June 28th	Time: 17:00
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Copies of above tickets are enclosed as Annexure "B" & "B/1".

4. That the date of return/arrival in the ticket issued to Mrs. Azmat Zafar was wrong due to mistake committed by respondent.

It is pertinent to mention here that in the ticket issued in the name of Mr. Zafar Mohtashim Khan, the date of return/arrival was mentioned as requested i.e. Fri, 2016 Oct 28th.

5. That the complainant and his wife flew to Toronto (Canada) on June 17, 2016 but due to the wrong date mentioned in the ticket, Mrs. Azmat Zafar could not return on October 28, 2016. It transpired that the ticket booked in the name of Mrs. Azmat Zafar had already expired as the date of departure from Toronto (Canada) was mentioned as June 28, 2016 instead of October 28, 2016. The complainant had to purchase a new ticket worth \$ 607 to travel to Pakistan on the said date. A copy of said ticket is enclosed as Annexure "C".

6. That on reaching Lahore, the complainant immediately contacted the respondent in that regard but the complainant was not given any satisfactory explanation except lame excuses. Afterwards the conduct and attitude of the staff

of respondent became rude and discourteous. Due to non-cooperative attitude of the employee of respondent, the complainant and his wife suffered acute mental torture in addition to loss of \$ 607 incurred to travel from Toronto to Lahore.

7. That the respondent provided highly defective service to the complainant. The respondent was bound to provide tickets to the complainant with correct entries regarding departure and arrival but due to defective service of the respondent by way of providing air ticket to complainant with wrong entry regarding date of return/arrival. In this manner by providing defective service to complainant, the respondent contravened the provisions of the Punjab Consumer Protection Act, 2005.

8. That the complainant served a notice under section 28 of The Punjab Consumer Protection Act, 2005 whereby respondent was called upon to pay \$ 607 which amount the complainant had to spend for purchasing a new ticket Toronto-Lahore for 28 Oct. 2016 because the ticket provided by the respondent was expired due to his faulty service. The respondent was also called upon to pay to the complainant further amount of Rs. 1 Million for causing mental torture, inconvenience and discomfort to the complainant but to no effect, hence this complaint. Copies of Notice & Courier receipt are enclosed as Annex "D" & "D/1".

PRAYER

It is, therefore, most respectfully prayed that this complaint may kindly be accepted and respondent may please be ordered:

- i) To pay \$ 607 to the complainant which amount the complainant had spent for purchasing a new ticket Toronto-Lahore for 28 Oct. 2016 because the ticket provided by the respondent was expired due to his faulty service.
- ii) To pay amount of Rs. 1 Million to the complainant for causing him mental torture, inconvenience and discomfort.
- iii) Any other relief to which the plaintiff is found entitled may also be granted.

Complainant

Through

(20)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. /2019.

1. Mst. Bushra Riaz.
2. Mst. Shazia Riaz.
3. Mst. Muafia Riaz
4. Mst. Nazia Riaz.

Daughters of Riaz Hussain, residents of Mauza Bhangali, near Imam Bargah Hussania, Lahore Cantt; Lahore.

PLAINTIFFS
VERSUS

1. Kausar Bibi widow of Riaz Hussain, resident of Mauza Bhangali, near Imam Bargah Hussania, Lahore Cantt;
2. Muhammad Fayyaz son of Khushi Muhammad, resident of New Jilalabad, Tehsil Lahore Cantt; District Lahore.

3. Defence Housing Authority, Lahore through its Secretary, office at Block-Y, Commercial Area, Phase-III, DHA, Lahore Cantt; Lahore.

DEFENDANTS

SUIT FOR DECLARATION, CANCELATION OF SALE DEEDS BEARING DOCUMENT NO. 3613, BAHI NO. 1, VOLUME NO. 316, DATED 08.05.2004 AND DOCUMENT NO. 4398, BAHI NO. 1, VOLUME NO. 331 DATED 01.06.2004; AND MUTATION NOS. 2241 AND 2291 AND PERMANENT INJUNCTION ALONG WITH POSSESSION AS CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That the concise facts giving rise to the present plaint are that the predecessor-in-interest of plaintiffs, namely, Riaz Hussain son of Siraj Din died on 25.06.1998, leaving behind the plaintiffs (minors) and others as his legal heirs.

Copy of death certificate is attached as Annexure "A".

2. That said Riaz Hussain was owner in possession of property land measuring 88 Kanal 13 Marla, bearing Khewat No. 7, Khatooni No. 26 to 30 Qitat No. 18 and Salam Khata 88 Kanal 13 Marla situated at Hadbast Mauza Bhangali, Tehsil Lahore Cantt, District Lahore; and land measuring 30 Kanal 2 Marla, Khewat Nos. 54, Khatooni No. 151 to 155, Qitat No. 9, Salam Khata 30 Kanal 2 Marla situated at Hadbast Mauza Bhangali, Tehsil Lahore Cantt; District Lahore. Inheritance mutation No.2067 was duly sanctioned in favour of plaintiffs and other legal heirs.

Registered through inheritance Mutation No. 2067 dated 24-04-2003. Copy of Mutation attached as Annexure "B". Property here in after referred to as suit property.

3. That the Defendant No. 1 and 2 with the intention to deprive the Plaintiffs (minors) of their property through forgery, fraud and misrepresentation prepared Sale deed No. 3613, Bahi No. 1, Volume No. 316, dated 08-05-2004, and got registered with Sub-Registrar Aziz Bhatti Town, Mutation No. 2241 dated 08-05-2004, alienating suit property to Defendant No. 2. Copy of Sale Deed and Mutation are attached as Annexure "C" & "C/1" respectively.

4. That Defendant No. 2 further alienated the suit property through fraud and misrepresentation to Defendant No. 3 vide registered Sale Deed No. 4398, Bahi No. 1, Volume No. 331 dated 01-06-2004 with Sub-registrar Aziz Bhatti Town, Lahore, and got registered Mutation No. 2291 dated 16-06-2004 with Revenue Authorities. Copy of Sale Deed and Mutation are attached as Annexure "D" & "D/1" respectively.

5. The at the time of registration of aforementioned sale deeds of the suit property, the present Plaintiffs were all minors, i.e. below the legal age of 18.

Copy of Birth Certificates of Plaintiffs 1 to 4 are attached as Annexure "E", "E/1", "E/2", & "E/3" respectively.

6. That Plaintiffs no. 1 to 3 had filed Civil Suit for Declaration and Cancellation of Instruments/Documents/Sale Deeds etc, Permanent Injunction with Consequential Relief dated 20-02-2015 against defendant No. 2 and 3. Said suit was withdrawn with the permission of the Court to file a fresh suit vide order dated 03-01-2019 in the Court of Mr. Kaleem Aslam Awan Learned Civil Judge, Lahore. Copy of Suit and Order are attached as Annexure "F" & "F/1" respectively.

7. That impugned documents i.e. Mutations No. 2241 dated 08-05-2004 and 2291 dated 16-06-2004 are illegal, unlawful, null and void ab-initio, ineffective, inoperative, not binding upon the rights of the Plaintiffs, said sales are without consideration, hence impugned documents are liable to be declared null, void and devoid of force under the equitable principle of *Nemo dat quod non habet*, i.e. no one gives that which they do not have. Thus, impugned documents are liable to be cancelled.

8. That Defendant No. 1 misusing her relation with plaintiffs as their mother in connivance with defendant No. 2 through fraud, forgery and misrepresentation prepared the impugned documents to deprive the plaintiffs of their inherent

property. Unless declaration is granted irreparable loss and substantial injury shall be incurred by the plaintiffs.

9. That the plaintiffs were minors in the year 2003/04, the defendant No.1 and 2 just to get their ulterior motives, to deprive the plaintiffs from their valuable property got prepared fake, fictitious and bogus sale deed bearing document No.3613, Book No.1 Volume No.316 dated: 08.05.2004, registered with office of Sub-Registrar Aziz Bhatti Town, Lahore and also sanctioned mutation No.2241 in revenue record (impugned documents) which are illegal, unlawful, null and void ab-initio, ineffective, inoperative, not binding upon the rights of the plaintiffs, without consideration because the plaintiffs at the time of alleged transaction were minors whereas neither any guardian was appointed on behalf of the plaintiffs (minors) nor any permission was sought in this regard, hence impugned documents are liable to be declared null and void.

10. That no consideration was ever paid to the plaintiffs against the sale of suit property, nor has the plaintiffs entered into any sale-agreement in their adult capacity. Impugned documents are devoid of force, null and void ab-initio, thus are liable to be cancelled.

11. That the cause of action arose in favour of the plaintiffs and against the defendants; Firstly, when defendants No. 1 & 2 through fraud, forgery and misrepresentation prepared sale deed; Secondly when the defendants No. 1 & 2 obtained thumb impressions of plaintiffs on the said sale deed; Thirdly when the said sale deed was got registered with sub Registrar Aziz Bhatti Town, Lahore bearing document No. 3613, Bahi No. 1, Volume No. 316, dated 08.05.2004; Fourthly when Mutation No. 2241 dated 08.05.2004 was sanctioned on the basis of said sale deed; Fifthly when defendant No. 1 & 2 in connivance with each other by playing another fraud, forgery and misrepresentation upon the rights of the plaintiffs further entered into an agreement to sell with defendant No. 3 (DHA) for the sale of suit property; Sixthly when the defendant No. 2 prepared sale deed in favour of defendant No. 3 (DHA); Seventhly when Sale Deed bearing document No. 4398, Bahi No. 1, Volume No. 331 dated 01.06.2004 was registered with Sub-Registrar Aziz Bhatti Town, Lahore; Eighthly when Mutation No. 2291 dated 16.06.2004 was sanctioned in favour of defendant No. 3 (DHA); Ninthly, when the plaintiffs got knowledge regarding the said fraud, forgery and misrepresentation committed by Defendants No. 1 & 2; Tenthly, when the plaintiffs approached the defendants to get cancelled the above referred sale deeds being a result of fraud, forgery and misrepresentation; Eleventhly, when the defendants refused to

accede to the genuine demand of the plaintiffs and Finally on 03.01.2019, when the plaintiffs withdrew previously filed suit from the competent court with permission to file afresh which continues to accrue in favour of the plaintiffs.

12. That the parties to the suit are residing at the Lahore, suit property is also situated at Lahore, the cause of action also arose at Lahore, hence the civil Court at Lahore has got jurisdiction to adjudicate and try the present suit.

13. That the value of the suit the purpose of court fee and jurisdiction is fixed at Rs. 31,82,400/. Appropriate court fee shall be levied upon the suit as and when ordered by this learned court.

P R A Y E R:-

It is, therefore, most respectfully prayed that a declaratory decree in favour of the plaintiffs and against the defendants declaring the plaintiffs to be the owner of the suit property measuring 88 Kanal 13 Marlas, bearing Khewat No. 7, Khatooni No. 26 to 30, Qitat No. 18 Salam Khata 88 Kanals 13 Marlas situated within the Revenue Estate Bhangali, Tehsil Lahore Cantt, District Lahore; and land measuring 30 Kanal 2 Marla, bearing Khewat No. 54, Khatooni No. 151 to 155,

Qitat No. 9, Salam Khata 30 Kanal 2 Marla situated within the Revenue Estate Bhangali, Tehsil Lahore Cantt, District Lahore.

It is further prayed that the sale deeds bearing Document No. 3613, Bahi No. 1, Volume No. 316, dated 08.05.2004 and Document No. 4398, Bahi No. 1, Volume No. 331 dated 01.06.2004 registered in the office of Sub-Registrar Aziz Bhatti Town, Lahore executed in favour of defendants No. 2 & 3 may very kindly be cancelled.

It is further prayed that Mutations Nos. 2241 and 2291 sanctioned on the basis of above mentioned sale deed, may also be cancelled.

It is further prayed that the operation of the sale deeds bearing Document No. 3613, Bahi No. 1, Volume No. 316, dated 08.05.2004 and Document No. 4398, Bahi No. 1, Volume No. 331 dated 01.06.2004 registered in the office of Sub-Registrar Aziz Bhatti Town, Lahore may kindly be suspended and defendants No. 3 (DHA) may also be restrained from claiming any title, link or interest with the suit property perpetually.

It is further prayed that operation of the Mutations Nos. 2241 and 2291 sanctioned on the basis of above mentioned sale deed, may also be suspended till the final decision of the titled suit.

It is further prayed that defendants No. 3 (DHA) may also be restrained from further alienating or changing the nature of the suit property in any manner whatsoever till the final disposal of the suit.

It is further prayed that the possession of the suit property measuring 88 Kanal 13 Marlas, bearing Khewat No. 7, Khatooni No. 26 to 30, Qitat No. 18 Salam Khata 88 Kanals 13 Marlas situated within the Revenue Estate Bhangali, Tehsil Lahore Cantt, District Lahore; and land measuring 30 Kanal 2 Marla, bearing Khewat No. 54, Khatooni No. 151 to 155, Qitat No. 9, Salam Khata 30 Kanal 2 Marla situated within the Revenue Estate Bhangali, Tehsil Lahore Cantt, District Lahore may also be ordered to be handed over to the plaintiffs according to their share in the suit property as consequential relief.

It is further prayed that the defendants may kindly be restrained from using the agreement to sell executed between the defendants, regarding the suit property, against the plaintiffs in any manner whatsoever.

Any other relief which this learned court deems fit and appropriate in the peculiar circumstances of the case, may also be granted to the plaintiffs.

PLAINTIFFS

(21)

IN THE COURT OF WORTHY DISTRICT JUDGE, LAHORE.

Suit No. _____ / 2021.

Muhammad Younas Butt s/o Abdul Haq, r/o House No. 2, Street No. 19, Marther street, Lower Mall, Lahore.

PLAINTIFF
V E R S U S

Umair Masood s/o Masood Hafeez, r/o House No. 54, Phase VIII, C-Extension, D.H.A, Lahore.

DEFENDANT

SUIT **UNDER ORDER XXXVII OF CPC FOR THE RECOVERY OF Rs.**
35,20,000/-.

Respectfully Sheweth: -

1. That the plaintiff had good business relations with the defendant. The defendant persuaded the plaintiff to give him Rs. 33,00,000/- for the purposes of purchasing a house for the defendant. On the insistence of the defendant, the plaintiff paid him Rs. 33,00,000/- for the said purpose. The defendant, instead of purchasing the house usurped the money and has since made numerous promises and agreements to pay back the said amount amounting to Rs. 33,00,000/-.

2. That on 09.05.2020 when the plaintiff demanded Rs. 33 Lac from the defendant, admitting his liability to pay the amount to the plaintiff, the defendant paid back Rs. 3,00,000/- Three Lac and signed an agreement dated 09.05.2020 promising to pay back Rs. 30,00,000/- and subsequently handed over cheque in lieu of repayment of said loan to plaintiff. Copy of agreement dated 09.05.2020 is attached as **ANNEXURE “A”**.

3. That defendant handed over four cheques amounting Rs. 30,00,000/-, hereinafter referred to as the suit amount. Particulars of the cheques are hereunder:

- 1) Cheque No. 43213558 amounting to Rs. 4,00,000/- dated 15.05.2020;
- 2) Cheque No. 43213564 amounting to Rs. 6,00,000/- dated 20.05.2020;

- 3) Cheque No. 43213565 amounting to Rs. 10,00,000/- dated 20.06.2020;
- 4) Cheque No. 43213566 amounting to Rs. 10,00,000/- dated 20.07.2020;

Copies of cheques are attached as **ANNEXURE “B”, “B/1”, “B/2” & “B/3”**.

4. That on 09.07.2020 the defendant came to the plaintiff requesting that he be given more time for repayment of borrowed amount. He claimed that due to an ongoing slump in business he was unable to raise the money to repay the plaintiff and that he will repay the suit amount before the end of the year. The plaintiff generously agreed to give the defendant more time and an agreement was executed on 09.07.2020 between plaintiff and defendant on non-judicial stamp paper issued by defendant, by which the defendant agreed to repay the borrowed amount in full by 31.12.2020. Copy of agreement dated 09.07.2020 is attached as **ANNEXURE “C”**.

5. That apart from executing an agreement dated 09.07.2020, on 09.07.2020, the defendant also issued a promissory note / negotiable instrument in favour of plaintiff in presence of marginal witnesses but later on started lingering the repayment of amount on one pretest or the other and thereafter on 01.05.2021,

defendant out-rightly refused to repay the borrowed amount to the plaintiff. Copy of promissory note / negotiable instrument is attached as **ANNEXURE “D”**.

6. That the plaintiff is entitled to recover and the defendant is bound to pay Rs. 30,00,000/- as well as the litigation expenses and professional fee of counsel which is calculated as Rs. 5,20,000/- calculating the total payable amount of Rs. 35,20,000/- to the plaintiff. The plaintiff has repeatedly asked the defendant to pay Rs. 35,20,000/- but to no effect. Copy of receipt of professional fee and miscellaneous charges by the counsel is attached as **ANNEXURE “E”**.

7. That the cause of action arose in favour of the plaintiff and against the defendant Firstly on 09.05.2020 when the defendant, admitting his liability to pay the suit amount to the plaintiff; Secondly, when defendant executed agreement dated 09.05.2020; Thirdly, on 09.07.2020, when agreement was executed; Fourthly on 20.07.2020 when the last guarantee cheque was due; Fifthly, on 31.12.2020 when the stipulated duration of agreement dated 09.07.2020 ended; Sixthly on 09.07.2020 when defendant issued a Promissory Note / negotiable instrument in favour of plaintiff in presence of witnesses and lastly a week ago when the defendant flatly refuse to pay the borrowed amount to the plaintiff.

8. That the cause of action arose at Lahore, the parties to the suit are residents of Lahore, hence this learned Court has got the jurisdiction to try the suit.
9. That value of suit for the purposes of court fee and jurisdiction is fixed at Rs. 35,20,000/- and prescribed court fee shall be affixed as and when required.

P R A Y E R

It is, therefore, most respectfully prayed that a decree for an amount of Rs. 35,20,000/- may kindly be passed in favour of the plaintiff and against the defendant with costs.

It is further prayed that costs of the litigation may also be awarded to the plaintiff.

Any other relief deemed appropriate qua the disposal of the instant suit may also be granted to the plaintiff.

PLAINTIFF

Though,

(22)

BEFORE THE JUDGE BANKING COURT, LAHORE

Banking Suit No. _____ /2018.

Syed Abbas Rizvi son of Syed Mehdi Hassan Rizvi, resident of House No. 25, Main Samanabad Road, Lahore. Through Muhammad Ali Maqsood S/o Maqsood Asghar R/o S-30/1, Shah Noor, Asghar Naghar, Multan Road, Lahore.

PLAINTIFF

VERSUS

1. Branch Manager, Albaraka Bank Limited, Regional Branch, Mall Road, Lahore.
2. Recovery officer, Albaraka Bank Limited, Regional Branch, Mall Road, Lahore.

DEFENDANTS

SUIT U/S 9 OF THE FINANCIAL INSTITUTIONS(RECOVERY OF FINANCE ORDINANCE, 2001)

Respectfully Sheweth:-

1. That the plaintiff is businessman and running a business in the name of Mukhtar Ahmad hosiery store at Shahalam market Lahore.
2. That the defendants is a financial institution within the meaning and scope of the financial institution (recovery of finance ordinance 2001) having one of its branch at the address mention above.
3. That the plaintiff approached the defendant Albaraka Bank to purchase vehicle at to that fact lease agreement was executed with the respondent bank. The plaintiff agreed to purchase a vehicle Suzuki WagonR VXR bearing registration No LEA-18A-2926 Account No. 0158418390012 and the bank issued lease amount to the tune of Rs. 938,400/- including the interest according to the schedule which was to be paid to the defendant by the plaintiff in 60 installment (5 years) starting from 27th July 2018 to 26th July 2023.
4. The plaintiff paid the monthly installment amounting to rupees 25,000/-. The monthly installment amounting to Rs. 25,000/- for the month of October

2018 was paid on 25.10.2018. Copy of deposit slip is attached herewith as Annexure-.

5. That on 27.11.2018 the plaintiff in order to deposit the monthly installment at the defendant Bank and parked his car in the parking compound, when defendant No. 2 along with other unknown persons approached the plaintiff and asked him to hand over the keys of the car. The plaintiff was confused with the statement couldn't utter a single word whereupon the defendant No. 2 snatched the keys of the car from the plaintiff forcibly without any acknowledgment/issuing any notice without any legal justification bank recovery officer and others officers snatched a car without any justification.

6. That plaintiff had some important files and 5 prize bonds of Rs. 40,000/- each and Rs. 35000 cash. Although the amount and the watch were with the plaintiff they were saved but as far as 5 prize bonds of Rs. 40,000/- each were never returned to the plaintiff despite his repeated requests to the defendant No. 2.

7. That the plaintiff being inside the bank premises immediately approached the defendant No. 1 and narrated the whole story to him who told the plaintiff that his installment is short. The plaintiff told the defendant No. 1 that he has been paying the monthly installment regularly but the defendant told him that due to increase in the mark-up rate by the State Bank of Pakistan therefore, he has not paid the monthly installment according to the prevailing markup rate. The plaintiff requested him that he is willing to make good the deficiency if any in the

monthly installments but the defendants remained adamant in not handing over the vehicle to the plaintiff.

8. That the cause of action firstly arose on 27.07.2018 when the plaintiff availed the car financing facility, secondly when the plaintiff paid the monthly installment, thirdly when the bank recovery staff snatched a car without any acknowledgment and without any legal justification and when plaintiff approach the defendant bank they refuse to accede the genuine request of the plaintiff demanded multiple interest on account of shortage of payment of installment due to increase of markup rate which continues to accrue daily to the plaintiff.

9. That the cause of action arose at Lahore parties resides at Lahore lease agreement was executed at Lahore therefore this Hon'ble court has the jurisdiction to entertain and adjudicate upon the instant suit.

10. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs. 15,000/- and prescribed court fee of Rs. 15 is affixed on the plaint.

PRAYER

It is therefore most respectfully prayed that the defendants may kindly be directed to hand over the vehicle and other valuable i.e. 5 prize bonds value of Rs. 40,000/- each.

It is further prayed that a decree of rendition of account be also passed in favor of plaintiff and against the defendant with further direction to defendant bank not to auction the vehicle registration no LEA-18A-2926 without the permission of this Hon'ble Court.

It is also prayed that the act of defendant to charge multiple interest from the plaintiff be declare illegal null and void and as a consequential decree which may deemed fit and proper may kindly be granted to the plaintiff.

Costs of suit and compensation may also be awarded to the plaintiff, in the interest of justice.

Any other relief, which this Honourable Court may deem fit in the facts and circumstances of the case, may also please be granted.

Plaintiff

Through:

(23)

IN THE COURT OF PRESIDING OFFICER DISTRICT CONSUMER COURT,

LAHORE

Complaint No. 1234567890 **/2016**

Mahui Khan wife of Atif Mohtashim Khan R/o House No. 39, Street No. 1,
LARECHS, Shalimar Link Road, Lahore.

Complainant

Versus

M/s ORIGINS/ZENIYA, through its Manager, 2-C, Main Block, Fortress Stadium Lahore Cantt.

Respondent

COMPLAINT For replacement of defective product and recovery of damages of Rs. 250,000/-

Respectfully Sheweth: -

1. That the complainant, who is a Chinese national, purchased a Kurta from respondent's shop on 03.07.2016. As complaint was unaware of Pakistani traditional dressing, she relied on respondent's salesman's advice. On the advice of salesman, the complainant purchased a kurta that appeared to have faded colours. When the complainant expressly conveyed her concerns, she was ensured that it is the latest fashion in Pakistan and the kurta is supposed to look like this. Said salesman expressly told the complainant that she should wash the kurta before wearing it. Despite complainant's concerns she was reassured that if the kurta is damaged or is proved to be of inferior quality, it will be replaced immediately.
2. That the next day as soon as the complainant washed the said kurta as per the washing directions given by your sales staff, the colour of the kurta faded and stained the fabric, rendering it un-wearable. As a result, the complainant was unable to wear it for the event i.e. her birthday for which she purchased it.
3. That afterwards on 15-07-2016, the complainant went to respondent's shop to have the kurta replaced. The salesperson received the kurta from complainant

along with the original receipt of sale and issued her a handwritten replacement slip. When the complainant came at respondent's shop to collect her replacement, at first, she was asked to wait, despite there being no crowd in the shop the complainant had to wait for thirty minutes for no reason whatsoever. At the same time, the staff in the shop kept pointing at the complainant and started laughing, making the complainant extremely embarrassed and uncomfortable. Finally, the complainant requested the salesman for the job to be done speedily. At that juncture, respondent came to the desk, addressed the complainant extremely rudely, and ridiculed her using filthy language. The complainant was not only refused a replacement for the inferior quality and damaged kurta, which was sold to her. One of the staff members of respondent threatened to kick her out of the shop by force if the complainant did not leave immediately. The complainant was clearly told that her purchased item could neither be replaced nor refunded.

A copy of replacement slip is enclosed as Annexure "A".

4. That the respondent has provided a defective product to the complainant. Under the law, respondent was bound to replace the said defective product; but by way of rude and abusive conduct, respondent has also rendered a defective service and illegally refused to replace the same and in this manner, respondent has contravened the provisions of the Punjab Consumer Protection Act, 2005.

5. That complainant through her legal counsel served notice under section 28 of The Punjab Consumer Protection Act, 2005 whereby respondent was called upon the respondent to replace the aforesaid defective product or refund the price of said kurta to the complainant. In light of these atrocities against the complainant, respondent was also called upon to pay Rs. Two Hundred Fifty Thousand only (250,000/-) to the complainant as compensation for the humiliation and insult the complainant suffered in respondent's shop within a period of 15 days from the receipt of the notice but to no effect. A copy of said notice is enclosed as **Annexure "B"**.

6. That under the law respondent is bound to replace the defective product to the complainant. Complainant is also entitled to compensation of Rs. 250000/- on account of respondent providing defective product to the complainant and mental torture and harassment cause to her by the respondent and his staff posted at his shop.

PRAYER

It is, therefore, most respectfully prayed that this complaint may kindly be accepted and respondent may please be ordered:

- i) To replace the defective product (Kurta) or refund the price of said kurta Rs. 2750/- to the complainant.
- ii) To pay Rs. Two Hundred Fifty Thousand only (250,000/-) to the complainant as compensation for the humiliation and insult the complainant suffered in respondent's shop.
- iii) Any other relief to which the plaintiff is found entitled may also be granted.

Complainant

Through

IN THE COURT OF LEARNED CIVIL JUDGE, LAHORE

1. Dilshad Butt S/O Bashir Ahmad Butt R/O 34-Azeem Park, Shad Bagh, Aamer Road, Lahore presently 175- Mehran Block, Allama Iqbal Town, Lahore.
2. Almas Begum W/O Javed Iqbal Butt R/O House No.22, Street No.23, Imam Bukhsh Park, Aamer Road, Shad Bagh, Lahore.
3. Abida Perveen W/O Nasir Javed R/O Street No.2, House No.87, Madina Colony, Akram Park, Shad Bagh, Lahore.
4. Nasira Ibad W/O Abad Hussain R/O House No.175-Mehran Block, Allama Iqbal, Town, Lahore.
5. Tahira Asif Butt D/o Bashir Ahmad R/o House No. B-150, Azeem Park, Near Bilal Masjid, Aamar Road, Shad Bagh, Lahore.
6. Iram Munir D/o Bashir Ahmad R/o 34-Azeem Park, Aamar Road, Shad Bagh, Lahore.

Versus

1. Sajida Perveen D/O Bashir Ahmad Butt, R/o 12/A-1, Shaheen Street, Yasrab Colony, Bhaghatpura, Shad Bagh, Lahore.
2. Ghulam Haidar S/o Bashir Ahmad Butt, R/o 34-Azeem Park, Aamar Road, Shad Bagh, Lahore.
3. Mehmood Ahmad S/o Bashir Ahmad Butt, R/o House No. 4, Street No. 9, Pak Nagar, Faiz Bagh, Lahore.

SUIT

FOR CANCELLATION OF SALE DEEDS BEARING DOCUMENT
NO. 5797, BOOK NO. 1, VOLUME NO. 7249 PAGE NO. 359/362
DATED 15.03.1981 & DOCUMENT NO. 7201, BOOK NO. 1,
VOLUME NO. 1180 DATED 28.08.2007.

Most Respectfully Sheweth: -

1. That the plaintiff No. 1 holds special power of attorney for plaintiffs No. 2 to 6. Copies of special power of attorney are enclosed as Annexure “A/1” to “A/5”.
2. That the plaintiffs and defendants No. 1 & 2 are real sons & daughters of late Bashir Ahmad Butt. Late Zubaida Begum was real mother of plaintiffs and defendant No. 1 & 2. Both father and mother of the plaintiff and defendants No. 1 & 2 died on 01.01.2005 and on 05.05.2003 respectively. The copies of death certificate are attached herewith as Annexure “B” & “C” respectively.
3. That the mother of plaintiffs and defendants No. 1 & 2 was the owner of the property bearing khasra No. 177, situated at New Malik Park, Shad Bagh, Hadbast Mouza Ramkishanwala, Thesil & District, Lahore consisting of 1 kanal, 9 marlas, 87

Sq.ft. The copy of sale deed in favour of Zubaida Begum is attached herewith as **Annexure "D"**.

4. That Late mother of the plaintiffs and defendants No. 1 & 2 sold sixteen Marlas of the above said property and the remaining portion i.e., 13 marlas, 87 sq.ft compromising 8 shops & 4 residential quarters are still in the possession as well as use of the late mother of the plaintiffs and defendant No. 1 & 2.
5. That as submitted above, Mst. Zubaida Begum died on 05.05.2003 and by operation of law plaintiffs and defendants No. 1 & 2 being the legal heirs of Mst. Zubaida Begum became the owners of remaining portion i.e., 13 marlas, 87 sq.ft compromising 8 shops & 4 residential quarters hereinafter referred to as the suit property. A copy of assessment order in form PT-1 issued by Government of the Punjab Excise and Taxation department dated 22.06.2009 is enclosed as **Annexure "E"**.
6. That the plaintiffs No. 1 to 5, being legal heirs of late Zubaida Begum, filed a suit for declaration & permanent injunction with consequential relief against defendant No. 1. In the said suit it was prayed that the defendants be restrained to alienate, dispossess or transfer the said property in any manner whatsoever.
7. That in the said suit status quo order was passed regarding possession and alienation of the suit property.
8. That in the said suit it was stated that defendant was claiming that her mother had executed a sale deed in her favour regarding 7 marlas land out of the above said suit property hereinafter referred to as the suit property. It was further stated in the said suit that the sale deed claimed by the defendant was fabricated, fake, concocted & was

beyond the knowledge of the plaintiffs. Plaintiffs had no knowledge about the date of execution of the forged sale deed in respect of the suit property.

9. That the said suit was contested by the defendant No. 1. On 19.03.2009 defendant No. 1 produced the copy of the above said forged sale deed in the court of Mr. Sikander Javed, learned Civil Judge, Lahore. Thus plaintiffs knowledge about the contents of the sale deed in question commenced from 19.03.2009.

10. That during her life time Zubaida Begum never signed or thumb-marked any sale deed in respect of the suit property before any Sub-Registrar or before any local commission appointed by the Sub-Registrar. Plaintiffs came to know about the forged & fake sale deed only when defendant No. 1 produced a copy of said sale deed in the court of Mr. Sikandar Javaid, Learned Civil Judge, Lahore.

11. That during the pendency of the above said suit defendant No. 1 has executed the sale deed on 28.08.2007 in respect of the suit property in favour of defendant No. 3. A copy enclosed as Annexure "F".

12. That as submitted above the sale deed claimed by defendant No. 1 have been executed by the mother of plaintiffs & defendant No. 1 & 2 in favour of defendant No. 1 is bogus, forged, fake & concocted & of no legal consequences hence defendant No. 1 has no lawful authority to execute sale deed in favour of defendant No. 3. Hence both the said sale deeds are liable to be cancelled.

13. That the cause of action arose in favour of plaintiffs against the defendant on 19.03.2009 when the defendant presented the bogus sale deed claimed to have been executed in favour of defendant No. 1.

14. That the suit property is also situated at Lahore. The cause of action has also arisen at Lahore, hence this Hon'ble Court has got jurisdiction to adjudicate upon the matter.

15. That for the purpose of court fee and jurisdiction the suit is valued at Rs. 7,000,00/- Prescribed court fee of Rs. 15,000/- is affixed on the plaint.

PRAYER

In the light of above said submissions it is respectfully prayed that a decree for cancellation of sale deeds bearing document No. 5797, Book No. 1, Volume No. 7249 page No. 359/362 dated 15.03.1981 & document no. 7201, Book No. 1, Volume No. 1180 dated 28.08.2007 Annexure D & F may kindly be passed in favour of the plaintiffs and against the defendants.

It is further prayed that defendant No. 3 may kindly be restrained permanently not to alienate and hand over possession of suit property to any other person in any manner whatsoever.

Any other relief, which this Hon'ble Court deems fit may also be granted to the plaintiff.

Plaintiff

(25)

IN THE COURT OF UMAR RASHID CH. LEARNED CIVIL JUDGE, LAHORE

In re:-

Sultan Ahmad

Versus

Khan Ghulam Mohy-u-din Khan

(Suit for Declaration with Consequential Relief)

APPLICATION **UNDER ORDER 6 RULE 17 FOR AMENDMENT OF**
PLAINT

Respectfully Sheweth: -

1. The titled suit is pending before this learned court and his fixed for hearing on 11.11.2010 for final arguments.
2. That through this application the plaintiff seeks of amend the plaint to the extent of adding an additional prayer in the prayer clause of the suit as under: -

“it is further prayed that this learned court may also be pleased to declare any transaction entered into the by defendant No. 1 to 4 with defendant No. 5 or any other person on the basis of irrevocable power of attorney dated 18.05.1992 to be void, in-effective and having no basis qua the rights of the plaintiff”
3. That the purposed amendment does not tend to change the character or substance of the suit. Earlier the plaintiff had omitted to seek the said further relief inadvertently at the time of filing the suit.
4. That it is a settled law that the courts may allow amendment in pleadings at any stage of the suit.

PRAYER

It is, therefore, most respectfully prayed that the plaintiff may kindly be allowed to amend the plaint by way of permitting to add the following further prayer in the relief claimed:

“It is further prayed that this learned court may also be pleased to declare any transaction entered into the by defendant No. 1 to 4 with defendant No. 5 or any other

person on the basis of irrevocable power of attorney dated 18.05.1992 to be void, in-effective and having no basis qua the rights of the plaintiff”.

Plaintiff

Through

(26)

IN THE COURT OF SENIOR CIVIL JUDGE/JUDGE FAMILY COURT, LAHORE.

Family Suit No. _____ /2022

Iqra Javaid D/o Muhammad Javaid R/o Zahoor Din Road, Sanda Kalan, Lahore.

PLAINTIFF

Versus

Altaf Hussain S/o Sardar Ali R/o Chak No. 52/2 L, Post Office, District Okara.

DEFENDANT

SUIT FOR DISSOLUTION OF MARRIAGE

Respectfully Sheweth:-

1. That the plaintiff was married with the defendant according to Islamic Rites on 10.04.2015.
2. That after the marriage, plaintiff started living with defendant. In the beginning, the conduct of defendant was normal but after about one year, the defendant started treating the plaintiff with cruelty.
3. That defendant is a person of evil nature, having relations with notorious women and keeps bad society and also forced the plaintiff to indulge in immoral activities and on her refusal, used to beat her, even at one point of time, attempted to kill her.
4. That the plaintiff when protested against the immoral activities of defendant and demanded her maintenance, defendant instead kicked her out of his house. The plaintiff had to take shelter at her parent's house.
5. That on account of the cruel conduct of defendant, the plaintiff has developed extreme hatred against the defendant and cannot live with him within the bounds prescribed by Allah Almighty.
6. That all efforts for bringing about reconciliation have failed. The plaintiff seeks dissolution of her marriage on the ground of "Khula".

7. That the cause of action arose in favour of plaintiff and against the defendant 10.04.2015 when the Nikkah of the plaintiff was solemnized the defendant, secondly one year after the marriage, when the defendant started treating the plaintiff with cruelty and finally one week ago when defendant kicked the plaintiff out of his house and she was constrained take shelter at her parent's home.

8. That the cause of action arose at Lahore, therefore, this learned court has got the jurisdiction to try and adjudicate upon this suit.

9. That the prescribed court fee of Rs. 15/- is affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that a decree for dissolution of marriage on the basis of "Khula" may kindly be passed in favour of the plaintiff and against the defendant in the interest of justice.

PLAINTIFF

Through

(27)

IN THE COURT OF DISTRICT JUDGE, LAHORE

Civil Suit No. /2014

Summaira Najam W/o Najam-ul-Nazir Bukhari R/o House No. 515 Shadman Colony No. 1, Lahore.

Plaintiff

Versus

Mudassar Mahmud Shah S/o Syed Mubashar Mahmud Shah, House No. 928-B, Shadman Colony, Lahore.

Defendant

SUMMARY SUIT

Under Order 37 Rule 2 CPC for recovery of 14.2 Million

Respectfully Sheweth: -

1. That the plaintiff is a housewife. Plaintiff's husband is employed as Doctor in Saudi Arabia for the last 13 years drawing handsome salary. Plaintiff's husband has been regularly remitting money to the plaintiff since then.
2. That the defendant is nephew of plaintiff's husband and is running the real estate business.
3. That the plaintiff approached the defendant to purchase a residential plot at a prime location in Bahria Town or DHA Lahore. For said purpose, the plaintiff paid the defendant following amount through different cheques drawn at following banks:
 - I) Faysal Bank:
 1. Cheque No. 0030813186 dated 18.03.2012 for Rs. 4.5 Million
 2. Cheque No. 0030813192 dated 29.03.2012 for Rs. 1.9 Million
 3. Cheque No. 0030813194 dated 06.04.2012 for Rs. 1.0 Million
 - II) Summit Bank:
 4. Cheque No. 00218532 dated 21.01.2013 for Rs. 1.1 Million
 5. Cheque No. 00218559 dated 14.02.2013 for Rs. 350,000.00
 6. Cheque No. 00218561 dated 02.03.2013 for Rs. 700,000.00
 - III) Habib Bank Ltd.
 7. Cheque No. 08106554 dated 06.03.2012 for Rs. 500,000.00
 8. Cheque No. 08106557 dated 08.03.2012 for Rs. 300,000.00

9. Cheque No. 08106559 dated 22.03.2012 for Rs. 400,000.00
 10. Cheque No. 08106562 dated 03.04.2012 for Rs. 300,000.00
 11. Cheque No. 08106565 dated 04.04.2012 for Rs. 300,000.00
 12. Cheque No. 08106567 dated 26.04.2012 for Rs. 1.2 Million
 13. Cheque No. 08106578 dated 19.07.2012 for Rs. 200,000.00
 14. Cheque No. 08925957 dated 17.12.2012 for Rs. 600,000.00
 15. Cheque No. 08925975 dated 04.04.2013 for Rs. 300,000.00
- IV) The plaintiff paid to the defendant an amount of Rs. 550,000.00 in cash on 06.04.2013.
- V) Thus the plaintiff paid total amount of Rs. 14.2 Million to the defendant in the above manner.
4. That the defendant failed to purchase any plot for the plaintiff in Bahria Town or DHA as per his commitment. The plaintiff therefore asked the defendant to return the amount of Rs. 14.2 Million. In response to the plaintiff's several requests, the defendant issued two cheques bearing No. 3405050 dated 28.11.2013 amounting for Rs. 12 Million and cheque bearing No. 3405051 dated 28.11.2013 amounting for Rs. 2.2 Million (Total 14.2 Million) towards repayment of above said amount. However, at the issuance of above said cheques the defendant explained to the plaintiff that the defendant needs some time to arrange the funds in his bank account. Copies of both the cheques are enclosed as **Annexure "B" & "B/1"**.
5. Keeping in view the defendant's request to the plaintiff not to present the cheques immediately but on the verbal advice of the defendant, the plaintiff presented the cheques to the bank for encashment on the following dates as per instruction of the defendant:

- i. The cheque No. 3405050 presented for encashment for 3 times on 20.05.2014, 22.05.2014 and 26.05.2014 but the same was dishonored.
 - ii. The cheque No. 3405051 presented for encashment for 3 times on 20.05.2014, 22.05.2014 and 26.05.2014 but the same was dishonored.
- 6. That the defendant thus failed to fulfill his legal obligation of making the repayment of above said amount of Rs. 14.2 Million as per his commitment.
- 7. That the plaintiff has made several verbal requests to the defendant to repay the above said amount of Rs. 14.2 Million to the plaintiff but the defendant did not care to accede to the genuine request of the plaintiff.
- 8. That the plaintiff has a lawful right to recover the suit amount from the defendant and the defendant is legally bound to repay the above said amount Rs. 14.2 Million to the plaintiff.
- 9. That the cause of action arose in favour of the plaintiff and against the defendant on different dates from 18.03.2012 to 06.04.2013 when defendant received suit amount from the plaintiff, then on 20.05.2014, 22.05.2014 and 26.05.2014 when the cheques issued by the defendant were bounced on presentation to the bank. Finally a week ago when the defendant flatly refused to pay the suit amount to the plaintiff without any lawful justification.
- 10. That the value of the suit for the purposes of the court fee and the jurisdiction is fixed at Rs. 14.2 Million. A court fee stamp paper of Rs. 15000/- is affixed of the plaint as required by law.

11. That the cause of action arose at Lahore. Both the parties are also residents of Lahore hence this learned court has got the jurisdiction to adjudicate upon the matter.

PRAYER

It is, therefore, most respectfully prayed that a decree for an amount of Rs. 14.2 Million may kindly be passed in favour of the plaintiff and against the defendant with costs.

Any other relief this learned court which may deem fit and proper also be granted.

Plaintiff

Through

(28)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ / 2019.

Arshad Ali Khokhar S/o Muhammad Shafi Khokhar R/o House No. 404-H, Phase-VI, DHA, Lahore.

PLAINTIFF

VERSUS

Malik Fida Hussain son of Muhammad Hussain, resident of House No. C-14, Block-C, Gulshan Jamal Gujro, Tehsil Malir, District Karachi. Presently residing at House No. 3, Safari Villas No. 1, Bahria Town, Rawalpindi.

RESPONDENT

SUIT FOR DECLARATION AND CANCELLATION/RECESSION OF AGREEMENT DATED 19.12.2017, CANCELLATION OF NEGOTIABLE INSTRUMENTS ISSUED IN LIEU OF AGREEMENT DATED 19.12.2017 AND CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That plaintiff deals in the business of real estate, under name and style of "KHOKHAR TRADERS (REGD)", having his Head Office at Plot No. 11, Block-G, Phase-VI, Commercial Area, Lahore Cantt. District Lahore and enjoys a good repute in the real estate business amongst his peers as well as competitors.
2. That the defendant approached the plaintiff and allured him to become an investor for DHA. The defendant also looped the plaintiff that he can help him to get his name incorporated with the administration of DHA, Lahore through MOU signed between the plaintiff and DHA. The plaintiff being convinced of said offer, being involved with real estate business, felt the same would be more convenient to get himself registered with DHA, as their investor.
3. That the defendant taking advantage of the circumstances that the plaintiff has agreed to get himself registered with DHA as investor, made another offer to the plaintiff that he has strong connections with DHA administration. The defendant claimed that he can manage to procure investment regarding phase-X of DHA Lahore and in that regard he can

manage to have plaintiffs' name included in the list of persons who are acquiring land in Phase-X of DHA, Lahore.

4. That due to the immensely alluring offer of the defendant, the plaintiff wrote a letter to the DHA Administration, Lahore and offered a chunk of land situated in Phase-X of DHA, Lahore. Copy of the letter dated 08.11.2017 is attached as **ANNEXURE "A"**.
5. That thereafter the defendant once again approached the plaintiff and convinced him that he possesses expertise as consultant, to provide professional consultancy service and support regarding formation of MOU/agreement with DHA, Lahore; as well as experience of procuring exempted plots/files against provided land to DHA, Lahore. The defendant offered the plaintiff to execute an agreement regarding acquisition of land for DHA, Lahore and to procure the exempted files/plots from DHA against said acquired land provided to DHA, Lahore. The plaintiff being convinced by the offer made by the defendant agreed to execute a deed of agreement. Copy of the agreement dated 19.12.2017 is attached as **ANNEX "B"**.

6. That according to the agreement, the plaintiff and defendant became share holders of 35% & 65%, respectively, of the profit against the land provided to the DHA, Lahore after deduction of the cost(s) of purchased land.
7. That it was also agreed that after four (04 days) of the signing of the MOU/agreement by the DHA and plaintiff, a cross-cheque of Rs. 45 Million will be en-cashed in favour of defendant, which was to be adjusted against the profit sharing amount i.e. 35% of the defendant.
8. That the plaintiff issued six (06) undated guarantee cheques to the defendant in lieu of the said contract, as well as to prove his solidarity towards the defendant. Details of cheques are as below:
 1. Undated Cheque No. 32435040 amounting to Rs. 75,00,000/-, JS Bank, DHA T-Block Branch, Lahore.
 2. Undated Cheque No. 32435041 amounting to Rs. 75,00,000/- JS Bank, DHA T-Block Branch, Lahore.
 3. Undated Cheque No. 32435042 amounting to Rs. 75,00,000/- JS Bank, DHA T-Block Branch, Lahore.
 4. Undated Cheque No. 32435043 amounting to Rs. 75,00,000/- JS Bank, DHA T-Block Branch, Lahore.
 5. Undated Cheque No. 32435044 amounting to Rs. 75,00,000/- JS Bank, DHA T-Block Branch, Lahore.

6. Undated Cheque No. 32435045 amounting to Rs. 75,00,000/- JS Bank, DHA T-Block Branch, Lahore.

Total amount = Rs. 4,50,00,000.00

It is pertinent to mention here that the aforementioned undated cheques were merely guarantees and were/are not intended to be encashed. Copies of undated guarantee cheques are attached as **ANNEXURE "C"**.

9. That despite lapse of more than a year, the defendant who allured the plaintiff regarding execution of MOU/agreement with DHA, Lahore has neither made any effort regarding procuring MOU between the plaintiff and DHA, nor he has showed any such expertise in this regard.
10. That the respondent without fulfillment of any contractual and/or legal formalities has started claiming his profit percentage from the plaintiff and has also threatened the plaintiff that if he will not pay share of profit to the defendant, he will get the undated guarantee cheques issued to him by the plaintiff en-cashed.
11. That the plaintiff approached the respondent and required him to arrange for the MOU/agreement between the plaintiff and DHA, Lahore regarding acquisition/provision of land to DHA, Phase-X, Lahore as per the agreement

dated 19-12-2017, but the defendant paid a deaf ear to the genuine demand of the plaintiff.

12. That the plaintiff again approached the defendant with a request that the agreement be rescinded and the undated guarantee cheques issued in favour of the defendant be returned to the plaintiff. The defendant has not only flatly refused the same, but also has started threatening the plaintiff to cause physical harm to him and his family members. The respondent further threatened to misuse the undated dated guarantee cheques against the plaintiff which necessitated the plaintiff to approach the court.
13. That the plaintiff out of the fraud committed by the defendant and his other companions regarding issuance of MOUs pertaining to DHA Quetta, DHA Gujranwala and DHA Lahore has submitted an application to SHO Police Station Defence-C, Lahore for registration of criminal case against defendant and his other companion regarding said fraud. The plaintiff also filed an application before the CCPO, Lahore for registration of case against the defendant and other. The plaintiff due to non-registration of criminal case by SHO as well as the CCPO was constrained to file a petition U/S 22-A (6)(i) of Cr.P.C before the Justice of Peace, Lahore seeking direction to the CCPO

and SHO whereupon the learned Justice of peace was pleased to issue direction to SHO to register FIR against defendant and other. Copies of application submitted to SHO, CCPO, petition and order dated 26.02.2019 are attached as **ANNEXURE "D", "D/1", "D/2" & "D/3"**.

14. That one of the companion of defendant namely Khalid Farooq Hameedi challenged the order dated 26.02.2019 before the Hon'ble Lahore High Court through writ petition No. 14040/2019 which is still sub-judice before the Hon'ble Lahore High Court, Lahore.
15. That the plaintiff has also submitted applications to the Chief of Army Staff, Chairman Joint Chief of Staff Committee and Director General Military Intelligence for initiation of proceedings against the defendant and his other companions which are still pending. Copies of the applications are attached as **ANNEXURE "E", "E/1" & "E/2"**.
16. That the defendant out of his grudge and bias against the plaintiff due to initiation of criminal proceedings against him and his other companions and in order to blackmail the plaintiff is extending threats regarding misuse of cheques mentioned above via encashment or to use the said cheques to lodge criminal proceedings against the plaintiff.

17. That the plaintiff has legitimate right to ask the defendant to rescind the agreement dated 19.12.2017 and return the undated guarantee cheques issued by the plaintiff.
18. That the cause of action arose in favour of the plaintiff and against the respondent firstly on 08.11.2017 when the plaintiff wrote a letter to DHA, Lahore offering land falling in Phase-X, DHA, Lahore; Secondly, on 19.12.2017 when the plaintiff executed the deed of agreement with defendant; Thirdly, on 19.12.2017 when the plaintiff handed over undated guarantee cheques to the defendant; Fourthly, when the defendant did not fulfill his part of performance of agreement dated 19.12.2017; Fifthly, when the plaintiff submitted an application to SHO for registration of FIR against the defendant & other; Sixthly, when the plaintiff submitted application to CCPO, Lahore; Seventhly, when plaintiff filed a petition u/s 22-A(6)(i) Cr.P.C before Justice of Peace, Lahore; Eighthly, when the learned Justice of Peace, Lahore was pleased to issue direction to the SHO for registration of FIR vide order dated 26.02.2019; Ninthly, when Khalid Farooq Hameedi, a companion of defendant challenged order dated 26.02.2019 before the Hon'ble Lahore High Court, Lahore through Writ Petition No. 14040/2019;

Tenthly, when the plaintiff submitted applications to the Chief of Army Staff, Chairman Joint Chief of Staff Committee and Director General Military Intelligence, Pakistan, Eleventhly; when the defendant refused to accede to the request of the plaintiff to rescind the agreement; Twelfthly, when the defendant threatened the plaintiff with dire consequences; Thirteenthly, when the defendant tried to utilize undated guarantee cheques as a tool against the plaintiff and his family members and Finally, a week ago when the defendant refused to accede the fair and genuine demand of the plaintiff.

19. That the agreement dated 19.12.2017 was executed at Lahore and cause of action too arose in Lahore, hence the Civil Court at Lahore has the jurisdiction to adjudicate upon the matter.
20. That the value of the suit for the purpose of jurisdiction and court fee has been fixed at Rs. 45 Millions. Appropriate court fee shall be levied as and when ordered by the leaned court.

P R A Y E R

It is, therefore, most humbly prayed that a decree for declaration in favour of the plaintiff and against the respondent may kindly be passed, declaring the agreement dated 19.12.2017 to be illegal, void ab initio, against the rights of the plaintiff, corum non judice and without any authority and the same may also be declared to be rescinded.

It is further prayed that undated negotiable instruments issued as guarantee, may kindly be declared to be against the rights of the plaintiff and be annulled and be declared to be issued without any liability.

It is further prayed that the respondent may also be restrained from encashing the undated guarantee cheques bearing No. 32435040-5 JS Bank, DHA T-Block Branch, Lahore issued by the plaintiff in any manner whatsoever till the final disposal of the main lis.

It is further prayed that the defendant may also be restrained from using the agreement dated 19.12.2017 against the plaintiff in any manner whatsoever.

Any other relief which this learned court deems fit and proper under the facts and circumstances of the case may also be granted.

PLAINTIFF

Through

(29)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Suit No. /2019

Fazeelat Agha wife of Nadir Agha, resident of 7-C-3, Gulberg-III, Lahore.

PLAINTIFF
VERSUS

Nawabzada Ahmad Fayyaz son of Nawabzada Ayyaz Ali Khan, resident of House No. 246, Block-H, Valencia Town, Lahore.

DEFENDANT

SUIT **FOR SPECIFIC PERFORMANCE OF AGREEMENT DATED 09.05.1994,**
AGREEMENT DATED 19.12.2018 AND HANDING OVER POSSESSION
OF SUIT PROPERTY

Respectfully Sheweth:

1. That one Sharafat Sultana daughter of Nawabzada Fayyaz Ali Khan being owner of land measuring 74 Kanals 10 Marlas situated within Revenue Estate Chak Aasu Bashmoola Sarai, Tehsil Cantt District Lahore through letter No. DSCL/CASL No. 47-93 dated 09.07.1993 issued vide order passed by Mr. Maqbool Hussain Shah, Settlement Commissioner, Board of Revenue, Lahore, executed a general power of attorney in favour of the defendant bearing document No. 1968, Bahi No. 1, Volume No. 4 dated 24.04.1994 registered with Sub Registrar Cantt, District Lahore. Said general attorney entered into an agreement to sell dated 09.05.1994 with the plaintiff against consideration of Rs. 2,79,375/- and the whole consideration amount was paid to the defendant. The whole transaction was completed in the presence of the marginal witnesses. Copy of the agreement to sell dated 09.05.1994 is enclosed as **ANNEXURE "A"**.

2. That due to unavoidable circumstances beyond the control of the parties to the suit, the agreement to sell dated 09.05.1994 could not be executed. The

parties to the suit executed another agreement to sell dated 19.12.2018 being an addendum to the previous agreement to sell dated 09.05.1994. The addendum was executed between parties with a condition that consideration amount against the suit property would be enhanced and the plaintiff agreed to pay an amount of Rs. 15,00,000/- in addition to the previous consideration amount. Plaintiff paid an amount of Rs. 5,00,000/- through cheque No. CA0062057328 dated 16.01.2019, Rs. 3,00,000/- through cheque No. CA0062057327 dated 16.01.2019, Rs. 3,00,000/- through cheque No. CA0062057332 dated 30.05.2019 of Faisal Bank Ltd. Main Boulevard Branch, Gulberg, Lahore in presence of marginal witnesses. Balance amount of Rs. 4,00,000/- was agreed to be paid to the defendant at the time of execution of sale deed in favour of plaintiff. Copy of agreement to sell / addendum dated 19.12.2018 is enclosed as **ANNEXURE “B”**.

3. That as per the terms and conditions of agreement to sell dated 19.12.2018, the sale deed was to be executed soon after the allotment of suit land in favour of the defendant against his filed claim.

4. That plaintiff has performed her part of the agreement dated 19.12.2018 by tendering the balance amount of consideration to defendant but defendant refused to receive balance amount of consideration from plaintiff and has

declined to execute sale deed in plaintiff's favour illegally and without any lawful justification. This failure to perform his contractual obligations amounts to a breach of contract.

5. That the plaintiff is still ready and willing to perform her part of agreement dated 19.12.2018 by way of payment of balance amount of consideration.

6. That two days ago, the plaintiff came to know that the defendant is entering into a sale agreement in respect of the suit property with a third party. The plaintiff immediately contacted defendant and requested him not to enter any further deal in respect of the suit property in violation of agreements dated 09.05.1994 and addendum dated 19.12.2018, the defendant ignored plaintiff's request. Hence the suit.

7. That the cause of action for the suit arose in favour of the plaintiff and against the defendants firstly on 09.05.1994 when defendant executed agreement to sell with the plaintiff, secondly on 19.12.2018 when the addendum agreement dated 19.12.2018 was executed by defendant in favour of plaintiff, Thirdly when plaintiff tendered the balance amount of consideration to defendant and requested him to perform his part of agreement and finally two days ago when

plaintiff came to know that the defendant is entering into a sale agreement in respect of the suit property with the third party, after the defendant illegally declined to perform his part of the sale agreement with plaintiff.

8. That the suit property is situated in Lahore, hence this learned court has got jurisdiction to try this suit.

9. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 17,79,375/-. The prescribed court fee of Rs. 15000/- is affixed on the plaint.

PRAYER

It is therefore, most respectfully prayed that a decree of specific performance may kindly be passed in favour of the plaintiff and against the defendants in terms of agreement to sell dated 19.12.2018.

It is further prayed that the defendants may also ordered to handover/deliver the vacant possession of the suit property to the plaintiff.

Cost incurred upon the litigation may also be awarded to the plaintiff.

Any other relief which this learned court may deem fit and proper under
the circumstance of the case may also be granted.

PLAINTIFF

Through

(30)

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Suit No. _____ /2019

Fazeelat Agha. Versus Nawabzada Ahmad Fayyaz.

(Suit for specific performance of agreement dated 09.05.1994, agreement dated 19.12.2018 and handing over possession of suit property)

APPLICATION Under Order 39 Rule 1 & 2 CPC for grant of temporary injunction

Respectfully Sheweth:

1. That the petitioner has filed the titled suit. The contents of the plaint may kindly be read as an integral part of this application.

2. That the petitioner has got *prima facie* a strong arguable case in her favour and the suit is most likely to be decreed in favour of the petitioner.
3. That balance of convenience and in-convenience is in favour of petitioner.
4. That, if respondent is not restrained from entering into agreement to sell as well as alienating the suit property to any third party, in the said event petitioner shall have to suffer an irreparable loss and injury.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction further alienation of suit property may kindly be restrained till the final adjudication of the titled suit and in this regard status quo may kindly ordered to be maintained.

Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. _____ /2016

1. Adnan Arif S/o Muhammad Arif
2. Hannan Arif S/o Muhammad Arif
3. Kiran Atif W/o Atif Ashraf
4. Nosheen Ali W/o Ali Raza Butt

All R/o House No. 65-1-C-2, College Road, Township, Lahore.

Plaintiffs

Versus

1. Bushra Arif W/o Muhammad Arif
2. Rizwan Arif S/o Muhammad Arif

All R/o House No. 24 Block-C-2, Punjab Government Housing Society, Lahore.

Defendants

SUIT FOR DECLARATION WITH PERMANENT INJUNCTION

Respectfully Sheweth: -

1. That defendant No. 1 is the mother of plaintiffs and defendant No. 2.

2. That the husband of defendant No. 1 and the father of plaintiffs and defendant No. 2, namely, Muhammad Arif S/o Zahoor Din is the owner of Plot No. 64 and 65 Block No. 1 Sector C-2, Town Ship, Lahore where a plaza under the name and style "Mian Plaza" consisting of 40 shops has been built. Muhammad Arif is also the owner of a marriage hall under the name and style "Al Madina Marriage Hall" situated at Ghazi Chowk, Township Lahore and a Hotel under the name and style "Arif Hotel" situated opposite Lady Wallington Hospital, Lahore. All the documents of the ownership of the property are in the custody of defendants.

3. That Muhammad Arif is paralyzed person and is physically incapable to look after his property that is why Muhammad Arif has given the charge of the plaza and marriage hall to plaintiff No. 1 and 2. Under the authority given by Muhammad Arif, plaintiffs No. 1 & 2 have rented out the shops of Mian Plaza to different tenants. Plaintiff Nos. 3 & 4 is also enjoying the rent of the said plaza shops. Copies of rent deeds, Utility Bills and PT-10 are enclosed.

4. That Muhammad Arif is residing along with defendants at House No. 24 Block-C-2, Punjab Government Housing Society Lahore.

5. That it is pertinent to submit here that defendants are not taking any care of their sick and paralyzed father and Muhammad Arif is absolutely at their mercy.

It is pertinent to mention here that the defendants are so impatient and greedy that they have fraudulently withdrawn entire amounts lying in the bank accounts of Muhammad Arif.

6. That as submitted above Muhammad Arif is not a normal person. He is paralyzed and is not capable of making independent decisions. The plaintiffs, as submitted above, defendants have already withdrawn the huge amount lying in the bank accounts of Muhammad Arif without intimating and taking plaintiffs into confidence have misappropriated the said amount. In view of the unfair conduct of the defendants, the plaintiffs genuinely apprehend that defendants may take further advantage of the custody of the paralyzed father and may with malafide and fraudulent intention put his thumb impressions on any document relating to his immovable properties and in this manner may get any of the properties transferred in the name of any other person for the purpose of misappropriation of the wealth of Muhammad Arif and to deprive the other children of Muhammad Arif from the benefits of the said properties.

7. That plaintiffs have repeatedly asked the defendants to arrange proper treatment of Muhammad Arif and not to indulge in misappropriation of the wealth of Muhammad Arif but to no effect. Hence this suit.

8. That the cause of action for the suit arose in favour of the plaintiffs and against the defendants firstly in the year 2004 when Muhammad Arif became paralyzed, finally three months ago when defendants have withdrawn entire amounts lying in the bank accounts of Muhammad Arif and now when defendants threaten the plaintiffs to dispose them illegally from the property which is under the custody of the plaintiffs with the permission of the Muhammad Arif.

9. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- . No court fee is required to be affixed on the plaint on the said suit value under the law.

10. That the suit property is situated at Lahore, cause of action also arose at Lahore hence this learned court has the jurisdiction to try this suit.

PRAYER

It is therefore most respectfully prayed that this suit may kindly be decreed in favour of the plaintiffs and against the defendants with costs restraining the defendants by way of permanent injunction from using the thumb impression of sick and paralyzed Muhammad Arif on any conveyance deed relating to the above said properties or other known and unknown properties or to use the thumb impression of Muhammad Arif on any cheque relating to the encashment or

transfer of funds from the bank accounts of Muhammad Arif in any manner whatsoever.

It is further prayed that the status quo may kindly be ordered to be maintained in respect of the immoveable properties and bank accounts of Muhammad Arif.

Any other relief which this court may fit deemed be granted to the plaintiffs.

Plaintiffs

Through

PERVAIZ RASOOL BASRA
Advocate High Court

NAQQASH SHAHID KHOKHAR
Advocate

VERIFICATION

Verified on oath at Lahore this 23rd day of May, 2016 that the contents of the plaint from para 1 to 7 are true and correct to the best of my knowledge and those of para 8 to 10 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2016

Adnan Arif etc.

Versus

Bushra Arif etc.

APPLICATION U/o 39 rule 1 & 2 CPC for grant of Temporary Injunction

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.
4. That respondents/defendants have already, by taking advantage of the custody of sick and paralyzed Muhammad Arif, have withdrawn the entire

amounts lying in the bank accounts of Muhammad Arif. The petitioners/plaintiffs genuinely apprehend that respondents/defendants may take further advantage of the custody of the paralyzed father and may with malafide and fraudulent intention put his thumb impressions on any document relating to his immovable properties and in this manner may get any of the properties transferred in the name of any other person for the purpose of misappropriation of the wealth of Muhammad Arif and to deprive the other children of Muhammad Arif from the benefits of the said properties. In the said event the petitioners/plaintiffs shall have to suffer an irreparable loss and injury.

PRAYER

It is therefore most respectfully prayed that by way of temporary injunction, the respondents/defendants may kindly be restrained from using the thumb impression of sick and paralyzed Muhammad Arif on any conveyance deed relating to the above said properties or other known and unknown properties or to use the thumb impression of Muhammad Arif on any cheque relating to the encashment or transfer of funds from the bank accounts of Muhammad Arif in any manner whatsoever.

It is further prayed that the status quo may kindly be ordered to be maintained in respect of the immoveable properties and bank accounts of Muhammad Arif.

Any other relief which this court may fit deemed be granted to the plaintiffs.

Petitioner

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2016

Adnan Arif etc. Versus Bushra Arif etc.

AFFIDAVIT OF Adnan Arif S/o Muhammad Arif R/o House No. 24
Block-C-2, Punjab Government Housing Society, Lahore.

The above named deponent do hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.

3. That the balance of convenience and in-convenience is in favour of the petitioner.
4. That respondents/defendants have already, by taking advantage of the custody of sick and paralyzed Muhammad Arif, have withdrawn the entire amounts lying in the bank accounts of Muhammad Arif. The petitioners/plaintiffs genuinely apprehend that respondents/defendants may take further advantage of the custody of the paralyzed father and may with malafide and fraudulent intention put his thumb impressions on any document relating to his immovable properties and in this manner may get any of the properties transferred in the name of any other person for the purpose of misappropriation of the wealth of Muhammad Arif and to deprive the other children of Muhammad Arif from the benefits of the said properties. In the said event the petitioners/plaintiffs shall have to suffer an irreparable loss and injury.

Deponent

VERIFICATION

Verified on oath at Lahore on this 23rd day of May, 2016 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2016

Mst. Fazaila Ashraf Widow of Muhammad Ashraf Butt (late), R/o House No. 129-A-IV, Phase-I, Punjab Housing Society, College Road, Lahore.

Plaintiff

Versus

1. Muhammad Aslam Butt S/o Muhammad Younas Butt
2. Mst. Bushra Iqbal W/o Muhammad Younas Butt

All R/o House No. 129-A-IV, Phase-I, Punjab Housing Society, College Road, Lahore.

3. Punjab Housing Society, College Road, Lahore through its secretary.

Defendants

SUIT FOR DECLARATION AND PERPETUAL INJUNCTION

Respectfully Sheweth: -

1. That earlier plaintiff had filed a suit for Declaration and Perpetual injunction in respect of the same property titled Mst. Fazaila Ashraf Vs Muhammad Aslam Butt etc. which was allowed to withdrawn by the learned civil judge vide order dated 12.04.2016 with permission to file it afresh. The instant suit is being filed pursuing to the above said permission granted by the learned court. Copy of order is enclosed herewith.

2. That plaintiff purchased a plot and build a house bearing No. 129-A-IV, Phase-I, Punjab Housing Society, College Road, Lahore from her own pocket but out of love and affection got the same allotted in the name of her husband, Ashraf Butt. Plaintiff was real owner of the said house and her husband was only a name lender. It was a benami transaction. Plaintiff and her husband started residing in the said house, hereinafter referred to as the suit property.

3. That Punjab Housing Society, College Road, Lahore has been arrayed as a proforma defendant being custodian of the record in respect of the suit property.

4. That unfortunately, plaintiff's husband Muhammad Ashraf Butt died on 19.02.2016 issueless. A copy of death certificate is enclosed as Annexure "A".

5. That on 19.02.2016, the defendant No. 1 & 2 came to plaintiff's above said house to condole the death of her husband. Funeral ceremony was over but the defendant No. 1 & 2 refused to leave the plaintiff's house. After a great difficulty, with the indulgence of elders of the family, the plaintiff managed to get rid of their illegal interference. The defendant No. 1 & 2 left the plaintiff's house but at the time of leaving plaintiff's house, they forcibly took away the entire personal jewelry of plaintiff worth Rs. 9 lacs and total documents related to the disputed property as well as others and also threatened the plaintiff that they will come again and will forcibly take possession of the suit property claiming that they are legal heirs of late Muhammad Ashraf Butt.

6. That the plaintiff asked the defendant No. 1 & 2 not to take law in to their hands and if they have any claim in respect of the suit property, they should approach the court of law for the said purpose but the defendant No. 1 & 2 flatly refused to accede to the genuine request of the plaintiff and were adamant to illegally and forcibly occupied the suit property, hence the suit.

7. That the defendant No. 1 & 2 have no lawful rights to cause harassment to the plaintiff and to forcibly take possession of the suit property.

8. That cause of action for the suit arose firstly on 19.02.2016 when plaintiff's husband, namely, Muhammad Ashraf Butt died and the defendants trespassed into the suit property on the pretext of condoling the death of plaintiff's husband and finally a week ago when plaintiff asked the defendant No. 1 & 2 not to take law into their hands and if they have any claim in respect of the suit property, they should approach the court of law for the said purpose but to no effect.

9. That the suit property is situated at Lahore. Parties also reside at Lahore hence this learned court has got the jurisdiction to adjudicate upon the matter.

10. That the value of the suit for the purposes of the court fee and the jurisdiction is fixed at Rs. 5000/- . No court fee is required to be affixed on the plaint under the law.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of plaintiff and against the defendants declaring that plaintiff's husband, namely, Muhammad Ashraf Butt, was only the name lender and plaintiff is the real owner of the suit property as it was a benami transaction.

It is further prayed that defendant No. 3 may kindly be directed to enter the plaintiff's name as owner of the suit property in their record.

It is further prayed that, by way of permanent injunction, the defendants may kindly be restrained from causing any kind of interference in the possession of the plaintiff over the suit property.

Any other relief which deems fit and proper may also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(AAMIR REHMAN KHARAL)
Advocate

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 25th day of April, 2016 that the contents of the plaint from para 1 to 7 are true and correct to the best of my knowledge and those of para 8 to 10 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2016

Mst. Fazaila Ashraf Versus Muhammad Aslam Butt etc.

(Suit for declaration with consequential relief)

**APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC READ WITH SECTION 151
CPC FOR GRANT OF TEMPORARY INJUNCTION**

Respectfully Sheweth:

1. That the plaintiff has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the plaintiff has prima facie a strong case in his favour and there is every likelihood that the suit will be ultimately decreed.
3. That balance of convenience and inconvenience is in favour of the plaintiff.
4. That if interim relief is not granted the plaintiff shall have to suffer irreparable loss & injury.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction, the respondents may kindly be restrained from causing any kind of interference in the possession of the plaintiff over the suit property.

Any other relief which deems fit and proper may also be granted.

Plaintiff

Through

Counsel

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2016

Mst. Fazaila Ashraf Versus Muhammad Aslam Butt etc.

AFFIDAVIT OF Mst. Fazaila Ashraf Widow of Muhammad Ashraf Butt (late),
R/o House No. 129-A-IV, Phase-I, Punjab Housing Society,
College Road, Lahore.

The above named deponent do hereby solemnly affirm and declare as under:

1. That the plaintiff has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the plaintiff has prima facie a strong case in his favour and there is every likelihood that the suit will be ultimately decreed.
3. That balance of convenience and inconvenience is in favour of the plaintiff.
4. That if interim relief is not granted the plaintiff shall have to suffer irreparable loss & injury.

Deponent

VERIFICATION

Verified on oath at Lahore on this 15th day of April, 2016 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

Deponent

IN THE COURT OF DISTRICT JUDGE, LAHORE

Civil Suit No. _____ /2018

Muhammad Boota S/o Din Muhammad Cast Bhatti R/o Moaza Bulharr Post Office Kahnano, Tehsil Cantt. Lahore.

PLAINTIFF

VERSUS

Muhammad Shafique son of Haji Muhammad Saddique, main Bazar, Street No. 3, Mohallah Nishtar Town, Daroghwala, Baghbanpura, Lahore.

DEFENDANT

SUMMARY SUIT UNDER ORDER 37 RULE 2 CPC FOR RECOVERY OF 27.5 MILLION

Respectfully Sheweth: -

1. That the plaintiff is senior citizen aging more than 75 years. The plaintiff sold a chunk of land against which the defendant issued a cheque amounting to Rs. 27.5 Million only in lieu of consideration as sale price of his land. Unfortunately said cheque was dishonoured upon presentation.
2. That the defendant thus failed to fulfill his legal obligation of making the payment of above said amount of Rs. 27.5 Million which is the consideration amount against the sale of property.
3. That the plaintiff has made several verbal requests to the defendant to repay the above said amount of Rs. 27.5 Million to the plaintiff but the defendant did not care to accede to the genuine request of the plaintiff.
4. That the plaintiff has a lawful right to recover the suit amount from the defendant and the defendant is legally bound to repay the above said amount Rs. 27.5 Million to the plaintiff along with markup as well as the costs of litigation.

5. That the cause of action arose in favour of the plaintiff and against the defendant firstly on when the cheque was issued by the defendant in favour of the plaintiff, Secondly; when the property was sold by the plaintiff, Thirdly; on when the plaintiff presented the cheque for encashment but was dishonoured and Finally a week ago when the defendant flatly refused to pay the suit amount to the plaintiff without any lawful justification.
6. That the value of the suit for the purposes of the court fee and the jurisdiction is fixed at Rs. 27.5 Million. Appropriate court fee will be affixed with the plaint as and when required.
7. That the cause of action arose at Lahore. Both the parties are also residents of Lahore hence this learned court has got the jurisdiction to adjudicate upon the matter.

P R A Y E R

It is, therefore, most respectfully prayed that a decree for an amount of Rs. 27.5 Million along with markup may kindly be passed in favour of the plaintiff and against the defendant.

It is further prayed that costs of litigation may also be ordered to be paid to the plaintiff.

Any other relief this learned court which may deem fit and proper also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 20th December, 2019 that the contents of the plaint from Para 1 to 4 are true and correct to the best of my knowledge and those of Para 5 to 7 are true and correct to the best of my belief.

PLAINTIFF

IN THE COURT OF DISTRICT JUDGE, LAHORE

Civil Suit No. /2018

Muhammad Boota S/o Din Muhammad Cast Bhatti R/o Moaza Bulharr Post Office Kahnano, Tehsil Cantt. Lahore.

PLAINTIFF

Versus

Muhammad Shafique son of Haji Muhammad Saddique, main Bazar, Street No. 3, Mohallah Nishtar Town, Daroghwala, Baghbanpura, Lahore.

DEFENDANT

**SUMMARY SUIT UNDER ORDER 37 RULE 2 CPC FOR RECOVERY OF
10 MILLION**

Respectfully Sheweth: -

1. That the plaintiff is senior citizen aging more than 75 years. The plaintiff sold a chunk of land against which the defendant issued a bankers' cheque

amounting to Rs. 10 Million only in lieu of consideration as sale price of land. Unfortunately bankers' cheque issued by defendant was dishonoured upon presentation.

2. That the defendant thus failed to fulfill his legal obligation of making the payment of above said amount of Rs. 10 Million which is the consideration amount against the sale of property.
3. That the plaintiff has made several verbal requests to the defendant to repay the above said amount of Rs. 10 Million to the plaintiff but the defendant did not care to accede to the genuine request of the plaintiff.
4. That the plaintiff has a lawful right to recover the suit amount from the defendant and the defendant is legally bound to repay the above said amount Rs. 10 Million to the plaintiff along with markup as well as the costs of litigation.
5. That the cause of action arose in favour of the plaintiff and against the defendant, Firstly; on when the banker's cheque was issued by the defendant in favour of the plaintiff, Secondly; when the property was sold by the plaintiff, Thirdly; on when the plaintiff presented the

banker's cheque for encashment but was dishonoured and Finally a week ago when the defendant flatly refused to pay the suit amount to the plaintiff without any lawful justification.

6. That the value of the suit for the purposes of the court fee and the jurisdiction is fixed at Rs. 10 Million. Appropriate court fee will be affixed with the plaint as and when required.
7. That the cause of action arose at Lahore. Both the parties are also residents of Lahore hence this learned court has got the jurisdiction to adjudicate upon the matter.

P R A Y E R

It is, therefore, most respectfully prayed that a decree for an amount of Rs. 10 Million along with markup may kindly be passed in favour of the plaintiff and against the defendant.

It is further prayed that costs of litigation may also be ordered to be paid to the plaintiff.

Any other relief this learned court which may deem fit and proper also be granted.

PLAINTIFF

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 20th December, 2019 that the contents of the plaint from Para 1 to 4 are true and correct to the best of my knowledge and those of Para 5 to 7 are true and correct to the best of my belief.

PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. _____ /2014

1. Badar-ul-Islam Leghori
2. Mazhar-ul-Islam Leghori Through his attorney Badar-ul-Islam.

Both sons of Wali Muhammad Bloach R/o House No. 5, Street No. 5, Lodge Road, Old Anarkali, Lahore.

Plaintiffs

Versus

1. Public at large.
2. Abdul Ghani S/o Sultan Muhammad R/o 6-Gazali Road, Samanabad, Lahore.
3. Mst. Zahida Manan previously Zahid Majid W/o Sheikh Abdul Manan R/o 1-Race View Jail Road, Lahore.
4. Lahore Development Authority through its Director General LDA Plaza Edgerton Road, Lahore.

Defendants

SUIT **FOR DECLARATION AND CANCELLATION OF SALE DEED**
WITH PERMANENT INJUNCTION

Venerably Supplicated as under: -

1. That the predecessor-in-interest of plaintiffs, namely, Mst. Suriya Majid and defendant No. 3, named, Zahida Majid (now Zahida Manan) were owners in possession of land measuring 7 Kanals 16 Marlas bearing presently Khasra No. 7371, 7374, 7372, 7370, 7375, 7376 and previous Khasra No. 2 according to Rapat No. 3158 dated 11.02.1987 situated in Revenue Estate of Village Hanjarwal Niaz Baig Tehsil and District Lahore hereinafter referred to as the suit property.

2. That the suit property was acquired by Land Acquisition Collector, Lahore as per Notification No. 23340/LAC dated 05-12-1977 under section 13 of The Punjab Land (Housing) Act, 1973 which was published in Punjab Gazette on 06-12-1977 and later on defendant No. 4 was directed to get the possession of the suit property. In this way the suit property was transferred to defendant NO. 4.

3. That after acquisition of the suit property, the defendant No. 4 directed the previous owners/predecessor-in-interest of the plaintiffs and defendant No. 3 to lodge claim to get exempted plots from defendant No. 4. In lieu of the suit property.

4. That the defendant No. 2 prepared a forged, fabricated and bogus sale deed No. 10008, Bahi No. 1, Jild No. 569 dated 30-06-1988 and got it registered in the office of Sub-Registrant Saddar now Allama Iqbal Town, Lahore. The defendant No. 2 also got mutation sanctioned on the basis of said forged/bogus sale deed in his favour in Revenue record concerned vide mutation No. 30642. It is surprising as to how the

defendant No. 2 got sanctioned mutation in revenue record when the defendant No. 4 was already in possession of the suit property.

5. That the predecessor-in-interest of plaintiffs and the defendant No. 3 neither executed the sale deed in dispute in favour of defendant No. 2 nor received any consideration amount from defendant No. 2. The plaintiffs and defendant No. 3 never delivered possession of their land to defendant No. 2. It has already been mentioned that the predecessor-in-interest of the plaintiffs and the defendant No. 3 had already handed over the possession to the defendant No. 4, but not to defendant No. 2. It is also surprising how defendant No. 2 got fard Malkiyat/ ownership of predecessor-in-interest of the plaintiffs and defendant No. 3 from Halqa Patwari for the purpose of the execution and registration of sale deed in dispute when the land of predecessor-in-interest of the plaintiffs and the defendant No. 3 had already been handed over to defendant No. 4 and all necessary entries had already been incorporated in the record of defendant No. 4. It is further submitted that after Notification and its publication in Punjab Gazette acquired land could not be sold.

6. That the sale deed in dispute is fabricated, bogus, null and void, ab-initio and has no legal effect on the vested rights of the predecessor-in-interest of the plaintiffs and the defendant No. 3. The sale deed in dispute is therefore liable to be declared null and void.

7. That the predecessor-in-interest of the plaintiffs Surriya Majid died on 26.05.2001 but in her life time defendant No. 4 functionaries could not be able to allot exempted plots to her and defendant No. 3 in respect of the said land. After the death of the predecessor-in-interest of the plaintiffs as her legal heirs approached defendant No. 4 functionaries for exemption of plots but to no effect.

8. That in March 2014 when the plaintiffs approached defendant No. 4 functionaries for getting exempted plots in lieu of land owned by the predecessor-in-interest of the plaintiffs and defendant No. 3 acquired by the defendant No. 4, the functionaries of the defendant No. 4 told the present plaintiffs that the sale deed No. 10008, Bahi No. 1, Jild No. 569 has recently been found in their official record which shows that the predecessor-in-interest of the plaintiffs and defendant No. 3 have already sold their land to defendant No. 2 and due to the reason, the plaintiffs are not entitled to get exempted plots in lieu of the land of predecessor-in-interest of the plaintiffs and the defendant No. 3 from defendant No. 4.

9. That plaintiffs and defendant No. 3 were shocked to know about this fraudulent sale, thereafter the present plaintiffs and defendant No. 3 approached defendant No. 4 to the functionaries of defendant No. 4 after the knowledge of said fraud to settle their matter. The officials of defendant No. 4 advised the plaintiffs to get cancelled the sale deed in dispute then to approach them for getting exempted plot in lieu of acquired suit property.

10. That the plaintiffs applied on _____ for getting the certified copy of the sale deed in dispute from copying branch of District Court, Lahore so that they can get it cancelled through competent court but after due and long process they have refused to issue certified copy of the sale deed in dispute on the reason that the concerned record has been burnt on _____.

11. That if the sale deed in dispute is not cancelled the plaintiffs shall suffer irreparable loss and injury and be deprived of their valuable rights.

12. That the cause of action accrued in favour of the plaintiffs and against the defendant on _____ when defendant No. 2 got registered the sale deed in dispute bearing deed No. 10008, Bahi No. 1, Jild No. 569 dated 30-06-1988 with fraud and misrepresentation secondly when defendant No. 2 got incorporated mutation No. 30642 in revenue record and thirdly in March 2014 when the plaintiffs came to know about the sale deed in dispute from functionaries of defendant No. 4 and finally a few days back when the functionaries defendant No. 4 finally advised the plaintiffs to get the fake/fabricated sale deed cancelled. The cause of action is still continuing.

13. That the suit property is situated in District Lahore, therefore, this Hon'able court has got jurisdiction to entertain, try and decide the matter.

14. That the valuation of the suit prescribed for the purposes of court fee and jurisdiction is fixed as Rs. Twenty Millions and court fee of 15000/- is affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed with cost to the effect:

- a) The sale deed in respect of land measuring 7 Kanals 16 Marlas bearing presently Khasra No. 7371, 7374, 7372, 7370, 7375, 7376 and previous Khasra No. 2 according to Rapat No. 3158 dated 11.02.1987 situated in Revenue Estate of Village Hanjarwal Niaz Baig Tehsil and District Lahore, may kindly be declared forged, fabricated bogs, null and void having no legal effect on the rights of plaintiffs and defendant No. 3 and cancelled the same.
- b) Plaintiffs and defendant No. 3 may kindly be declared as the legal heirs of deceased Mst. Suriya Majid W/o Wali Muhammad Bloach R/o House No. 5, Street No. 5, Lodge Road, Old Anarkali, Lahore and as such entitled to claimed exempted plots from defendant No. 4 in lieu of the acquired suit property.

- c) Defendant No. 4 may kindly be ordered to allot the exempted plots in lieu of the acquired suit property.

- d) Any other relief which may be deemed proper under the facts and circumstances may also be granted.

Plaintiffs

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(PERVAIZ RASOOL BASRA)
Advocate High Court

(MIRZA ZULFIQAR RAHI)
Advocate High Court

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 22nd day of April, 2014 that the contents of the plaint from para 1 to 11 are true and correct to the best of my knowledge and those of para 12 to 14 are true and correct to the best of my belief.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

CIVIL SUIT NO. _____ /2021.

Hafiz Muhammad Rashid son of Abdul Rasheed, resident of House No.9, Street No.60, Old Dharampura, Lahore.

PLAINTIFF

VERSUS

1. Khurram Shahzad son of Muhammad Younas, resident of 189-A-II, Johar Town, Lahore.
2. Muhammad Sharif son of Nizam Din, resident of Mohallah Eid Ghah, Shahdara Town, Lahore.
3. Sohail Khan Jaddon son of -----, resident of 1-Empress Road, Lahore.

DEFENDANTS

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth: -

1. That plaintiff purchased property land measuring 17-marlas 139-sqft bearing property No.SE-16-R, Khasra No. 4905/2, Khewat No.1080, Khatooni No. 1852/1 situated at 1-Empress Road, Behind Empress Tower, Lahore. Out of total land measuring 17-marlas 139-sqft, sale deed to the extent of land measuring 08-marlas 130 sq.ft has already been executed in the name of the plaintiff whereas sale deed regarding land measuring 09-marlas, 08-sqft could not be executed due to family dispute among the family members of defendant No.1. However, the possession of land measuring 17-marlas 131 sq.ft has been handed over to the plaintiff. Copies of the sale deeds and utility bills are attached as

Annex-A, B & C.

2. That the plaintiff, despite payment of entire consideration amount to defendant No.1, also paid an amount of Rs.10,00,000/- through cheque No.37724429 dated 03.06.2015 (Bank Alfalah, Garhi Shahu Branch, Lahore), Rs.800,000/- through cheque No.37724427 dated 03.06.2015 (Bank Alfalah, Garhi Shahu Branch, Lahore) and Rs.200,000/- in cash making a total of Rs.20,00,000/- due to harassment and blackmailing caused by defendants No.2 & 3.

3. That the defendants No.2 & 3 with the help of some ghunda elements attempted to disposes the plaintiff from property measuring 09-Marlas 08-sqft illegally and unlawfully but due to timely intervention of the respectable of the

locality the defendants No.2 & 3 alongwith unknown ghunda elements could not succeed in their nefarious designs.

4. That a week ago, defendants No.2 & 3 alongwith some unknown ghunda elements once again tried to dispossess the plaintiff from the suit property but could not succeed in their illegal designs due to interference of the residents of the locality. The said ghunda elements left the premises on the behest that they will come again to take over possession after preparation.

5. That cause of action for the suit arose firstly when sale deed of land measuring 08-marlas 131 sqft was executed in favour of the plaintiff, secondly when the possession of land measuring 09-marlas 08-sqft was handed over to the plaintiff by defendant No. 1, thirdly on 29.03.2021 when defendants No. 2 & 3 illegally and unlawfully attempted to take over the possession of the first floor of the suit property and finally a week ago when defendants No.2 & 3 alongwith some unknown ghunda elements again tried to dispossess the plaintiff from first floor of the suit property illegally and unlawfully, which is still accruing in favour of the plaintiff.

6. That the parties to the suit are residents of Lahore, the suit property is situated at Lahore, hence this learned court has got the jurisdiction to try this suit.

7. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 20,000/- and appropriate court fee has been affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants restraining the defendants No. 1 to 3 by way of permanent injunction from interfering into the peaceful possession of plaintiff over the suit property.

It is further prayed that defendants No. 1 to 3 may kindly be restrained through injunctive order from dispossessing the plaintiff illegally and unlawfully from the suit property in any manner whatsoever.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

PLAINTIFF

Through;

(ATIF MOHTASHIM KHAN)
Advocate High Court
RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 23rd day of April, 2021 that the contents of the plaint from Para 1 to 4 are true and correct to the best of my knowledge and those of Para 5 to 7 are true and correct to the best of my belief.

PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

CIVIL SUIT NO. _____ /2021.

Hafiz Muhammad Rashid. Versus Khurram Shahzad etc.

(SUIT FOR PERMANENT INJUNCTION)

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.

2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.

3. That the balance of convenience and in-convenience is in favour of the petitioner.

4. That if temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss and humiliation.

PRAYER

It is, therefore, most respectfully prayed that respondents No. 1 to 3 may kindly be restrained by way of temporary injunction from forcibly and illegally dispossessing the plaintiff from the first Floor of the suit property in any manner whatsoever.

Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

PETITIONER

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

CIVIL SUIT NO. _____ /2021.

Hafiz Muhammad Rashid. Versus Khurram Shahzad etc.

AFFIDAVIT OF Hafiz Muhammad Rashid son of Abdul Rasheed, resident of House No.9, Street No.60, Old Dharampura, Lahore.

I, the above named deponent do hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance convenience and in-convenience is in favour of the petitioner.
4. That if a temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss and humiliation.

DEPONENT

VERIFICATION

Verified on oath at Lahore on this 23rd day of April, 2021 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2017

Raza Islam Din S/o Islam Din R/o House No. 212-M, Phase V, DHA Lahore.

Plaintiff

Versus

1. Abdul Majeed s/o Nawaz Khan
2. Asghar Ali S/o Abdul Majeed

both R/o Daiha Khas Lahore, District Lahore.

Defendant

SUIT FOR POSSESSION THROUGH SPECIFIC PERFORMANCE OF AGREEMENT TO SELL DATED 15-12-2015 AND PERMANENT INJUNCTION

Respectfully Sheweth: -

1. That the defendant is the owner in possession of a land measuring 23-Kanal, 5-Marla bearing Khasra No. 1156 (8-K, 0-M), 1157 (4-K, 4-M), Khewat No. 89, Khatooni No. 223 vide mutation No. 20107 and Khasra No. 1146, 1147 (11-K, 1-M) Khewat No. 91, Khatooni No. 225 to 227 vide mutation No. 16826 for the year 1998-99, situated at Mouza Gajumata, Tehsil Model Town, District Lahore, hereinafter referred to as suit property. Copies of relevant pages of Registrar Haqdaran Zameen are enclosed as **Annexure "A"**.
2. That defendant entered into an agreement to sell dated 15-12-2015 regarding suit property with the plaintiff for the consideration of Rs. 3,48,75,000/- out of which an amount of Rs. 1,00,00,000/- (ten million) as Biana, vide Pay Order No. BC00036773 dated 15.12.2015 drawn on Al-Habib Bank Limited, Tufail Road Branch, Lahore was paid by the plaintiff to the defendant in presence of witnesses, on 15-12-2015. Copies of Iqrar Nama and pay order are enclosed as **Annexure "B" "B/1"**.
3. That on 15.03.2016, the plaintiff went to the house of defendants and tendered the balance amount of consideration in presence of witnesses and requested the defendants to perform their part of the agreement, i.e, execute the sale deed in respect of the suit property in favour of the plaintiff. The defendants requested the plaintiff for grant of some more time to obtain fresh copy of "Fard"

and other requisite documents necessary for execution of sale deed. The plaintiff acceded to their genuine request and it was mutually agreed that sale deed will be executed on 15.06.2016 and on the said date, defendants will keep ready the requisite documents and the plaintiff will pay the balance amount of consideration.

4. That on 15.06.2016, plaintiff informed the defendant about his readiness to pay the balance amount of consideration and requested them to execute sale deed regarding the suit land in favour of plaintiff but the defendants kept on putting off the matter on one pretext or the other.

5. That two months ago, plaintiff again approached the defendants and requested him to execute the sale deed in favour of plaintiff in respect of suit property on receipt of balance amount of consideration. The defendants responded that as the price of suit property has inflated greatly, therefore, he will execute the sale deed only if plaintiff pays him an additional amount of Rs. 10 million over and above the agreed amount of consideration. On plaintiff's refusal to accede to the said illegal demand, the defendants flatly refused to execute the sale deed in favour of the plaintiff without any lawful justification.

6. That the plaintiff is ready to perform his part of the agreement and defendants are legally bound to perform their part of the agreement by way of executing the sale deed in favour of the plaintiff and also to hand over possession of the suit property to the plaintiff, on receipt of balance amount of consideration. The defendants have refused to perform their part of agreement dated 15.12.2015.

7. That it has come to the knowledge of the plaintiff that defendants are trying to sell the suit property to some third party for some higher amount of consideration, hence this suit.

8. That cause of action for the suit arose firstly on 15.12.2015 when defendants received earnest amount of Rs. 1,00,00,000/- (ten million) from the plaintiff executed the "Iqrar Nama" in presence of witnesses. Secondly, on 15.03.2016 when defendants sought extension of time for execution of sale deed, thirdly on 15.06.2016 when defendants sought further time to provide the plaintiff with fresh Fard and other documents. Finally, two months earlier when defendants demanded increase in consideration amount and on plaintiff's refusal to accede to the said illegal demand, the defendants flatly refused to execute the sale deed in favour of the plaintiff without any lawful justification.

9. That the suit property is situated at Lahore, hence this learned court has got jurisdiction to try this suit.

10. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 3,48,75,000/-. The prescribed court fee will be affixed on the plaint as and when directed by this learned court.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants with costs directing the defendants to execute sale deed in favour of the plaintiff after receiving the balance amount of consideration as per terms and conditions of the agreement.

It is further prayed that defendants may also be directed to hand over vacant possession of the suit property to the plaintiff and the defendants may also be permanently restrained from interfering in plaintiff's property.

It is further prayed that defendants may kindly be restrained from alienating the suit property to any third party during the pendency of instant suit and defendants may kindly be directed to maintain status quo in the meanwhile.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(RAI AMIR REHMAN KHARAL)
Advocate

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 29th day of July, 2017 that the contents of the plaint from para 1 to 7 are true and correct to the best of my knowledge and those of para 8 to 10 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2017

Raza Islam Din Versus Abdul Majeed etc

(Suit for possession, specific performance and permanent injunction)

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience lies in favour of the petitioner.
4. That if defendants are not restrained from alienating the suit property by way of temporary injunction, the petitioner shall have to suffer an irreparable loss and injury.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction defendants may kindly be restrained from alienating the suit property to any third party during the pendency of instant suit and defendants may kindly be directed to maintain status quo in the meanwhile.

Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

Petitioner

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2017

Raza Islam Din

Versus

Abdul Majeed etc

AFFIDAVIT OF Raza Islam Din S/o Islam Din R/o House No. 212-M, Phase V,
DHA, Lahore

The above named deponent does hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience lies in favour of the petitioner.
4. That if defendants are not restrained from alienating the suit property by way of temporary injunction, the petitioner shall have to suffer an irreparable loss and injury.

Deponent

VERIFICATION

Verified on oath at Lahore on this 29th day of July, 2017 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2019.

Tariq Mahmood S/o Abdul Majeed R/o House No. 171, Kashmir Block, Allama Iqbal Town, Lahore.

PLAINTIFF

VERSUS

1. Abu Bakar Bin Tariq S/o Tariq Mahmood R/o House No. 171, Kashmir Block, Allama Iqbal Town, Lahore.
2. Lahore Development Authority through its Director General, LDA Complex, M.A. Johar Town, Lahore.

DEFENDANTS

SUIT FOR DECLARATION, CANCELATION OF TRANSFER LETTERS OF
PLOTS BEARING FILE NO. LC-22-2-15-15-D-13, INTIMATION LETTER NO.

INT-LC-33/A DATED 16.01.2019 (PLOT MEASURING 5 MARLA), FILE NO.
LC-27-2-123-123-D-3, INTIMATION LETTER NO. INT-LC-531/A DATED
16.01.2019 (PLOT MEASURING 5 MARLA), FILE NO.
LC-23-2-22-22-D-13, INTIMATION LETTER NO. INT-LC-188/A DATED
23.01.2019 (PLOT MEASURING 5 MARLA), FILE NO.
LC-22-2-59-59-D-11, INTIMATION LETTER NO. INT-LC-144/A DATED
23.01.2019 (PLOT MEASURING 5 MARLA) SITUATED IN LDA CITY,
LAHORE, PERMANENT INJUNCTION ALONG WITH POSSESSION AS
CONSEQUENTIAL RELIEF.

Respectfully Sheweth:-

1. That the concise facts giving rise to the present plaint are that the plaintiff purchased the suit property bearing File No. LC-22-2-15-15-D-13, Intimation Letter No. INT-LC-33/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-27-2-123-123-D-3, Intimation Letter No. INT-LC-531/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-23-2-22-22-D-13, Intimation Letter No. INT-LC-188/A dated 23.01.2019 (plot measuring 5 Marla), File No. LC-22-2-59-59-D-11, Intimation Letter No. INT-LC-144/A dated 23.01.2019 (plot measuring 5 Marla) situated in LDA City, Lahore out of his own sources but due to pressure exerted by the family members, the plaintiff was forced to got the above said properties transferred in the name of defendant No. 1 being his real son.

Copies of transfer letters are attached as ANNEXURE "A", "A/1", "A/2" & "A/3" respectively.

2. That after the transfer of the plots mentioned in the preceding paragraph, the attitude of defendant No. 1 changed towards the plaintiff. Even the defendant No. 1 threatened the plaintiff that he is now the owner of the suit properties and he can alienate the said suit properties without the intervention of plaintiff.
3. That the plaintiff paid the consideration amount for the purchase of the suit properties therefore Defendant No. 1 is only benamidar and not the real owner of the said suit properties.
4. That impugned transfer documents in favour of the defendant No. 1 are illegal, unlawful, null and void ab-initio, ineffective, inoperative, not binding upon the rights of the Plaintiff, being the same are without consideration, hence impugned documents are liable to be declared null, void and devoid of force under the equitable principle of *Nemo dat quod non habet*, i.e. no one gives that which they do not have. Thus, impugned documents are liable to be cancelled.
5. That Defendant No. 1 misusing his relation with plaintiff as his son is adamant to alienate the suit properties in order to deprive the plaintiff of his

valuable right in the suit properties. Unless declaration is granted irreparable loss and substantial injury shall be incurred to the plaintiff at the hands of defendant No. 1.

6. That the defendant No.1 to achieve his ulterior motives and to deprive the plaintiff from his valuable property is attempting to enter into agreement to sell with some unknown persons which is illegal, unlawful, void ab-initio, ineffective, inoperative and not binding upon the rights of the plaintiffs, without consideration because the plaintiff at the time of alleged transaction paid the consideration of the suit properties whereas title of the suit properties were transferred in the name of defendant No. 1 as benamidar, hence impugned documents are liable to be declared null and void and against the rights of the plaintiff.

7. That the plaintiff approached the defendant No. 1 and refrained him from entering into any agreement to sell regarding the suit properties with any person whomsoever but the defendant No. 1 refused to accede to the genuine demand of the plaintiff.

8. That the cause of action arose in favour of the plaintiff and against the defendants; Firstly, when the plaintiff paid the consideration amount of suit properties; Secondly, when the title of the suit properties was transferred in the name of defendants No. 1; Thirdly when the attitude of the defendant No. 1 towards plaintiff turned rash; Fourthly, when the defendant No. 1 threatened the plaintiff of alienating the suit properties; Fifthly, when defendant No. 1 in connivance with some unknown persons is entering into an agreement to sell the suit properties; Sixthly, when the plaintiff got knowledge regarding the execution of agreement to sell regarding the suit properties by defendant No. 1 with some unknown persons; Seventhly, when the plaintiff asked the defendant No. 1 to refrain from entering into any agreement to sell; Eighthly, when the defendant No. 1 refused to accede to the genuine demand of the plaintiff and Finally a week ago when the defendant No. 1 flatly refused to acknowledge the plaintiff as owner of the suit properties, which continues to accrue in favour of the plaintiff.

9. That the parties to the suit are residing at the Lahore, suit property is also situated at Lahore, the cause of action also arose at Lahore, hence the civil Court at Lahore has got jurisdiction to adjudicate and try the present suit.

10. That the value of the suit the purpose of court fee and jurisdiction is fixed at Rs. 40,00,000/- . Appropriate court fee shall be levied upon the suit, as and when ordered by this learned court.

P R A Y E R

It is, therefore, most respectfully prayed that a declaratory decree may kindly be passed in favour of the plaintiff and against the defendants declaring the defendant No. 1 to be benamidar and also declare the plaintiff to be the lawful owner of the suit properties bearing File No. LC-22-2-15-15-D-13, Intimation Letter No. INT-LC-33/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-27-2-123-123-D-3, Intimation Letter No. INT-LC-531/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-23-2-22-22-D-13, Intimation Letter No. INT-LC-188/A dated 23.01.2019 (plot measuring 5 Marla), File No. LC-22-2-59-59-D-11, Intimation Letter No. INT-LC-144/A dated 23.01.2019 (plot measuring 5 Marla) situated in LDA City, Lahore

It is further prayed that the operation of the transfer letters bearing File No. LC-22-2-15-15-D-13, Intimation Letter No. INT-LC-33/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-27-2-123-123-D-3, Intimation Letter No. INT-LC-531/A dated 16.01.2019 (plot measuring 5 Marla), File No.

LC-23-2-22-22-D-13, Intimation Letter No. INT-LC-188/A dated 23.01.2019 (plot measuring 5 Marla), File No. LC-22-2-59-59-D-11, Intimation Letter No. INT-LC-144/A dated 23.01.2019 (plot measuring 5 Marla) may kindly be suspended and defendants No. 1 may also be restrained from claiming any title, link or interest with the suit property perpetually.

It is further prayed that defendant No. 1 may also be restrained from further alienating or changing the nature of the suit property in any manner whatsoever till the final disposal of the suit.

It is further prayed that the possession of the suit property bearing File No. LC-22-2-15-15-D-13, Intimation Letter No. INT-LC-33/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-27-2-123-123-D-3, Intimation Letter No. INT-LC-531/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-23-2-22-22-D-13, Intimation Letter No. INT-LC-188/A dated 23.01.2019 (plot measuring 5 Marla), File No. LC-22-2-59-59-D-11, Intimation Letter No. INT-LC-144/A dated 23.01.2019 (plot measuring 5 Marla) situated in LDA City, Lahore may also be ordered to be handed over to plaintiff being the real owner of the suit property as consequential relief.

It is further prayed that the defendant No. 1 may kindly be restrained from executing any agreement to sell regarding the suit property, against the plaintiff in any manner whatsoever.

It is further prayed that the defendant No. 2 may kindly be ordered to transfer the title of the suit properties in the name of the plaintiff and to incorporate the name of plaintiff as owner of the suit properties in their record.

Any other relief which this learned court deems fit and appropriate in the peculiar circumstances of the case, may also be granted to the plaintiffs.

PLAINTIFF

Through;

ATIF MOHTASHIM KHAN
Advocate High Court
RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 18th day of March, 2019 that the contents of the plaint from Para 1 to 8 are true and correct to the best of my knowledge and those of Para 9 to 10 are true and correct to the best of my belief.

PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2019.

Tariq Mahmood. **VERSUS** Abu Bakar Bin Tariq etc.

SUIT FOR DECLARATION, CANCELATION OF TRANSFER LETTERS OF PLOTS BEARING FILE NO. LC-22-2-15-15-D-13, INTIMATION LETTER NO. INT-LC-33/A DATED 16.01.2019 (PLOT MEASURING 5 MARLA), FILE NO. LC-27-2-123-123-D-3, INTIMATION LETTER NO. INT-LC-531/A DATED 16.01.2019 (PLOT MEASURING 5 MARLA), FILE NO. LC-23-2-22-22-D-13, INTIMATION LETTER NO. INT-LC-188/A DATED 23.01.2019 (PLOT MEASURING 5 MARLA), FILE NO. LC-22-2-59-59-D-11, INTIMATION LETTER NO. INT-LC-144/A DATED 23.01.2019 (PLOT MEASURING 5 MARLA) SITUATED IN LDA CITY, LAHORE, PERMANENT INJUNCTION ALONG WITH POSSESSION AS CONSEQUENTIAL RELIEF.

APPLICATION

UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.

2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.

3. That the balance of convenience and in-convenience is in favour of the petitioner.

4. That if the relief as prayed for is not granted by way of temporary injunction, in the said event, the petitioner shall have to suffer an irreparable loss and injury.

PRAYER

It is, therefore, most respectfully prayed that the operation of the transfer letter regarding suit property bearing File No. LC-22-2-15-15-D-13, Intimation Letter No. INT-LC-33/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-27-2-123-123-D-3, Intimation Letter No. INT-LC-531/A dated 16.01.2019 (plot measuring 5 Marla), File No. LC-23-2-22-22-D-13, Intimation Letter No. INT-LC-188/A dated 23.01.2019 (plot measuring 5 Marla), File No. LC-22-2-59-59-D-11, Intimation Letter No. INT-LC-144/A dated 23.01.2019 (plot measuring 5 Marla) situated in LDA City, Lahore may kindly be suspended and defendants No. 1 may also be restrained from claiming any title, link or interest with the suit property perpetually.

It is further prayed that defendants No. 1 may also be restrained from further alienating or changing the nature of the suit property in any manner whatsoever till the final disposal of the suit.

Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

PETITIONER

Through

ATIF MOHTASHIM KHAN
Advocate High Court
RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. /2019.

Tariq Mahmood. **VERSUS** Abu Bakar Bin Tariq etc.

SUIT FOR DECLARATION, CANCELATION OF TRANSFER LETTERS OF PLOTS BEARING FILE NO. LC-22-2-15-15-D-13, INTIMATION LETTER NO. INT-LC-33/A DATED 16.01.2019 (PLOT MEASURING 5 MARLA), FILE NO. LC-27-2-123-123-D-3, INTIMATION LETTER NO. INT-LC-531/A DATED 16.01.2019 (PLOT MEASURING 5 MARLA), FILE NO. LC-23-2-22-22-D-13, INTIMATION LETTER NO. INT-LC-188/A DATED 23.01.2019 (PLOT MEASURING 5 MARLA), FILE NO. LC-22-2-59-59-D-11, INTIMATION LETTER NO. INT-LC-144/A DATED 23.01.2019 (PLOT MEASURING 5 MARLA) SITUATED IN LDA CITY, LAHORE, PERMANENT INJUNCTION ALONG WITH POSSESSION AS CONSEQUENTIAL RELIEF.

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

AFFIDAVIT OF: Tariq Mahmood S/o Abdul Majeed R/o House No. 171, Kashmir Block, Allama Iqbal Town, Lahore.

I, the above named deponent do hereby solemnly affirm and declare as under: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.
4. That if the relief as prayed for is not granted by way of temporary injunction, in the said event, the petitioner shall have to suffer an irreparable loss and injury.

DEPONENT.

VERIFICATION

Verified on oath at Lahore on this 18th day of March, 2019 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

DEPONENT.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2020

Syed Hassan Ali Shah S/o Syed Arif Ali Shah R/o House No. 62, Block-G, Model Town, Lahore.

PLAINTIFF

Versus

1. Quality Aviation Pvt. Ltd. through Shazil Mehkri (C.E.O) having its office at 1-A/1-B, Adam Market, Space Arcade, Shaheed-a-Millat Road, Karachi.
2. Quality Aviation Pvt. Ltd. through Bilal Mehkri (C.E.O) having its office at 1-A/1-B, Adam Market, Space Arcade, Shaheed-a-Millat Road, Karachi.
3. Zahid Anwar, Branch Manager, Quality Aviation Pvt. Ltd. having its office 19-A, 1st Floor HBL Building, Ali Block, New Garden Town, Lahore.

4. Iftikhar Cheema, Director North, Quality Aviation Pvt. Ltd. having its office 19-A, 1st Floor HBL Building, Ali Block, New Garden Town, Lahore.
5. Excise and Taxation Department through Director General, Fareed Court Road, Lahore.

DEFENDANTS

**SUIT FOR RENDITION OF ACCOUNT ALONG WITH
PERMANENT INJUNCTION.**

Respectfully Sheweth: -

1. That the plaintiff was appointed as Senior Manager GIT by defendant No. 1 & 2 on 18.04.2014. The plaintiff was to render his services in the Branch Office at Lahore under the supervision and in subordination of defendants No. 3 & 4. Since plaintiff's appointment with the defendants, there has been no complainant from any corner whatsoever against the plaintiff. Copy of the appointment letter dated 18.04.2014 is attached as **ANNEXURE "A"**.
2. That the plaintiff was appointed as a permanent employee therefore some amount from his salary was deducted as per prevailing laws of the land and the same were adjusted towards the gratuity which is payable to every employee at the time of retirement of the employee. It is worth mentioning at this juncture

that the said gratuity is also payable to the employee who resigns / relinquishes or is terminated from the job as the said amount is deducted from the salary of the employee. Copy of gratuity slip issued by defendants is attached as **ANNEXURE** **“B”**.

3. That the defendants are basically tour operators who arrange tours abroad, whereas the plaintiff being Senior Manager rendered his service as head of said tourist trips. Over the period, the plaintiff being the head of the tourist trips had been investing huge amount out of his own pocket to earn repute for the defendants. The investments so made by the plaintiff has approximately calculated to the tune of Rs 30 Millions but the said amount of Rs. 30 Million is still unpaid by the defendants.

4. That due to widely spread of COVID-19 in Pakistan, the administration on 17.03.2020 issued a letter through e-mail upon the plaintiff contending therein that services of plaintiff have been laid off from employment with immediate effect i.e. 17.03.2020. copy of email is attached as **ANNEXURE “C”**.

5. That plaintiff approached the defendants No. 3 & 4 for recovery of invested amount of Rs. 30 Million apart from his salary of 17 days for the month of March

2020 as well as advance salary of one month as per policy of the organization as the services of the plaintiff have been laid off by the defendants at their own choice but defendants No. 3 & 4 instead of releasing the amount of Rs. 30 Million so invested by the plaintiff and the salary started making lame excuses on one pretext or the other.

6. That the defendants No. 3 & 4 verbally demanded the plaintiff to immediately surrender Company Car Toyota Corolla GLI, Model 2019, Colour Grey Graphite, Engine No. Z567522, Chassis No. NZE170R4193017 bearing Registration No. LE-19A-2810 and a laptop (HP) which has been in use of plaintiff. The plaintiff equivocally refused the defendants No. 3 & 4 that he cannot surrender the Laptop as well as the Car as many of transactions made by plaintiff have been saved in the said Laptop which are personal property/proof of his investment to be recovered from the defendants therefore, till the rendition of account, plaintiff cannot handover the same to the defendants. Simultaneously the plaintiff also demanded the defendants No. 3 & 4 that they should arrange for the release of Rs. 30 Million invested by the plaintiff on behalf of the defendants apart from advance salary of one month in lieu of termination of plaintiff as well as salary of 17 days for services rendered by plaintiff with defendants.

7. That plaintiff also demanded the defendants No. 3 & 4 to release the gratuity immediately but the defendants No. 3 & 4 started making lame excuses on one pretext or the other and started making lame excuses.

8. That the plaintiff flatly refused to accede to the illegal demands of the defendants No. 3 & 4 and required them to release of Rs. 30 Million being investment made by plaintiff for defendants, advance salary of one month as well as salary of 17 days and gratuity of Rs. 5,35,500/- pending towards the defendants for which the defendants No. 3 & 4 have started extending threats of dire consequences to the plaintiff.

9. That the plaintiff has repeatedly asked the defendants to settle the accounts with plaintiff in respect of the above said transactions but they are not only flatly refused the same but also have started threatening the plaintiff to cause physical harm to plaintiff and his family members which necessitated to approach the court.

10. That the plaintiff has legitimate right to ask defendants to render true accounts regarding investment made by the plaintiff in the business of defendants to which they are bound by law.

11. That cause of action for the suit arose firstly on 18.04.2014 when plaintiff was appointed as permanent employee by defendants No. 1 & 2 and his services were rendered to branch office at Lahore; Secondly, when the plaintiff being head of tourist trips started making investment from his own pocket which accumulated to the tune of Rs. 30 Million and remained unpaid by defendants; Thirdly, on 17.03.2020 when defendants laid off the plaintiff from employment without giving any specific reasons; Fourthly, when defendants demanded the plaintiff to immediately return the car as well as laptop being defendants belonging without adverting to plaintiffs demands; Fifthly, when the defendants started making lame excuses to the genuine demands of releasing Rs. 30 Million apart from one month advance salary and salary of 17 days for the month of March, 2020 and finally on 18.03.2020 when the defendants No. 3 & 4 started extending threats of dire consequences to the plaintiff in case he does not return the car and the laptop to the defendants which is still accruing in favour of the plaintiff.

12. That most of the business commenced at Lahore and cause of action too arose here, hence the civil court at Lahore has the jurisdiction to adjudicate upon the matter.

13. That value of suit for the purposes of court fee and jurisdiction is fixed at Rs. 30632718/- and prescribed court fee of Rs. 10 has been affixed on the plaint.

PRAYER

It is, therefore, most humbly prayed that a decree for rendition of accounts in favour of the plaintiff and against the defendants may kindly be passed with direction to the defendants to hand over the amount of Rs. 30 Millions invested by the plaintiff on behalf of defendants, the gratuity of plaintiff amounting to Rs. 5,35,500/-, one month advance salary due to termination of services of the plaintiff and salary of 17 days for rendering services for defendants .

It is further prayed that respondents be restrained by way of temporary injunction from forcibly and illegally dispossessing the plaintiff from Car Toyota Corolla GLI, Model 2019, Colour Grey Graphite, Engine No. Z567522, Chassis No. NZE170R4193017 bearing Registration No. LE-19A-2810 and a laptop (HP) till the final disposal of the instant suit.

It is further prayed that respondent No. 5/ Excise Department Lahore may very kindly be restrained from transferring ownership of Car Toyota Corolla GLI, Model 2019, Colour Grey Graphite, Engine No. Z567522, Chassis No. NZE170R4193017 bearing Registration No. LE-19A-2810 in the name of any other person till the final disposal of the instant suit in any manner whatsoever.

It is further prayed that during the pendency of the suit, defendants may very kindly be restrained from taking coercive measures against the plaintiff in any manner whatsoever.

Any other relief which this learned court deems fit and proper under the facts and circumstances of the case may also be granted.

PLAINTIFF

Through;

(ATIF MOHTASHIM KHAN)
Advocate High Court
RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 17th day of March, 2020 that the contents of the plaint from Para 1 to 10 are true and correct to the best of my knowledge and those of Para 11 to 13 are true and correct to the best of my belief.

PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2020.

Syed Hassan Ali Shah. Versus Quality Aviation etc.

(Suit for rendition of account along with permanent injunction)

APPLICATION **UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.**

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.

4. That if temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss and humiliation.

PRAYER

It is, therefore, most respectfully prayed that respondents be restrained by way of temporary injunction from forcibly and illegally dispossessing plaintiff from Car Toyota Corolla GLI, Model 2019, Colour Grey Graphite, Engine No. Z567522, Chassis No. NZE170R4193017 bearing Registration No. LE-19A-2810 and a laptop (HP) till the final disposal of the instant suit.

It is further prayed that respondent No. 5/ Excise Department Lahore may very kindly be restrained from transferring ownership of Car Toyota Corolla GLI, Model 2019, Colour Grey Graphite, Engine No. Z567522, Chassis No. NZE170R4193017 bearing Registration No. LE-19A-2810 in the name of any other person till the final disposal of the instant suit in any manner whatsoever.

Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

PETITIONER

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Syed Hassan Ali Shah. Versus Quality Aviation etc.

(APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY
INJUNCTION)

AFFIDAVIT OF Syed Hassan Ali Shah S/o Syed Arif Ali Shah R/o House No. 62,
Block-G, Model Town, Lahore.

The above named deponent does hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.
4. That if temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss and humiliation.

DEPONENT

VERIFICATION

Verified on oath at Lahore on this 19th day of March, 2020 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. _____ / 2019.

Fazeelat Agha wife of Nadir Agha, resident of 7-C-3, Gulberg-III, Lahore.

PLAINTIFF

VERSUS

1. Muhammad Javed.
2. Tanvir Ahmad
Both sons of Muhammad Munir, resident of Kait, Post Office Mustafabad, Laliyani, Tehsil Lahore Cantt, Lahore.
3. Ata Ullah Khan.
4. Sana Ullah Khan
5. Shabbir Ahmad

All sons of Akhtar Hussain, residents of Haveli Habib Ullah Khan, Post Office Mustafabad, Laliyani, Tehsil Lahore Cantt, Lahore.

6. Ghulam Haider.
7. Nazim Hussain.
8. Mst. Javeria

All sons and daughter of Said Muhammad, resident of Kait, Post Office Mustafabad, Laliyani, Tehsil Lahore Cantt, Lahore.

9. Ghulam Hussain son of Said Muhammad, resident of Kait, Post Office Mustafabad, Laliyani, Tehsil Lahore Cantt, Lahore.

10. Rehmat Ali.
11. Rafaqat Ali.
12. Shafaqat Ali

All sons of Mansab Ali, residents of Kait, Post Office Mustafabad, Laliyani, Tehsil Lahore Cantt, Lahore.

DEFENDANTS

SUIT FOR CANCELLATION OF SALE DEEDS BEARING DOCUMENT NO. 2978, BOOK NO. 1, VOLUME NO. 3131 DATED 28.02.2010 REGISTERED WITH SUB REGISTRAR NISHTAR TOWN, LAHORE AS WELL AS AGREEMENT TO SELL DATED 23.01.2010 REGARDING LAND MEASURING 6-K 18-M SITUATED IN REVENUE ESTATE CHAK AASU MASHMOLA SARAICH, TEHSIL CANTT, DISTRICT LAHORE AND AFFIDAVIT SWORN BY PLAINTIFF IN LIEU OF AGREEMENT TO SELL DATED 23.01.2010, SALE DEED BEARING DOCUMENT NO. 8854, BOOK NO. 1, VOLUME NO. 3249 DATED 14.06.2010 REGISTERED WITH SUB REGISTRAR NISHTAR TOWN, LAHORE AS WELL AS AGREEMENT TO SELL DATED 20.04.2010 REGARDING LAND MEASURING 2-K 10-M SITUATED IN REVENUE ESTATE CHAK AASU MASHAMOLA SARAICH, TEHSIL CANTT, DISTRICT LAHORE AND AFFIDAVIT SWORN BY PLAINTIFF IN LIEU OF AGREEMENT TO SELL DATED 20.04.2010, SALE DEED BEARING

DOCUMENT NO. 10898, BOOK NO. 1, VOLUME NO. 3289 DATED
13.07.2010 REGISTERED WITH SUB REGISTRAR NISHTAR TOWN,
LAHORE AS WELL AS AGREEMENT TO SELL DATED 10.03.2010
REGARDING LAND MEASURING 4-K 7-M SITUATED IN REVENUE ESTATE
CHAK AASU MASHMOLA SARAICH, TEHSIL CANTT, DISTRICT LAHORE,
SALE DEED BEARING DOCUMENT NO. 5346, BOOK NO. 1, VOLUME NO.
3178 DATED 10.04.2010 REGISTERED WITH SUB REGISTRAR NISHTAR
TOWN, LAHORE REGARDING LAND MEASURING 1-K 10-M SITUATED IN
REVENUE ESTATE CHAK AASU MASHMOLA SARAICH, TEHSIL CANTT,
DISTRICT LAHORE, SALE DEED BEARING DOCUMENT NO. 720, BOOK
NO. 1, VOLUME NO. 3086 DATED 13.01.2010 REGISTERED WITH SUB
REGISTRAR NISHTAR TOWN, LAHORE AS WELL AS AGREEMENT TO SELL
DATED 20.11.2009 REGARDING LAND MEASURING 5-K 17-M SITUATED
IN REVENUE ESTATE CHAK AASU MASHMOLA SARAICH, TEHSIL CANTT,
DISTRICT LAHORE ALONG WITH CONSEQUENTIAL RELIEF.

Respectfully Sheweth:

1. That the plaintiff was owner of land measuring 8-K 18-M bearing Khasra No. 1343 and 1625, Khatooni No. 222/225 vide Mutation No. 571 dated 21.06.1999 situated within the revenue estate Chak Aasu Mashmola Saraich, Lahore Cantt, Lahore. The plaintiff entered into an agreement to sell dated 23.10.2010 with defendants No. 1 & 2 regarding land measuring 6-K 18-M bearing Khasra No. 1343 and land measuring 2-K 18-M bearing Khasra No. 1625 against total consideration

of Rs. 3,33,750/- @

Rs. 3,00,000/- per acre. The plaintiff through sale deeds bearing document No. 2978, Book No. 1, Volume No. 3131 dated 28.02.2010 registered with Sub Registrar Nishtar Town, Lahore sold the said property to the defendants No. 1 & 2. The said sale deeds were registered by defendants with the Sub Registrar Nishtar Town, Lahore according to the prevailing property rate sanctioned/evaluated by the Deputy Commissioner, Lahore (DC Rate) at that time. Copies of agreement to sell dated 23.10.2010, affidavit sworn thereon and sale deed pertaining to suit property are attached as **ANNEXURE “A” “B” & “C”** respectively.

2. That the plaintiff was also owner of land measuring 2-K 10-M bearing Khasra No. 1500, Khatooni No. 222/225 vide Mutation No. 571 dated 21.06.1999 situated within the Revenue Estate Chak Aasu Mashmola Sarai, Lahore Cantt, Lahore. The plaintiff entered into an agreement to sell dated 20.04.2010 with father of defendants No. 3 to 5 regarding land measuring 2-K 10-M against total consideration of Rs. 3,00,000/- @

Rs. 10,00,000/- per acre. The plaintiff through sale deeds bearing document No. 8854, Book No. 1, Volume No. 3249 dated 14.06.2010 registered with Sub Registrar Nishtar Town, Lahore sold the said property to the defendants No. 3 to 5. The said sale deeds were registered by defendants with the Sub Registrar Nishtar Town, Lahore according to the prevailing property rate sanctioned/evaluated by the Deputy Commissioner, Lahore (DC Rate) at that time. Copies of agreement to

sell dated 20.04.2010 and sale deed pertaining to suit property are attached as
ANNEXURE "D" & "E" respectively.

3. That the plaintiff was also owner of land measuring 4-K 7-M bearing Khasra No. 30 & 35, Khatooni No. 222 to 225 vide Mutation No. 571 dated 21.06.1999 situated within the Revenue Estate Chak Aasu Mashmola Sarai, Lahore Cantt, Lahore. The plaintiff entered into an agreement to sell dated 10.03.2010 with defendants No. 6 to 8 regarding land measuring 4-K 7-M against total consideration of Rs. 1,00,000/- . The plaintiff through sale deed bearing document No. 10898, Book No. 1, Volume No. 3289 dated 13.07.2010 registered with Sub Registrar Nishtar Town, Lahore sold the said property to the defendants No. 6 to 8. The said sale deed was registered by defendants with the Sub Registrar Nishtar Town, Lahore according to the prevailing property rate sanctioned/evaluated by the Deputy Commissioner, Lahore (DC Rate) at that time. Copies of agreement to sell dated 10.03.2010 and sale deed pertaining to suit property are attached as
ANNEXURE "F" & "G" respectively.

4. That the plaintiff was also owner of land measuring 1-K 10-M bearing Khasra No. 30 & 35, Khatooni No. 222 to 225 vide Mutation No. 571 dated 21.06.1999 situated within the Revenue Estate Chak Aasu Mashmola Sarai, Lahore Cantt, Lahore. The plaintiff entered into an agreement to sell with defendants No. 9 regarding land measuring 1-K 10-M against

total consideration of Rs. 1,50,000/- . The plaintiff through sale deed bearing document No. 5346, Book No. 1, Volume No. 3178 dated 10.04.2010 registered with Sub Registrar Nishtar Town, Lahore sold the said property to the defendant No. 9. The said sale deed was registered by defendant No. 9 with the Sub Registrar Nishtar Town, Lahore according to the prevailing property rate sanctioned/evaluated by the Deputy Commissioner, Lahore (DC Rate) at that time. Copy of sale deed pertaining to suit property is attached as ANNEXURE "H".

5. That the plaintiff was owner of land measuring 5-K 17-M bearing Khasra No. 30 & 35, Khatooni No. 222 to 225 vide Mutation No. 571 dated 21.06.1999 situated within the Revenue Estate Chak Aasu Mashmola SaraiCh, Lahore Cantt, Lahore. The plaintiff entered into an agreement to sell dated 20.11.2009 with defendants No. 10 to 12 regarding land measuring 5-K 17-M against total consideration of Rs. 1,50,000/- . The plaintiff through sale deed bearing document No. 720, Book No. 1, Volume No. 3086 dated 13.01.2010 registered with Sub Registrar Nishtar Town, Lahore sold the said property to the defendants No. 10 to 12. The said sale deed was registered by defendants No. 10 to 12 with the Sub Registrar Nishtar Town, Lahore according to the prevailing property rate sanctioned/evaluated by the Deputy Commissioner, Lahore (DC Rate) at that time. Copies of agreement to sell dated 20.11.2009, agreement regarding possession of land and sale deed pertaining to suit property are attached as ANNEXURE "J" "K" & "L" respectively.

6. That later on it transpired that the Chief Settlement Commissioner, Punjab, Lahore vide its order dated 10.03.2011 cancelled the mutation sanctioned in favour of the plaintiff regarding the above said land (herein referred as suit property). Copy of order passed by the Chief Settlement Commissioner, Punjab Lahore is attached as **ANNEXURE "M"**.

7. That the defendants in league with each other approached the plaintiff and started claiming that she has managed to get the order passed by the Chief Settlement Commissioner, Punjab, Lahore, hence she is responsible for their loss and now she should compensate them regarding the suit property or in alternate get them allotted any other land in the revenue estate as an alternate. The plaintiff offered them that she can only repay the consideration received by her in accordance with the agreement to sell entered into with the defendant.

8. That the defendants instead of acceding to the genuine offer by the plaintiff started demanding huge amount against the property which was sold to them by the plaintiff and has already been retrieved by the government through judicial process.

9. That the plaintiff put all her efforts to satisfy the defendants regarding the issue regarding cancellation of mutations, but the defendants are adamant to demand excessive price against the suit property from the plaintiff. The plaintiff is willing to restitute the defendants the consideration price received by her

according to the agreements executed by her with defendants No. 1 to 12 respectively.

10. That the cause of action arose firstly on when the plaintiff entered into an agreements to sell with the defendants No. 1 to 12 and also sworn affidavits in lieu of all the agreement to sell; Secondly, when the plaintiff alienated the suit property to the defendants, Thirdly, when the Chief Settlement Commissioner, Punjab, Lahore cancelled the allotment of the suit property allotted to the first allottee; Fourthly, when the defendants approached the plaintiff and blamed her of getting the allotment cancelled from the Chief Settlement commissioner Punjab, Lahore; Fifthly, when the plaintiff offered the defendants to receive the consideration amount paid by them to the plaintiff as compensation; Sixthly, when the defendants demanded excessive amount as compensation against the suit property and Finally a week ago when the defendants once again in connivance with each other visited the plaintiff and demanded huge amount as compensation against the cancellation of her mutation and the same is continuing to accrue to the plaintiff.

11. That the suit property is situated at Lahore, parties are also resident of Lahore, therefore, this learned court had got the jurisdiction to adjudicate upon the matter.

12. That the value of the instant suit for the purpose of jurisdiction and value of the suit as per market value is calculated as/- which is exempted from levy of court fee. However, appropriate court fee has been affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiffs and against the defendants that: -

- i) Sale Deeds bearing Document No. 2978, Book No. 1, Volume No. 3131 dated 28.02.2010 registered with Sub Registrar Nishtar Town, Lahore as well as agreement to sell dated 23.01.2010 regarding land measuring 6-k 18-m situated in revenue estate Chak Aasu Mashmola Saraich, Tehsil Cantt, District Lahore and affidavit sworn by plaintiff in lieu of agreement to sell dated 23.01.2010, sale deed bearing Document No. 8854, Book No. 1, Volume No. 3249 dated 14.06.2010 registered with Sub Registrar Nishtar Town, Lahore as well as agreement to sell dated 20.04.2010 regarding land measuring 2-k 10-m situated in Revenue Estate Chak Aasu Mashmola Saraich, Tehsil Cantt, District Lahore and affidavit sworn by plaintiff in lieu of agreement to sell dated 20.04.2010, sale deed bearing Document No. 10898, Book No. 1, Volume No. 3289 dated 13.07.2010 registered with sub Registrar Nishtar Town, Lahore as well as agreement to sell

dated 10.03.2010 regarding land measuring 4-k 7-m situated in Revenue Estate Chak Aasu Mashmola Saraich, Tehsil Cantt, District Lahore, sale deed bearing Document No. 5346, Book No. 1, Volume No. 3178 dated 10.04.2010 registered with Sub Registrar Nishtar Town, Lahore regarding land measuring 1-k 10-m situated in Revenue Estate Chak Aasu Mashmola Saraich, Tehsil Cantt, District Lahore, sale deed bearing Document No. 720, Book No. 1, Volume No. 3086 dated 13.01.2010 registered with Sub Registrar Nishtar Town, Lahore as well as agreement to sell dated 20.11.2009 regarding land measuring 5-k 17-m situated in Revenue Estate Chak Aasu Mashmola Saraich, Tehsil Cantt, District Lahore be cancelled.

- ii) It is further prayed that the operation of the sale deeds mentioned in the caption of the suit may kindly be suspended and defendants may also be restrained from claiming any title, link or interest with the suit property
- iii) It is further prayed that the defendants may kindly be restrained from using all the agreement to sell as well as the affidavits sworn by the plaintiff in lieu of the said agreements to sell with defendants No. 1 to 12 against the plaintiff in any manner whatsoever

iv) Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

PLAINTIFF

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 18th day of March, 2019, that the contents of the plaint from Para 1 to 9 are true and correct to the best of my knowledge and those of Para 10 to 12 are true and correct to the best of my belief.

PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2019.

Fazeelat Agha.

Versus

Muhammad Javed etc.

APPLICATION

**UNDER ORDER 39 RULE 1 & 2 CPC READ WITH SECTION
151 CPC FOR GRANT OF TEMPORARY INJUNCTION.**

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit which is pending adjudication before this learned court. The contents of the plaint may kindly be read as an integral part of this application.

2. That the petitioner has got *prima facie* a strong arguable case in her favour and the suit is most likely to be decreed in favour of the petitioner.

3. That the balance of convenience and in-convenience is in favour of the petitioner.

4. That if operation of the impugned sale deeds is not suspended by way of temporary injunction, in the said event, the petitioner shall has to suffer an irreparable lose and injury.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction the operation of the sale deeds bearing Document No. 2978, Book No. 1, Volume No. 3131, dated 28.02.2010, Document No. 8854, Book No. 1, Volume No. 3249 dated 14.06.2010, Document No. 10898, Book No. 1, Volume No. 3289 dated 13.07.2010, Document No. 5346, Book No. 1, Volume No. 3178 dated 10.04.2010 and Document No. 720, Book No. 1, Volume No. 3086 dated 13.01.2010 registered with Sub Registrar Nishtar Town, Lahore may kindly be suspended and defendants No. 1 to 12 may also be restrained from claiming any title, link or interest with the suit property.

It is further prayed that defendants No. 1 to 12 may also be restrained from using the agreements to sell as well as the affidavits sworn by the plaintiff in lieu of all the agreements to sell in favour of defendants No. 1 to 12 against the plaintiff in any manner whatsoever.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

PETITIONER

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore.

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2019.

Fazeelat Agha.

Versus

Muhammad Javed etc.

APPLICATION

**UNDER ORDER 39 RULE 1 & 2 CPC READ WITH SECTION
151 CPC FOR GRANT OF TEMPORARY INJUNCTION.**

AFFIDAVIT OF

Fazeelat Agha wife of Nadir Agha, resident of 7-C-3, Gulberg-III, Lahore.

The above named deponent do hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit which is pending adjudication before this learned court. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in her favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.
4. That if operation of the impugned sale deeds is not suspended by way of temporary injunction, in the said event, the petitioner shall has to suffer an irreparable lose and injury.

DEPONENT

VERIFICATION

Verified on oath at Lahore on this 18th day of March, 2019 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

DEPONENT

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2022

Suleman Qureshi son of Muhammad Akram Qureshi R/o House No.5, Street No.7, Mohallah Muhammad Nagar, Garhi Shahu, Lahore.

Plaintiff

Versus

1. Public at large.
2. Zulkurnain Kureshy son of Muhammad Akram Qureshi
3. Sumra Shahid daughter of Muhammad Akram Qureshi
4. Farah Qureshi daughter of Muhammad Akram Qureshi
5. Imran Qureshi son of Muhammad Akram Qureshi
6. Haroon Qureshi son of Muhammad Akram Qureshi

All above defendants are R/o House No.5, Street No.7, Mohallah Muhammad Nagar, Garhi Shahu, Lahore.

7.

Defendants

SUIT FOR DECLARATION

Respectfully Sheweth: -

1. That Muhammad Akram Qureshi S/o Talib Ali Qureshi, father of plaintiff and father of defendant Nos. 1 to 5 was owner of land measuring 6 Marla 18 Sq.ft. situated at House No.37, Street No.108, Karishan Nagar, Lahore bearing Khasra No. 2848/2340,

document No. 8660, Bahi No. 1, Jild No. 4036, Page

No. 158/162 dated 17.08.1964, Copy of sale deed is attached as Annexure "A".

2. That Muhammad Akram Qureshi S/o Talib Ali Qureshi died on 24.07.2021 and Mst. Sadaqat Sulatana Qureshi wife of Muhammad Akram Qureshi has also died on 13.08.2016. Copies of death certificates are attached as Annexure "B" & "B/1".

3. That late Muhammad Akram Qureshi left behind the following legal heirs:

- i) Suleman Qureshi (Son)
- ii) Zulkurnain Kureshy (Son)
- (iii) Sumra Shahid (Daughter)
- (iv) Farah Qureshi (Daughter)
- (v) Imran Qureshi (Son)
- (vi) Haroon Queshi (Son)

4. That there are no other legal heirs of late Muhammad Akram Qureshi except the plaintiff and defendant Nos. 1 to 5. Muhammad Akram Qureshi had no other wife except Sadaqat Sulatana Qureshi. Copy of FRC is attached as Annexure "C".

5. That the plaintiff and defendant Nos. 1 to 5 approached the relevant authority for entering their names in revenue record as owners of the suit property being legal heirs of late Muhammad Akram Qureshi. They have advised the plaintiff to get a declaratory decree from a competent court of law for the said purpose, hence this suit.

6. That the cause of action for the suit firstly arose when the predecessors of the plaintiff and defendant Nos. 1 to 5 died on 24.07.2021; secondly when the plaintiff and defendant Nos. 1 to 5 approached the revenue authority for entering their names in revenue record and it is still continuing.

7. That the suit property is situated at Lahore and all the parties also reside in Lahore, hence this learned court has got the complete jurisdiction to adjudicate upon the matter.

8. That the suit is valued at Rs.500/- for the purposes of court fee and jurisdiction. No court fee is required to be affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that suit may kindly be decreed declaring plaintiff and defendant Nos. 1 to 5 as the legal heirs of late Muhammad Akram Qureshi S/o Talib Ali Qureshi and consequently owners of the suit property.

Any other relief which this learned court deems appropriate may also be granted.

Plaintiff

Through

ATIF MOHTASHIM KHAN
Advocate High Court,
RUZAKS CONSULTANTS
10-A, Turner Road, Lahore.

VERIFICATION

Verified on oath at Lahore this 22nd day of March, 2022 that the contents of the plaint from para 1 to 5 are true and correct to the best of my knowledge and those of para 6 to 8 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

CIVIL SUIT NO. /2013

Muhammad Altaf S/o Kamal-ud-Deen, R/o House No. 166, Street No. 50, Mujahidabad Colony Raam Garh, Mughalpura, Lahore.

Plaintiff

Versus

1. Muhammad Iqbal Abasi
2. Muhammad Razaq
3. Muhammad Abbas
4. Muhammad Ilyas
5. Muhammad Ishfaq
6. Rizwana Anwar
7. Rukhsana Parveen
8. Shahida Parveen
9. Muhammad Muzamil
10. Saima Mehwish

All sons & daughter of Kamal Deen, R/o House No. 166, Street No. 50, Mujahidabad Colony Raam Garh, Mughalpura, Lahore.

Defendants

SUIT FOR PERMANENT INJUNCTION

Respectfully Sheweth: -

1. That the plaintiff and defendants are the real brothers and sisters.
2. That the father of plaintiff and defendants, namely, Kamal Deen was the owner of property bearing No. SEXVI-50-S-8-166/RH+SHOP, measuring 5 Marlas, situated at Hadbast Mauza Sahuwari, Tehsil Shalimar, District Lahore, vide Transfer Order 92533 dated 31-08-1986, issued by Deputy Settlement Commissioner, Lahore. A copy of Transfer Order is enclosed as Annexure A.
3. That the father of the plaintiff and defendants has passed away.

4. That, after the death of Kamal-ud-Din, the plaintiff and defendants have become owners of the above said property being the legal heirs of the Kamal-ud-Din. The names of all the legal heirs of late Kamal-ud-Din have been entered in the record of Excise and Taxation Department, Lahore. A copy of PT-1 is enclosed as Annexure B.

5- That the plaintiff and the defendants have unanimously executed an agreement to sell with Asif Sajjand and Majid Sajjad sons of Haji Muhammad Sajjad, resident of House No. 153, Street No. 50, Mujahid Abad, Mughalpura, Lahore, in consideration of Rs. 51,00,000/- out of which an amount of Rs. 15,00,000/- was received by the plaintiff and defendants from the above said purchaser. A copy of said agreement to sell is enclosed as Annexure C.

6. That it was agreed between the buyer and sellers of the above said property that buyer shall pay to the sellers (plaintiff and defendants) an amount of Rs. 30,00,000/- towards the balance amount of consideration at the time of signing the sale deed and the remaining of Rs. 6,00,000/- will be retained by the buyer till verification of titled documents from the Settlement Department.

7. That parties have signed the sale agreement. The plaintiff and defendants have received Rs. 30,00,000/- from the buyer. The sale deed has been submitted for registration before the Sub-Registrar Shalimar Town, Lahore, who has forwarded the title document for the verification to the office of Settlement Department which is still awaited.

8. That the total amount received from the buyer has been distributed to all the present owners except plaintiff and defendant No. 6.

9. That plaintiff's grievance is that only Rs. 6,00,000/- is payable by the buyer to the sellers(plaintiff and defendants) out of the amount of consideration of Rs. 51,00,000/- (Rs. 45,00,000/- being already received) whereas defendant No. 6 is demanding Rs. 8,00,000/- from the plaintiff. The demand of defendant No. 6 is illegal because she is demanding more than her legal share in the amount of consideration. The entitlement of defendant No. 6 is only for Rs. 2,83,333/-, after deduction of expenses incurred on completion of documents for registration and commission of the property dealer, her share is further reduced to Rs. 2,33,000/-.

10. That the plaintiff has apprised the defendant No. 6 that Rs. Six Lac is yet to be received from the buyer. The moment the said amount is received the plaintiff will pay to defendant No. 6 her share i.e. Rs. 2,33,000/-

11. That despite plaintiff's straight forward commitment, defendant No. 6 is illegally pressurizing the plaintiff through ghunda elements to pay her Rs. 8,00,000/. The plaintiff seeks protection against illegal harassment being caused by the defendant No. 6, hence this suit.

12. That the cause of action for the suit arose in favour of the plaintiff and against the defendants firstly on 24-10-12 when Rs. 15,00,000/- was paid by the buyer to the plaintiff and defendants and sale agreement was signed, secondly February, 2013 when further amount of Rs. 30,00,000/- received by the plaintiff and defendants from the

buyer and finally two days ago when defendant No. 6 sent ghunda elements at the residence of the plaintiff to cause illegal harassment with mala fide intention to force the plaintiff to accede to her illegal demand.

13. That the cause of action arose at Lahore, hence this learned court has got the jurisdiction to try this suit.

14. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/-. No court fee is required to be affixed on the plaint under the law.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed restraining the defendant No. 6, by way of permanent injunction, from causing illegal harassment to the plaintiff.

Any other relief which may be deemed proper under the circumstances of the case may also be granted.

Plaintiff

Through

**(MIRZA ZULFIQAR RAHI)
Advocate High Court**

VERIFICATION

Verified on oath at Lahore on this 19th day of September 2013 that the contents of the paragraphs No. 1 to 11 are correct to the best of my knowledge and those of remaining Paragraph Nos. 12 to 14 are correct to the best of my information and belief and nothing has been concealed therein.

Plaintif

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE.

Civil Suit No. _____ /2013

Muhammad Altaf

VERSUS

Muhammad Iqbal Abasi etc.

(Suit for Permanent Injunction)

APPLICATION

UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.

3. That the balance convenience and in-convenience is in favour of the petitioner.
4. That if a temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss.

PRAYER

It is, therefore, most respectfully prayed that this petition may kindly be accepted and by way of temporary injunction the respondent No. 6 may kindly be restrained from causing illegal harassment to the plaintiff till the final disposal of the suit.

Petitioner

Through

**(MIRZA ZULFIQAR RAHI)
Advocate High Court**

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. _____ /2013

Muhammad Altaf VERSUS Muhammad Iqbal Abasi etc.

(Suit for Permanent Injunction)

AFFIDAVIT OF Muhammad Altaf S/o Kamal-ud-Deen, R/o House No. 166, Street No. 50, Mujahidabad Colony Raam Garh, Mughalpura, Lahore.

The above named deponent do hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance convenience and in-convenience is in favour of the petitioner.
4. That if a temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss.

Deponent

VERIFICATION

Verified on oath at Lahore on this 19th day of September, 2013 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. _____ /2016

1. Malik Hafeez Awan
2. Malik Afzal Awan

Sons of late Sadiq Ali R/o Khan Pur, Peer Madrasa Shah Pur Kanjra, Multan Road, Lahore.

Plaintiffs

Versus

1. Naseem Bibi W/o Munir Ahmad Malik
2. Malik Waqas Awan
3. Malik Awais Awan
4. Malik Sufyan Awan

Sons of Munir Ahmad Malik R/o House No. 1123-S-27-A, Awan Street Kot Budha, Kasur.

Defendants

SUIT FOR PERPETUAL INJUNCTION

Respectfully Sheweth: -

1. That the plaintiffs and defendant No. 1 are real brothers and sister.

2. That father of plaintiffs and defendant No. 1, namely, Sadiq Ali was owner in possession of land measuring 39 Kanal out of 200 kanals bearing Khewat No. 818/800 Khatoni No. 1117, 1118 Khasra Nos. 1518, 1536, 1547, 1549 to 1555, 1558 to 1562, 1566 to 1571, 1590 and 1534 Situated at Shah Pur, Khan Pur, Tehsil and District Lahore, hereinafter referred to as the suit property.

3. That Sadiq Ali was died on 03.12.2007 leaving behind the plaintiffs and defendant No. 1 as his legal heirs.

4. That after the death of Sadiq Ali, the plaintiffs and defendant No. 1 are in possession of their respective shares in the suit property which is evident from the revenue record. Copy enclosed as Annexure "A".

5. That the plaintiffs are constructing quarters and godown on their property.

6. That on 16.05.2016 at 4 pm, defendants No. 2 to 4, along with goonda elements, without any right and justification tried to illegally and unlawfully interfere in the construction work at site but due to timely intervention of people of locality they failed to succeed in their illegal designs.

7. That as submitted above, all the legal heirs of late Mr. Sadiq Ali are enjoying lawful possession on their respective shares in the suit property and defendant No. 2 to 4 have no right or justification to cause any sort of interference in the property of other legal heirs of late Sadiq Ali. Plaintiffs have requested defendant No. 2 to 4 not to take law into their hands but to no effect, hence this suit.

8. That the cause of action for the suit arose in favour of the plaintiff and against the defendants firstly on 03.12.2007 when Mr. Sadiq Ali died and plaintiffs and defendant No. 1 became owners of the suit property by operation of law and finally on 16.05.2016 when defendant No. 2 to 4 illegally tried to interfere in the lawful possession of plaintiffs of their shares in the suit property and also tried to stop construction work quarters and godown.

9. That the suit land is situated at Lahore, cause of action also arose at Lahore, therefore, this learned court has got jurisdiction to adjudicate upon the matter.

10. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 15000/- . No court fee required is be affixed on the plaint on the said suit value under the law.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiffs and against the defendants restraining them perpetually from interfering in the lawful possession of plaintiffs on their shares in the suit property.

It is further prayed that defendants No. 2 to 4 may kindly permanently be restrained from causing any sort of interference in the construction work of quarters and godown which is being carried out by the plaintiffs on their property in any manner whatsoever.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

Plaintiff

Through

(RAI AAMIR REHMAN KHARAL)
Advocate

(NAQQASH SHAHID KHOKHAR)
Advocate

VERIFICATION

Verified on oath at Lahore this 18th day of May, 2016 that the contents of the plaint from para 1 to 7 are true and correct to the best of my knowledge and those of para 8 to 10 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2016

Malik Hafeez Awan etc. Versus Naseem Bibi etc.

(Suit for perpetual injunction)

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.

4. That on 16.05.2016, defendant No. 2 to 4, tried to interfere in plaintiff's possession and also tried to stop construction work (quarters and godown) at the suit property. The plaintiffs apprehend that respondent No. 2 to 4, with malafide intention, may at any time again obstruct the above said construction work and if temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss.

PRAYER

It is, therefore, most respectfully prayed that defendant No. 2 to 4 may kindly be restrained from interfering in the construction work of quarter and godown which is being carried on by the plaintiffs on the suit property.

Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

Petitioner

Through

(RAI AAMIR REHMAN KHARAL)
Advocate

(NAQQASH SHAHID KHOKHAR)
Advocate

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Malik Hafeez Awan etc.

Versus

Naseem Bibi etc.

AFFIDAVIT OF

Malik Hafeez Awan S/o Sadiq Ali R/o Khan Pur, Peer
Madrasa Shah Pur Kanjra, Multan Road, Lahore.

The above named deponent do hereby solemnly affirm and declare as
under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.

4. That on 16.05.2016, defendant No. 2 to 4, tried to interfere in plaintiff's possession and also tried to stop construction work (quarters and godown) at the suit property. The plaintiffs apprehend that respondent No. 2 to 4, with malafide intention, may at any time again obstruct the above said construction work and if temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss.

Deponent

VERIFICATION

Verified on oath at Lahore on this 18th day of May, 2016 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2017

Raza Islam Din S/o Islam Din R/o House No. 212-M, Phase V, DHA, Lahore.

Plaintiff

Versus

Asghar Ali S/o Abdul Majeed R/o Daiha Khas Lahore, District Lahore.

Defendant

SUIT FOR POSSESSION THROUGH SPECIFIC PERFORMANCE OF AGREEMENT TO SELL DATED 15-12-2015 AND PERMANENT INJUNCTION

Respectfully Sheweth: -

1. That the defendant is the owner in possession of a land measuring 7-Kanal, 8-Marla bearing Khasra No. 185 (old) 238 (new) (3-K, 0-M), 185 (old), 239 (new) (4-K, 0-M), Khewat No. 53, Khatooni No. 64 and Khasra No. 186 (old) 240 (new) (3-K, 18-M) Khewat No. 147, Khatooni No. 186 vide Register Haqdaran Zameen for the year 2014-15, situated at Mouza Thaipanju, Tehsil Model Town, District

Lahore, hereinafter referred to as suit property. Copies of relevant pages of Registrar Haqdaran Zameen are enclosed as Annexure "A".

2. That defendant entered into an agreement to sell dated 15-12-2015 regarding suit property with the plaintiff in consideration of Rs. 1,11,00,000/- (one crore eleven lac) out of which an amount of Rs. 10,00,000/- as token was paid by the plaintiff to the defendant and Rs. 50,00,000/-, (five million) as Biana, vide Pay Order No. BC00036773 dated 15.12.2015 drawn on Al-Habib Bank Limited, Tufail Road Branch, Lahore was paid by the plaintiff to the defendant in presence of witnesses, on 15-12-2015. Copies of Iqrar Nama and pay order are enclosed as Annexure "B" "B/1".

3. That on 15.03.2016, the plaintiff went to the house of defendants and tendered the balance amount of consideration in presence of witnesses and requested the defendants to perform their part of the agreement and execute the sale deed in respect of the suit property in favour of the plaintiff but the defendants requested the plaintiff for grant of some more time to obtain fresh copy of "Fard" and other requisite documents necessary for execution of sale deed. The plaintiff acceded to their genuine request and it was mutually agreed that sale deed will be executed on 15.06.2016 and on the said date, defendants will keep ready the requisite documents and the plaintiff will pay the balance amount of consideration.

4. That on 15.06.2016, plaintiff informed the defendant about his readiness to pay the balance amount of consideration and requested him to execute sale deed regarding the suit land in favour of plaintiff but the defendant kept on putting off the matter on one pretext or the other.

5. That two months ago, plaintiff again approached the defendant and requested him to execute the sale deed in favour of plaintiff in respect of suit property on receipt of balance amount of consideration but the defendant responded that as the price of suit property has increased very high, therefore, he will execute the sale deed only if plaintiff pay him Rs. 5 million more over and above the amount of consideration. On plaintiff's refusal to accede to the said illegal demand, the defendant flatly refused to execute the sale deed in favour of the plaintiff without any lawful justification.

6. That the plaintiff is ready and prepared to perform his part of the agreement and defendant is legally bound to perform his part of the agreement by way of executing the sale deed in favour of the plaintiff and also to hand over possession of the suit property to the plaintiff, on receipt of balance amount of consideration. The defendant had refused to specifically perform his part of the agreement dated 15.12.2015.

7. That it has come to the knowledge of the plaintiff that defendant is trying to sell the suit property to some third party on some higher amount of consideration, hence this suit.

8. That cause of action for the suit arose firstly on 15.12.2015 when defendant received earnest amount of Rs. 60,00,000/- from the plaintiff and signed and put their thumb impressions on the "Iqrar Nama" in presence of witnesses, secondly, on 15.03.2016 when defendant sought extension of time for execution of sale deed, thirdly on 15.06.2016 when defendant seek time to provide the plaintiff fresh Fard and other documents and finally, two months ago when defendant demanded increase in consideration amount and on plaintiff's refusal to accede to

the said illegal demand, the defendant flatly refused to execute the sale deed in favour of the plaintiff without any lawful justification.

9. That the suit property is situated at Lahore, hence this learned court has got jurisdiction to try this suit.

10. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 1,11,00,000/- . The prescribed court fee of Rs. 15000/- will be affixed on the plaint as and when directed by this learned court.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendant with costs directing the defendant to execute sale deed in favour of the plaintiff after receiving the balance amount of consideration as per terms and conditions of the agreement.

It is further prayed that defendants may also be directed to hand over vacant possession of the suit property to the plaintiff and the defendants may also be permanently restrained from interfering plaintiff's property.

It is further prayed that defendants may kindly be restrained from alienating the suit property to any third party during the pendency of instant suit and defendants may kindly be directed to maintain status quo in the meanwhile.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(RAI AMIR REHMAN KHARAL)
Advocate High Court

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this ____ day of July, 2017 that the contents of the plaint from para 1 to 7 are true and correct to the best of my knowledge and those of para 8 to 10 are true and correct to the best of my belief.

Plaintif

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2017

Raza Islam Din Versus Asghar Ali etc

(Suit for possession, specific performance and permanent injunction)

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience lies in favour of the petitioner.
4. That if defendants are not restrained from alienating the suit property by way of temporary injunction, the petitioner shall have to suffer an irreparable loss and injury.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction defendants may kindly be restrained from alienating the suit property to any third party during the pendency of instant suit and defendants may kindly be directed to maintain status quo in the meanwhile.

Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

Petitioner

Through

(ATIF MOHTASHIM KHAN)
Advocate High Cou

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2017

Raza Islam Din

Versus

Abdul Majeed etc

AFFIDAVIT OF Raza Islam Din S/o Islam Din R/o House No. 212-M, Phase V,
DHA, Lahore

The above named deponent does hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience lies in favour of the petitioner.
4. That if defendants are not restrained from alienating the suit property by way of temporary injunction, the petitioner shall have to suffer an irreparable loss and injury.

Deponent

VERIFICATION

Verified on oath at Lahore on this ____ day of July, 2017 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2012

Muhammad Jameel S/o Abdul Jalil, R/o House No. 11, Street No. 26, Darbar Bibi Pak Daman, Lahore.

Plaintiff

Versus

1. Anwar Jalil S/o Abdul Jalil, R/o 232-C, Johar Town, Lahore.
2. Ghulam Ahmad alias Joji S/o Abdul Jalil R/o 32-Empress Park Qazalbash Road Bibi Pak Daman, Lahore.

Defendants

SUIT FOR PERMANENT INJUNCTION

Respectfully Sheweth: -

1. That the plaintiff is the owner in possession of a plot situated on khasra No. 4536, Mauza Qila Gujar Singh near Darbar Bibi Pak Daman, Lahore, hereinafter referred to as the suit property.
2. That in the year 1966 a dispute regarding the suit property arose and the proceedings U/s 145 of Cr.P.C. were initiated. Malik Muhammad Azeem, learned M.I.C Lahore gave a decision dated 10.09.1966 and clearly mentioned in his order that "Khasra No. 4536 is in possession Abdul Jalil, the father of the plaintiff. A criminal

revision was also filed against this order, which was dismissed by the court of Khawaja Ehsan-ul-Haque, learned Additional Sessions Judge Lahore on 28.02.1987. The said observation was made on the basis of revenue record. Copies of the said orders of learned Magistrate and learned Additional Session Judge are enclosed as **Annexure "A & B"** respectively.

3. That with the passage of time the suit property has been encroached upon and presently at the spot about 14 Marlas of land is in existence.

4. That from the beginning the said plot has been in possession of the predecessor-in-interest of the plaintiff and thereafter it is at present in the possession of the plaintiff who is utilizing this plot as parking stand, as it is just adjacent to the Darbar Bibi Pak Daman. For parking stand the permission was granted by the City District Government vide order dated 25.08.2010. A copy of the said order is enclosed as **Annexure "C"**. A copy of police report regarding plaintiff possession over the suit property is also attached as **Annexure "D"**.

5. That on 17.01.2012 at 4 PM the defendant No. 2 alongwith ten goondas all armed with deadly weapons came at the suit property and attempted to illegally dispossess the plaintiff but due to timely arrival of respectable of the locality the defendants could not succeed to fulfill their illegitimate design. The defendants went back threatening the plaintiff that they will come again to illegally dispossess the plaintiff from the suit property.

6. That the defendants who are real brothers of the plaintiff want to illegally dispossess the plaintiff from the suit property without any lawful justification. The

plaintiff has requested the defendants time and again not to interfere in the lawful possession of the plaintiff but to no effect, hence this suit.

7. That the cause of action accrued in favour of the plaintiff against the defendants on 17.01.2012 when the defendants tried to illegally dispossess the plaintiff from the suit property and the same is continuing.

8. That parties reside at Lahore cause of action accrued at Lahore the property in dispute is also situated at Lahore, therefore, this Honorable court has got the jurisdiction to adjudicate upon the matter.

9. That value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- No court fee is payable on the said suit amount under the law.

PRAYER

It is, therefore, most respectfully prayed that the defendants may kindly be permanently restrained from interfering in the lawful possession of the plaintiff on the suit property in any manner whatsoever.

It is further prayed that by way of interim injunction the defendant may kindly be restrained from interfering in the lawful possession of the plaintiff on the suit property in any manner whatsoever till the final adjudication of the titled suit.

It is further prayed that any other relief which may be deemed fit and proper under the circumstances of the case may also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(M. NASIR MEHMOOD SANDHU)
Advocate High Court

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore on this 18th day of January, 2012 that the contents of the plaint from para 1 to 6 are correct and true to the best of my knowledge and those of para 7 to 9 are correct and true to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. _____ /2012

Muhammad Jameel Versus Anwar Jalil etc.

(Suit for permanent injunction)

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance convenience and in-convenience is in favour of the petitioner.
4. That if a temporary injunction is not granted, the petitioner shall have to suffer an irreparable lose.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction further alienation of suit property may kindly be restrained till the final adjudication of the titled suit.

Petitioner

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(M. NASIR MEHMOOD SANDHU)
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Muhammad Jameel Versus Anwar Jalil etc.

(Suit for permanent injunction)

AFFIDAVIT OF

Muhammad Jameel S/o Abdul Jalil, R/o House No. 11, Street
No. 26, Darbar Bibi Pak Daman, Lahore.

The above named deponent do hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance convenience and in-convenience is in favour of the petitioner.

4. That if a temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss.

Deponent

VERIFICATION

Verified on oath at Lahore on this 18th day of January, 2012 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

Deponent

BEFORE THE LEARNED SENIOR CIVIL JUDGE, LAHORE.

Suit No. _____ /2020.

Asma Taimoor wife of Taimoor Tariq, resident of House No. 507, Street No. 20, Sector-B, Phase-V, DHA, Lahore.

PLAINTIFF

Versus

1. Mariam Ijaz wife of
2. Wife of Mother of mariam Ijaz
3. Ijaz Ahmad son of
- 4.
5. wife of Mother of Asma Taimoor.

DEFENDANT

SUIT FOR RENDITION OF ACCOUNTS AND PERMANENT INJUNCTION.

Respectfully Sheweth: -

1. That the plaintiff is sister of defendant No. 3 and daughter of defendant No. 4. Defendant No. 1 is wife of defendant No. 3 and defendant No. 1 is mother in law of defendant No. 3. Whereas defendant No. 5 is first wife of defendant No. 5 and mother of plaintiff as well as defendant No. 3.
2. That the defendant No. 4 contracted second marriage with Leaving the whole family including plaintiff, defendants No. 3 and 5 in desertion without any fault of them.

3. That the plaintiff took the responsibility of the family as well as up brining of defendant No. 3. The plaintiff managed the education of the defendant No. 3 in the absence of defendant No. 4.

4. That the plaintiff worked hard to coop up with the demands of the family especially the education of younger brother / defendant No. 3 as well as other sister. The plaintiff after the completion of the education of defendant No. 3, offered him job at the office of her husband who was running a business of travel agency in the name and style of T.M.S Travels. The plaintiff with the aid of her husband arranged visa for the defendant as well as work permit in Kingdom of Saudi Arabia by spending huge amount from her pocket.

5. That plaintiff and her husband also supported the defendant No. 3 by paying him salary without doing any work in the office of the husband of plaintiff, furthermore, the plaintiff and her husband also deposited a huge amount in the account of the defendant No. 3 in order to help him maintain his bank account in order to get him visa for Saudi Arabia which was subject to be returned to the plaintiff and her husband. The defendant No. 3 did not return the said amount to

the plaintiff as well as her husband and always lingered on the matter on one pretext or the other whenever demanded.

6. That the defendant No. 1 has been trying to engage the plaintiff and her husband in different criminal litigations on the instigation of defendant No. 2 on behalf of defendant No. 3 without any logical reasoning. The defendant No. 1 moved an application for registration of FIR against the husband of plaintiff which has been turned down on the pretext that no offence / crime was proved during the course of inquiry conducted by the Superintendant of Police, Civil Lines, Lahore and the application filed by defendant No. 1 was ordered to be filed/dropped. The said application has been moved by defendant No. 1 being the special attorney of defendant No. 3 whereas defendants No. 2 & 4 have been actively aiding the defendant No. 1 against the plaintiff and her husband.

7. That apart from such illegal acts, the defendant No. 3 has started demanding his share in the property owned and possessed by defendant No. 5 illegally and unlawfully despite the fact that defendant No. 5 is still alive.

8. That the plaintiff contacted the defendant No. 3 and asked him to refrain from adopting such nefarious activities he has initiated against her as well as her

husband but the defendant No. 3 instead of acceding to genuine request of plaintiff started abusing her. The defendants No. 1, 2 & 4 started under their nefarious criminal intent tried to attack the plaintiff in order to give rise to new situation for registration of criminal case, but due to timely intervention of the respectable of the vicinity gathered due to abuses of the defendant No. 3, the plaintiff was saved.

9. That during the last week, the plaintiff has once again demanded his share illegally and unlawfully in the house / property owned and possessed by defendant No. 5 during the life time of defendant No. 5 and in case of refusal, the defendant No. 3 has threatened the defendant No. 5 of initiating criminal litigation against her himself as well through defendants No. 1, 2 & 4.

10. That on such illegal demand of the defendant No. 3 from defendant No. 5, as well as being wretched from the illegal and unlawful conduct adopted by defendant No. 3 against her as well as her husband, the plaintiff required the defendant No. 5 to settle the accounts with her on the pretext that she has borne all the expenses incurred on the education of the defendant No. 3 as well as she has paid for the visa and ticket of Saudi Arabia to which the defendant No. 3 has flatly refused.

11. That the cause of action arose in favour of plaintiff and against the defendants firstly in the year when the defendant No. 4 left the family including plaintiff, defendants No. 3 & 5 in desertion after contracting second marriage, Secondly; when the plaintiff started bearing expenses incurred on the upbringing as well as education of defendant No. 3, Thirdly; when the plaintiff got the defendant No. 3 job in the office of her husband despite the fact that he was not at all working but was paid salary just to accommodate him to meet his personal expenses, Fourthly when the plaintiff deposited huge amount in the account of defendant No. 3 in order to show his statement for the purpose of issuance of visa of Saudi Arabia and work permit which has not been returned back by the defendant No. 3 till date, Fifthly when the defendant No. 3 initiation criminal litigation against the plaintiff as well as her husband which ultimately proved to be groundless and has been ordered to be dropped/filed by the concerned authorities, Sixthly; when the defendant No. 3 refused to return the amount deposited in his bank account by plaintiff and her husband, Seventhly; when the defendant No. 3 started demanding his share from defendant No. 5 illegally and unlawfully during the life time of defendant No. 5 and Finally during last week when the plaintiff approached the defendant No. 3 to refrain from illegal

demand of share in the house owned by defendant No. 5 but the plaintiff flatly refused to accede to the genuine request of the plaintiff, which continues to accrue to the plaintiff daily.

12. That the cause of action arose at Lahore and parties reside at Lahore therefore, this learned Court has the jurisdiction to adjudicate upon the matter.

13. That value of the suit for the purpose of court fee and jurisdiction is fixed at Rs. 5000/- no court fee payable on this suit amount.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of plaintiff and against the defendant directing the defendant to submit proper statement of accounts regarding the amount deposited by plaintiff and her husband in the bank account of the defendant No. 3.

It is further prayed that defendant No. 3 may very kindly be directed to submit the vouchers of fee paid by the plaintiff to different universities in lieu of the degrees of the defendant No. 3.

It is further prayed that defendant No. 5 may very graciously be restrained from alienating the house owned by her on the demand of the defendant No. 3 in order to claim his share from the said house.

It is further prayed that defendant No. 5 may also be restrained by way of injunctive order to refrain from entering into any agreement to sell or to gift away the said house or portion of the house to defendant No. 3 or any other person in any manner whatsoever.

Any other relief, which this Hon'ble court deems appropriate may also be granted.

PLAINTIFF

Through;

ATIF MOHTASHIM KHAN
Advocate High Court

ABDUL GHAFFAR KHAN
Advocate High Court

NIGHAT SHAFI RAWN
Advocate

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION:

Verified on Oath at Lahore on this 7th day of August, 2020, that the Contents of Para No 1 to 13 are correct and true to the best of my knowledge and rest of Para No. 14 to 16 are true to the best of my belief.

PLAINTIFF

BEFORE THE JUDGE BANKING COURT, LAHORE.

Banking Suit No. _____ /2020.

Asma Taimoor.

Versus.

Standard Chartered Bank.

APPLICATION **UNDER ORDER 39 RULES 1 & 2 CPC FOR THE GRANT OF
INTERIM RELIEF.**

Respectfully Sheweth:-

1. That the petitioner/plaintiff has filed the accompanying suit in this Hon'ble Court today, wherein no date of hearing has been fixed so far.
2. That the contents of the accompanying suit may kindly be read as an integral part and parcel of this application.
3. That the petitioner/plaintiff has got a good prima-facie arguable case in her favour on the grounds mentioned in the accompanying suit.
4. That balance of convenience and irreparable loss also lies in favour of the petitioner/plaintiff.

5. That there is every likelihood that the suit of the petitioner/plaintiff shall be decreed in his favour on the grounds mentioned therein.
6. That if the interim relief being prayed for is not granted, then the petitioner/plaintiff will suffer an irreparable loss and injury.

PRAYER

In view of what has been discussed above, it is, therefore, respectfully prayed that defendant / respondent may please be directed not to cause any harassment to the plaintiff till the final decision of this suit in any manner whatsoever.

Ad-interim injunctive order may kindly be passed restraining the respondents from declaring plaintiff as defaulter in any manner whatsoever till the final disposal of this suit.

Any other relief, which this Hon'ble Court may deem fit in the facts and circumstances of the case, may also please be awarded.

BEFORE THE JUDGE BANKING COURT, LAHORE.

Banking Suit No. _____ /2020.

Asma Taimoor.

Versus.

Standard Chartered Bank.

APPLICATION

**UNDER ORDER XXXIX RULES 1 & 2 CPC FOR THE GRANT OF
INTERIM RELIEF.**

AFFIDAVIT OF:

Asma Taimoor wife of Taimoor Tariq, resident of House No. 507, Street No. 20, Sector-B, Phase-V, DHA, Lahore.

I, the above named deponent do hereby solemnly declare and affirm as under:-

1. That the petitioner/plaintiff has filed the accompanying suit in this Hon'ble Court today, wherein no date of hearing has been fixed so far.
2. That the contents of the accompanying suit may kindly be read as an integral part and parcel of this application.
3. That the petitioner/plaintiff has got a good prima-facie arguable case in his favour on the grounds mentioned in the accompanying suit.
4. That balance of convenience and irreparable loss also lies in favour of the petitioner/plaintiff.
5. That there is every likelihood that the suit of the petitioner/plaintiff shall be decreed in his favour on the grounds mentioned therein.
6. That if the interim relief being prayed for is not granted, then the petitioner/plaintiff will suffer an irreparable loss and injury.

DEPONENT

VERIFICATION:

Verified on Oath at Lahore on this 7th day of August, 2020, that the contents of the above affidavit are true and correct to the best of my knowledge and belief.

DEPONENT

BEFORE THE JUDGE BANKING COURT, LAHORE.

Banking Suit No. _____ /2020.

Asma Taimoor.

Versus.

Standard Chartered Bank.

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IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil suit No. /2017

Sajid Shahzad S/o Sh. Muhammad Aslam R/o House No. 5, Mohalla Zildar Road, Ichhra, Lahore.

Plaintiff

Versus

1. Umme Farwa W/o Abdul Jabbar Vasan
2. Syeda Farah Shoukat W/o Syed Shoukat Ali Jafri
Both R/o House No. 2-A-3, Mohallah Friends Colony, Bhallah Stop Multan Road, Lahore.
3. Agnes Samuel W/o Samuel Rana,
4. Teresa Samuel D/o Samuel Rana
Both R/o House No. F-2-S, Mohallah Peer Gazi Road, Icchra Lahore.
5. Maqsood Bibi W/o Khadam Hussain R/o House No. 485-B, Bagrian Chowk, Block 5, Sector C-II, Green Town, Lahore.
6. Muhammad Naeem S/o Faqeer Muhammad R/o Mohallah Rehman Pura Girja Ghar, Gujranwala.
7. Shahid Azeem S/o Muhammad Shafi R/o House No. 5, Street No. 3, Karishna Chowk Mayo Hospital, Lahore.
8. Umar Farooq Shahab S/o Shahab-u-Din Ahmad

9. Lubna Shahab _____
Both R/o House No. 322, Block-1, Sector A-1, Town Ship, Lahore.
10. Zahid Khan S/o Muhammad Zubair Khan R/o House No. 4, Street No. 12, Mohallah Hassan Zahir Shaheed Road, Karachi.
11. Zain-ud-Din Shuja S/o Shuja-ud-Din Ahmad R/o House No. 142-C, Block C, Ghulshan Ravi, Lahore.
12. Muhammad Munir S/o Muhammad Bashir r/o House No. 18, Street No. 13, Abdali Road, Sant Nagar, Lahore.
13. Hakeem Ahmad Kamal
14. Rafia Kamal W/o Hakeem Ahmad Kamal
Both R/o Madina Street, Makah Colony, Capten Jamal 49, Block-D, Ghulshan Ravi, Lahore.
15. Shaghufa Sabri D/o Muhammad Umar Daraz Sabri, R/o House No. 23, Mohallah Railway Road, Gawal Mandi, Lahore.
16. Asia Parveen W/o Rafaqat Ali R/o House No. 2, Street No. 20, Hussain Street, Mohallah Tariq Park, Icchra Lahore.
17. Mujahida Saleem W/o Asif Mahmood R/o House No. 10, Wahdat Colony, Lahore.
18. Ata-ur-Rehman S/o Abdul Haleem
19. Robina Parveen W/o Ata-ur-Rehman
Both R/o House No. 49/53, Street No. 2, Mohallah Mata Rani Icchra Lahore

Defendants

SUIT FOR RENDITION OF ACCOUNTS WITH PERMANENT
INJUNCTION

Respectfully Sheweth:-

1. That the plaintiff deals in the business of real estate since 2003 under the name and style of "Chaudhry Land Developers and Consultants" (CLDC) having its Head Office at 6-Linear Commercial, 1st Floor, Sector-E, Phase 8, Bahria Town, Rawalpindi and its Branch Office at Phase 7, Office No.3 Shafiq Arcade, Mini extension 2, Bahria express way, Bahria Town, Rawalpindi and Lahore office at G-6 Metro Heights, Main Talwar Chowk, Sector-C, Bahria Town, Lahore, and its Branch Office, CLDC Commercial, City Housing Society Jehlum.
2. That the plaintiff had business relation with defendants in connection with sale/purchase of plots in various housing schemes i.e. Bahria Town, Defence Housing Authority and City Housing Society.
3. That plaintiff sold two commercial plots each measuring 8 Marla situated at City Housing, Jehlam in consideration of 84 lac, whereby the defendant No. 1 handed over a vehicle No. LEC-13-4224 Toyota Land Cruiser. In addition to the above defendant No. 1 gave a plot measuring 10 Marla situated at Bahria Town, Lahore to the plaintiff. Moreover the plaintiff gave 6 forms of City Housing, Faisalabad to the defendant No. 1 against said plots defendant No. 1 gave a cheque No. 00061677 to the plaintiff for Rs. 5 million Askari Bank, Zarar Shaheed Road, Branch. The above said cheque, however, on presentation to the bank, was

dishonored with the remarks "insufficient funds". It is pertinent to mention here that in process of the business the plaintiff also gave a cheque No. 46832744 for Rs. 8 lac to the defendant No. 1 during transaction of said deal. It is yet to be resolved as to what amount remains payable by defendant No. 1 to the plaintiff or vice versa. Copies of the registration book and cheque are enclosed as Annexure **"A" & "A/1".**

4. That the defendant No. 2 was running advertising company under the name and style "Federal Advertising". Plaintiff hired services of defendant No. 2 for promotion of plaintiff's business. In this regard plaintiff paid different cheques bearing Nos. 36061658 for Rs. 500,000/-, 36061659 for Rs. 500,000/-NIB PWD Branch Islamabad, 9516226 for Rs. 450,000/-, 9516238 for Rs. 21,85,000/- HBL Phase VII Branch, Bahria Town, Rawalpindi, 46832722 for Rs. 150,000/- ABL Phase VIII Bharia Town, Rawalpindi, 42440964 for Rs. 376,000/-, 42441027 for Rs. 526,775/-, 33334493 for Rs. 287,000/-, 33334523 for Rs. 451,000/- Bank Al-Falah PWD Branch, Islamabad to the defendant No. 2 for his services. Later on plaintiff paid cash amount Rs. 70,00,000/- to the defendant No. 2 against said cheques with this commitment that defendant No. 2 would return the said cheques to the plaintiff but defendant No. 2 has neither returned those cheques nor has settled the accounts in respect of above said transactions with the plaintiff till today.

5. That the plaintiff purchased a form from defendant No. 3 regarding a shop in Bahria Heights 6 Extension Phase-VIII Rawalpindi. Later on Bahira Town called off their above said project, therefore, defendant No. 3 returned the said form to the plaintiff and plaintiff gave cheque Nos. 9516291-92 for Rs. 34 lac as security subsequently, plaintiff paid Rs. 28 lac to the defendant No. 3 in this regard. Defendant No. 3 has not returned the above said cheques to the plaintiff as per his commitment. Now, it is yet to be determined in this regard as to what amount is payable by the defendant no. 3 to the plaintiff or vice versa.

6. That the defendant No. 4 was the plaintiff's customer who purchased forms of shops and apartments of Bahria Hights 6 Extension Phase-VIII Rawalpindi but as stated above Bahria Town called off their above said project, therefore, defendant No. 4 returned the form related to the shops and apartments to the plaintiff in this respect plaintiff gave three cheques Nos. (i) 53522658 (ii) 46832739 (iii) 00000002980-2 for Rs. 50 lac each (1.5 cror) as security subsequently, plaintiff paid the said amount to the defendant No. 4. Defendant No. 4 has not returned the above said cheques to the plaintiff as per his commitment. Now, it is yet to be determined in this regard as to what amount is payable by the defendant no. 4 to the plaintiff or vice versa.

7. That the defendant No. 5 was the plaintiff's customer who purchased forms of shops and apartments of Bahria Hights 6 Extension Phase-VIII Rawalpindi from the plaintiff but as stated above Bahria Town called of their above said project, therefore, defendant No. 5 returned the form related to the shops and apartments to the plaintiff in this respect plaintiff gave three cheques Nos. (i) 42441047 for Rs. 50,00,000/- (ii) 53522657 for Rs. 50,00,000/- PWD Branch Bank Al-Falah, Islamabad (iii) 11277647 for Rs. 50,00,000/- PWD Branch Sindh Bank, Islamabad as security. Defendant No. 5 has not returned the above said cheques to the plaintiff as per his commitment. Now, it is yet to be determined in this regard as to what amount is payable by the defendant no. 5 to the plaintiff or vice versa.

8. That the defendant No. 6 was working as plaintiff's agent in respect of sales and purchase of the forms of City Housing, Faisalabad. Plaintiff gave a cheque No. CA36061661, NIB Bank Rs. 17 lac to the defendant No. 6 as security regarding purchasing of the forms. Later on plaintiff paid the above said amount to defendant No. 6 and asked to return the above said cheques but to no effect. The issue regarding the above said transaction is yet to be finally settled.

9. That an agreement dated 18.12.2014 (**Annexure "B" & "B/1"**) regarding exchange of plots was executed between plaintiff and defendant No. 7. According to said agreement plaintiff had to transfer the plots measuring 10 Marlas situated Bahria Enclave C-1 Plot No. 48, Street No. 16, Islamabad. Defendant No. 7 transferred the 6 files 5 Marla each, one file 10 Marla, one file of one kanal and 2 apartment. It was orally agreed between the parties that the defendant No. 7 would clear all encumbrances regarding said plots meanwhile plaintiff gave a cheque No. 00000002922 for Rs. 60,00,000/- Bank Islami as security to the defendant No. 7 with the understanding that when the said plots would be cleared, defendant No. 7 will return the plaintiff's above said cheque, transferred the plots in favour of plaintiff and plaintiff fulfill his agreement by transferring his plots in favour of defendant No. 7. According to the agreement defendant No. 7 partially performed his part of agreement, in this regard it was agreed between the parties that rather transfer of the plaintiff's plots and defendant No. 7, plaintiff will pay cash amount against said files, therefore, plaintiff gave a cheque No. 00000002993 Bank Islami Rs. 45 lac to defendant No. 7 as security, latter on plaintiff paid the balance amount to the defendant No. 7. The issue regarding the above said transaction is yet to be finally settled.

10. That the plaintiff purchased 17 files from defendant No. 8 against said files the plaintiff gave a cheque No. 00000002915 as security, later on plaintiff paid the amount of files in tune of files of another project of Bahria Town but defendant No. 8 as per commitment not returned the plaintiff's cheque. This issue is also yet to be finally resolved.

11. That so far as defendant No. 9 is concerned, plaintiff had only one business transaction with him i.e. plaintiff sold one commercial plot of City Housing Scheme, Jehlam against consideration of Rs. 22,50,000/-. Now there is no issue regarding plaintiff's liability in respect of said plot against each other. The issue is that defendant No. 9 is falsely claiming that plaintiff has not transferred to him and is illegally demanding the consideration in respect of said plot from the plaintiff. A copy of registration form is enclosed as Annexure "C".

12. That one of plaintiff's employ namely, Farhan Faisal, sold 74 files defendant No. 10 in consideration of Rs. 93,00,000/- on plaintiff's behalf but did not deliver the said files to the defendant No. 10, when plaintiff came to know about the matter, the plaintiff for his good will as proprietor paid said amount to the defendant No. 10 in tune of plots and cash amount, during said transaction plaintiff gave vehicle Honda Acord as security which defendant No. 10 is liable to

be returned. The issue regarding return of Honda Acord by defendant No. 10 to the plaintiff is yet to be settled. A copy of receipt of payment is enclosed as Annexure "D".

13. That plaintiff sold a commercial plot 4 Marlas, City Housing Jehlam to defendant No. 11 in consideration of Rs. 25,00,000/- but did not transfer the said plot in his name. After about a month defendant No. 11 contacted plaintiff and asked him to return said plot. The plaintiff accepted his request, took the plot's file back and issued a cheque No. 00000002919 for Rs. 25,00,000/- to the defendant No. 11. In the meantime defendant No. 11 requested the plaintiff to purchase a shop situated in City Housing, Jehlam, plaintiff again accepted his request and transferred a shop in his name against above said amount of Rs. 25,00,000/. Now defendant No. 11 is legally bound to return the plaintiff's said cheque. The issue regarding the above said transaction is yet to be finally resolved.

14. That the defendant No. 12 and 13 are partners who also deals in real estate business as property dealers. They jointly purchased two plots/forms in Bahria Town, Rawalpindi from the plaintiff in consideration of Rs. 1,40,00,000/-. Defendants No. 12 and 13 later on asked the plaintiff to get back the said files and

return their amount of Rs. 1,40,00,000/- Plaintiff accepted their request and issued 2 cheques bearing Nos. 9516297-8 for the amount of Rs. 80 lac but as per commitment defendant No. 12 and 13 who were bound to return the above said files to the plaintiff but did not return the same. This issue is also sought to be resolved to the instant suit.

15. That the plaintiff purchased files of two plots Bahria Town, Karachi in consideration of Rs. 52,00,000/- and purchased open forms of plots in consideration of Rs. 48,00,000/- against said amount the plaintiff issued 4 cheques bearing Nos. 46832745-8 and 00000002990 Rs. 1,24,18,000/-. The plaintiff paid above said amount in cash to the defendant No. 14. The issue regarding deals is also yet to be settled.

The plaintiff purchased 2 files from a person namely, Haji Khalid (deceased) in consideration of Rs. 91,75,000/- against said amount plaintiff issued a cheque No. 00000002988 Rs. 96,00,000/-. Later on the plaintiff returned the same amount to the said Haji Khalid (deceased) in the shape of plots in City Housing Faisalabad. The said Haji Khalid gave the above said cheque to the defendant No. 14 as trust to handed over to the plaintiff but he has not deliver the same to the plaintiff.

16. That defendant No. 15 purchased commercial plot 4 Marla City Housing Scheme Jehlam in consideration of Rs. 12,50,000/- later on the management of City Housing Scheme informed the plaintiff that on account of reshuffling of plot Numbers they are unable to transfer the said plot in the name of defendant No. 15. Later on, on account of reshuffling of plot numbers the plaintiff gave another file of 4 marla in above said scheme in the same amount, defendant No. 15 did not pay the installments of the plots, in the said event the City Housing Scheme cancelled his plot. However, defendant No. 15 is falsely claiming the amount of the plot from the plaintiff. If the defendant No. 15 has any issue regarding above said transaction, he can settle his accounts with the plaintiff by way of joining the present proceedings.

17. That the defendant No. 16 purchased 3 files in Bahira Heights VI extension in consideration of Rs. 35,00,000/-. Subsequently on account of cancellation of Bahria Heights Scheme, plaintiff issued a cheque No. 0000002909 of Rs. 35 lac to the defendant No. 16, after 20 days defendant No. 16 came to the plaintiff and requested that he has lost the cheque, plaintiff, in good faith, on his request issued another cheque No. 00000029010 Rs. 35 lac. Later on plaintiff paid Rs. 35 lac to the defendant No. 16 but he did not return the above said cheques as well as files. This issue is yet to be resolved.

18. That the defendant No. 17 purchased 5 files in Bahira Heights VI extension in consideration of Rs. 50,00,000/- Subsequently on account of cancellation of Bahria Heights Scheme, plaintiff issued 2 cheque Nos. 11277643-44 of Rs. 50 lac as security to the defendant No. 17. Later on plaintiff paid Rs. 35 lac in cash amount and a vehicle Toyota Altis bearing registration No. 524 registered at Islamabad for the balance amount to the defendant No. 17. Presently defendant No. 17 is bound to return the cheques as well as files. This issue is yet to be resolved. A copy of cheque is enclosed as Annexure "E".

19. That defendant No. 18 purchased registration forms in City Housing Faisalabad in consideration of Rs. 11 lac. Now there is no any liability outstanding against the plaintiff but despite that defendant No. 18 is falsely claiming Rs. 2,50,000/. This issue is also sought to be resolved through the present proceedings.

20. That defendant No. 19 purchased registration forms City Housing Faisalabad worth Rs. 1,50,00,000/- from plaintiff. In consideration of said forms he paid cash amount as well as sold 1 Kanal plot in Bahria Enclave to the plaintiff, which is still not transferred in his name. This issue may also be resolved in the present suit.

21. That plaintiff purchased 35 registration forms City Housing Faisalabad from defendant No. 20 in consideration of 50,000/- each total amount Rs. 17,50,000/- and the plaintiff paid the same amount to the defendant No. 20 but defendant No. 20 falsely claiming the amount in shape of interest from the plaintiff. This issue is yet to be decided.

22. That the defendant No. 21 purchased 11 registration forms of City Housing Faisalabad in consideration of Rs. 22,00,000/-. Later on defendant No. 21 asked the plaintiff to sell out the above said forms. Accordingly plaintiff issued a cheque No. 0000002904 Rs. 31,50,000/- to the defendant No. 21 against said forms. Plaintiff sold those forms and the amount received against those forms was paid to the defendant No. 21. Now there is nothing outstanding in this regard but defendant No. 21 not returning the plaintiff's above said cheque. This issue is yet to be decided.

23. That the defendant No. 22 was plaintiff's customer as well as commission agent for deals with other customers. In the course of business plaintiff issued 7 cheques worth Rs. 1,4,00,000/- to the 7 different customers through defendant No. 22. Later on, the plaintiff paid the same amount to the customers and

defendant No. 22 retained the same cheques in his custody which he is bound to return to the plaintiff but has not done so. This issue is also still to be decided.

24. That the defendant No. 23 purchased files worth of Rs. 15,00,000/- in City Housing Faisalabad. Now there is no any liability in this regard but defendant No. 23 falsely demanding Rs. 5,00,000/- from the plaintiff. This issue may also be resolved.

25. That the plaintiff purchased 4 files worth Rs. 30,00,000/- in Bahria Town Karachi from defendant No. 24 and issued a cheque No. 11277659 Rs. 10,00,000/- to him. Subsequently the plaintiff paid Rs. 40,00,000/- over and above on the commitment of defendant No. 24 that he will transfer file of 5 Marlas in Bahria Enclave Rawalpindi in favour of plaintiff. Defendant No. 24 has neither returned the above said cheque nor has handed over the above said files to the plaintiff as per commitment. This issue may also be resolved in the present proceeding.

26. That the plaintiff purchased forms in City Housing Faisalabad from the defendant No. 25 and issued a cheque Rs. 35,00,000/- to him. Later on, the plaintiff paid the same amount in cash to him. Now he is bound to return the plaintiff's cheque but he has not done so. This issue is also sought to be resolved.

27. That the plaintiff sold 10 forms of City Housing Faisalabad to the defendant No. 26 and paid him its consideration Rs. 10,00,000/-. Now nothing is outstanding in this regard but despite that he falsely claiming Rs. 200,000/- from the plaintiff without any basis. This issue may also be resolved.

28. That the defendant No. 27 purchased 6 forms of Bahria Height VI extension in consideration of Rs. 2 cror. On account of cancellation of project Bahria Town adjusted him in his another Scheme namely, Bahria Height VI. Now there is no any liability in respect of this transaction. However, is falsely claiming Rs. 50,00,000/- without any justification. This issue may also be resolved.

29. That one of employees of plaintiff, namely, Farhan Faisal received amount Rs. 35,00,000/- against the forms of City Housing Faisalabad from defendant No. 28 without any authority and consent of plaintiff. The said transaction was between the plaintiff's employee and defendant No. 28. There is no any liability of plaintiff neither plaintiff involved in this deal. This issue may also be resolved.

30. That the defendant No. 29 is a plaintiff's customer as well as commission agent, who introduced the plaintiff to the defendant No. 30 to 33. The plaintiff sold 14 plots of City Housing Scheme Jehlam to the defendant No. 29 to 33. On account of re-shuffling of plot numbers by the management of the City Housing

Scheme Jehlam, the said defendants complained the plaintiff about said matter, because the plaintiff has a good business repute and to honor his business relations with the above said defendants, plaintiff agreed to take back the forms and returned the entire amount of consideration to the defendant No. 29 to 33. Later on, said defendants were transferred said files of City Housing Scheme Jehlam on their names. Now said defendants are legally bound to transfer those files to the plaintiff but they did not do so. This issue may also settled in the instant proceeding. Copies of sale deed, registration forms and cheques are enclosed as Annexure "F" to "F/25".

31. That the plaintiff has repeatedly asked the defendants to settle the accounts with the plaintiff in respect of the above said transactions but they are not only flatly refused the same but also have started threatening the plaintiff to cause physical harm to plaintiff and his family members as well as misuse the cheques against the plaintiff which necessitated to approach the court.

32. That the plaintiff has legitimate right to ask defendants to render true accounts regarding income and expenditure of the firm to which they are bound by law.

33. That the cause of action arose in favour of the plaintiff and against the defendants firstly: 6 months ago when the plaintiff asked the defendants to come forward and amicably settle the accounts with the plaintiff without resorting to unnecessary litigation and finally accrued a week ago when the defendants refused to accede the fair and guanine demand of the plaintiff.

34. That most of the business commenced at Lahore and cause of action too arose here, hence the civil court at Lahore has the jurisdiction to adjudicate upon the matter.

35. That prescribed court fee of Rs. 10 has been affixed on the plaint.

PRAYER

It is, therefore, most humbly prayed that a decree for rendition of accounts in favour of the plaintiff and against the defendants may kindly be passed with direction to the defendants to render true statement of accounts of the real estate business transacted with the plaintiff to enable this learned court to pass a decree for the amount payable by the defendants to the plaintiff.

It is further prayed that this learned court may be pleased to pass a direction to the parties to maintain status quo till the final decision of this suit.

Any other relief which this learned court deems fit and proper under the facts and circumstances of the case may also be granted.

Plaintiff

Through

ATIF MOHTASHIM KHAN
Advocate High Court

RAI AAMIR REHMAN KHARAL
Advocate High Court

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 26th day of May, 2017 that the contents of the plaint from para No. 1 to 32 are true to the best of my knowledge and belief and those of para No. 33 to 35 are true to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Application No. /2017

Asif Mahmood Versus Col. (R) Sajjad etc.

(Suit for rendition of accounts with permanent injunction)

APPLICATION U/O 39 Rule 1 & 2 CPC for grant of Interim Relief

Respectfully Sheweth:

1. That the titled suit has been filed before this learned court today. The contents of the plaint may kindly be read as the integral part of this application.
2. That plaintiff/applicant has got *prima facie* a strong case in his favour and there is every likelihood of the grant of ultimate relief to the applicant in this case.
3. That balance of convenience & inconvenience lies in favour of the plaintiff/applicant.
4. That if interim relief is not granted the plaintiff/applicant, in the said event, he is likely to suffer an irreparable loss and injury.

PRAYER

It is therefore humbly prayed that respondents may kindly be restrained by way of temporary injunction from misusing the cheques mentioned in the body of the plaint.

It is further prayed that status quo may kindly be ordered to be maintained by the parties till the final adjudication of the suit.

Any other relief, which this Hon'ble court deems appropriate, may also be granted.

Applicant

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(RAI AAMIR REHMAN KHARAL)
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Application No. /2017

Asif Mahmood Versus Col. (R) Sajjad etc.

(Application U/O 39 Rule 1 & 2 CPC for grant of Interim Relief)

AFFIDAVIT OF Asif Mahmood S/o Mahmood Akhtar R/o House No. 139,
Mohalla Sector A-1, Town Ship, Lahore.

The above named deponent does hereby solemnly affirm & declare as
under:

1. That the titled suit has been filed before this learned court today. The contents of the plaint may kindly be read as the integral part of this application.
2. That plaintiff/applicant has got prima facie a strong case in his favour and there is every likelihood of the grant of ultimate relief to the applicant in this case.
3. That balance of convenience & inconvenience lies in favour of the plaintiff/applicant.
4. That if interim relief is not granted the plaintiff/applicant, in the said event, he is likely to suffer an irreparable loss and injury.

Deponent

VERIFICATION

Verified on oath at Lahore this 26th day of May, 2017 that the contents of the affidavit are true to the best of my knowledge and belief.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, GUJANWALA.

Suit No. _____ /2021.

Imran Khan son of Suleman, resident of Gulshan Park, Nishat Colony, Lahore Cantt, District Lahore.

PLAINTIFF

VERSUS

1. Ansir Mahmood Sandhu S/o Mukhtar Ahmad, R/o Mauza Kot Noora Tehsil Wazirabad, District Gujranwala.
2. Zafar Ullah Khan Sohi S/o Mahrban Ali R/o Badoki Gosaiyan Tehsil Wazirabad, District Gujranwala.
3. Muhammad Saleem
4. Muhammad Shafique
5. Mumtaz Bibi

6. Kalsoom Bibi
7. Nighat Bibi
8. Latifan Bibi
All sons, daughters and wife of Muhammad Bashir Caste Arain Siyal, R/o Bhagat Garh, Tehsil Wazirabad, District Gujranwala.
9. Muhammad Ramzan S/o Barkat Ali
10. Naseem Akhtar W/o Muhammad Ramzan
11. Mansoor-ul-Hassan
12. Manzoor-ul-Hassan sons of Muhammad Ramzan
All Arain by caste R/o Gakharr, Tehsil Wazirabad, District Gujranwala.
13. Muhammad Mumtaz
14. Gulshad Ahmad

Both sons of Muhammad Ashraf Gulzar caste Arain R/o Gakharr Tehsil Wazirabad, District Gujranwala.
15. Yamin S/o Qudrat Ullah caste Jutt Vains R/o Bhagat Garh Tehsil Wazirabad, District Gujranwala.
16. Defence Housing Authority, Lahore, Gujranwala Chapter through Administrator, Main Office Gujranwala Cantt.
17. Secretary Defence Housing Authority, Lahore, Chapter Gujranwala Main Office Gujranwala Cantt.

DEFENDANTS

SUIT FOR DECLARATION, CANCELATION OF SALE DEEDS BEARING
DOCUMENT NO. 2414, BAHI NO. 1, VOLUME NO. 1084
DATED 22.06.2017, DOCUMENT NO. 2414, BAHI NO. 1,
VOLUME NO. 1084 DATED 22.06.2017, DOCUMENT NO.
3429, BAHI NO. 1, VOLUME NO. 1094 DATED 04.10.2017,

DOCUMENT NO. 3430, BAHI NO. 1, VOLUME NO. 1094
DATED 04.10.2017, DOCUMENT NO. 3906, BAHI NO. 1,
VOLUME NO. 1099 DATED 02.11.2017, DOCUMENT NO.
2411, BAHI NO. 1, VOLUME NO. 1084 DATED 22.06.2017
REGISTERED IN THE OFFICE OF SUB-REGISTRAR
WAZIRABAD, DISTRICT GUJANWALA AND MUTATIONS NO.
2645, 2648, 2654, 27394, 2659 AND 2644 SANCTIONED ON
THE BASIS OF ABOVE MENTIONED SALE DEEDS,
PERMANENT AND PERPETUAL INJUNCTION ALONG WITH
POSSESSION OF THE SUIT PROPERTY AS CONSEQUENTIAL
RELIEF.

Respectfully Sheweth: -

1. That the plaintiff entered into an agreement to sell on 23.05.2017 regarding land measuring 105 Kanals 9 Marlas situated in Mauza Bhagatpura, Tehsil Wazirabad, District Gujranwala with defendants No. 1 & 2 against consideration of Rs. 69, 03,65,625/- (Rupees Sixty Nine Crors, Three Lacs, Sixty Five Thousand, Six Hundred and Twenty Five only). According to the above said agreement, the said land was to be provided to respondent No. 17 / DHA Lahore, Gujranwala Chapter, Gujranwala Cantt through defendant No. 1 who is investor/ representative of respondent No. 17 for the public at large. Later on an addendum dated 30.10.2017 was executed between the plaintiff and

defendants No. 1 and 2 in lieu of agreement dated 23.05.2017. Copies of agreement dated 23.05.2017 and addendum dated 30.10.2017 are attached as **ANNEXURE "A" & "A/1"**.

2. That plaintiff fulfilling his part of obligation to agreement dated 23.05.2017 and addendum dated 30.10.2017 made payments to defendants No. 3 to 15 against their respective properties and thereof sale deeds were executed through registered sale deeds bearing document No. 2414, Bahi No. 1, volume No. 1084 dated 22.06.2017, document No. 2414, Bahi No. 1, volume No. 1084 dated 22.06.2017, document No. 3429, Bahi No. 1, volume No. 1094 dated 04.10.2017, document No. 3430, Bahi No. 1, volume No. 1094 dated 04.10.2017, document No. 3906, Bahi No. 1, volume No. 1099 dated 02.11.2017, document No. 2411, Bahi No. 1, volume No. 1084 dated 22.06.2017 registered in the office of sub-registrar Wazirabad, District Gujranwala directly in the name of defendant No. 16 through defendant No. 17. The said sale deeds were also incorporated in the revenue record bearing Mutation Nos. 2645, 2648, 2654, 27394, 2659 and 2644 sanctioned in favour of DHA Lahore, Gujranwala Chapter, Gujranwala Cantt. Copies of sale deeds and mutations are attached as **ANNEXURE "B" TO "B/5" & "C" TO "C/5"** respectively.

3. That through addendum dated 30.10.2017, the defendant No. 3 who is investor /representative for the public at large on behalf of defendant No. 16 & 17, has authorized the plaintiff to directly deal with the defendant No. 16 & 17 regarding the suit land and to avail the benefit(s) in shape of files as compensation against consideration of suit property (exempted plots). The said consideration has been kept due despite execution of sale deeds of land measuring 117 Kanals 9 Marlas 117 SqFt. in favour of defendants No. 16 & 17.

4. That the defendants No. 1 & 2 had agreed through agreement dated 23.05.2017 that consideration to the above said sale deeds, was agreed as Rs. 69,03,65,625/- equivalent of property measuring 117 Kanals 9 Marlas 117 SqFt in shape of developed plots of DHA Lahore, Gujranwala Chapter, Gujranwala Cantt. which was to be handed over to the plaintiff. The defendants No. 16 & 17 in lieu of the above mentioned sale deeds (**ANNEXURE-B TO B/5**) have not issued any file of exempted plots which is the consideration to be paid to the plaintiff, without any legal and cogent justification.

5. That the plaintiff approached defendants No. 1 & 2 time and again for realization of the consideration amount in shape of exempted plots equivalent to of total land measuring 117 Kanals 9 Marlas 117 SqFt sold to the defendants No. 16 & 17 or in alternate the price of suit property, but defendants

No. 1 & 2 remained adamant in not redressing the grievance of plaintiff. The plaintiff also approached defendants No. 1 & 2 who stood guarantor being investor/representative for Public at Lahore on behalf of defendants No. 16 & 17 but genuine demand of plaintiff was paid a deaf ear.

6. That plaintiff has a vested right to claim his consideration against the sale of suit property or in alternate reserves his right to claim the plots to be issued in his favour in lieu of the landed properties transferred in favour of defendant No. 16 & 17 and defendants No. 16 & 17 by not paying the consideration amount or by allotting the plaintiff exempted plots as consideration is causing valuable loss to plaintiff.

7. That allotment of exempted plots against the above mentioned property is the consideration amount which has not been paid to the plaintiff, hence same is presumed that execution of sale deeds in favour of defendants No. 16 & 17 (DHA) is without consideration which does not fulfill the requirement of transfer of property act as well as of a valid contract.

8. That cause of action arose firstly in favour of plaintiff and against defendants when defendant No. 1 being investor/ representative amongst Public at large on behalf of defendants No. 16 & 17, approached the plaintiff along with

defendant No. 2 for purchase of land measuring 105 Kanals 09 Marlas; Secondly, when defendants No. 1 & 2 entered into an agreement dated 23.05.2017 regarding purchase of suit property with plaintiff; Thirdly, when defendants No. 1 & 2 executed addendum dated 30.10.2017 in lieu of agreement dated 23.05.2017; Fourthly, when sale deeds as well as mutations of land measuring 117K-9M-117SqFt were executed in favour of defendants No. 16 & 17; Fifthly when defendants No. 16 & 17 (DHA) withheld the exempted files of plots to be issued to plaintiff in lieu of consideration against execution of sale deeds of land measuring 117 Kanals 09 Marlas 117 SqFt; Sixthly, when plaintiff requested defendants No. 16 & 17 to hand over the files of exempted plots as consideration against sale price; Seventhly when defendant No. 1 & 2 being investor and guarantor on behalf of defendants No. 16 & 17 refused to accede to the request of plaintiff and Finally a week ago when defendants No. 16 & 17 flatly refused to issue / allot exempted plots to the plaintiff in lieu of the consideration of total land measuring 117 Kanals 09 Marlas 117 SqFt transferred in the name of defendants No. 16 & 17 (DHA) through sale deeds already annexed and the same still continues to accrue in favour of the plaintiff.

9. That the suit property is situated at Gujranwala, the cause of action accrued in Gujranwala and the suit property is also situated in District Gujranwala,

therefore, this Hon'ble court has got the jurisdiction to adjudicate upon the matter.

10. That the value of the instant suit for the purpose of jurisdiction as per market value is calculated as Rs. 69,03,65,625/- . The prescribed court fee shall be affixed upon the plaint as and when ordered by this learned court.

P R A Y E R

It is, therefore, most respectfully prayed that a declaratory decree in favour of the plaintiffs and against the defendants No. 1 & 2 declaring the plaintiff to be the owner of property measuring 117 Kanals 09 Marlas 114 SqFt situated in Mauza Bhagat Garh, Tehsil Wazirabad, District Gujranwala.

It is further prayed that the sale deeds annexed with suit (ANNEXURE-B TO B/5) registered in the office of Sub-Registrar Wazirabad, District Gujranwala sanctioned in favour of defendants No. 1 & 2 (DHA) may very kindly be cancelled.

It is further prayed that the operation of the sale deeds annexed with suit (ANNEXURE-B TO B/5) registered in the office of Sub-Registrar Wazirabad, District Gujranwala may kindly be suspended and defendants No. 1 & 2 (DHA) may also be

restrained from claiming any title, link or interest with the suit property perpetually.

It is further prayed that operation of the mutations (**ANNEXURE-C TO C/5**) sanctioned on the basis of the sale deeds mentioned above, may also be suspended till the final decision of the titled suit.

It is further prayed that defendants No. 2 & 3(DHA) may also be restrained by way of status quo, from further alienating or changing the nature of suit property (**ANNEXURE-B TO B/5**), in any manner whatsoever till the final disposal of the suit.

It is further prayed that the possession of the suit property (land measuring 117 Kanals 09 Marlas 174 SqFt) situated in Mauza Bhagat Garh, Tehsil Wazirabad, District Gujranwala may also be ordered to be handed over to the plaintiff as consequential relief.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

PLAINTIFF

Through

COUNSEL

VERIFICATION

Verified on oath at Gujranwala this 17th day of August 2021, that the contents of the plaint from Para 1 to 7 are true and correct to the best of my knowledge and those of Para 8 to 10 are true and correct to the best of my belief.

PLAINTIFF

IN THE COURT OF SENIOR CIVIL JUDGE, GUJANWALA.

Suit No. _____ /2021.

Imran Khan Versus DHA etc.

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.

2. That the petitioner has got *prima facie* a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.

3. That the balance of convenience and in-convenience is in favour of the petitioner.

4. That if the relief as prayed for is not granted by way of temporary injunction, in the said event, the petitioner shall have to suffer an irreparable loss and injury.

PRAYER

It is, therefore, most respectfully prayed that the operation of the sale deeds annexed with suit (**ANNEXURE “B” TO “B/5”**) registered in the office of Sub-Registrar Wazirabad, Gujranwala may kindly be suspended and defendants No. 1 & 2 (DHA) may also be restrained from claiming any title, link or interest with the suit property perpetually.

It is further prayed that operation of the mutations (**ANNEXURE “C” TO “C/5”**) sanctioned on the basis of the sale deeds mentioned above, may also be suspended till the final decision of the titled suit.

It is further prayed that defendants No. 2 & 3(DHA) may also be restrained by way of status quo, from further alienating or changing the nature of suit

property (**ANNEXURE-B TO B/5**), in any manner whatsoever till the final disposal of the suit.

PETITIONER

Through

COUNSEL

IN THE COURT OF SENIOR CIVIL JUDGE, GUJANWALA.

Suit No. _____ /2021.

Imran Khan Versus DHA etc.

(Application U/O 39 Rule 1 & 2 CPC for grant of temporary injunction)

AFFIDAVIT OF Imran Khan son of Suleman, resident of Gulshan Park, Nishat Colony, Lahore Cantt, District Lahore.

The above named deponent do hereby solemnly affirm and declare as under:

1. That the petitioners have filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That balance of convenience and in-convenience is in favour of the petitioner.
4. That if the relief as prayed for is not granted by way of temporary injunction, in the said event, the petitioner shall have to suffer an irreparable loss and injury.

DEPONENT.

VERIFICATION

Verified on oath at Gujranwala this 17th day of August 2021, that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

DEPONENT.

IN THE COURT OF LEARNED SENIOR CIVIL JUDGE, LAHORE

Muhammad Javed S/o Sardar Ali R/o Near Pak Model Girls School. House No.1, Street No. 16, Sultanpura, Chah Miran, Lahore.

Plaintiff

Versus

1. Shoukat Ali S/o Sardar Ali R/o House No. 4, Street No. 27, Shahjahan Street, Sultan Pura, Lahore.
2. Liaqat Ali S/o Sardar Ali R/o House No. 2, Street No. 27, Shahjahan Street, Sultan Pura, Lahore.
3. Muhammad Hussain S/o Sardar Ali R/o House No. 4, Street No. 27, Sultan Pura, Lahore.

4. Nazir Ahmad S/o Babu Khan R/o House No. 4, Street No. 27, Shahjahan Street, Sultan Pura, Lahore.
5. Munir Ahmad S/o Nabi Bukhsh R/o House No. 4, Street No. 27, Shahjahan Street, Sultan Pura, Lahore.

Defendants

SUIT FOR PERPETUAL INJUNCTION

Respectfully Sheweth:

1. That the plaintiff and defendants No. 1 to 3 are real brothers. Defendants No. 4 & 5 are nephews of plaintiff & defendants No. 1 to 3. The father of plaintiff & defendants, namely, Haji Sardar Ali was owner of property known as 56-Chamberlane, Chowk Gawalmandi, Lahore (hereinafter referred to as the suit property). Haji Sardar Ali had established his business of selling fish at the said shop under the name and & style " Sardar Machhli Frosh"
2. That Sardar Ali died on 21.12.2004.
3. That after the death of Haji Sardar Ali, his various properties, through a private partition, was distributed amongst his legal heirs, i.e., plaintiff and defendants No.1 to 3. As a result of said private partition the plaintiff became the owner of the suit property. Since then the plaintiff is in possession of the suit property. A copy of NTN

Certificate issued by FBR in favour of the plaintiff dated 22-07-2005 is enclosed as

Annex-A.

4. That plaintiff is running a very good business of fish selling at the suit property. The defendants, on account of jealousy regarding prosperity of plaintiff due to good business at the suit property, have joined hands to illegally & forcibly dispossess the plaintiff from the suit property with mala fide intention & ulterior motives. Yesterday at about 8 AM all the defendants came at the suit property along with ghunda elements and tried to forcibly and illegally take possession of the suit property but due to timely interference of respectable of locality the failed to implement there illegal plan.
5. That defendants have no right to disturb plaintiff's possession over the suit property. In case plaintiff is illegally dispossessed from the suit property and the defendants start their own business under the name of "Sardar Machli Frosh" (which name is a registered in plaintiffs name) the petitioner shall suffer an irreparable loss & injury and pecuniary compensation would not afford adequate relief. Plaintiff has advised the defendants to desist from carrying out their illegal plan but to no effect, hence this suit.
6. That the cause of action for the suit arose yesterday when defendants tried to disturb plaintiff's possession over the suit property and the same are continuing.
7. That the suit property is situated at Lahore hence this learned court has jurisdiction to try this suit.

8. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- . No court fee is required to be affixed on this suit value.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of plaintiff and against the defendants restraining defendants perpetually to interfere in lawful possession of plaintiff over the suit property.

Any other relief which this learned court may deem fit & proper under the circumstances of the case may also be granted.

Plaintiff

Through

(M. NASIR MAHMOOD SANDHU)
Advocate High Court

(ATIF MOHTASHIM KHAN)
Advocate High Court

VERIFICATION:

Verified on oath at Lahore this 17th day of March 2010 that the contents of the plaint from para No.1 to 5 Re true to the best of my knowledge and those of para No.6 to 8 are true to the best of my belief.

Plaintiff

IN THE COURT OF LEARNED SENIOR CIVIL JUDGE, LAHORE

Muhammad Javed Versus Shoukat Ali etc.

(Suit for perpetual injunction)

Application under order 39 Rule 1 & 2 C.P.C. for grant of temporary injunction

Respectfully Sheweth:

1. That the plaintiff has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That petitioner has prima facie a strong case in his favour and there is every likelihood of its ultimate success.
3. That the balance of convenience and inconvenience is in favour of petitioner.
4. That if interim relief is not granted and in case petitioner is illegally dispossessed from the suit property and the respondents starts their own business under the name of "Sardar Machli Frosh" (which name is a registered in petitioners name) the petitioner shall suffer an irreparable loss & injury and pecuniary compensation would not afford adequate relief.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction the respondents may kindly be restrained from interfering in plaintiff's lawful possession over the suit property.

Petitioner

Through

(M. NASIR MAHMOOD SANDHU)
Advocate High Court

(ATIF MOHTASHIM KHAN)
Advocate High Court

IN THE COURT OF LEARNED SENIOR CIVIL JUDGE, LAHORE

Muhammad Javed Versus Shoukat Ali etc

(Application under order 39 Rule 1 & 2 C.P.C. for grant of temporary injunction)

AFFIDAVIT OF

**Muhammad Javed S/O Sardar Ali R/O Near Pak
Model Girls School. House No.1, Gali No. 16, Muhalla
Sultanpura, Chah Miran, Lahore.**

The above named deponent do hereby solemnly affirm and declare as under: -

1. That the plaintiff has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That petitioner has prima facie a strong case in his favour and there is every likelihood of its ultimate success.
3. That the balance of convenience and inconvenience is in favour of petitioner.
4. That if interim relief is not granted the petitioner is likely to suffer an irreparable loss & injury.

Deponent

VERIFICATION

Verified on oath at Lahore this 17th day of March 2010 that the contents of the above affidavit for true to the best of my knowledge and belief.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2014

Mirza Mubbashir Baig S/o Mirza Manzoor Baig, R/o Bagh Gul Begum, New Mozang, Lahore.

Plaintiff

Versus

1. Tayyab Ali Shah S/o Shoukat Ali Shah R/o House No. 1 Street No. 1, Muhallah Nabi Pura, Lal Pul Mughal Pura, Lahore.
2. Nadia Khurram W/o Mian Khuram Sagher R/o Haji Chowk Canal Point Scheme, Mughal Pura, Lahore.

SUIT

FOR SPECIFIC PERFORMANCE OF AGREEMENT DATED 19.02.2013

Respectfully Sheweth: -

1. That the defendant No. 2 is the owner of a double story house consisting of three bed room, 2 TV lounges, 1 kitchen, 3 Bath room, 1 Garage on land measuring 3 Marlas comprising Khasra No. 43, 28 Khewat No. 14 Khetoni No. 97 situated at Adina Gali, Taj Bagh Housing Scheme, Hadbast Moza Chandian Wala Tehsil Cantt, District Lahore.
2. That defendant No. 2 entered into an agreement to sell above mentioned house mutation No. 2226 Bainama Dastawaiz No. 136 Bahi No. 1 Jild No. 1638 with defendant No. 1 in respect of above referred property, hereinafter to as the suit property on 06.11.2013 in consideration of Rs. 34,50,000/- At the time of the above said agreement the defendant No. 2 received Rs. 12,00,000/- from defendant No. 1 as earnest money vide cheque No. 16500487 drawn on Mizan Bank Canal Bank Road Branch, Lahore on 06.11.2013 and Rs. 100,000/- in cash at the time of agreement on same date. The sell deed was agreed to be executed on or before 06.02.2014. It is pertinent to mention here that in the agreement to sell dated 06.11.2013 defendant No. 2 authorized defendant No. 1 to further enter into agreement with any other person. Copy of the said agreement is enclosed as **Annexure "A"**.

3. That on the basis of the above sale agreement defendant No. 1 executed an agreement to sell suit property with the plaintiff on 19.12.2013, in consideration of Rs. 37,00,000/- at the time of the above said sale agreement the defendant No. 1 received Rs. 25,00,000/- in cash in the presence of witnesses from plaintiff as earnest money. The sale deed was agreed to be executed on or before 06.02.2014. Copy of the said agreement is enclosed as **Annexure "B"**.

4. That as per terms and condition of agreement to sell dated 19.12.2013 the sale deed was to be executed on 06.02.2014. On 06.02.2014 the plaintiff approached defendant No. 1 and tendered the balance amount of consideration and requested the defendant No. 1 to execute the sale deed in favour of plaintiff but defendant No. 1 refused to receive the said amount and declined to execute the sale deed.

5. That the plaintiff has performed his part of agreement dated 19.12.2013 by tendering the balance amount of consideration to defendant No. 1 on 06.02.2014 but defendant No. 1 refused to received the balance amount of consideration from the plaintiff illegally and without any lawful justification and has failed to perform his part of the agreement.

6. That the plaintiff is still ready and prepared to pay the defendant No. 1 the balance of amount of consideration and defendant No. 2 is legally bound to execute the

sale deed in respect of the suit property in favour of the plaintiff in terms of the agreement to sell dated 19.12.2013.

7. That two days ago, the plaintiff came to know that defendant No. 2 is entering into a sale agreement in respect of the suit property with a 3rd party. The plaintiff immediately contacted the defendant No. 2 and requested her not to enter into any further deal in respect of the suit property in violation of her agreement dated 06.11.2013 with defendant No. 1 and the further agreement dated 19.12.2013 of defendant No. 1 with the plaintiff but to no effect, hence this suit.

8. That the cause of action for the suit arose in favour of the plaintiff and against the defendant firstly on 06.11.2013 when defendant No. 2 executed sale agreement with defendant No. 1, secondly on 19.12.2013 when defendant No. 1 executed sale agreement with the plaintiff, thirdly on 06.02.2014 when the plaintiff tendered the balance amount of consideration to defendant No. 1 expressed his readiness to perform his part of agreement but defendant No. 1 illegally declined to perform his part of the agreement and finally 2 days ago, the plaintiff came to know that defendant No. 2 is entering into sale agreement in respect of the suit property with a third party but defendant No. 2 declined to accede to the genuine request of the plaintiff.

9. That the suit property is situated at Lahore, hence this learned court has got jurisdiction to try this suit.

10. That the value of the suit for the purpose of court fee and jurisdiction is fixed at Rs. 37,00,000/- . The prescribed court fee of Rs. 15000/- is affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants with costs directing the defendant No. 2 to execute sale deed in favour of the defendant No. 1 as per terms and conditions of the agreement to sell dated 06.11.2012.

It is, further prayed that defendant No. 1 may kindly be ordered to execute sale deed in favour of the plaintiff as per terms and conditions of agreement to sell dated 19.12.2013.

It is, further prayed that any other relief which may be deemed proper under the circumstances of the case may also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(PARVAIZ RASOOL BASRAA)
Advocate High Court

(MIRZA ZULFIQAR RAHI)
Advocate High Court

RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 17th day of June, 2014 that the contents of the plaint from para 1 to 7 are true and correct to the best of my knowledge and those of para 8 to 10 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2014

Mirza Mubbashir Baig Versus Tayyab Ali Shah etc.

(Suit for specific performance of agreement dated 19.02.2013)

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and in-convenience is in favour of the petitioner.
4. That if temporary injunction is not granted, the petitioner shall have to suffer an irreparable lose.

PRAYER

It is, therefore, most respectfully prayed that by way of temporary injunction further alienation of suit property may kindly be restrained till the final adjudication of the titled suit.

Any other relief which may be deemed proper and fit under the circumstances of the case may also be granted.

Petitioner

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

(PARVAIZ RASOOL BASRAA)

Advocate High Court

(MIRZA ZULFIQAR RAHI)

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Mirza Mubbashir Baig Versus Tayyab Ali Shah etc.

(Suit for specific performance of agreement dated 19.02.2013)

AFFIDAVIT OF

Mirza Mubbashir Baig S/o Mirza Manzoor Baig, R/o Bagh Gul Begum, New Mozang, Lahore.

The above named deponent do hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance convenience and in-convenience is in favour of the petitioner.
4. That if a temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss.

Deponent

VERIFICATION

Verified on oath at Lahore on this 17th day of June, 2014 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom.

Deponent

IN THE COURT OF LEARNED CIVIL JUDGE, LAHORE

Civil Suit No. /2014

Mst. Shahnaz Widow of Amin Najam R/o House No. 41, Block 180, Christian Colony Jeckab Road, Ghari Shahu, Lahore.

Plaintiff

Versus

1. Divisional Superintendent Pakistan Railways, Boghi Road, Lahore.
2. Divisional Superintendent Pakistan Railways, Mughalpura Division, Lahore
3. Divisional Medical Officer, Mughalpura Lahore.

4. Deputy Director Property and Land, PR Lahore Division.
5. AEN III, Pakistan Railways, Lahore Division.
6. Samuel Pitras Sweeper under DMO, Mughalpura.

Defendants

SUIT **FOR DECLARATION AND PERMANENT INJUNCTION WITH
CONSEQUENTIAL RELIEF**

Respectfully Sheweth: -

1. That plaintiff had been serving as a "ward servant" in Pakistan Railways under defendant No. 2 and retired on attaining superannuation on 30.06.2013.
2. That the plaintiff was allowed one year's retention under the Railways Rules up to 31.06.2014 and is residing in railway quarter No. 41, Block 180, Christen Colony Jeckab Road, Ghari Shahu, Lahore. The plaintiff being widow and issueless has adopted her nephew as son, namely, Sunny S/o Mushtaq Masih who is residing with plaintiff in said quarter and is also serving in Pakistan Railways as a sweeper under H/TXR washing line, Lahore Division.
3. That during the period of retention of said quarter the plaintiff obtained no objection certificate from Medical Superintendent Mughalpura to fulfill the Railway policy requirements, in favour of Sunny S/o Mushtaq Masih and preferred an application to the General Manager Pakistan Railway for the allotment of quarter No. 41 Block No. 180

Christian colony Washing Line, Lahore in the name of plaintiff's nephew/adopted son.

Copy of application is enclosed as **Annexure "A"**.

4. That General Manager Pakistan Railways recommended to defendant No. 1 on 22.06.2014 as under:

"Please consider the request"

Defendant No. 1 passed following order on 20.07.2014:

"AEN III please issue notice"

5. That plaintiff approached the defendant No. 5 for the issuance of notice for allotment of above said quarter in favour of Sunny S/o Mushtaq Masih who put off the matter on one pretext or another with malafide intention and ulterior motives. Meanwhile defendant No. 3 issued allotment notice in favour of Samual Pitras Sweeper , violating the prescribed Rules of Pakistan Railways.

6. That defendant No. 4 issued notice for vacation of quarter under reference on 30.08.2014 ignoring the orders of General Manager and Divisional Superintendent Lahore. Copy of vacation notice dated 30.08.2014 is enclosed as **Annexure "B"**.

7. That the plaintiff again approached the Deputy General Manager Pakistan Railways against the allotment orders by defendant No. 3 and vacation notice by defendant No. 3. A copy of the order of the Deputy General Manager dated 15.09.2014 is enclosed as **Annexure "C"**.

8. That defendant No. 3 has no lawful authority to disobey the orders passed by General Manager Railways and defendant No. 1 dated 20.07.2014, hence the allotment of quarter No. 41/180 in favour of Samual Pitras by defendant No. 3 is illegal and without lawful authority and hence is liable to be canceled, consequently the notice issued by defendant No. 4 is also liable to be canceled.

9. That the cause of action for the suit arose firstly on 04.07.2014 when Medical Superintendent, Mughalpura Division granted no objection certificate for the allotment of quarter under reference secondly on 12.07.2014 when DS, LHR passed order for issuance of allotment notice on 20.07.2014 on the recommendation of General Manager finally on 30.08.2014 when defendant No. 4 issued notice for vocation of quarter under reference.

10. That the quarter under reference is situated in Lahore, parties are also resident of Lahore, cause of action also arose at Lahore hence this learned court has got jurisdiction to adjudicate upon the matter.

11. That the value of the suit is affixed at Rs. 5000/- for the purposes of court fee and jurisdiction. No court fee is required to be affixed on the plaint on this suit value under the law.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants declaring the order passed by defendant No. 3 to be illegal and without lawful authority and same be set aside.

It is further prayed that the order passed by defendant No. 4 may also be declared as illegal and without lawful authority and the same may also be sat aside.

It is further prayed that till the final adjudication of the suit the petitioner may not be dispossessed.

Any other relief this learned court which may deem fit and proper also be granted.

Plaintiffs

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(PERVAIZ RASOOL BASRA)
Advocate High Court

(MIRZA ZULFIQAR RAHI)
Advocate High Court

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 17th day of September, 2014 that the contents of the plaint from para 1 to 8 are true and correct to the best of my knowledge and those of para 09 to 11 are true and correct to the best of my belief.

Plaintiffs

IN THE COURT OF LEARNED CIVIL JUDGE, LAHORE

Civil Suit No. _____ /2014

Mst. Shahnaz Versus DS Railway etc.

(Suit for declaration and permanent injunction with consequential relief)

APPLICATION

Under Order 39 Rule 1 & 2 for interim relief

Respectfully Sheweth:-

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in their favour and there is every-lielihood of their ultimate success.
3. That the balance of the convenience as well as inconvenience is in favour of petitioner.
4. That if the relief, as prayed for, is not granted, the petitioner would sustain huge irreparable loss, injury, inconvenience, hardship and would be humiliated.

PRAYER

It is therefore, most respectfully prayed that the order of defendant No. 3 and order of defendant No. 4 dated 30.08.2014 may kindly be suspended till the final decision of the suit.

Any other relief this learned court which may deem fit and proper also be granted.

Petitioner

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Mst. Shahnaz Versus DS Railway etc.

(Suit for declaration and permanent injunction with consequential relief)

AFFIDAVIT OF Mst. Shahnaz Widow of Amin Najam R/o House No. 41, Block 180,
Christen Colony Jeckab Road, Ghari Shahu, Lahore.

The above named deponent do hereby solemnly affirm and declare as under: -

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in their favour and there is every-lielihood of their ultimate success.
3. That the balance of the convenience as well as inconvenience is in favour of petitioner.
4. That if the relief, as prayed for, is not granted, the petitioner would sustain huge irreparable loss, injury, inconvenience, hardship and would be humiliated.

Deponent

VERIFICATION

Verified on oath at Lahore this 17th day of September, 2014 that the contents of the affidavit are true to the best of my knowledge and belief.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, FEROZWALA DISTRICT
SHEIKHUPURA

Civil Suit **/2017**

Muhammad Shafique S/o Muhammad Saddique R/o House No. 8, Street No. 20,
Muhallah 32 Empress Park Bibi Pak Daman, Lahore.

Plaintiff

Versus

1. Muhammad Saddique S/o Muhammad Ismail
2. Mst. Balqeesh W/o Muhammad Saddique.
3. Sidra Noor D/o Muhammad Saddique

4. Sadia Noor D/o Muhammad Saddique

All R/o House No. 8, Street No. 20, Muhallah 32 Empress Park Bibi Pak Daman, Lahore.

Defendants

SUIT **FOR CANCELLATION OF SALE DEEDS AND PERPETUAL INJUNCTION**

Respectfully Sheweth: -

1. That the defendant No. 1 is real father, defendant No. 2 is step mother and defendants No. 3, 4 are step sisters of Plaintiff.

2. That the plaintiff and defendant No. 1 have been running joint family business of carpets under the name and style "Haji Saddique Carpets" at above given address which is a three storey building. Plaintiff and defendants were residing at second floor while on the ground floor and the first floor had established a shop. The above said house is at the name of plaintiff and defendant No. 1.

3. That for the purpose of expanding above said business, plaintiff invested a lot of money and for said purpose plaintiff sold his plot measuring 10 Marlas bearing Khewat No. 543 Khatoni No. 807, Muraba No. 62, Qila No. 21 situated at

Mauza Ferozwala District, Sheikhupra in consideration of Rs. 690,000/- in 2009.

Another property measuring 4 Marla bearing plot No. 2/11 Street No. 9-B, Rachna

Town Hadbast, Ferozwala District Sheikhupra in consideration of Rs. 13,00,000/-.

4. That the plaintiff had business relations with one Muhammad Hanif. During the course of business plaintiff provided Muhammad Hanif carpets worth more than 10 Million. said Muhammad Hanif, instead of paying said amounts in cash to the plaintiff, just to save huge expences on registration of sale deed, executed General Power of Attorney in favour of defendant No. 2 (real father of plaintiff) who sold said two plots measuring 5 Marlas 2 Sarsai each situated at Mauza Ferozwala, District Sheikhupura. Who subsequently sold out those plots in consideration of Rs. 790,000/- each, therefore, total consideration Rs. 15,80,000/- according to sale deed which were in fact sold in consideration of Rs. 11 Million and instead of giving the said amount to the plaintiff, defendant No. 2 kept the said amount with himself fraudulently and use the above said amount Rs. 11 Million in purchasing properties, hereinafter referred to as the suit properties:

- i) Plot measuring 12 Marlas bearing Khewat No. 517, Khatoni No. 521, Muraba No. 65, Qila No. 3/1, Situated at Rahim Town, Ferozwala District Sheikhupura. (in the name of defendant No. 2)

- ii) House measuring 4 Marlas Situated at Makan Sher Khalid Town, Hadbast Mauza Ferozwala. (in the name of defendant No. 3)
- iii) Plot measuring 6 Marlas Situated Hadbast Mauza Ferozwala Sheikhupra. (in the name of defendant No. 4)
- iv) Plot measuring 4-1/2 Marlas Situated at Rachna Town, Ferozwala (in the name of defendant No. 1)
- v) Land measuring 6-S Situated at Rachna Town, Ferozwala (in the name of defendant No. 1)
- vi) Land measuring 8-S Situated at Mauza Ferozwala, District Sheikhupura (in the name of defendant No. 1)

5. That the plaintiff has asked defendant No. 1 regarding above said fraudulent act then defendant No. 1 who is real father of plaintiff explain the plaintiff that he has done so to just to avoid different taxes.

6. That in fact defendant No. 1 purchased the suit properties on the name of defendants fraudulently out of plaintiff's money and defendants are not legitimate owners of the suit properties.

7. That the elders members of the family are well aware for all the above stated facts and have held various sittings (Punchiat) to resolve the dispute and during the said punchait proceedings defendant No. 1 have assured that he will transfer the suit properties to the plaintiff but subsequently he had backed out from his assurance.

8. That now plaintiff has got the solid information from reliable sources that defendants are going to sell the above stated properties, which have been made out from the money earned business of plaintiff, which defendants have no right to sell and in case they sell the above said properties the plaintiff will suffer irreparable loss.

9. That the plaintiff has approached the defendants so many times for transfer of the suit properties in the name of the plaintiff but defendants flatly refused to accede the genuine request of the plaintiff, hence this suit.

10. That the cause of action in favour of plaintiff and against the defendants firstly arose in the year 2013 when the plaintiff provided carpets to Muhammad Hanif worth Rs. 11 Million, secondly on 22.04.2013 when Muhammad Hanif executed a General Power of Attorney in favour of defendant No. 1, thirdly on

03.09.2014 when defendant No. 1 sold the suit properties and instead of paying the sale proceeds to the plaintiff, purchased properties as explained at para 4 above and finally when plaintiff approached the defendants for transfer of the suit properties in the name of the plaintiff but defendants flatly refused to accede to the genuine request of the plaintiff.

11. That the suit property situated at Ferozwala, therefore this learned court got the jurisdiction to adjudicate upon the matter.

12. That the value of suit is fixed Rs. 11 Million and prescribed court of Rs. 15000/- is affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of plaintiff and against the defendants and the following:

- i) Plot measuring 12 Marlas bearing Khewat No. 517, Khatoni No. 521, Muraba No. 65, Qila No. 3/1, Situated at Rahim Town, Ferozwala District Sheikhupura. (in the name of defendant No. 2)
- ii) House measuring 4 Marlas Situated at Makan Sher Khalid Town, Hadbast Mauza Ferozwala. (in the name of defendant No. 3)

- iii) Plot measuring 6 Marlas Situated Hadbast Mauza Ferozwala Sheikhupra. (in the name of defendant No. 4)
- iv) Plot measuring 4-1/2 Marlas Situated at Rachna Town, Ferozwala (in the name of defendant No. 1)
- v) Land measuring 6-S Situated at Rachna Town, Ferozwala (in the name of defendant No. 1)
- vi) Land measuring 8-S Situated at Mauza Ferozwala, District Sheikhupura (in the name of defendant No. 1)

It is further prayed that the defendants may kindly be restrained by way of perpetual injunction not to alienate the properties to any other person in any manner whatsoever.

Any other relief this learned court which may deem fit and proper also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(AAMIR REHMAN KHARL)
Advocate

RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 26th day of January that the contents of the plaint from para 1 to 9 are true and correct to the best of my knowledge and those of para 10 to 12 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, FEROZWALA DISTRICT SHEIKHUPURA

Civil Suit **/2017**

Muhammad Shafique Versus Muhammad Saddique

APPLICATION U/O 39 Rule 1 & 2 CPC for grant of temporary Injunction

Respectfully Sheweth:-

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in his favour and there is every-lielihood of his ultimate success.
3. That the balance of convenience as well as inconvenience is in favour of petitioner.
4. That if temporary injunction, as prayed for, is not granted, the petitioner would sustain huge irreparable loss and injury.

PRAYER

It is therefore, most respectfully prayed that the defendants may kindly be restrained by way of temporary injunction not to alienate the properties to any other person in any manner whatsoever.

Any other relief this learned court which deems fit and proper may also be granted.

Petitioner

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, FEROZWALA DISTRICT SHEIKHUPUR

Civil Suit **/2017**

Muhammad Shafique Versus Muhammad Saddique

AFFIDAVIT OF Muhammad Shafique S/o Muhammad Saddique R/o House No.
8, Street No. 20, Muhallah 32 Empress Park Bibi Pak Daman,
Lahore.

The above named deponent do hereby solemnly affirm and declare as
under: -

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in his favour and there is every-lielihood of his ultimate success.
3. That the balance of convenience as well as inconvenience is in favour of petitioner.
4. That if the relief, as prayed for, is not granted, the petitioner would sustain huge irreparable loss and injury.

Deponent

VERIFICATION

Verified on oath at Lahore this 26th day of January, 2017 that the contents of the affidavit are true to the best of my knowledge and belief.

Deponent

**IN THE COURT OF SENIOR CIVIL JUDGE, FEROZWALA DISTRICT
SHEIKHUPURA**

Muhammad Shafique Versus Muhammad Saddique

(Suit for cancellation of sale deeds and perpetual injunction)

APPLICATION

Under Order 6 Rule 17 CPC for amending the plaint

Respectfully Sheweth: -

1. That the plaintiff filed the titled suit for cancellation of sale deeds and perpetual injunction but the prayer clause of the plaint could not be correctly typed, due to inadvertence.

2. That through the instant application, the prayer clause of the plaint is sought to be amended to the effect that after the word defendants "**cancelling the following sale deeds**" is required to be added to read the opening para of the prayer clause as under:

"It is therefore most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants **cancelling the following sale deeds**"

3. That the proposed amendment is necessary for the proper adjudication of the suit and the opposite party is not likely to be prejudice if the proposed amendment is allowed. Further the proposed amendment would not change the nature of the suit.

4. That this learned court has got ample powers to allow amendment in the plaint at any stage of the suit.

PRAYER

It is, therefore, most respectfully prayed that this application may kindly be allowed and the amendment in the plaint has proposed at para 3 of this application.

Petitioner

Through Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, FEROZWALA DISTRICT
SHEIKHUPURa

Muhammad Shafique Versus Muhammad Saddique

AFFIDAVIT OF Muhammad Shafique S/o Muhammad Saddique R/o House No. 8, Street No. 20, Muhallah 32 Empress Park Bibi Pak Daman, Lahore.

The above named deponent do hereby solemnly affirm and declare as under: -

1. That the plaintiff filed the titled suit for cancellation of sale deeds and perpetual injunction but the prayer clause of the plaint could not be correctly typed, due to inadvertence.
2. That through the instant application, the prayer clause of the plaint is sought to be amended to the effect that after the word defendants "**canceling the following sale deeds**" is required to be added to read the opening para of the prayer clause as under:

"It is therefore most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants **canceling the following sale deeds**"

3. That the proposed amendment is necessary for the proper adjudication of the suit and the opposite party is not likely to be prejudice if the proposed

amendment is allowed. Further the proposed amendment would not change the nature of the suit.

4. That this learned court has got ample powers to allow amendment in the plaint at any stage of the suit

Deponent

VERIFICATION

Verified on oath at Lahore this _____ day of January, 2018 that the contents of the affidavit are true to the best of my knowledge and belief.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. _____ /2017

1. Muhammad Aslam
2. Muhammad Arshad

Both sons of Muhammad Asghar R/O Street Haji Abdullah wali, Ward No. 4,
Raiwind Tehsil District Lahore.

Plaintiffs

Versus

1. Public at large
2. Mst. Nazira Begum (widow)
3. Muhammad Saleem (son)
4. Muhammad Nadeem (son)
5. Shamim Ahkthar (Daughter)
6. Nasreen Asghar (Daughter)

Of Muhammad Asghar R/O street Haji Abdullah wali, Ward No. 4, Raiwind Tehsil
District Lahore.

Defendants

SUIT FOR DECLARATION

Respectfully Sheweth: -

1. That Mr. Muhammad Asghar was owner of two properties i.e. (i) a shop bearing property No. 14 situated at Mandi Raiwind District Lahore (ii) a house measuring 2.5 Marla, Ward No 3 (presently Ward No. 8) situated at Mandi Raiwind District Lahore, hereinafter referred to as the suit property. Copies of two sale deeds are enclosed as **Annexure "A" and "B"** respectively.

2. That Mr. Muhammad Asghar died on 22-04-2014 leaving behind the following legal heirs:

- a) Mst. Nazira Begum (widow)
- b) Muhammad Aslam (son)
- c) Muhammad Arshad (son)
- d) Muhammad Saleem (son)
- e) Muhammad Nadeem (son)
- f) Shamim Akhtar (Daughter)
- g) Nasreen Asghar (Daughter)

A copy of Death certificate is enclosed as **Annexure "C"**.

3. That the plaintiffs approached the relevant authorities to incorporate the names of legal heirs of deceased Mr. Muhammad Asghar in the relevant record as his legal heirs who have advised the plaintiffs to get a declaratory decree from a competent court of law.

4. That the cause of action for the suit arose, firstly on 22-04-2014 when predecessor-in-interest of plaintiffs and defendant No. 2 – 6 died and finally a week ago when plaintiffs approached the relevant authorities to incorporate the names of legal heirs of deceased Mr. Muhammad Asghar in the relevant record as his legal heirs who have advised the plaintiffs to get a declaratory decree from a competent court of law.

5. That the suit property is situated within the district of Lahore, hence this learned court has got the jurisdiction to adjudicate upon the matter.

6. That the value of suit is fixed Rs. 5000/- . No court fee is required to be affixed upon the plaint under the law on the said suit value.

PRAYER

It is, therefore, most respectfully prayed that a decree may kindly be passed declaring that plaintiff and defendant No. 2 – 6 are legal heirs of Mr. Muhammad Asghar and they have become owners of the suit property by operation of law.

Any other relief this learned court which may deem fit and proper also be granted.

Plaintiffs

Through

(ATIF MOHTASHIM KHAN)
Advocate High Court

(NAQQASH SHAHID KHOKHAR)
Advocate

RUZAKS LAW CONSULTANTS
10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this 17th day of June, 2017 that the contents of the plaint from para 1 to 3 are true and correct to the best of my knowledge and those of para 4 to 6 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No._____/2013

1. Sh. A. M. S/o N. D.
2. A. R. S/o N. D.
3. A. K. D/o Sh. N. D.,
All residents of Lahore
Through special attorney Sh. M. I. S/o A. M., Lahore
Plaintiffs

Versus

1. Public At Large
2. Excise and Taxation Department through its Director, Lahore
3. M. A. J. K.
4. M. B. J. K.
All son and daughter of J. F. K., Lahore
5. M. S. A. (deceased) represented by legal heirs:
 - a) Mrs. S. S. (Widow)
 - b) N. S. (Daughter)
 - c) U. S. (Daughter)
 - d) L. S. (Daughter)
 - e) N. S. (Daughter)
 - f) B. S. (Daughter)
 - g) A. S. (Son)
- h) M. A. S. (deceased) represented by legal heirs:
 - i) Mst. R. (Widow)
 - ii) A. F. S. (Son) Minor
 - iii) T. S. (Son) Minor
- All legal heirs of M. S. A., Lahore
6. M. A. S/o A. A., Lahore
7. A.-u.-R. S/o Late N. D., Deceased
 - i. T. A. son of A.-u.-R.

- ii. Z. A. son of A.-u.-R.
Legal heirs of A.-u.-R., Lahore
 - 8. Mst. S. K. D/o N. D. (deceased)
 - i) N.
 - ii) M. N.
Legal heirs of S. K.
 - 9. Mst. A. H. D/o N. D. (deceased)
 - i) S.
Legal heir of Mst. A. H.
 - 10. Mst. M. K.
 - i) M. Z.
 - ii) A.
Legal heirs of M. K., Lahore
- Defendants

SUIT FOR DECLARATION AND PERMANENT INJUNCTION

Respectfully Sheweth:

1. That property No. S-50-R-33, Hall Road, Lahore, now changed to S-50-R-43 by the Excise and Taxation Department, was transferred in favor of Late Sh. N. D., predecessor-in-interest of the plaintiffs and defendants No. 7 to 10, vide order dated 1962 of the Deputy Settlement Commissioner, hereinafter referred to as the suit property. Now the suit property is in possession of defendant No. 6 and bonded as under:
 - o East: Lane
 - o West: Hall Road, Lahore
 - o North: Shop in possession of Shakeel Ahmed
 - o South: Shop in possession of Maqsood Ahmed
2. That the Additional Settlement Commissioner vide his order dated 1969 set aside the order of Deputy Settlement Commissioner dated 1962.
3. That the legal heirs of Sh. N. D. (deceased) and predecessor-in-interest of defendants No. 3 to 4 filed a revision petition before the Settlement Commissioner against the order of the Additional Settlement Commissioner.
4. That the Settlement Commissioner accepted the revision petition of the legal heirs of Sh. N. D. (Plaintiffs and defendants No. 7 to 10) and issued PTO No. 524679 dated 1970. The Settlement Commissioner issued another TO No. 16386 dated 1982.
5. That the suit property was in physical possession of the predecessor-in-interest of defendant No. 3 and 1.
6. That taking undue advantage of possession, defendants No. 3 and 4 tried to alienate the suit property in favor of defendant No. 5 illegally and without lawful authority.
7. That when it came to the knowledge of the plaintiffs that defendants No. 3 and 4 are trying to get a sale deed registered in favor of defendant No. 5, the plaintiffs

immediately approached the concerned Sub-Registrar and brought it to his knowledge that plaintiffs are the lawful owners of the suit property and defendants No. 3 and 4, who are not legal owners of the suit property, are trying to illegally get the sale deed registered. The said Sub-Registrar accordingly disallowed the registration of the sale deed, which was to be executed by defendants No. 3 and 4 in favor of defendant No. 5.

8. That the defendants No. 3 and 4 filed an appeal before D.O. Revenue against the order of the Sub-Registrar refusing to register the sale deed. The said appeal was dismissed vide order dated 2005.
9. That the plaintiffs submitted an application to ETO of Hall Road, Lahore, praying that the suit property may be transferred in favor of the plaintiffs and defendants No. 7 to 10.
10. That it is pertinent to mention here that after submission of the application by the plaintiffs to the ETO, defendant No. 5 died. After the death of defendant No. 5, his son M. A. S. also died. After the death of M. A. S., his widow Mst. R. (defendant No. 5-1) illegally delivered possession of the suit property to defendant No. 6 without any lawful authority.
11. That in pursuance of the issuance of TO NO. 16386 dated 1982 issued by the Settlement Commissioner, plaintiffs have become entitled to the transfer of the suit property in their favor. For this purpose, the plaintiffs submitted an application to the ETO of Hall Road, Lahore, for the transfer of the suit property in their favor, but no action was taken, hence this suit.
12. That the cause of action for the suit arose in favor of the plaintiffs in 1982 when the TO was issued by the Settlement Commissioner in favor of the plaintiffs, and the same is continuing.
13. That the suit property is situated in Lahore; hence this learned court has jurisdiction to adjudicate upon the matter.
14. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- . No court fee is required to be affixed on the plaintiff under the law.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed, declaring that the plaintiffs and defendants No. 7 to 10 are the legal owners and entitled to the transfer of the suit property in their favor in pursuance of the TO. No. 16386 dated 1982, and defendant No. 2 may kindly be directed to transfer the suit property in favor of the plaintiffs and defendants No. 7 to 10.

It is further prayed that defendants No. 3 to 6 may kindly be restrained by way of a permanent injunction from alienating the suit property to any other person in any manner whatsoever.

Any other relief which may be deemed proper under the circumstances of the case may also be granted.

Plaintiffs

Through

(A. M. K.)

Advocate High Court

(M. Z. R.)

Advocate High Court

Ruzaks Law Consultants
Lahore

VERIFICATION

Verified on oath at Lahore on this ___ day of ___, 2013, that the contents of paras 01 to 11 are correct and true to the best of my knowledge and belief, and those of paras 12 to 14 are believed to be true on information received.

Plaintiffs

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit /2017

Y. S. S/o T. M. R/o Lahore

Plaintiff

Versus

1. **S. M. S/o S. M.**

2. **S. M. S/o S. M.**

Both R/o Lahore

Defendants

SUIT FOR POSSESSION THROUGH SPECIFIC PERFORMANCE OF VERBAL AGREEMENT

Respectfully Sheweth:

1. That the concise facts giving rise to the filing of the instant suit are that the defendant No. 1 is the father of defendant No. 2, and defendant No. 1 is the paternal uncle (Taya) of the plaintiff.

2. That the plaintiff and defendant No. 2 jointly owned the property/house measuring 6 Marlas bearing Khewat No. 46 Khatooni No. 160 and 161 Salam Khata Qitat 10 total land 51 Kanal transferable share 6/1020 vide registered Sale deed bearing document No. 2130 Bahi No. 1 Jild No. 2018 dated **2015** Sub-Registrar Aziz Bhatti Town **Lahore Cantt** situated at Hadbast Moaza **Lahore** and defendant No. 1 owned the property/house measuring 6 Marla 112.5 Sq.ft. bearing Khasra No. 796 Khewat No. 12, Khatooni No. 33 total land 6 Kanal 13 Marla transferable share 13/266 vide registered sale deed bearing document No. 9751 Bahi no. 1 Jild No. 681 dated **2005** Sub-Registrar Aziz Bhatti Town **Lahore Cantt** situated at Hadbast Moaza **Lahore**, hereinafter referred to as the suit property. Copies of sale deeds are enclosed as Annexure "A" and "A/1".
3. That the plaintiff and defendants are living in the house which is jointly owned by plaintiff and defendant No. 2. One Year ago, defendants wanted to sell their share in the property because defendants wanted to construct their own house on another plot which is owned by defendant No. 1.
4. That in the month of **December 2016**, plaintiff and defendants arrived at a verbal agreement in presence of Mr. _____ and Mr. _____ to the effect that the plaintiff will construct a house on the plot which is owned by the defendant No. 1 from his own pocket, in this regard, defendant No. 2 withdrew his right of share in the house which is jointly owned by plaintiff and defendant No. 2. Plaintiff and defendants are close relatives, therefore, there was a relation of mutual trust and confidence on each other that is why the verbal agreement was not reduced into writing.
5. That according to the aforementioned verbal agreement plaintiff constructed the house on the plot measuring 6 Marla 112.5 Sq.ft. from his own pocket and invested Rs. 600,000/- on the said construction. Copies of receipts showing purchase of building material and other different items relating to construction are enclosed as Annexure "B".
6. That a month ago, plaintiff came to know that the defendants intend to sell the suit property to any third party in violation of aforementioned verbal agreement between the parties that defendant No. 2 shall surrender his rights in the suit property in view of investment made by the plaintiff on the aforementioned property owned by defendant No. 1. The plaintiff asked the defendants not to sell the suit property but to no effect.

7. That in view of the above-mentioned verbal agreement between the parties, defendant No. 2 made himself legally bound to surrender his rights in the property owned by him in favor of the plaintiff but now defendants are adamant to sell the suit property to a third person in sheer violation of the above-stated verbal agreement between the parties.
8. That the cause of action for the suit arose firstly in **December 2016** when the verbal agreement was arrived at between plaintiff and defendants that defendant No. 2 shall surrender his rights in the suit property in view of investment which was to be made by the plaintiff on the aforementioned property owned by defendant No. 1, secondly on **23 August 2017** when the plaintiff completed construction of the house on the plot owned by defendant No. 1, thirdly one month ago the plaintiff came to know that defendants are trying to sell the suit property and finally a week ago when defendants refused to accede to the genuine request of the plaintiff not to sell the suit property in violation of the verbal agreement which is continuing.
9. That the suit property is situated in **Lahore**, therefore, this learned court has got the jurisdiction to adjudicate upon the matter.
10. That the valuation of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 40,00,000/- Prescribed court fee will be affixed on the plaint as and when this learned court may be pleased to direct.

PRAYER

It is therefore, most respectfully prayed that the suit may kindly be decreed in terms of verbal agreement i.e. that defendant No. 2 withdrew his right in the property which is jointly owned by plaintiff and defendant No. 2 in favor of the plaintiff and directing the defendants to perform their part of the agreement and execute the sale deed in favor of the plaintiff in respect of his share in the property jointly owned by the plaintiff and defendant No. 2 and also directing the defendant No. 2 to hand over vacant possession of his share in the property as aforesaid.

It is further prayed that the defendants may kindly be restrained permanently to hand over possession and to alienate the suit property to any third party.

Any other relief which this court deems fit and appropriate may kindly be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

(AAMIR REHMAN KHARL)

Advocate High Court

RUZAKS LAW CONSULTANTS

10-A Turner Road, **Lahore**

VERIFICATION

Verified on oath at **Lahore** this ____ day of **November, 2017** that the contents of the plaint from para 1 to 7 are true and correct to the best of my knowledge and those of para 8 to 10 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit /2017

Y. S. Versus S. M. etc.

APPLICATION U/O 39 Rule 1 & 2 CPC for grant of Interim Injunction

Respectfully Sheweth:

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in his favor and there is every likelihood of his ultimate success.
3. That the balance of convenience as well as inconvenience is in favor of the petitioner.
4. That if a temporary injunction, as prayed for, is not granted, the petitioner would sustain a huge irreparable loss, injury, inconvenience, hardship and would be humiliated and in the said event the suit will be rendered infructuous.

PRAYER

It is therefore, most respectfully prayed that by way of temporary injunction the respondents may kindly be restrained from alienating the suit property till the final decision of the suit.

Any other relief this learned court which deems fit and proper may also be granted.

Petitioner

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit /2017

Y. S. Versus S. M. etc.

AFFIDAVIT OF Y. S. S/o T. M. R/o Lahore

The above-named deponent does hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in his favor and there is every likelihood of his ultimate success.
3. That the balance of convenience as well as inconvenience is in favor of the petitioner.
4. That if a temporary injunction, as prayed for, is not granted, the petitioner would sustain a huge irreparable loss, injury, inconvenience, hardship and would be humiliated and in the said event the suit will be rendered infructuous.

Deponent

VERIFICATION

Verified on oath at **Lahore** this 30th day of **October, 2017** that the contents of the affidavit are true to the best of my knowledge and belief.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit /2016

S.K.A. (W/o R.A.A.) R/o M.M.A., C.S.S., District C. Plaintiff
Versus

1. Public at large

2. R.S.A.
3. R.B.A.
4. R.T.A.
All sons of R.A.A. R/o C.S.S., District C.
5. M/S Sukh Chayn Garden, Multan Road, Lahore through its Chairman Mr. S.A. Defendants

SUIT FOR DECLARATION

Respectfully Sheweth: -

1. That R.A.A. was owner of a house No. 33-G, Street No. 2, Block G, Sukh Chayn Garden, Multan Road, Lahore, hereinafter referred to as the suit property.
2. That R.A.A. died in 2013 leaving behind the following legal heirs: a) S.K.A. (widow) b) R.S.A. (son) c) R.B.A. (son) d) R.T.A. (son) A copy of Death certificate is enclosed as Annexure "A".
3. That it is pertinent to mention here that late R.A.A. had two wives, namely, _____ & S.K.A. He had three sons/defendants No. 2 - 4 from his first wife. His second wife Mst. S.K.A. (plaintiff) is issueless.
4. That during his lifetime R.A.A. had rented out the suit property and he himself used to receive the rent from the tenants. After his death, defendants No. 2 – 4 started receiving the rent from the tenants with effect from 2013.
5. That the plaintiff is entitled to receive her share in the rent received by defendants No. 2 - 4 to the extent of 1/4th.
6. That soon after the death of R.A.A., the plaintiff requested defendants No. 2 – 4 to join hands with the plaintiff for taking legal steps for getting a declaratory decree in favour of legal heirs and also for partitioning of the suit property determining shares of all the legal heirs of R.A.A. but defendants No. 2 – 4, firstly put off the matter on one pretext or the other and ultimately flatly refused to accede to genuine respect of the plaintiff. Hence this suit.
7. That the cause of action in favour of plaintiff and against the defendants arose, firstly in 2013 when predecessor in interest of plaintiff and defendants No. 2 – 4 died and finally a week ago when defendants No. 2 – 4 flatly refused to take any legal step for getting a decree from a competent court of law for declaration that plaintiff and defendants No. 2 – 4 are legal heirs of late R.A.A.
8. That the suit property is situated within the district of Lahore, hence this learned court has got the jurisdiction to adjudicate upon the matter.
9. That the value of suit is fixed Rs. 5000/- No court fee is required to be affixed upon the plaint under the law on the said suit value.

PRAYER

It is, therefore, most respectfully prayed that a decree may kindly be passed declaring that plaintiff and defendants No. 2 – 4 are legal heirs of R.A.A. and have become owners of the suit property by operation of law.

It is further prayed that defendants may kindly be ordered to deposit mesne profit i.e. the total amount of rent amounting to Rs. _____ (@ Rs. 100,000/- per month) received by defendants No. 2 – 4 from tenants in occupation of the suit property w.e.f. 2013 till today.

It is further prayed that defendants No. 2 – 4 may further be ordered to deposit future monthly rent to enable this learned court to pass an appropriate order regarding distribution of said amount amongst the legal heirs of R.A.A.

Any other relief this learned court which may deem fit and proper also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN) (AAMIR REHMAN KHARL)

Advocate High Court Advocate

RUZAKS LAW CONSULTANTS

10-A Turner Road, Lahore

VERIFICATION

Verified on oath at Lahore this _____ day of November, 2016 that the contents of the plaint from para 1 to 6 are true and correct to the best of my knowledge and those of para 7 to 9 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit /2016

S.K.A. Versus Public at large etc.

APPLICATION U/O 39 Rule 1 & 2 CPC for grant of Interim Injunction

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in her favour and there is every likelihood of her ultimate success.
3. That the balance of convenience as well as inconvenience is in favour of petitioner.
4. That if temporary injunction, as prayed for, is not granted, the petitioner would sustain huge irreparable loss, injury, inconvenience, hardship and would be humiliated.

PRAYER

It is therefore, most respectfully prayed that by way of temporary injunction the respondents may kindly be restrained from _____ the petitioner from the suit property till the final decision of the suit.

Any other relief this learned court which deems fit and proper may also be granted.

Petitioner

Through

(ATIF MOHTASHIM KHAN)

Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit /2016

S.K.A. Versus Public at large etc.

AFFIDAVIT OF S.K.A. (W/o R.A.A.) R/o M.M.A., C.S.S., District C.

The above named deponent do hereby solemnly affirm and declare as under: -

1. That the petitioner has filed the titled suit before this honorable court. The averments of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got a prima-facie arguable case in her favour and there is every likelihood of her ultimate success.
3. That the balance of convenience as well as inconvenience is in favour of petitioner.

4. That if the relief, as prayed for, is not granted, the petitioner would sustain huge irreparable loss, injury, inconvenience, hardship and would be humiliated.

Deponent

VERIFICATION

Verified on oath at Lahore this _____ day of November, 2016 that the contents of the affidavit are true to the best of my knowledge and belief.

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Civil Suit No. /2016

M.W.M. Wife of W.H.M. Daughter of I.U., R/o Lahore. Plaintiff

Versus

1. Public at large.
2. H.R. S/o I.U., R/o Lahore.
3. I.I. S/o I.U., R/o Lahore.
4. S.I. S/o I.U., R/o Lahore.

Defendants

SUIT FOR DECLARATION

Respectfully Sheweth: -

1. That plaintiff and defendants No. 2 to 4, are the daughter and sons of I.U.
2. That late I.U. was owner of property in Gulberg Lahore. A copy of the sale deed is enclosed as Annexure "A".
3. That I.U. died in 2003. A copy of the death certificate is enclosed as Annexure "B".
4. That plaintiff and defendant No. 2 to 4, are the legal heirs of late I.U. There is no other legal heir of late I.U. except plaintiff and defendant No. 2 to 4. Late I.U. had only one wife (mother of plaintiff and defendant No. 2 to 4) who has also died. A copy of her death certificate is enclosed as Annexure "C".

5. That the plaintiff, through the instant suit, seeks the declaration from this learned court to the effect that plaintiff and defendant No. 2 to 4 are the legal heirs of late I.U. and by operation of law have become the owners of the suit property.
6. That the plaintiff requested defendant No. 2 to 4 to join hands with the plaintiff to file a suit for declaration but no effect, hence this suit.
7. That cause of action for the suit arose firstly when Miss Anayat Ali Muhammad sold the suit property to the father of plaintiff and defendant No. 2 to 4, secondly when Mr. I.U. passed away, thirdly when mother of plaintiff and defendant No. 2 to 4 died and finally a week ago when plaintiff asked defendant No. 2 to 4 to join hand with the plaintiff for getting a declaratory decree from a competent court of law to the effect that plaintiff and defendant No. 2 to 4 are the legal heirs of late I.U. and as a legal consequence co-owners of the suit property.
8. That the suit property is situated at Lahore. Parties also reside at Lahore hence this learned court has got the jurisdiction to adjudicate upon the matter.
9. That the value of the suit for the purposes of the court fee and the jurisdiction is fixed at Rs. 5000/- . No court fee is required to be affixed on the plaint under the law.

PRAYER

It is, therefore, most respectfully prayed that a declaratory decree may kindly be passed to the effect that plaintiff and defendant No. 2 to 4 are the legal heirs of late Mr. I.U. and by operation of law plaintiff and defendant No. 2 to 4 have become the owners of the suit property.

Any other relief which deems fit and proper may also be granted.

Plaintiff

Through

(ATIF MOHTASHIM KHAN) (NAQQASH SHAHID KHOKHAR)
Advocate High Court Advocate

RUZAKS LAW CONSULTANTS
Lahore

VERIFICATION

Verified on oath at Lahore this 4th day of January, 2016 that the contents of the plaint from para 1 to 6 are true and correct to the best of my knowledge and those of para 7 to 9 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

SUIT NO. /2019

A.I.

PLAINTIFF

Versus

- 1.
- 2.

DEFENDANTS

SUIT FOR PERMANENT INJUNCTION.

Respectfully Sheweth: -

1. That the plaintiff is the lawful owner of land measuring 2K-0M-58Sqft bearing Khata No. 464 to 469, Khatooni No. 119/99 situated within revenue Estate of Ameerpara, Tehsil Raiwind, Lahore through registered sale deed bearing document No. 2419, Bahi No. 1, Book No. 8058 dated 16.02.2019 registered with Sub Registrar Nishtar Town, Lahore. The sale deed has also been incorporated in the revenue record through mutation No. 1897 in favour of the plaintiff. Copy of the mutation is attached as ANNEXURE "A".
2. That the plaintiff is lawful owner in possession of the suit property. The defendants have no right or justification to cause any sort of hindrance or disturbance in the possession of the plaintiff over the suit property in any manner whatsoever.

3. That it is a course/habit of the defendants to occupy properties owned by others through show of illegal force and through their gundas and thereafter purchase the same property in a minimum price. Likewise, the defendants started their efforts to occupy the suit property a month ago and unloaded some bricks etc at the suit property. The plaintiff seeing the defendants with others at the suit property, questioned them about their presence there, the defendants replied that they being the owners of the said property have taken the possession of the same. The plaintiff requested the defendants that he has purchased the suit property and they have no concern with the suit property, upon which the defendants left the suit property while extending threats of dire consequences.
4. That two weeks ago, defendants along with some ghunda elements, all armed with deadly weapons once again came at the suit property and tried forcibly and illegally to dispossess the plaintiff from the suit property but due to timely intervention of the respectable of the vicinity, they could not succeed in their nefarious designs. The defendants fled away from the suit property while extending threats of dire consequences to the plaintiff that they will come again and will dispossess the plaintiff from the suit property.
5. That cause of action for the suit arose firstly on 16.02.2019 when plaintiff purchased the land measuring 2K-0M-58SqFt, secondly a month ago when the defendants unloaded building material at the suit property, thirdly two weeks ago when the defendants illegally and unlawfully tried to dispossess the plaintiff from the suit land and finally on 03.05.2019 when the plaintiff approached the defendants to refrain from interfering into the peaceful possession of plaintiff over the suit land, which they flatly refused to accede, hence the same is still accruing in favour of the plaintiff.
6. That the suit property is situated at Lahore, hence this learned court has got jurisdiction to try this suit.
7. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 20,000/- and appropriate court fee has been affixed on the plaint.

PRAYER

It is, therefore, most respectfully prayed that the suit may kindly be decreed in favour of the plaintiff and against the defendants restraining the defendants by way of permanent injunction from interfering into the peaceful possession of the plaintiff over the suit property.

It is further prayed that defendants may kindly be restrained through injunctive order from dispossessing the plaintiff illegally and unlawfully from the suit property in any manner whatsoever.

Any other relief which this learned court may deem fit and proper under the circumstances of the case may also be granted.

PLAINTIFF

Through;

(ADVOCATE)

Advocate High Court

Ruzaks Law Consultants

Lahore

VERIFICATION

Verified on oath at Lahore this 4th day of May, 2019 that the contents of the plaint from para 1 to 9 are true and correct to the best of my knowledge and those of para 10 to 12 are true and correct to the best of my belief.

Plaintiff

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2019.

A.I.

Versus

.....etc.

(Suit for permanent injunction)

APPLICATION UNDER ORDER 39 RULE 1 & 2 CPC FOR GRANT OF TEMPORARY INJUNCTION.

Respectfully Sheweth: -

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance of convenience and inconvenience is in favour of the petitioner.
4. That if temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss and humiliation.

PRAYER

It is, therefore, most respectfully prayed that respondents may kindly be restrained by way of temporary injunction from forcibly and illegally dispossessing the plaintiff from the suit property. Any other relief which this learned court may deem proper and fit under the circumstances of the case may also be granted.

Petitioner

Through
(ADVOCATE)
Advocate High Court

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

A.I.
Versus
.....etc.

AFFIDAVIT OF A.I.

The above named deponent does hereby solemnly affirm and declare as under:

1. That the petitioner has filed the titled suit today. The contents of the plaint may kindly be read as an integral part of this application.
2. That the petitioner has got prima facie a strong arguable case in his favour and the suit is most likely to be decreed in favour of the petitioner.
3. That the balance convenience and inconvenience is in favour of the petitioner.

- That if a temporary injunction is not granted, the petitioner shall have to suffer an irreparable loss and humiliation.

Deponent

VERIFICATION

Verified on oath at Lahore on this 4th day of May, 2019 that the contents of the above affidavit are correct & true to the best of my knowledge & nothing has been concealed therefrom. HED

Deponent

IN THE COURT OF SENIOR CIVIL JUDGE, LAHORE

Suit No. /2011

A.S. S/o A.G. R/o Lahore.

Plaintiff

Versus

1. Z-u-Q

2. F.H.

3. F.H.

4. S.H.

5. S.A.

6. N.B.

7. T.A.

of late S.M.H. R/o Lahore.

8. A.M.B. (father)

9. M.N. (widow)

10. M.N. (minor daughter) through M.N., her real mother and next friend.

11. H.N. (minor daughter) through M.N., her real mother and next friend.

of late N.T. R/o Lahore.

12. R.M. S/o A.M.B., R/o Lahore.

13. M.H.A. S/o M.A. R/o Lahore.

14. M.A. S/o M.T., R/o Lahore.

15. M.A. S/o A. R/o Lahore.

16. M.B. S/o M.H., Caste Arain, R/o Lahore.

17. Tehsildar City District, Lahore

Defendants

SUIT FOR DECLARATION WITH CONSEQUENTIAL RELIEF

Respectfully Sheweth: -

1. That H.A./respondent No. 13 was owner of property measuring 18 Kanals 8 marlas 159 Sqft in Khewat No. 3 rectangle No. 924, Khewat No. 265 rectangle No. 399, and Khewat No. 303 rectangle No. 827.
2. That the respondent No. 13 sold out 8 kanals 7 marlas 159 Sq ft out of his ownership in Khasra No. 3 rectangle No. 924 Khewat No. 265, rectangle No. 399-Min and Khewat No. 303, rectangle No. 827 to late M.H. S/o N-u-D., the predecessor-in-interest of defendants No. 1 to 7 through Sale Deed No. 7100 dated 1978.
3. That it is pertinent to mention here that originally the above said khasra No. 827 was measuring 10 kanals 15 marlas was subsequently subdivided into jadeed khasra numbers 1333/827 (3 kanals 3 marlas) 1334/827 (7 kanals 12 marlas) vide intiqal No. 52 notification dated 1951.
4. That M.H. sold 1 kanal 10 marlas comprising khasra No. 1334/827 to the plaintiff vide Sale Deed bearing document No. 14974, Bahi No. 1, Volume No. 1595 dated 1982 registered at the then Sub-Registrar City Lahore (hereinafter referred to as the suit property). The mutation bearing No. 5937 in respect of the suit property was sanctioned in 1983 in the revenue record in favour of plaintiff but subsequently on account of cancellation of mutation in favour of M.H. the above said mutation in favour of plaintiff was also canceled. A copy of the said Sale Deed is enclosed as Annexure "A". A copy of the relevant page of Register Haqdaran is enclosed as Annexure "B".
5. That respondent No. 13, later on, sold 9 kanals 15 Marlas property to M.A. (respondent No. 14), M.A. (respondent No. 15) and M.B. (respondent No. 16) in rectangle No. 1334/827 and 924. M.A., M.A., and M.B. also sold out 9 kanals 15 Marlas property in only rectangle No. 1334/827 to late N.T., predecessor-in-interest R.M. (respondent No. 12) and R.S. etc. through sale deed in violation of law to the prejudice of other co-shares.
6. That N.T./successor-in-interest of respondents No. 8 to 12, had instituted a suit against the defendants S.M.H. etc. for declaration and cancellation of the document regarding khasra No. 827 property measuring 1 kanal ten marlas which was alienated by the defendant No. 13 in favour of late S.M.H. through registered sale deed dated 1978 Dastavez No. 7100, Behi No. 1, Jild No. 6732 pages No. 257 to 259 and sought its cancellation and prayed for the declaration that N.T. and another are true owners of the property measuring 2 kanals in khasra No. 827 through registered sale deed in their favour.

7. That S.M.H. also filed a suit against N.T./successor-in-interest of respondents No. 8 to 12 and respondents No. 13 to 15 for the suit for cancellation of deeds No. 15864 and 15862 dated 1979 and 1979 being illegal, bogus, inoperative against the rights of the plaintiffs with a permanent injunction.
8. That the learned Trial Court consolidated both the suits. The learned Trial Court dismissed the suit titled N.T. another Vs S.M.H. and decreed the suit titled S.M.H. Vs N.T. another vide consolidated judgment and decree dated 1996. A copy of the judgment and decree are enclosed as Annexure "C" & "C-1" respectively.
9. That N.T. filed two appeals from judgment and decree dated 1996 which were dismissed by the learned Additional Judge vide his judgment and decree dated 1998. A copy of the consolidated judgment and decree of the learned Appellate Court are enclosed as Annexure "D" & "D-1" respectively.
10. That N.T. filed two revisions petition No. 1346/98 and 1347/98 against the judgment and decree of the appellate court before the Hon'ble Lahore High Court. The said revision petitions, by consensus of parties, were remanded to the trial court by order dated 2003 with certain observations. A copy of the above said order of Hon'ble Lahore High Court is enclosed as Annexure "E".
11. That in post-remand proceedings, the trial court again decreed the suit titled S.M.H. Vs. N.T. and dismissed the suit titled N.T. Vs. S.M.H. vide judgment and decree dated 2007. A copy of the judgment and decree of learned trial court are enclosed as Annexure "F".
12. That N.T. preferred two appeals against the consolidated judgment of above said judgment and decree dated 2007. The learned appellate court dismissed both the appeals vide judgment and decree dated 2011. A copy of the consolidated judgment of the appellate court dated 2011 are enclosed as Annexure "G" & "G-1".
13. That after the pronouncement of judgment dated 2011 by the learned Appellate Court, the plaintiff requested defendant No. 1 to 7 to honour the commitment of their predecessor in interest and ask defendant No. 17 to enter the plaintiff's name in the revenue record in implementation of the judgment and decree of Appellate Court as owner of the suit property but they have denied to admit the status of plaintiff as owner of the suit property. The plaintiff also moved an application to defendant No. 17 with the prayer that mutation No. 3937 dated 1983 which was sanctioned on the basis of sale deed registered by S.M.H. (predecessor of interest of defendant No. 1 to 7) be restored and the name of the plaintiff be entered in the revenue record as owner of the suit property. Defendant No. 17 has asked the plaintiff to provide a declaratory decree passed by a competent court of law in his favour hence this suit.

14. That it is pertinent to submit here that both N.T. and M.H. have died during the pendency of the above said litigation.
15. That the cause of action arose in favour of the plaintiff and against the defendant, firstly, in 1982 when the plaintiff purchased the suit property, secondly in 2007 when the suit titled N.T. Vs. M.H. was dismissed and the suit titled M.H. Vs. N.T. was decreed by the learned trial court then in 2011 when the appeal titled N.T. Vs. M.H. was dismissed by the learned Appellate Court and finally a week ago when the plaintiff requested defendant No. 1 to 7 to honour the commitment of their predecessor in interest and to ask defendant No. 17 to enter the plaintiff's name in the revenue record in implementation of the judgment and decree of Appellate Court as owner of the suit property but they denied to admit the status of plaintiff as owner of the suit property and finally two days ago when the plaintiff also approached defendant No. 17 with the prayer that mutation No. 3937 dated 1983 which was sanctioned on the basis of sale deed registered by S.M.H. (predecessor of interest of defendant No. 1 to 7) be restored and the name of the plaintiff be entered in the revenue record as owner of the suit property and defendant No. 17 asked the plaintiff to provide a declaratory decree passed by a competent court of law in his favour.
16. That the suit property is situated at Lahore, cause of action also arose at Lahore, therefore, this learned court has got jurisdiction to adjudicate upon the matter.
17. That the value of the suit for the purposes of court fee and jurisdiction is fixed at Rs. 5000/- . The requisite court fee is not presently affixed. The plaintiff will affix the same after the decision of his application for grant of permission to sue as an indigent person as required under Order XXXIII of CPC 1908.

PRAYER

Under the circumstances, it is therefore respectfully prayed that a decree for declaration may kindly be passed in favour of the plaintiff and against the defendant, declaring the plaintiff to be the lawful owner of the suit property and the mutation No. 3937 dated 1983 be restored in favour of the plaintiff with all consequential reliefs.

Any other relief, which this Hon'ble Court may deem fit and proper under the circumstances of the case may also be granted to the plaintiff.

PLAINTIFF
THROUGH
M.A. ADVOCATE
LAHORE

